

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE
CITY OF ST. THOMAS**

and

**THE ST. THOMAS PROFESSIONAL
FIREFIGHTERS' ASSOCIATION
LOCAL 447**

(Ontario Professional Firefighters Association)

Expires: December 31, 2024

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THIS AGREEMENT is made and entered into

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS
(hereinafter called "The City")

OF THE FIRST PART

- and -

THE ST. THOMAS PROFESSIONAL FIREFIGHTERS ASSOCIATION,
ONTARIO PROFESSIONAL FIREFIGHTERS' ASSOCIATION
(hereinafter called "The Employees")

OF THE SECOND PART

WHEREAS the parties hereto have mutually agreed to enter into these presents for the purpose of more effectually defining duties, privileges, working conditions and remuneration respecting the employment of the said employees.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - EMPLOYEES COVERED

1.01 The provisions of this agreement shall apply to all full-time firefighters and non-firefighting personnel of the St. Thomas Fire Department: excepting the Fire Chief, Deputy Fire Chief and the Office Administrator(s).

1.02 "Full-time Firefighter" shall be as defined in the Fire Protection and Prevention Act 1997, Part IX.

ARTICLE 2 - RECOGNITION

2.01 The City recognizes the Association as the exclusive bargaining agent for all full-time firefighters and non-firefighting personnel of the St. Thomas Fire Department covered by this agreement and for this purpose the City will recognize and bargain with the duly appointed bargaining committee composed of up to four representatives.

2.02 There shall be no discrimination or intimidation against any employee because of the employee's membership or non-membership in the Association or by virtue of their holding or not holding office in the Association.

2.03 The provisions of this agreement shall be applicable to all employees without discrimination.

2.04 The compulsory check-off system of Union dues shall be provided. The Treasurer of the Union shall provide the payroll department with an up-to-date list of the employees in duplicate from time to time as changes in the staff make it necessary. This list shall indicate all the employees of the Department whose dues shall be deducted from their pay. These deductions shall be made from the first pay in January and from alternate pays thereafter until a total of twelve deductions shall have been made. The total amount of all such deductions shall be forwarded to the Treasurer of the Union within 15 days following such deductions.

2.05 The Association indemnifies the City from any and all claims which may be made against the City for amounts deducted from pay in accordance with Article 2.04.

2.06 The City recognizes the employee's right to be evaluated by or on behalf of the head of the Department not less than once each calendar year. Annual evaluations shall be completed on standard forms used for this purpose and shall be completed within three weeks of the employee's anniversary date of last promotion. The results of the evaluations shall be communicated by the Chief of the Department or their Deputy to each individual employee in a personal interview by this same date each year, subject only to the employee not being available for this purpose by reason of sickness, vacation or other approved leave. The employee shall be given a photostatic copy of the evaluation for their personal record.

ARTICLE 3 - HOURS OF WORK

3.01 No employee shall regularly be scheduled to work in excess of a forty-two (42) hour work week averaged over a four (4) week period, which hours shall be worked in accordance with a schedule of rotating shifts based on a two platoon system using the attached 42 hour work week schedule. (Schedule "A").

3.02 (a) It is understood that nothing in the above scheduled hours of labour prevent the Fire Chief, or in their absence, the Officer in charge of a shift from granting a request for permission to exchange shifts or days off by:

- i) any two officers or acting rank and officer
- ii) two probationers
- iii) two non-officer firefighters
- iv) two radio-telephone operators
- v) any radio-telephone operator and non-officer Firefighter
- vi) any Officer and Firefighter provided an acting rank is still scheduled on that shift

3.02 (b) If an acting rank or firefighter is allowed to exchange, there must be at least one (1) Officer on duty on that shift. At no time can an Officer work for an acting rank if there are three (3) Officers on duty during that shift.

3.03 Fire Prevention Personnel shall work a forty (40) hour work week, four (4) days per week, ten (10) hours per day as per Schedule "A" attached. All approved hours in excess of ten (10) hours per day, for Fire Prevention Personnel, shall be paid at the rate of time and one-half the employee's regular hourly rate of pay. Fire Prevention staff may transfer hours in excess of forty (40) hours per week to their time off banks; such time will be taken in full shifts only (10 hours).

Firefighting Personnel may be temporarily assigned to the Fire Prevention Section and assigned day shift hours of work in conjunction therewith for such period of time as may be mutually agreed between the Chief and the Association. Appointment shall be made in accordance with Article 13, Promotions and Seniority.

3.04 Training personnel shall work a forty (40) hour week, 4 shifts per week, Tuesday to Friday, ten (10) hours per day from 08:00 to 18:00 hours. To accommodate training needs, the shift schedule may be changed from time to time. All changes are subject to discussion with the Training Officer, noting that the direction of the Deputy Chief shall be final in all cases.

Any hours to be scheduled outside the normal week shall be mutually agreed upon between the Chief and the Association. All hours in excess of forty (40) hours per week will be paid at one and one half (1 ½) times the hourly rate of pay. Training staff may transfer hours in excess of forty (40) hours per week to their time-off banks; such time will be taken in full shifts only (10 hours).

3.05 Employees required to stay on duty, beyond the normal end of their shift, will be compensated at time and one-half, and with a one hour minimum for all time worked. Employees working in an acting capacity shall continue to be compensated at the acting rank rate of pay until relieved from duty.

3.06 All members of the Association may be subject to off-shift emergency call-back as defined in the Fire Protection and Prevention Act, 1997. They will be paid a minimum of three (3) hours pay at the rate of time and one-half. One hours pay is equal to the annual salary divided by 2,184.

Where it refers to staying beyond the end of the shift and callbacks, these will be paid for on the pay following the incident with no option for time off.

A shift is not relieved of duty until such time as they have been dismissed by the officer in charge and have returned to the Fire Station.

Call-backs shall be as defined in the Call-Back Policy & Procedures which may be amended from time to time through the mutual consent by the St. Thomas Fire Department and the Association.

ARTICLE 4 - VACATIONS

4.01 Every employee shall be granted an annual vacation with pay according to their credited service as follows:

Where by December 31st the Employee will have completed:	Vacation Allotment:
< 6 months	Vacation pay as per the ESA
6 months or 91 scheduled shifts	1 tour of duty
1 year or 182 scheduled shifts < 3 years	2 tours of duty
3 years < 10 years	3 tours of duty
10 years < 15 years	4 tours of duty
15 years < 23 years	5 tours of duty
23 years < 29 years	6 tours of duty
29 years	7 tours of duty

4.02 Every employee who does not otherwise qualify under the provisions of this section shall be paid in accordance with the provisions of the Employment Standards Act. Probationary employees may pick their allotment after the successful completion of their probationary period. Should an employee leave employment in the year they are to advance in vacation allotment, the anniversary date of their hire will be used to determine eligibility of an increase in vacation.

4.03 The schedule of vacation period shall be based on a twelve month period at the discretion of the Fire Chief with the selection of vacation dates to be commenced not later than November 1st in each year on a seniority basis and the entire finalized list shall be posted by December 15th in each for the following calendar year. An employee shall have the option to select any tour of vacation which originates in the calendar year for which they are selecting. Shift changes affected would occur following any vacation tour which carries into a subsequent year.

Seniority shall govern with respect to the choice of the first tour(s) of duty of an employee's vacation allotment. An employee, at their option, may be allowed to select one tour, two tours or their entire allotment on their first choice, provided they are on a consecutive tour of duty basis. After each employee has had the opportunity in turn in making this choice, seniority shall again govern with respect to those employees entitled to their next tour of duty of vacation, if not already selected, concurrent to the first tour(s) of duty of vacation.

After each eligible employee has had the opportunity in turn in making this choice, seniority shall again govern with respect to those employees entitled to a 3rd, 4th, 5th, 6th or 7th tour of duty of vacation, if not already selected concurrent to the first three tours of duty of vacation.

Seniority shall be deemed as time accumulated as an employee of the St. Thomas Fire Department only. Vacation credits accumulated through seniority shall be selected on the rotating seniority basis. Any other vacation credits accumulated through other sources and recognized by the City, shall be picked after all choices have been completed by members with respect to seniority.

4.04 Pay for a tour of duty of vacation shall be based on their regular work week remuneration, but shall not include any shift premium, overtime or other increments. It is further understood and agreed that the payout of any earned vacation credits on retirement, sickness, termination and/or in the event of death of any employee while in the service of the City, shall be on the basis of each full tour of entitlement not exceeding the weekly rate contained in Schedule "C". Payouts of less than a full tour or partial tours shall be pro rated.

4.05 No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty, or where an employee is off sick and being paid from accumulated sick or overtime credits.

If employees have vacation tours remaining at the end of the year due to sickness, injury or other unforeseen reasons approved by the Fire Chief, employees have the following options available to them for their unused vacation tours:

- a) To be paid out remaining vacation tours
- b) Allow employees the opportunity to select additional tours of vacation in the current year providing space is available on the vacation schedule
- c) Carry over a maximum of two (2) tours of vacation into the following year provided they are chosen after all members have chosen their vacation allotment for that year.

Employees must notify Payroll by December 15th each year if they would like their unused vacation carried over into the following vacation year or paid out.

4.06 An employee's vacation period shall consist of a tour of duty. A tour of duty is defined as a continuous tour of 4 days, or 4 nights, or 3 days and 3 nights.

The above vacation period will not apply to Fire Prevention or Training Personnel, whose tour of duty shall consist of four (4) working days.

4.07 Approved vacation tour(s) shall not be adjusted without the mutual agreement of the employee and the Chief or their designate.

4.08 Where the City decides to shut down its operations during the course of a normal work week or any part thereof, the personnel within Fire Prevention and Training may, if so desired, split their holidays to cover said closure period, utilize banked time or work those days as so desired by the effected individual.

ARTICLE 5 - PAID HOLIDAYS

5.01 The City shall recognize the following paid holidays for its employees:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Day before Christmas
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	

5.02 Members of the department shall receive pay on or before December 1st in each year for the lieu days.

5.03 This article shall also apply to probationers but payment shall be pro-rated on the basis of weeks actually employed during the year.

5.04 An employee whose illness extends to a statutory holiday and is receiving sick leave allowance on the day prior to such holiday, shall be entitled to holiday pay on the same basis as other employees.

5.05 Notwithstanding the provisions of article 5.02, the Fire Prevention and Training Personnel shall not be required to work on paid holidays.

5.06 If an additional holiday, or holidays are proclaimed by the Corporation the additional holiday, or holidays shall be provided to the employees covered by this Collective Agreement.

ARTICLE 6 - SICK LEAVE CREDIT GRATUITIES

6.01 It is understood that only employees who have completed their probationary period and established seniority are entitled to sick leave benefits.

6.02 In this article: "**Unbroken Month**" means a calendar month in which an employee is employed either full-time or part-time on all working days in that calendar month.

6.03 An employee who has qualified for sick leave credits is entitled to sick leave at their standard normal shift rate of pay.

6.04 An employee is entitled to a sick leave credit of one and one-half shifts per month for each unbroken month of service with the Corporation.

6.05 The monthly sick leave credit accrues to an employee on the first day of the calendar month next following the period of service.

6.06 Unused sick leave credits shall be cumulative with no maximum accumulation.

6.07 Where an Employee is absent from their employment for a period more than half the scheduled shifts in a calendar month, they shall not accumulate sick time credits for that month.

6.08 Article 6.07 **shall not** apply to an employee:

- (i) who does not work their regular shift because of emergency or other conditions and has been requested by their Department Head or the Department Head's representative to work different hours;
- (ii) who is absent with pay;
- (iii) who is on vacation;
- (iv) who is on a paid holiday;
- (v) who is absent as a result of Injury or Illness suffered during the course of employment provided however, the entitlement to sick leave credits shall cease in respect of such employee after twenty-four (24) consecutive months absence.

6.09 Article 6.07 **shall** apply to an employee:

- (i) who is absent without leave;
- (ii) who is absent without pay.

6.10 The number of shifts or half shifts for which an employee receives sick pay shall be deducted from their cumulative sick leave credits.

6.11 Only regular assigned working shifts shall form part of an illness period and only such working shifts shall be charged against an employee's cumulative sick leave credits.

6.12 An employee may utilize sick allowances for absences from employment:

- (i) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided an employee in receipt of an award under the Workplace Safety and Insurance Act shall be excluded from utilizing sick leave allowances other than as provided elsewhere in this agreement.
- (ii) caused by exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of other employees by their attendance on duty.
- (iii) An employee may utilize up to three (3) sick leave days per year for dealing with sudden or unexpected illness of an immediate family member or for the birth of a child. Such days must be identified as being for the reasons outlined above.

6.13 Payments from cumulative sick leave credits shall be subject to the following conditions:

- (i) an employee shall on the first day of illness report or cause to report such illness to their department head or the Department's representative. Such reporting shall be in accordance with the department rules governing reporting for work.
- (ii) in the event an employee fails to report as outlined above, they shall not be entitled to any sick leave benefits as provided herein unless there was reasonable justification for the employee's failure to report.
- (iii) an employee whose illness extends to the fifth working day shall on or before the fifth working day file a doctor's certificate with the Department Head or the Department Head's representative.
- (iv) an employee shall file with the Department Head or their representative, a doctor's certificate for one day of absence if so requested.
- (v) in the event an employee fails to file a doctor's certificate as outlined above, they shall not be entitled to any sick leave benefits as provided herein unless there was reasonable justification for the employee's failure to file the said doctor's certificate.

6.14 On normal retirement an employee shall be allowed pay for one-half of any balance of sick pay credits so accumulated, and in case of death while still in the employ of the City, one-half of the balance shall be paid to the employee's beneficiary provided however that in either case no such payment shall represent more than six months' pay, based on the 1/182 formula.

6.15 Every employee who is actively employed by the City and who has had five or more years' continuous service shall be granted upon resignation one day's pay for each year of continuous service, provided however that the payment shall not exceed twenty days or one-half of the accumulated sick credits, based on the 1/182 formula.

6.16 As soon as is convenient in each new calendar year each employee shall be provided with an individual statement of their sick leave bank record including the accumulated net balance at the end of the year, and the Association's secretary shall be provided with an overall statement of accumulated sick leave balances for all members of the Association.

6.17 The City shall have the right to investigate an employee's absence reported on account of illness, and the City reserves the right to require a certificate from a medical examiner in a form

satisfactory to the City testifying to the employee's illness, provided that a request for any such certificate shall be made during the employee's period of illness.

6.18 (i) All sick leave credits accumulated prior to the passing date of this agreement shall remain in force.

6.19 An employee who is required to produce a Doctor's certificate, pursuant to this agreement, shall be reimbursed by the employer for such expense upon producing a proper receipt.

ARTICLE 7 - HOSPITALIZATION AND MEDICAL BENEFITS

7.01 The City shall pay 100% of the premium cost of the employees' participation in the following:

- Ontario Health Insurance Plan
- Plan for semi-private care
- Extended Health Care Plan (\$1.00 deductible per prescription, voluntary generic drug plan coverage). 3 pairs of surgical stockings per calendar year.
- Deluxe travel plan
- Dental Care Plan #9 (current ODA Fee Schedule), with Rider #3 (Orthodontics, 50/50 shared risk \$3,000 overall lifetime maximum. Nine (9) months recall except dependents under the age of 18.
- Dental Rider #2 (50/50 share risk) & Rider #4 (Restorative Care, 50/50 shared risk, \$2,000 per person per benefit per year, overall maximum)
- Vision Care (\$500 every 24 months for subscriber and eligible dependents, will include eye exam every 24 months). (Effective January 1, 2023, \$550 every 24 months for subscriber and eligible dependents, including eye exam). Laser eye care to be included as an allowable expense within the maximum.
- \$1,500 combined paramedical per person per calendar year. Certified Acupuncturist added to paramedical practitioners effective January 1, 2023.
- Mental Health Practitioners \$750 per person for the period of July 1 – December 31, 2022, and \$2,000 per person per calendar year effective January 1, 2023
- Hearing Aid Coverage \$400 per person every 60 months and \$600 per person every 60 months effective January 1, 2023.

7.02 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. An employee who is entitled to a reduced hospitalization or medical benefit premium because of a change in their dependency status, and who fails to notify the City of such change, shall be responsible for the extra premium expense paid by the City on their behalf because of such failure to notify, and this extra cost shall be deducted from the employee's wages.

In the event an employee dies, or is killed in the line of duty, the City will maintain the benefits of Article 7.01, as well as the City paid portion of the dependent life coverage for surviving qualified family members in the following manner:

Spouse:

- Until the day on which the employee would have attained age 65, or
- Until the day on which the spouse remarries, or
- Until the day on which the spouse obtains benefits through another employer, whichever first occurs

Dependents:

- The day on which the dependent(s) attains age 21.

7.03 All retirees, after December 31, 1985, shall continue to receive the benefits provided under this article until age 65. The City will pay a member that retires with an unreduced early retirement pension and reaches age 65, a supplement in the amount of up to \$260 per month towards the purchase of any extended health or dental benefit package the member chooses to purchase. The member must supply proof of active enrolment, participation and proof of payment in an extended health or dental package annually in order to receive the supplement. Failure to provide annual proof of active participation and payment will result in discontinuation of this supplement. The supplement will be paid as a direct deposit into the member's bank account. This benefit applies to all full-time employees as of January 1, 2005.

ARTICLE 8 - WORKPLACE SAFETY AND INSURANCE BOARD

8.01 An employee in receipt of a Workplace Safety and Insurance Board Award for injuries suffered during the course of employment shall be paid in addition to the award, the difference between the amount of such award and their normal salary or wages, provided that such amount of difference is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted.

ARTICLE 9 - JURY DUTY

9.01 Where an employee who would otherwise be on normal duty with the City is absent by reason of a summons to serve as a juror or of a subpoena as a witness, they shall treat the absence as leave with pay with no charge against their credits but surrender any fee to the City Treasurer when received.

9.02 An employee who is required to attend any legal court proceeding during their previously approved vacation tour(s) as a result of their employment with the Fire Department shall be allowed to re-select any affected tour.

9.03 An employee required to attend as a witness as a result of employment with the Fire service, in litigation of any description, when off duty shall be paid at the rate of time and one-half their regular rate of pay for hours actually attended in said hearings.

ARTICLE 10 - BEREAVEMENT LEAVE

10.01 a) An employee will be granted the following leave of absence with pay in the case of a death to attend the funeral, memorial service and/or interment of the following:

Entitlement	Relationship
4 Days	Spouse, child, parent, sister and brother
3 Days	Grandchild; mother-in-law; father-in-law; brother-in-law; sister-in-law; son-in-law or daughter-in-law and grandparent
2 Days	To attend a service for their grandparent-in-law; aunt; uncle; niece; nephew or first cousins including in-laws.
1 Day	To attend the funeral as a pallbearer. (Honorary pallbearer or flower bearer).

For the purpose of the above, common-law and step relationships shall be recognized. Common law shall be defined as "living in a conjugal relationship with a person who is not your married spouse and has been living with you in a conjugal relationship for at least 12 continuous months." Ex-relationships are not entitled to the bereavement leave benefits indicated above, unless authorized by the Fire Chief and/or designate.

ARTICLE 11 - GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

11.01 The City shall pay 100% of the premium cost of the employee's participation in the group life insurance plan and Accidental Death and Dismemberment (AD&D) plan, in accordance with the terms and conditions set forth in the master policy between the Company and the City. The amount of coverage for each employee shall be equal to two (2) times the employee's annual salary, rounded to the next \$1,000.00. Insurance coverage for the Accidental Death and Dismemberment (AD&D) coverage shall be equal to the amount of life insurance coverage provided by the City.

Dependent life insurance coverage in the amount of \$5,000.00 for the employee's spouse and \$1,000.00 for each dependent child, shall be provided at the City's expense, also in accordance with the terms and conditions of the policy. Additional optional dependent life coverage is available at the member's own expense in the amount of spousal benefit of \$20,000 and a child benefit of \$10,000.

ARTICLE 12 - PROVISIONS OF BENEFITS

12.01 The City reserves the right to select or alter the carrier of any benefit program, provided an equal or better level of benefit and service to that in effect under this collective agreement is maintained and provided further, that the Association shall be notified and shall have the right to make representation to the City with respect to any proposed changes.

ARTICLE 13 - PROMOTIONS AND SENIORITY

13.01 Each new employee shall be entitled to benefit coverage commencing day one of employment.

If a probationary employee were to miss four (4) shifts or more (not including vacation), then the probationary period will be extended by the amount of time missed. During this probationary period, said employee shall only be covered by the Collective Agreement with respect to wages and hours of work save and except where coverages are specifically provided for in the Collective Agreement.

To qualify for promotions through the classifications, an overall mark of seventy percent (70%) in each of the items in 13.01 (a) must be obtained.

(a) All promotions will be based on the following:

An overall average in each section (written, oral and practical) of 70% as well as 70% in each of the pumping and elevated devices tests and for promotions to 3rd Class a minimum of 70% on streets test.

(b) An employee failing to qualify shall remain at the present classification, at their current rate of pay, for a further sixty (60) days, at which time there shall be a re-examination. If the probationary firefighter is unsuccessful on this 2nd attempt, they shall be dismissed and not complete their probationary period.

(c) If the employee fails again, they will remain at their current classification for a further one (1) year.

(d) If the candidate fails after the one (1) year extension they will be dismissed from the Fire Department.

- 1) Following ninety-one (91) shifts worked (subject to 13.01) and successful completion of the 4th Class Exam, said probationer shall be classified as a 4th Class Firefighter and seniority shall date back to their original date of hire.

- 2) Following ninety-one (91) shifts worked (subject to 13.01) and successful completion of the RTO exam, said probationer shall be classified as a Radio/Telephone Operator I and seniority shall date back to their original date of hire.
- 3) Following eighteen (18) months of employment the employee shall, upon successful completion of the Promotional Exam, be promoted to a 3rd Class Firefighter and annually thereafter until they reach the rank of 1st Class Firefighter.
It is further understood and agreed that new recruits shall attend a one (1) week (4 day) in-house orientation program.
- 4) Following eighteen (18) months of employment, the RTOI shall, upon successful completion of the RTO exam be promoted to the classification of Radio-Telephone Operator.
- 5) In all cases or promotion beyond probation up to and including First (1st) Class Firefighter or up to the Radio Telephone Operator, an employee must have been actively at work for the required time (182 shifts) in the previous position and pass the exam in order to qualify for the promotion. If more than 18 shifts are missed due to illness or accident, this time shall be added on to the date of return from said illness/accident in order to complete the required time in the position.

13.02 (a) The City shall observe the seniority of the employees in the bargaining unit with respect to promotions, demotions and lay-offs within the bargaining unit.

(b) "Departmental Seniority" shall mean the length of continuous service within the St. Thomas Fire Department from the date the employee began work with the St. Thomas Fire Department.

(c) "Divisional Seniority" shall mean the length of continuous service, within a particular division of the St. Thomas Fire Department, the said divisions being defined as follows:

Fire and Rescue Services
Fire Prevention Services
Emergency Communication Services
Training Services

(d) In filling vacancies and new positions within the bargaining unit, the position shall be posted for a period of fifteen consecutive calendar days, provided however that temporary appointments may be made to fill vacant positions. Such posting shall indicate the rank of the vacant position, rate of pay, qualifications and experience as outlined in 13.04 and date for final submission applications.

(e) In the event of reduction of staff in a Division, employees shall be laid off in inverse order of

divisional seniority. Each employee may exercise their departmental seniority providing the employee has previously shown to have the necessary skill, abilities and qualifications to perform the duties of the position held by a junior employee.

13.03 Candidates for promotion shall be reviewed by a board consisting of the Chief, Deputy Chief and an officer who is a member of the Association, with due regard for qualifications and seniority as outlined 13.04 – 13.08.

The following qualifications shall be standard for all applicants for promotions listed in Articles 13.04 to 13.08, in addition to the qualifications listed in each of the below articles (13.04 – 13.08):

- a) Certification by family physician of medical condition to perform the job in question satisfactory to the Corporation.
- b) Fire station records as they pertain to the requirements of the vacant position.
- c) Minimum of eight (8) completed years of service.
- d) Seniority shall be the determining factor, where the foregoing qualifications are met in the judgment of the City, which shall not be exercised in an arbitrary or discriminatory manner.

13.04 Qualifications for promotions to the position of Captain shall be standard for all applicants and are:

- (a) Successful completion of NFPA 1021 Fire Officer Level I. It is understood that the Corporation may substitute equivalent in-house training for any of the above.

OR

Enrollment in the NFPA 1021 Fire Officer Level I and/or an undertaking to successfully complete the NFPA 1021 Fire Officer Level I within an agreeable period of time.

13.05 Qualifications for promotions to the position of Platoon Chief shall be standard for all applicants and are:

- (a) Successful completion of NFPA 1021 Fire Officer Level II. It is understood that the Corporation may substitute equivalent in-house training for any of the above.

OR

Enrollment in the NFPA 1021 Fire Officer Level II and/or an undertaking to successfully complete the NFPA 1021 Fire Officer Level II within an agreeable period of time.

13.06 Qualifications for promotions to the position of Fire Prevention Officer shall be standard for all applicants and are:

(a) Successful completion of NFPA 1031 Fire Inspector Level I. It is understood that the Corporation may substitute equivalent in-house training for any of the above.

OR

Enrollment in the NFPA 1031 Fire Inspector Level I and/or an undertaking to successfully complete the NFPA 1031 Fire Inspector Level I within an agreeable period of time.

13.07 Qualifications for promotions to the position of Chief Fire Prevention Officer shall be standard for all applicants and are:

(a) Successful completion of NFPA 1035 Public Information Officer. It is understood that the Corporation may substitute equivalent in-house training for any of the above.

OR

Enrollment in the NFPA 1035 Public Information Officer and/or an undertaking to successfully complete the NFPA 1035 Public Information Officer within an agreeable period of time.”

13.08 Qualifications for promotions to the position of Chief Training Officer shall be standard for all applicants and are:

(a) Successful completion of NFPA 1041 Fire Service Instructor Level I and II. It is understood that the Corporation may substitute equivalent in-house training for any of the above.

OR

Enrollment in the NFPA 1041 Fire Service Instructor Level I and II and/or an undertaking to successfully complete the NFPA 1041 Fire Service Instructor Level I and II within an agreeable period of time.”

13.09 Employees promoted to a higher rank within the bargaining unit shall be subject to a 6 month probationary period. If they fail to perform satisfactorily during the period of probation or if they are dissatisfied with the position, they shall be returned to their former position with no loss of seniority. An employee who has been promoted and who has returned to their former position during their probationary period for any reason shall be prohibited from reapplying for the same posted position for a period of two years and shall not be eligible to serve in an acting capacity in that position during this period of time. If the member returns to former position this

shall not be considered broken acting rank.

13.10 Seniority shall cease, and employment terminate under any of the following circumstances:

- (a) If they are discharged and is not reinstated through the grievance procedure.
- (b) If they resign or quit on their own accord.
- (c) If they have been laid off or on an unpaid leave of absence for a continuous period in excess of twelve (12) months.
- (d) If they have been laid off for a period of less than twelve (12) months and fails to report to work within five (5) working days of being notified of their recall to work by registered mail to their last recorded address on file with the employer.
- (e) If they are in receipt of WSIB benefits for a continuous period of twenty-four (24) months subject to applicable legislation.
- (f) If they are absent from work in excess of two working days without permission, unless their absence was due to illness or unavoidable cause satisfactory to the employer.
- (g) If they are in receipt of LTD benefits for a continuous period of 24 months.

13.11 In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work with the St. Thomas Fire Department. Former employees re-entering the service of the Department after continuity of service has been broken for any reason (Her Majesty's service excepted), shall be considered new employees and seniority shall start as of the date they re-enter the service of the department.

Where two or more Firefighters begin work with the St. Thomas Fire Department at the same time, seniority for the purposes of promotion, vacation and any other relevant benefit will be determined by the Firefighter receiving their letter of appointment dated earlier than the other Firefighters and so on and two letters of appointment will not be dated the same date.

13.12 That within sixty (60) days of vacancy in the established complement of the St. Thomas Fire Department the City shall take such steps as are necessary to fill the vacancy. All such vacancies shall be filled in compliance with Sections 13 & 22 of the agreement.

13.13 Notwithstanding the other provisions of this Article, when a probationary period is interrupted by illness, injury, or any other interruption of a probationary period, the probationary period shall continue until the time provisions of Clauses 13.01 and 13.05 have been met.

13.14 Notwithstanding the other provisions of this Article, seniority for promotions beyond 1st Class Firefighter to Captain and/or attendance at Fire College as an acting Captain shall include

continuous Acting Captain service, meaning the Firefighter who first accepted and maintained Acting Captain duty shall have preference, providing all other qualifications have been met for such promotion or attendance.

13.15 All Firefighters who achieve Acting rank eligibility must within thirty (30) days notify the Administration, in writing, of their intent to act rank or sign off for a two year period.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 The president and secretary and one other member of the executive of the Association shall be granted such leave of absence as may be necessary for the proper performance of their office in dealing with the City with respect to any Association business provided that such absence in the judgment of the Fire Chief does not interfere with the efficient operation of the Department.

14.02 (a) OPFFA Convention Leave:

Any delegates not to exceed three in number who from time to time have been duly authorized by the members of the Association to attend the annual convention of the Ontario Professional Firefighters' Association, shall be granted such time off, with pay, as may actually be required for attendance at such convention. Duly authorized delegates to the annual Ontario Professional Firefighters' Association Convention shall be replaced, if required, through the use of supplemental staffing. Such replacement shall not exceed four (4) shifts in total.

(b) Association Leave:

The Association shall be granted up to 12 shifts annually, with pay, on special leave for its approved delegates to attend any meetings, seminars or conferences. Such time off shall not cause supplementing except in the case of the convention mentioned above in 14.02(a).

14.03 (a) The City may grant leave of absence for such purposes as are deemed reasonable in the discretion of the Fire Chief.

(b) Members shall be granted a medical leave of absence when in receipt of LTD benefits and shall continue to receive all health and welfare benefits of the collective agreement for a maximum of twenty-four (24) months.

14.04 For training courses which are approved by the City, the following will apply:

- (a) A City vehicle may be used, if available, prior to a personal vehicle, to attend any courses outside the St. Thomas Fire Hall. In this case, (b) would not apply
- (b) The City's current mileage rate will be paid in accordance with the City's Travel and Car Allowance Policy.
- (c) For all OFC courses each member shall be given a day for travel and shall be given a day for a day to a maximum of 5 (five) days.

14.05 The City shall grant Pregnancy/Parental Leave in accordance with the Employment Standards Act.

A pregnant employee shall not be required to operate a Video Display Terminal against their will and such employee shall be entitled to transfer to alternative work without loss of pay, seniority or other benefits.

Notwithstanding the above clauses, effective upon confirmation by the Employment Insurance Commission of the appropriateness of this provision as a Supplemental Benefit Plan, an employee commencing Maternity Leave and who is in receipt of Employment Insurance benefits shall be paid a supplemental benefit. That benefit will be equivalent to the difference between eighty-five percent (85%) of the employee's base weekly earnings and the sum of the employee's weekly Employment Insurance benefit and any other income and shall commence upon receipt by the employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance benefits, and shall continue while the employee is in receipt of such benefits for a maximum of seventeen (17) weeks (includes one (1) week waiting period plus fifteen (15) weeks maternity leave). Employment Insurance cheque stubs must be submitted bi-weekly as payment of this benefit will only be made upon submission to the employer. The employee's base weekly earnings shall mean the employee's regular straight time rate of pay times the employee's regularly scheduled weekly hours of work excluding overtime, call-backs, court time, or any other premium pay, or any taxable benefits or any other special payments, fees or allowances. The term "other special payment" includes vacation pay and payment for paid holidays.

ARTICLE 15 – PENSIONS

15.01 Each and every employee shall be entitled to all the rights, benefits and privileges in accordance with By-Law No. 3540, the Pension By-Law, By-Law No. 83-62, OMERS and any other By-Law or By-Laws which deal with pensions to employees covered by this agreement.

15.02 The normal retirement age for members of the St. Thomas Fire Department covered by the agreement who are in the suppression or training divisions shall be sixty (60) years of age. The normal retirement age for members of the St. Thomas Fire Department covered by the agreement who are in Prevention shall be sixty (60) years of age, provided that an employee who wishes to continue employment beyond normal retirement age in Prevention, shall submit a notice of their intention, in writing, to the Chief or their designate, no later than sixty (60) days in advance and shall be subject to a satisfactory medical examination at age 60 and annually thereafter

15.03 The normal retirement age for Radio/Telephone Operators covered by this agreement shall be 65 years of age.

15.04 In addition to the basic OMERS Pension Plan, the Corporation agrees to provide a Type I Supplementary Pension, through the Ontario Municipal Employees Retirement System, inclusive of previous pension plans, based on two percent (2%) of the average of the employees highest sixty (60) consecutive months earnings, multiplied by their years of credited service at retirement (to a maximum of thirty-five (35) years of service) less the OMERS/CPP integration factor when the employee is eligible for a pension under the Canada Pension Plan.

Contributory earnings shall include Acting Pay and Statutory lieu pay unless otherwise legislated by OMERS.

15.05 The City shall pay 100% of the cost of converting NRA 65 to NRA 60.

ARTICLE 16 – UNIFORMS AND EQUIPMENT

16.01 All full time permanent firefighters shall be supplied with a City owned uniform and the members of the Department shall take adequate care of the uniforms so that they are not prematurely worn out or made unserviceable.

Such uniform or equipment is not to be construed as a part of a Firefighter's remuneration or as a fringe benefit.

16.02 Every probationary firefighter shall be supplied a clean, serviceable kit consisting of:

- 2 New sets of bunker gear
- 1 Set of rubber or leather boots
- 1 Helmet
- 1 Pair black safety shoes or station boots
- 2 Pairs of protective firefighting gloves
- 2 Fatigue trousers
- 2 Fatigue shirts
- 1 T-shirt
- 1 Sweatshirt
- 1 SCBA Face Piece
- 2 Protective Hoods

It is understood that should the employee fail to satisfactorily complete their probationary period, the value of these items will be deducted from their termination pay. The second set of bunker gear will be recouped over five (5) years out of the employees clothing allowance.

16.03 On the successful completion of their six (6) months probationary period, each firefighter shall be issued a kit consisting of:

- 1 uniform jacket (with shoulder flashes)
- 1 military sweater
- 1 uniform cap (with cap badge)
- 2 pairs uniform trousers
- 3 uniform shirts
- 2 black ties
- 1 patrol style jacket
- 1 pair black dress shoes
- 2 pairs black socks
- 1 fatigue cap
- 1 black belt
- 1 name tag

16.04 On the successful completion of their six (6) month probation period, each R.T.O.I shall be issued a kit consisting of:

- 1 Uniform jacket (with shoulder flashes)
- 1 military sweater
- 1 Uniform cap
- 2 pairs uniform trousers/skirts
- 3 uniform shirts
- 2 black ties
- 1 patrol style jacket
- 1 pair black dress shoes
- 2 pairs black socks
- 1 name tag
- 1 T-shirt
- 1 Sweatshirt

Prior to the completion of their probationary employment and the issuance of a kit, RTO's must dress as per the Corporation's "Business Casual" Dress Code policy.

16.05 Each full time permanent firefighter/R.T.O. shall be required to keep their own kit in serviceable condition and their uniform clean, tidy and pressed. At no time shall any Firefighters bunker gear be older than ten (10) years. Kit inspections shall be made as may appear necessary and may cover the kit of an entire shift or an individual as appears to be required.

The Fire Chief shall give 48 hours notice of a kit inspection to the Secretary of the Association if the inspection is to cover an entire shift or to the individual concerned if it is to be an individual inspection. In the event of a disagreement between the Fire Chief and the Association, or the individual as the case may be, as to whether certain articles of the kit should be declared unserviceable and replaced, the decision of the Director of Human Resources, shall be final.

- 16.06 (a)** An annual clothing credit shall be made to each permanent full-time firefighter in the amount of \$1,370 (effective January 1, 2022) which must include a yearly bunker gear cleaning and liner testing of the moisture barrier.
- (b) An annual clothing credit shall be made to each permanent full time R.T.O. in the amount of \$400.00.
- (c) When a Firefighter is placed on permanent sick leave and will not be returning to duty, their accumulated clothing credit shall be frozen as of the date they commenced permanent sick leave and they shall not be eligible for any further annual clothing credit as provided for in 16.06(a) above.

Any payout entitlement provided for in Article 16.10 of this agreement shall be based on the frozen credit.

Notwithstanding the above, should the member be able to return to their duties, their credits would be reinstated back to the date they commenced permanent sick leave.

- (d) In the event the City requires its officers to wear a uniform different to that of Firefighters, it is agreed that the cost of the conversion of such uniform shall be borne by the City and not deducted from the clothing credit of such officer. It is further agreed that said conversion will be provided upon the successful completion of the probationary period.

16.07 The funds in this accumulative credit shall remain the property of the City and may not be subject to attachment for personal obligations of the employee for whose benefit the credit is maintained nor will such credits be construed as income.

16.08(a) The cost of replacement of all articles of uniform or equipment, as hereinbefore listed, purchased for the use of any full-time permanent firefighter of the Department, shall be charged to their accumulated credit.

- (b) In the event of unavoidable accidental damage to kit or uniform while in the performance of duty, it is agreed that the amount necessary to replace any such damaged clothing or equipment shall be paid by a general levy on the entire amount of uniform and equipment credit by an equal amount taken from each man's credit unless the proper officers of the Association advise the City that some other levy would be equitable.
- (c) In the event replacement by any substitute article of uniform or equipment, is made mandatory by any Statute, or Regulation made under any Statute of the Province of

Ontario, or direction of the City, the cost of such replacement shall be charged to the individual firefighter's accumulated credit.

Should the accumulated credit be insufficient to cover the cost of such replacement, a debit balance may be carried in the individual firefighter's account until the subsequent year's clothing allowance credit is added to such account. Provided further, that should the cost of such replacement exceed one hundred dollars (\$100.00) such cost in excess of one hundred dollars may be borne over a term sufficient to recover such cost at an annual deduction rate not exceeding one hundred dollars, or a term equal to the balance of the individual firefighter's years of remaining service to age 60, whichever is the lessor.

- (d) In the event the issue of any new article of uniform or equipment is made mandatory by any Statute, or Regulation of the City, the cost of the first issue of such new article shall be borne by the City and shall not be a charge against the firefighter's accumulated credit.

16.09 All purchases charged to the firefighters' accumulative credits shall be made with the approval of both the City and the Association and shall be used for the purchase only of uniforms or equipment on the official kit listed in Article 16.03 of this Agreement.

16.10 Should a full-time permanent firefighter/R.T.O. remain in the employ of the City until their retirement in accordance with the City's super annuation plan, or in the event of the death of a full time permanent firefighter/RTO while in the service of the City, all unused portions of the said credit accumulated to the end of the month previous to the employee's retirement or death shall be paid to them or their designated beneficiary which shall be limited to a maximum of one (1) year's credit as defined by Article 16.06(a) Firefighter and 16.06(b) R.T.O.

16.11 On leaving the service of the Fire Department all articles of uniform or equipment in the possession of the employee shall be returned to Department stores.

16.12 In the event it is mutually agreed between the City and the Association that other articles of uniform or equipment are desirable, and that these articles may be purchased from accumulated credits without increasing the credits as set out in Article 16.06 hereof, such purchases may be made, provided the cost will be borne out of the credits of all full time permanent firefighters of the Department.

16.13 The Clothing Allowance may be used for dry cleaning purposes by the Training Officer, Fire Prevention Officers and the R.T.O.'s. Dry Cleaning will be allowed only if account is no less than \$500.00 for Training Officer and Fire Prevention Officers; and no less than \$200.00 for R.T.O.'s.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and it is further understood that any employee, with the assistance of their Association Representative, may present an oral complaint to their immediate supervisor and/or the Fire Chief at any time without resorting to the grievance procedure.

17.02 Within the terms of this agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this agreement and/or any letters of understanding between the City and the Association, including a question as to whether a matter is arbitrable.

17.03 All written grievances must contain the nature of the grievance, section or sections which are alleged to have been violated, the remedy sought where feasible and be signed by the grievor.

17.04 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) days before the filing of the grievance, excluding paid holidays and weekends.

17.05 Grievances properly arising out of this agreement shall be filed on forms in accordance with Schedule "B" attached and shall be adjusted and settled as follows:

Step No. 1 - the aggrieved employee shall present their grievance in writing to their immediate supervisor and the Fire Chief. He shall have the assistance of his Association Representative if he so desires. The Fire Chief shall consider this and render their decision in writing to the employee concerned within two (2) working days from the date of its presentation excluding paid holidays and weekends, or within any other period of time which may be mutually agreed upon. If the decision is not satisfactory to the employee concerned, the grievance may be presented as follows at any time within two (2) working days thereafter excluding paid holidays and weekends.

Step No. 2 – the aggrieved employee shall present their grievance in writing to the City Manager. The grievor shall have the assistance of their Association Executive Committee and/or a Provincial Representative if he so desires. The City Manager shall meet with the grievor and their committee within five (5) days of receipt of the grievance and render their decision in writing within five (5) days of its presentation excluding paid holidays and weekends, or within any other period of time

which may be mutually agreed upon. If the decision of the City Manager is not satisfactory to the aggrieved employee, the grievance may be referred to a single arbitrator as provided for in the Fire Protection and Prevention Act.

17.06 – Any dispute which concerns the interpretation or alleged violation of this agreement, and which involves the interests of the employees as a whole may be taken up by the Association as an Association Grievance by submitting such grievance in writing to the City Manager within five (5) full working days of the circumstances giving rise to the grievance.

The City Manager shall meet with the Association Executive Committee and/or Provincial Representative within two (2) days of the submission being made and shall consider the grievance and render their decision in writing within seven (7) days of its presentation excluding paid holidays and weekends, or within any other period of time which may be mutually agreed upon. If the decision of the City Manager is not satisfactory to the Association, *the grievance may be referred to a single arbitrator as provided for in the Fire Protection and Prevention Act.*

17.07 No employee who has completed their probationary period shall be discharged or disciplined except for just cause. In any discharge or discipline grievance, a single Arbitrator may make such award as to the arbitrator seems just and reasonable in all circumstances.

ARTICLE 18 - RESERVATION OF MANAGEMENT RIGHTS

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

18.01 Maintain order, discipline and efficiency and to establish and enforce rules and regulations necessary therefore, generally governing the conduct of the employees

18.02 Hire, discharge, promote, demote, layoff, classify or suspend or otherwise discipline employees provided that any claim by a permanent full-time employee who has passed through their probationary period that they have been disciplined or discharged without reasonable cause may be the subject of a grievance and dealt with as herein provided.

18.03 Exercise any of the rights, powers, functions or authority which the City had prior to the signing of this agreement except as these rights, powers, functions, or authorities are specifically approved or modified by this agreement, and without restricting the generality of the foregoing the City retains the right to generally operate the Fire Department in a manner consistent with the obligations of the City to the general public in the community served.

18.04 Delegate any of its functions, rights, duties or powers, whether referred to in this agreement or otherwise, to the Fire Chief or to such other persons or committees as the City in its sole discretion may deem advisable, providing they are not inconsistent with the terms and provisions of this agreement or the Fire Protection and Prevention Act, 1997.

18.05 Without limiting the generality of articles 18.01, 18.02, 18.03 and 18.04, the Association agrees that all employees shall conform to and obey all By-Laws and Regulations in force as amended from time to time which are applicable to such employees and insofar as they do not conflict with the terms of this agreement.

18.06 An employee shall not engage in any other employment which shall impair their efficiency as a firefighter.

18.07 Departmental house rules and regulations shall be mutually agreed upon by the parties hereto and shall be consistently enforced with each group noting that the direction of the Chief of the Department shall be final in all cases.

ARTICLE 19 - MANAGEMENT GRIEVANCE

19.01 Any grievance instituted by the City may be referred in writing to the Association Committee within five (5) full working days of the occurrence of the circumstances giving rise to the grievance and the Association Committee shall meet within two (2) full working days thereafter with representatives of the City. If final settlement of the grievance is not completed within seven (7) working days of such meeting, the grievance may be referred by either party to a *single Arbitrator* as provided in the *Fire Protection and Prevention Act*.

ARTICLE 20 - NO STRIKE/NO LOCKOUT

20.01 There shall be no strikes or lockouts in accordance with the Fire Protection and Prevention Act, 1997. The definition of "strike" or "lockout" shall be as defined in the Labour Relations Act of Ontario.

ARTICLE 21 - SALARIES AND SERVICE PAY

21.01 Effective January 1, 2020 and up to and including December 31, 2024, the classifications and salaries shall be those shown in Schedule "C" attached hereto and forming part of this Agreement. The 'Compensation Plan' as set out in Schedule "C" satisfies Provincial Pay Equity legislative requirements within this bargaining unit and shall be posted accordingly.

21.02 Two calendar weeks shall constitute a pay period and pay day shall be on the first Thursday following the end of such pay period excepting when such Thursday is a holiday, in which case employees shall be paid on the day preceding the holiday.

21.03 In the event of absence of the 2nd and/or 3rd ranking officer on any group, the firefighter with the greatest seniority on that group shall be given the first opportunity of temporary appointment to the rank of Captain during the absence, subject to satisfactory medical certification if so, requested by the City. On completion of a maximum of 42 shifts of acting rank, a standard evaluation, which shall be a factor in future promotions, shall be conducted by the Fire Chief, Deputy Fire Chief and an Officer who is a member of the Association.

In the event the senior firefighter does not wish acting rank or their appointment to such acting rank is not recommended, they shall not be eligible for appointment to acting rank and promotion for a period of 24 months.

In the event the temporary appointment to the rank of Captain is not recommended beyond a total of 42 shifts, the next firefighter with the greatest seniority on that group shall be given a similar opportunity. Each employee who is required to act in the capacity of a higher rank shall be paid at the rate of such higher rank for each shift completed or each part shift they work. This will include any regular scheduled shift as well as any shift or part shift worked as per the supplementing agreement.

In the event a Firefighter is not recommended for further acting rank or promotion, they shall be given the decision in writing with reasons therefore, subject to Article 17.00 – Grievance Procedure.

21.04 In the absence of the Chief Fire Prevention Officer for periods other than scheduled days off, the Fire Prevention Officer shall receive the C.F.P.O. rate of pay for each completed shift.

21.05 A firefighter with 8 – 16 years of service will receive 3% of a First Class Firefighter's rate: a firefighter with 17 to 22 years of service will receive 6% of a First Class Firefighter's rate and a firefighter with 23 plus years of service will receive 9% of a First Class Firefighter's rate.

21.06 A "Senior R.T.O." shall be defined as a R.T.O. with a minimum of ten (10) continuous years of Radio Telephone Operator experience with the St. Thomas Fire Department. Effective January 1, 2023, a "Senior R.T.O." shall be defined as a R.T.O. with a minimum of eight (8) continuous years of Radio Telephone Operator experience with the St. Thomas Fire Department.

21.07 A Senior R.T.O. will be remunerated at a rate of 103% of a R.T.O.'s rate of pay.

21.08 Full time permanent R.T.O.'s will receive an annual premium of \$500.00 to be paid on the 1st pay in December.

21.09 Experiential pay will be considered as basic pay for the purposes of pension contributions, premium calculations including overtime, statutory holiday pay, vacation and sick pay. The addition of or an increase in the level of experiential pay will only be implemented when a firefighter is actively at work. Should a firefighter be off on an unpaid leave or sick leave, with the exception of WSIB, the addition of or increase in the experiential pay will be applied upon their return to active duty.

ARTICLE 22 - ARBITRATION

22.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement which has been properly carried through all the steps of the grievance procedure as outlined in Article 17 and which has not been settled will be referred to *a single Arbitrator* at the request of either of the parties hereto within fourteen (14) days after deliberations to settle the grievance have commenced but not later.

22.02 Arbitration shall be in accordance with the provisions of the Fire Protection and Prevention Act, 1997.

ARTICLE 23 - WORKING FORCE

23.01 (a) For the life of this agreement, the complement of the working force shall be four groups consisting of not less than thirteen (13) full time employees per group including a Platoon Chief and two (2) Captains, nine (9) professional firefighters and one (1) R.T.O., excluding the Fire Chief, Deputy Fire Chief, Office Administrator, Fire Prevention and Training personnel. The groups shall be adjusted from time to time in accordance with changes in staff complement to affect a balanced work force.

Such staff adjustments shall not be made in a manner inconsistent with the provisions of the Collective Agreement.

Such staff adjustments shall be the subject of discussion with the Association prior to implementation.

b) The Fire Department staffing of all Fire Department locations coming under the direction of the Corporation of the City of St. Thomas shall be by full-time professional Firefighters and Radio/Telephone Operators employed by the St. Thomas Fire Department in keeping with the terms of this agreement.

23.02 Staffing levels shall be maintained by the Supplementing Agreement as agreed to by the Corporation and the St. Thomas Firefighters Association.

ARTICLE 24 – EMPLOYEE ALLOWANCES

24.01 The Corporation shall pay 100% of the receipted cost for the renewal of an employee's DZ license to a maximum of \$250 per calendar year, upon successful completion of the process and submission of the paid receipt.

ARTICLE 25 – DURATION

25.01 This agreement shall remain in force and effect from January 1, 2020 to December 31, 2024 and shall continue in force from year to year thereafter unless within a period of not greater than sixty (60) days and not less than thirty (30) days prior to the expiry date, either party gives notice of termination of the agreement.

25.02 In event of either party desiring or proposing any change or alteration in the agreement but not desiring to terminate the agreement, such party may, not less than thirty days before the expiry date, give to the other party notice of requested changes or alterations in the agreement and both parties shall thereupon negotiate in good faith with respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

ARTICLE 26 – RETROACTIVITY

26.01 All wages and clothing provisions of this agreement shall be retroactive to January 1, 2020. Wages includes: vacation, acting rank, lieu days, overtime, sick pay and any paid leaves.

ARTICLE 27 – AMALGAMATION

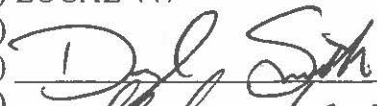
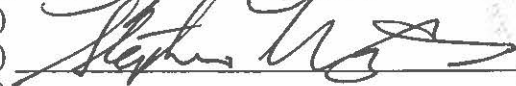
27.01 In the event the Corporation participates in or is involved in any process which may lead to the possibility of amalgamation, consolidation or merger of the Corporation or all or part of the Fire Department with any other entity, or a transfer, disposition, privatization or joint venture in respect of all or part of the Fire Department, the Corporation shall immediately consult with the Association, providing full disclosure of such plans forthwith.

ARTICLE 28 – CONTRACTING OUT

28.01 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 of the City who is not covered by this Agreement or by a person who is not an employee of the City.

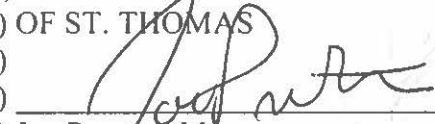
NOW THEREFORE the parties have executed this Agreement by their respective authorized signing officers.

Executed this 11 day of April, 2023) ST. THOMAS PROFESSIONAL
) FIREFIGHTERS ASSOCIATION
) LOCAL 447

) 
) 
) 
)
)
)



Executed this 2nd day of May, 2023) THE CORPORATION OF THE CITY
) OF ST. THOMAS

) 
) 
) Joe Preston, Mayor
) Maria Konefal, City Clerk
)
)
)

SCHEDULE "A"
Schedule of Hours of Work
Referred to in Clause 3, Hours of Work, Section 3.01
Average 42 Hour Work Week - 10 Hour Day, 14 Hour Night
of the current Agreement
between
THE CORPORATION OF THE CITY OF ST. THOMAS
and
THE ST. THOMAS PROFESSIONAL FIREFIGHTERS ASSOCIATION
O.P.F.F.A.

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1st Week Days	A2	A2	A2	A2	A1	A1	A1
Nights	B1	B1	B1	B2	B2	B2	B2
2nd Week Days	B1	B1	B1	B1	B2	B2	B2
Nights	A1	A1	A1	A2	A2	A2	A2
3rd Week Days	A1	A1	A1	A1	A2	A2	A2
Nights	B2	B2	B2	B1	B1	B1	B1
4th Week Days	B2	B2	B2	B2	B1	B1	B1
Nights	A2	A2	A2	A1	A1	A1	A1

FIRE PREVENTION/TRAINING OFFICER WORK SCHEDULE

- 1 employee works Monday to Thursday (A= CFPO, B=FPO 1, C=CTO, D=FPO 2)
- 1 employee works Tuesday to Friday
- alternate weeks

	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
WEEK 1	off A	on A	on A	on A	on A	off A	off A
	off B	off B	on B	on B	on B	on B	off B
	off C	off C	on C	on C	on C	on C	off C
	off D	on D	on D	on D	on D	off D	off D
WEEK 2	off A	off A	on A	on A	on A	on A	off A
	off B	on B	on B	on B	on B	off B	off B
	off C	off C	on C	on C	on C	on C	off C
	off D	on D	on D	on D	on D	off D	off D
WEEK 3	off A	on A	on A	on A	on A	off A	off A
	off B	off B	on B	on B	on B	on B	off B
	off C	off C	on C	on C	on C	on C	off C
	off D	on D	on D	on D	on D	off D	off D
WEEK 4	off A	off A	on A	on A	on A	on A	off A
	off B	on B	on B	on B	on B	off B	off B
	off C	off C	on C	on C	on C	on C	off C
	off D	on D	on D	on D	on D	off D	off D

The hours of work for the Fire Prevention/Training Section shall be 08:00 - 18:00 inclusive of a one-half hour paid lunch break.

SCHEDULE "B"

GRIEVANCE FORM

THE ST. THOMAS PROFESSIONAL FIREFIGHTERS

affiliated with

THE ONTARIO PROFESSIONAL FIREFIGHTERS' ASSOCIATION

and the St. Thomas Labour Council

305 Wellington St., St. Thomas, Ontario

Employer _____

Department _____

Employee's Name _____, **Class.** _____

Division _____, **Station** _____

Chief/Platoon Chief _____

Details of Grievance: _____

Clause of Agreement Violated: _____

Date Grievance Occurred: _____

Remedy Sought: _____

Date this form given to Director of Human Resources: _____

Signature of Employee: _____

Date Submitted: _____

SCHEDULE "C"

To the Agreement between the
Corporation of the City of St. Thomas
and the

St. Thomas Professional Firefighters' Association

EFFECTIVE: January 1, 2020 (1.33%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	121	121,604	4,677.07	2,338.54	668.15	55.68
Chief Fire Prev. Off.	121	121,604	4,677.07	2,338.54	584.63	58.46
Chief Training Officer	121	121,604	4,677.07	2,338.54	584.63	58.46
Captain	112	112,559	4,329.19	2,164.60	618.46	51.54
Fire Prev. Officer.	112	112,559	4,329.19	2,164.60	541.15	54.11
1st Class F.F.	100	100,499	3,865.35	1,932.67	552.19	46.02
2nd Class F.F.	90	90,449	3,478.81	1,739.41	496.97	41.41
3rd Class F.F.	80	80,399	3,092.28	1,546.14	441.75	36.81
4th Class F.F.	70	70,349	2,705.74	1,352.87	386.53	32.21
Probationer	60	60,299	2,319.21	1,159.60	331.32	27.61
Sr. R.T.O.	103	75,935	2,920.59	1,460.30	417.23	34.77
R.T.O.	(18 mos.)	73,724	2,835.53	1,417.76	405.08	33.76
R.T.O. I	(6 mos.)	61,481	2,364.65	1,182.33	337.81	28.15
R.T.O. II	(Start)	55,346	2,128.71	1,064.35	304.10	25.34

NOTE (1) All shift rates except for Fire Prevention/Training Personnel are based on 182 shifts.
Fire Prevention/Training Personnel (except for Lieu Day pay) rates are based on 208 shifts.

NOTE (2) All hourly rates, except for Fire Prevention/Training Personnel are based on 2,184 hours.
The hourly rate for Fire Prevention/Training Personnel is based on 2,080 hours.

EXPERIENTIAL PAY - JANUARY 1, 2020

Platoon Chief	8 - 16 years	121,604	+	3,015	=	124,619	57.06
	17 - 22 years	121,604	+	6,030	=	127,634	58.44
	23 + years	121,604	+	9,045	=	130,649	59.82
Chief Fire Prev. Off.	8 - 16 years	121,604	+	3,015	=	124,619	59.91
	17 - 22 years	121,604	+	6,030	=	127,634	61.36
	23 + years	121,604	+	9,045	=	130,649	62.81
Chief Training Officer	8 - 16 years	121,604	+	3,015	=	124,619	59.91
	17 - 22 years	121,604	+	6,030	=	127,634	61.36
	23 + years	121,604	+	9,045	=	130,649	62.81
Captain	8 - 16 years	112,559	+	3,015	=	115,574	52.92
	17 - 22 years	112,559	+	6,030	=	118,589	54.30
	23 + years	112,559	+	9,045	=	121,604	55.68
Fire Prevention Officer	8 - 16 years	112,559	+	3,015	=	115,574	55.56
	17 - 22 years	112,559	+	6,030	=	118,589	57.01
	23 + years	112,559	+	9,045	=	121,604	58.46
1st Class Firefighter	8 - 16 years	100,499	+	3,015	=	103,514	47.40
	17 - 22 years	100,499	+	6,030	=	106,529	48.78
	23 + years	100,499	+	9,045	=	109,544	50.16

EFFECTIVE: July 1, 2020 (1.33%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	121	123,222	4,739.29	2,369.65	677.04	56.42
Chief Fire Prev. Off.	121	123,222	4,739.29	2,369.65	592.41	59.24
Chief Training Officer	121	123,222	4,739.29	2,369.65	592.41	59.24
Captain	112	114,056	4,386.78	2,193.39	626.68	52.22
Fire Prev. Officer.	112	114,056	4,386.78	2,193.39	548.35	54.83
1st Class F.F.	100	101,836	3,916.77	1,958.38	559.54	46.63
2nd Class F.F.	90	91,652	3,525.09	1,762.55	503.58	41.97
3rd Class F.F.	80	81,469	3,133.42	1,566.71	447.63	37.30
4th Class F.F.	70	71,285	2,741.74	1,370.87	391.68	32.64
Probationer	60	61,102	2,350.06	1,175.03	335.72	27.98
Sr. R.T.O.	103	76,946	2,959.45	1,479.72	422.78	35.23
R.T.O.	(18 mos.)	74,705	2,873.25	1,436.63	410.46	34.21
R.T.O. I	(6 mos.)	62,299	2,396.10	1,198.05	342.30	28.53
R.T.O. II	(Start)	56,082	2,157.00	1,078.50	308.14	25.68

NOTE (1) All shift rates except for Fire Prevention/Training Personnel are based on 182 shifts.

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NOTE (2) All hourly rates, except for Fire Prevention/Training Personnel are based on 2,184 hours.
The hourly rate for Fire Prevention/Training Personnel is based on 2,080 hours.

EXPERIENTIAL PAY - July 1, 2020

Platoon Chief	8 - 16 years	123,222	+	3,055	=	126,277	57.82
	17 - 22 years	123,222	+	6,110	=	129,332	59.22
	23 + years	123,222	+	9,165	=	132,387	60.62
Chief Fire Prev. Off.	8 - 16 years	123,222	+	3,055	=	126,277	60.71
	17 - 22 years	123,222	+	6,110	=	129,332	62.18
	23 + years	123,222	+	9,165	=	132,387	63.65
Chief Training Officer	8 - 16 years	123,222	+	3,055	=	126,277	60.71
	17 - 22 years	123,222	+	6,110	=	129,332	62.18
	23 + years	123,222	+	9,165	=	132,387	63.65
Captain	8 - 16 years	114,056	+	3,055	=	117,111	53.62
	17 - 22 years	114,056	+	6,110	=	120,166	55.02
	23 + years	114,056	+	9,165	=	123,221	56.42
Fire Prevention Officer	8 - 16 years	114,056	+	3,055	=	117,111	56.30
	17 - 22 years	114,056	+	6,110	=	120,166	57.77
	23 + years	114,056	+	9,165	=	123,221	59.24
1st Class Firefighter	8 - 16 years	101,836	+	3,055	=	104,891	48.03
	17 - 22 years	101,836	+	6,110	=	107,946	49.43
	23 + years	101,836	+	9,165	=	111,001	50.82

EFFECTIVE: January 1, 2021 (1.33%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	121	124,860	4,802.30	2,401.15	686.04	57.17
Chief Fire Prev. Off.	121	124,860	4,802.30	2,401.15	600.29	60.03
Chief Training Officer	121	124,860	4,802.30	2,401.15	600.29	60.03
Captain	112	115,573	4,445.11	2,222.55	635.02	52.92
Fire Prev. Officer.	112	115,573	4,445.11	2,222.55	555.64	55.56
1st Class F.F.	100	103,190	3,968.85	1,984.42	566.98	47.25
2nd Class F.F.	90	92,871	3,571.96	1,785.98	510.28	42.52
3rd Class F.F.	80	82,552	3,175.08	1,587.54	453.58	37.80
4th Class F.F.	70	72,233	2,778.19	1,389.10	396.88	33.07
Probationer	60	61,914	2,381.31	1,190.65	340.19	28.35
Sr. R.T.O.	103	77,970	2,998.83	1,499.41	428.40	35.70
R.T.O.	(18 mos.)	75,699	2,911.48	1,455.74	415.93	34.66
R.T.O. I	(6 mos.)	63,128	2,427.98	1,213.99	346.85	28.90
R.T.O. II	(Start)	56,828	2,185.69	1,092.84	312.24	26.02

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NOTE (2) All hourly rates, except for Fire Prevention/Training Personnel are based on 2,184 hours.
The hourly rate for Fire Prevention/Training Personnel is based on 2,080 hours.

EXPERIENTIAL PAY - JANUARY 1, 2021

Platoon Chief	8 - 16 years	124,860	+	3,096	=	127,956	58.59
	17 - 22 years	124,860	+	6,191	=	131,051	60.00
	23 + years	124,860	+	9,287	=	134,147	61.42
Chief Fire Prev. Off.	8 - 16 years	124,860	+	3,096	=	127,956	61.52
	17 - 22 years	124,860	+	6,191	=	131,051	63.01
	23 + years	124,860	+	9,287	=	134,147	64.49
Chief Training Officer	8 - 16 years	124,860	+	3,096	=	127,956	61.52
	17 - 22 years	124,860	+	6,191	=	131,051	63.01
	23 + years	124,860	+	9,287	=	134,147	64.49
Captain	8 - 16 years	115,573	+	3,096	=	118,669	54.34
	17 - 22 years	115,573	+	6,191	=	121,764	55.75
	23 + years	115,573	+	9,287	=	124,860	57.17
Fire Prevention Officer	8 - 16 years	115,573	+	3,096	=	118,669	57.05
	17 - 22 years	115,573	+	6,191	=	121,764	58.54
	23 + years	115,573	+	9,287	=	124,860	60.03
1st Class Firefighter	8 - 16 years	103,190	+	3,096	=	106,286	48.67
	17 - 22 years	103,190	+	6,191	=	109,381	50.08
	23 + years	103,190	+	9,287	=	112,477	51.50

EFFECTIVE: July 1, 2021 (1.33%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	121	126,520	4,866.15	2,433.08	695.16	57.93
Chief Fire Prev. Off.	121	126,520	4,866.15	2,433.08	608.27	60.83
Chief Training Officer	121	126,520	4,866.15	2,433.08	608.27	60.83
Captain	112	117,109	4,504.21	2,252.10	643.46	53.62
Fire Prev. Officer.	112	117,109	4,504.21	2,252.10	563.03	56.30
1st Class F.F.	100	104,562	4,021.62	2,010.81	574.52	47.88
2nd Class F.F.	90	94,106	3,619.45	1,809.73	517.06	43.09
3rd Class F.F.	80	83,650	3,217.29	1,608.65	459.61	38.30
4th Class F.F.	70	73,193	2,815.13	1,407.57	402.16	33.51
Probationer	60	62,737	2,412.97	1,206.48	344.71	28.73
Sr. R.T.O.	103	79,007	3,038.73	1,519.36	434.10	36.18
R.T.O.	(18 mos.)	76,706	2,950.22	1,475.11	421.46	35.12
R.T.O. I	(6 mos.)	63,968	2,460.29	1,230.15	351.47	29.29
R.T.O. II	(Start)	57,584	2,214.76	1,107.38	316.39	26.37

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EXPERIENTIAL PAY - July 1, 2021

Platoon Chief	8 - 16 years	126,520	+	3,137	=	129,657	59.37
	17 - 22 years	126,520	+	6,274	=	132,794	60.80
	23 + years	126,520	+	9,411	=	135,931	62.24
Chief Fire Prev. Off.	8 - 16 years	126,520	+	3,137	=	129,657	62.34
	17 - 22 years	126,520	+	6,274	=	132,794	63.84
	23 + years	126,520	+	9,411	=	135,931	65.35
Chief Training Officer	8 - 16 years	126,520	+	3,137	=	129,657	62.34
	17 - 22 years	126,520	+	6,274	=	132,794	63.84
	23 + years	126,520	+	9,411	=	135,931	65.35
Captain	8 - 16 years	117,109	+	3,137	=	120,246	55.06
	17 - 22 years	117,109	+	6,274	=	123,383	56.49
	23 + years	117,109	+	9,411	=	126,520	57.93
Fire Prevention Officer	8 - 16 years	117,109	+	3,137	=	120,246	57.81
	17 - 22 years	117,109	+	6,274	=	123,383	59.32
	23 + years	117,109	+	9,411	=	126,520	60.83
1st Class Firefighter	8 - 16 years	104,562	+	3,137	=	107,699	49.31
	17 - 22 years	104,562	+	6,274	=	110,836	50.75
	23 + years	104,562	+	9,411	=	113,973	52.19

EFFECTIVE: January 1, 2022 (1.33%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	121	128,203	4,930.89	2,465.44	704.41	58.70
Chief Fire Prev. Off.	121	128,203	4,930.89	2,465.44	616.36	61.64
Chief Training Officer	121	128,203	4,930.89	2,465.44	616.36	61.64
Captain	112	118,667	4,564.13	2,282.06	652.02	54.33
Fire Prev. Officer.	112	118,667	4,564.13	2,282.06	570.52	57.05
1st Class F.F.	100	105,953	4,075.12	2,037.56	582.16	48.51
2nd Class F.F.	90	95,358	3,667.60	1,833.80	523.94	43.66
3rd Class F.F.	80	84,762	3,260.09	1,630.05	465.73	38.81
4th Class F.F.	70	74,167	2,852.58	1,426.29	407.51	33.96
Probationer	60	63,572	2,445.07	1,222.53	349.30	29.11
Sr. R.T.O.	103	80,058	3,079.15	1,539.58	439.88	36.66
R.T.O.	(18 mos.)	77,726	2,989.47	1,494.73	427.07	35.59
R.T.O. I	(6 mos.)	64,819	2,493.03	1,246.51	356.15	29.68
R.T.O. II	(Start)	58,350	2,244.23	1,122.11	320.60	26.72

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The hourly rate for Fire Prevention/Training Personnel is based on 2,080 hours.

EXPERIENTIAL PAY - JANUARY 1, 2022

Platoon Chief	8 - 16 years	128,203	+	3,179	=	131,382	60.16
	17 - 22 years	128,203	+	6,357	=	134,560	61.61
	23 + years	128,203	+	9,536	=	137,739	63.07
Chief Fire Prev. Off.	8 - 16 years	128,203	+	3,179	=	131,382	63.16
	17 - 22 years	128,203	+	6,357	=	134,560	64.69
	23 + years	128,203	+	9,536	=	137,739	66.22
Chief Training Officer	8 - 16 years	128,203	+	3,179	=	131,382	63.16
	17 - 22 years	128,203	+	6,357	=	134,560	64.69
	23 + years	128,203	+	9,536	=	137,739	66.22
Captain	8 - 16 years	118,667	+	3,179	=	121,846	55.79
	17 - 22 years	118,667	+	6,357	=	125,024	57.25
	23 + years	118,667	+	9,536	=	128,203	58.70
Fire Prevention Officer	8 - 16 years	118,667	+	3,179	=	121,846	58.58
	17 - 22 years	118,667	+	6,357	=	125,024	60.11
	23 + years	118,667	+	9,536	=	128,203	61.64
1st Class Firefighter	8 - 16 years	105,953	+	3,179	=	109,132	49.97
	17 - 22 years	105,953	+	6,357	=	112,310	51.42
	23 + years	105,953	+	9,536	=	115,489	52.88

EFFECTIVE: July 1, 2022 (1.33%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	121	129,908	4,996.46	2,498.23	713.78	59.48
Chief Fire Prev. Off.	121	129,908	4,996.46	2,498.23	624.56	62.46
Chief Training Officer	121	129,908	4,996.46	2,498.23	624.56	62.46
Captain	112	120,245	4,624.82	2,312.41	660.69	55.06
Fire Prev. Officer.	112	120,245	4,624.82	2,312.41	578.10	57.81
1st Class F.F.	100	107,362	4,129.31	2,064.65	589.90	49.16
2nd Class F.F.	90	96,626	3,716.38	1,858.19	530.91	44.24
3rd Class F.F.	80	85,890	3,303.45	1,651.72	471.92	39.33
4th Class F.F.	70	75,153	2,890.52	1,445.26	412.93	34.41
Probationer	60	64,417	2,477.58	1,238.79	353.94	29.50
Sr. R.T.O.	103	81,123	3,120.10	1,560.05	445.73	37.14
R.T.O.	(18 mos.)	78,760	3,029.22	1,514.61	432.75	36.06
R.T.O. I	(6 mos.)	65,681	2,526.20	1,263.10	360.89	30.07
R.T.O. II	(Start)	59,126	2,274.08	1,137.04	324.87	27.07

NOTE (1) All shift rates except for Fire Prevention/Training Personnel are based on 182 shifts.
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NOTE (2) All hourly rates, except for Fire Prevention/Training Personnel are based on 2,184 hours.
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EXPERIENTIAL PAY - July 1, 2022

Platoon Chief	8 - 16 years	129,908	+	3,221	=	133,129	60.96
	17 - 22 years	129,908	+	6,442	=	136,350	62.43
	23 + years	129,908	+	9,663	=	139,571	63.91
Chief Fire Prev. Off.	8 - 16 years	129,908	+	3,221	=	133,129	64.00
	17 - 22 years	129,908	+	6,442	=	136,350	65.55
	23 + years	129,908	+	9,663	=	139,571	67.10
Chief Training Officer	8 - 16 years	129,908	+	3,221	=	133,129	64.00
	17 - 22 years	129,908	+	6,442	=	136,350	65.55
	23 + years	129,908	+	9,663	=	139,571	67.10
Captain	8 - 16 years	120,245	+	3,221	=	123,466	56.53
	17 - 22 years	120,245	+	6,442	=	126,687	58.01
	23 + years	120,245	+	9,663	=	129,908	59.48
Fire Prevention Officer	8 - 16 years	120,245	+	3,221	=	123,466	59.36
	17 - 22 years	120,245	+	6,442	=	126,687	60.91
	23 + years	120,245	+	9,663	=	129,908	62.46
1st Class Firefighter	8 - 16 years	107,362	+	3,221	=	110,583	50.63
	17 - 22 years	107,362	+	6,442	=	113,804	52.11
	23 + years	107,362	+	9,663	=	117,025	53.58

EFFECTIVE: January 1, 2023 (1.33%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	121	131,636	5,062.92	2,531.46	723.27	60.27
Chief Fire Prev. Off.	121	131,636	5,062.92	2,531.46	632.86	63.29
Chief Training Officer	121	131,636	5,062.92	2,531.46	632.86	63.29
Captain	112	121,845	4,686.34	2,343.17	669.48	55.79
Fire Prev. Officer.	112	121,845	4,686.34	2,343.17	585.79	58.58
1st Class F.F.	100	108,790	4,184.23	2,092.12	597.75	49.81
2nd Class F.F.	90	97,911	3,765.81	1,882.90	537.97	44.83
3rd Class F.F.	80	87,032	3,347.38	1,673.69	478.20	39.85
4th Class F.F.	70	76,153	2,928.96	1,464.48	418.42	34.87
Probationer	60	65,274	2,510.54	1,255.27	358.65	29.89
Sr. R.T.O.	103	82,202	3,161.61	1,580.80	451.66	37.64
R.T.O.	(18 mos.)	79,808	3,069.52	1,534.76	438.50	36.54
R.T.O. I	(6 mos.)	66,555	2,559.79	1,279.90	365.68	30.47
R.T.O. II	(Start)	59,912	2,304.32	1,152.16	329.19	27.43

NOTE (1) All shift rates except for Fire Prevention/Training Personnel are based on 182 shifts.
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The hourly rate for Fire Prevention/Training Personnel is based on 2,080 hours.

EXPERIENTIAL PAY - JANUARY 1, 2023

Platoon Chief	8 - 16 years	131,636	+	3,264	=	134,900	61.77
	17 - 22 years	131,636	+	6,527	=	138,163	63.26
	23 + years	131,636	+	9,791	=	141,427	64.76
Chief Fire Prev. Off.	8 - 16 years	131,636	+	3,264	=	134,900	64.86
	17 - 22 years	131,636	+	6,527	=	138,163	66.42
	23 + years	131,636	+	9,791	=	141,427	67.99
Chief Training Officer	8 - 16 years	131,636	+	3,264	=	134,900	64.86
	17 - 22 years	131,636	+	6,527	=	138,163	66.42
	23 + years	131,636	+	9,791	=	141,427	67.99
Captain	8 - 16 years	121,845	+	3,264	=	125,109	57.28
	17 - 22 years	121,845	+	6,527	=	128,372	58.78
	23 + years	121,845	+	9,791	=	131,636	60.27
Fire Prevention Officer	8 - 16 years	121,845	+	3,264	=	125,109	60.15
	17 - 22 years	121,845	+	6,527	=	128,372	61.72
	23 + years	121,845	+	9,791	=	131,636	63.29
1st Class Firefighter	8 - 16 years	108,790	+	3,264	=	112,054	51.31
	17 - 22 years	108,790	+	6,527	=	115,317	52.80
	23 + years	108,790	+	9,791	=	118,581	54.30

EFFECTIVE: July 1, 2023 (1.33%)

Classification	%	Annual	Bi-Weekly	Weekly	Shift(1)	Hourly(2)
Platoon Chief	121	133,387	5,130.26	2,565.13	732.89	61.07
Chief Fire Prev. Off.	121	133,387	5,130.26	2,565.13	641.28	64.13
Chief Training Officer	121	133,387	5,130.26	2,565.13	641.28	64.13
Captain	112	123,465	4,748.67	2,374.34	678.38	56.53
Fire Prev. Officer.	112	123,465	4,748.67	2,374.34	593.58	59.36
1st Class F.F.	100	110,237	4,239.88	2,119.94	605.70	50.47
2nd Class F.F.	90	99,213	3,815.90	1,907.95	545.13	45.43
3rd Class F.F.	80	88,190	3,391.91	1,695.95	484.56	40.38
4th Class F.F.	70	77,166	2,967.92	1,483.96	423.99	35.33
Probationer	60	66,142	2,543.93	1,271.97	363.42	30.28
Sr. R.T.O.	103	83,296	3,203.67	1,601.84	457.67	38.14
R.T.O.	(18 mos.)	80,869	3,110.36	1,555.18	444.34	37.03
R.T.O. I	(6 mos.)	67,440	2,593.85	1,296.93	370.55	30.88
R.T.O. II	(Start)	60,709	2,334.96	1,167.48	333.57	27.80

NOTE (1) All shift rates except for Fire Prevention/Training Personnel are based on 182 shifts.
Fire Prevention/Training Personnel (except for Lieu Day pay) rates are based on 208 shifts.

NOTE (2) All hourly rates, except for Fire Prevention/Training Personnel are based on 2,184 hours.
The hourly rate for Fire Prevention/Training Personnel is based on 2,080 hours.

EXPERIENTIAL PAY - July 1, 2023 (1.33%)

Platoon Chief	8 - 16 years	133,387	+	3,307	=	136,694	62.59
	17 - 22 years	133,387	+	6,614	=	140,001	64.10
	23 + years	133,387	+	9,921	=	143,308	65.62
Chief Fire Prev. Off.	8 - 16 years	133,387	+	3,307	=	136,694	65.72
	17 - 22 years	133,387	+	6,614	=	140,001	67.31
	23 + years	133,387	+	9,921	=	143,308	68.90
Chief Training Officer	8 - 16 years	133,387	+	3,307	=	136,694	65.72
	17 - 22 years	133,387	+	6,614	=	140,001	67.31
	23 + years	133,387	+	9,921	=	143,308	68.90
Captain	8 - 16 years	123,465	+	3,307	=	126,772	58.05
	17 - 22 years	123,465	+	6,614	=	130,079	59.56
	23 + years	123,465	+	9,921	=	133,386	61.07
Fire Prevention Officer	8 - 16 years	123,465	+	3,307	=	126,772	60.95
	17 - 22 years	123,465	+	6,614	=	130,079	62.54
	23 + years	123,465	+	9,921	=	133,386	64.13
1st Class Firefighter	8 - 16 years	110,237	+	3,307	=	113,544	51.99
	17 - 22 years	110,237	+	6,614	=	116,851	53.50
	23 + years	110,237	+	9,921	=	120,158	55.02

EFFECTIVE: January 1, 2024 (2%)

<u>Classification</u>	<u>%</u>	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Shift(1)</u>	<u>Hourly(2)</u>
Platoon Chief	124	139,428	5,362.62	2,681.31	766.09	63.84
Chief Fire Prev. Off.	124	139,428	5,362.62	2,681.31	670.33	67.03
Chief Training Officer	124	139,428	5,362.62	2,681.31	670.33	67.03
Captain	115	129,308	4,973.40	2,486.70	710.49	59.21
Fire Prev. Officer.	115	129,308	4,973.40	2,486.70	621.67	62.17
1st Class F.F.	100	112,442	4,324.69	2,162.35	617.81	51.48
2nd Class F.F.	90	101,198	3,892.22	1,946.11	556.03	46.34
3rd Class F.F.	80	89,954	3,459.75	1,729.88	494.25	41.19
4th Class F.F.	70	78,709	3,027.28	1,513.64	432.47	36.04
Probationer	60	67,465	2,594.82	1,297.41	370.69	30.89
Sr. R.T.O.	103	84,961	3,267.73	1,633.86	466.82	38.90
R.T.O.	(18 mos.)	82,486	3,172.55	1,586.28	453.22	37.77
R.T.O. I	(6 mos.)	68,789	2,645.72	1,322.86	377.96	31.50
R.T.O. II	(Start)	61,923	2,381.66	1,190.83	340.24	28.35

NOTE (1) All shift rates except for Fire Prevention/Training Personnel are based on 182 shifts.
Fire Prevention/Training Personnel (except for Lieu Day pay) rates are based on 208 shifts.

NOTE (2) All hourly rates, except for Fire Prevention/Training Personnel are based on 2,184 hours.
The hourly rate for Fire Prevention/Training Personnel is based on 2,080 hours.

EXPERIENTIAL PAY - JANUARY 1, 2024

Platoon Chief	8 - 16 years	139,428	+	3,373	=	142,801	65.39
	17 - 22 years	139,428	+	6,747	=	146,175	66.93
	23 + years	139,428	+	10,120	=	149,548	68.47
Chief Fire Prev. Off.	8 - 16 years	139,428	+	3,373	=	142,801	68.65
	17 - 22 years	139,428	+	6,747	=	146,175	70.28
	23 + years	139,428	+	10,120	=	149,548	71.90
Chief Training Officer	8 - 16 years	139,428	+	3,373	=	142,801	68.65
	17 - 22 years	139,428	+	6,747	=	146,175	70.28
	23 + years	139,428	+	10,120	=	149,548	71.90
Captain	8 - 16 years	129,308	+	3,373	=	132,681	60.75
	17 - 22 years	129,308	+	6,747	=	136,055	62.30
	23 + years	129,308	+	10,120	=	139,428	63.84
Fire Prevention Officer	8 - 16 years	129,308	+	3,373	=	132,681	63.79
	17 - 22 years	129,308	+	6,747	=	136,055	65.41
	23 + years	129,308	+	10,120	=	139,428	67.03
1st Class Firefighter	8 - 16 years	112,442	+	3,373	=	115,815	53.03
	17 - 22 years	112,442	+	6,747	=	119,189	54.57
	23 + years	112,442	+	10,120	=	122,562	56.12

SCHEDULE "D"

LETTER OF UNDERSTANDING

SUPPLEMENTARY AGREEMENT

The parties hereto agree to the following conditions of this Supplementary Agreement:

When the number of Firefighters on active duty falls below eleven (11), the Corporation shall call off-shift firefighters to maintain a minimum as stated above on duty in accordance with the following:

1. When determining the vacancy to be filled, vacation tours and attendance at any approved training course or program shall not be construed as creating the vacancy.
2. The numbers, above, includes the Dispatcher. (RTO)
3. Firefighters shall be called for supplemental duty sequentially, in order of seniority.
 - 1) Officer Rank Supplementing Rules (Schedule D1)
 - 2) R.T.O. Supplementing Rules (Schedule D2)
4. Eligibility of members for calls.
All new staff will be put on the supplement list after the successful completion of their probation period (6 months). Assignment of call numbers see Schedule D4.
5. Except in cases of emergency, to maintain an active duty roster of the minimum as stated above, Firefighters will not be called for supplemental duty if it will result in a double shift. Such eventuality would only occur if and when all available Firefighters have been given the opportunity of accepting supplemental duty. This provision is subject to the following:

A DOUBLE SHIFT IS DEFINED AS (2) TWO CONSECUTIVE FULL SHIFTS EITHER SCHEDULED OR SUPPLEMENTARY

- a) A firefighter shall not lose their turn by refusing double shifts.
 - b) When a supplemental shift occurs, following a completed shift, a member shall be paid a meal allowance of \$15.00 for each completed shift before they are relieved .
 - c) The firefighter working the double shift shall have the option of working dispatch duties for the second shift so long as such choice does not displace a Dispatcher (RTO).
6. Firefighters and R.T.O's called for and accepting supplemental duty shall receive the following:
 1. 6 Hours banked time off and 12 hours paid out or
 2. 12 Hours banked time off and 6 hours paid out or
 3. 18 Hours banked time off or 18 hours paid out

Pay for all supplemental duties shall be on the member's next pay period. Time off will be taken in full shifts only (12 hours).

TIME OFF REQUESTS SHALL BE IN ACCORDANCE WITH SCHEDULE D5

7. Calls for supplemental duty shall be made within one and one half (1.5) hours of the start of a shift. Firefighters, eligible for supplemental duty, shall be called for a maximum of five (5) minutes at five (5) minute intervals, with a maximum of two (2) calls being made. The phone will be allowed to ring eight (8) times on each call or until answered by an answering machine, whichever comes first. If answered by an answering machine, a voice message indicating the nature of the call shall be left. Additional and/or subsequent calls shall be carried out in accordance with the above.

A firefighter who is contacted on the first of their two (2) calls, shall have the ability to defer their decision until either they call back with their decision or they are called for the second time five (5) minutes later, whichever occurs first. However, in no circumstances will they have longer than five (5) minutes to make their final decision.

The firefighter reporting for duty within one (1) hour of their call or beginning of the shift, whichever occurs later shall be paid for the whole shift.

An off-shift firefighter who is unavailable for supplemental duty for all or part of their off-shift, will complete a waiver advising that he is unavailable for such time(s). A firefighter who is unavailable for supplemental duty as above, shall lose their right to a call for said period(s).

8. A log shall be maintained, recording the disposition of each call and shall be available for review by the Firefighters.
9. In the event that a Firefighter is called for supplemental duty out of sequence, the displaced firefighter, demonstrating availability, shall be scheduled for first choice of the next three (3) appropriate call-ins.

Should the displaced firefighter not respond to any of these three (3) opportunities, he shall be deemed to have lost their preferential status. Once having accepted one of the three (3) preferential call-ins, the displaced firefighter shall resume their normal sequential order.

10. No firefighter shall be called for supplemental duty while on Association Business, vacation, substituting for another member or while attending Fire College or any approved training course or program. It is understood and agreed by the parties, that while a Firefighter is unavailable for supplemental duty for the above reasons, he shall not lose their right to a call for that period. Firefighters returning from such periods of absence shall be brought into line with the number of calls the other members of the group have received before the next eligible Firefighter is called.
11. When a Firefighter returns to duty from vacation, sick leave or Workplace Safety and Insurance Board compensation covered by the provisions of "10" above, he shall have a ten (10) or fourteen (14) hour waiting period, depending on their group's shift before being eligible for supplemental duty.
12. Firefighters who have selected two (2) or more consecutive tours of vacation shall be eligible for supplemental duty during the "days-off" portion of their vacation tours.
13. When acting rank is required, it shall be assigned to the senior, qualified firefighter in the group, including the firefighter(s) called in to supplement.
14. Duty assignments shall be made by the Officer in charge, consistent with a firefighter's demonstrated

abilities, physical capabilities and seniority.

15. Staffing shortages, which may occur within two (2) hours of the start of the next shift, through unforeseen circumstances, may be filled at the discretion of management. A firefighter shall not lose their turn by refusing such special call.
16. The Corporation agrees that it will not utilize these provisions to staff a sub-station.
17. Firefighters not wishing to participate in the supplemental staffing procedure, may revoke their entitlement by completing a "Waiver of Supplemental Duty" form.
18. The "To" date on any waiver shall not be considered as being available for supplemental duty on that date for the shift indicated on the waiver form. Where no shift is indicated, it shall be understood that the firefighter is not available for supplemental duty for either shift on that date.
19. As a result of the above, up to two (2) firefighters' within the same Group may select the same vacation period subject to the following:
 - (a) Two (2) employees of the same group may not select the same vacation period when another member of the group is scheduled for attendance at the Ontario Fire College or Regional location as part of the Company Officer program or Recruitment Training offered by the Ontario Fire College, during the same period;
 - (b) Three (3) officers of the same group may not be off duty, on vacation, simultaneously.
 - (c) If a vacation period, which has previously been committed for, becomes open, other members of the same group shall be given the option, in order of seniority, to select such open period in lieu of their previous choice and this process shall continue until all members of the group have exercised such option.
20. Where a Firefighter or RTO is called in error (ie. Called in for supplemental duty when vacancy does not exist) shall be sent home with a minimum of one (1) hour pay at time and one half (1 ½) their hourly rate.

SCHEDULE D1 SUPPLEMENTING OFFICER RANKS

To maintain an active force with three (3) officers or one (1) officer and two (2) Acting Rank.

If an officer position needs to be filled by supplementing, it shall be offered to:

- 1st - the off-duty officers, according to eligibility.
- 2nd - officers to work a double shift by eligibility. No officer shall lose their turn by refusing a double shift.
- 3rd -
 - a) if an acting rank is available on the affected shift go to men's list for supplement person. If no acting rank go to 3rd (b).
 - b) the off-duty acting rank according to eligibility. Not to be penalized for refusal.
- 4th - acting rank to work a double shift by eligibility. Not to be penalized for refusal.

If supplementing necessitates officers working more than a 24 hour period, follow steps 1 - 3 - 2 - 4 for sequence of calling.

SCHEDULE D2
SUPPLEMENTING FOR RADIO/TELEPHONE OPERATORS

If an RTO position needs to be filled by supplementing, it shall be offered to:

- 1st - the off-duty RTO's according to eligibility
- 2nd - RTO's to work a double shift by eligibility. No RTO shall lose their turn by refusing a double shift.
- 3rd - proceed to the firefighter list, according to eligibility.

SCHEDULE D3
SUPPLEMENTING - PARTIAL SHIFT

OFFICER CAUSES SHORTAGE:

- 1. Call the oncoming Officers.
- 2. If unsuccessful, and there is an acting rank available on the on-duty group, call the oncoming firefighters as long as at least one officer will remain on duty.
- 3. If still unsuccessful, call the off-duty officers.
- 4. If an off-duty officer is unavailable, call the off-duty firefighters.

For each of the above, use the "Short Supplement Calling List" according to number of calls and seniority sequence (most Senior Firefighter with lowest number of calls) and follow the CALLING PROCEDURE found below.

FIREFIGHTER CAUSES SHORTAGE:

- 1. Call an oncoming firefighter.
- 2. If unable to get anyone from the oncoming group, go to the off-duty groups.

For each of the above, use the "Short Supplement Calling List" according to number of calls and seniority sequence (most Senior Firefighter with lowest number of calls) and follow the CALLING PROCEDURE found below.

RTO CAUSES SHORTAGE:

- 1. Call the oncoming RTO.
- 2. If unable to get an RTO from the oncoming group, call the off-duty RTO(s).
- 3. If unable to get an RTO, call the oncoming firefighters.
- 4. If unable to get anyone from the oncoming group, go to the off duty groups.

For each of the above, use the "Short Supplement Calling List" according to number of calls and seniority sequence (most Senior Firefighter with lowest number of calls) and follow the CALLING PROCEDURE found below.

SHORT SUPPLEMENT CALLING PROCEDURE:

1. Each person shall receive only one call. (8 rings)
2. Only those accepting calls will be marked on the Short Supplement List.

SCHEDULE D4 NEW MEMBERS - ELIGIBILITY

All probationary employees shall be added to the supplementing lists after completion of their six month probation period. They shall be assigned the highest call number on their group.

When a member is transferred to another group, he shall carry their number of calls, whatever it is, to the new group.

When a member returns to their previous position under the provisions of 13.09, they shall be assigned the highest call number on the group.

SCHEDULE D5 TIME OFF BANK RULES

All time off requests will be on inter office memo forms and will contain the following:

date of request
date requested - with the time requested
signed

All time off requests will be approved by the Chief or Deputy Chief or in their absence the Officer in Charge can approve requests, for time off, during the members current tour of duty. Requests will go to the Chief as soon as possible for deduction from the member's time off bank.

Time requested will automatically be removed from the member's time off bank. If the member does not have sufficient time in their bank, the pass will be refused with a written explanation.

It is the member's responsibility to know the balance of their bank.

The member shall have up to (10) ten days prior to the requested time off date to cancel the requested time and such time shall be placed back in the member's time off bank.

A copy of the member's bank will be given to each member once a year and they can ask the Chief or Deputy Chief for an update at any reasonable time.

MEMORANDUM OF AGREEMENT #1
IMPLEMENTATION OF 24-HOUR SHIFTS FOR SUPPRESSION FIREFIGHTERS
BETWEEN

THE ST. THOMAS PROFESSIONAL FIREFIGHTERS' ASSOCIATION
IAFF Local 447
(Association)

and

THE CORPORATION OF THE CITY OF ST. THOMAS
(Employer)

10/23

This Memorandum of Agreement (MOA) is the result of a collaborative effort between the Corporation of the City of St. Thomas and the St. Thomas Professional Firefighters Association IAFF Local 447. The parties agree that the following agreement will set out the terms and conditions for the implementation of a twenty-four (24) hour shift schedule for the Suppression Division, on a three-year trial basis effective January 1, 2022 to December 31, 2024.

This Agreement does not restrict the parties from agreeing to amend the current Collective Agreement or from negotiating a new Collective Agreement so long as those changes do not affect the terms of the 24-Hour Shift Trial Period.

1. The Association and the Employer agree that this MOA does not amend the Collective Agreement. Unless expressly amended herein, the terms and conditions of the Collective Agreement shall prevail.
2. The parties agree this MOA does not in any way limit the rights of the Corporation or the Association under the current Collective Agreement.
3. The parties agree that the amendments as listed herein shall only apply to suppression firefighters unless indicated otherwise.
4. The parties agree that the twenty-four (24) hour shift trial for the Suppression Division will be effective January 1, 2022 to December 31, 2024. The schedule will start the first schedule tour in January 2022 (to be determined).
5. The parties agree to meet on a date not later than June 30, 2024 to discuss whether the twenty-four (24) hour shift schedule will continue or be terminated at the conclusion of the trial period.
6. Definition of a Shift

For the purpose of the 24-hour shift trial, the hours of work are 08:00 to 08:00. A twenty-four (24) hour shift is considered 2 shifts comprised of a combined 10-hour day shift (08:00 to 18:00) and a 14-hour night shift (18:00 to 08:00). For payroll purposes either portion of the 24-hour shift (day or night shift) shall be defined as 12 hours.



7. Definition of a Tour

The parties agree that a tour is defined as week 1, 2, 3, or 4 as indicated in the chart below.

Toronto Fire Services shift model replaces Schedule "A" for the Suppression division only.

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

8. Maximum Hours

Suppression Firefighters can work a maximum of thirty-eight (38) consecutive hours of duty under the 24-hour shift schedule.

9. Sick Days

Sick days shall be calculated as two (2) sick days for a 24-hour shift, and one (1) sick day for either the 10-hour or 14-hour portion of the 24-hour shift.

10. Leaves of Absence

Bereavement- No change (current practice)

Association Leave- No change (current practice)

Statutory holiday- a single statutory holiday will be considered as 12 hours.

11. Elections

Firefighters working a 24-hour shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advanced poll or, vote online if available or arrange for a shift exchange.

12. Promotions and Seniority

For the purpose of this Article, ninety-one (91) shifts or six (6) calendar months. See definition of a 24-hour shift.

13. Vacation Credits

a.) Vacation tours are taken in credits. One (1) vacation tour comprises two (2) credits.

Vacation entitlement on the twenty-four (24) hour shift shall be as follows:

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

b.) When selecting week 4 as a vacation tour it must be paired up with another week 4 vacation tour on a later choice (unless there are none available then see below).

c.) For the tour which only has one 24 hour shift being worked, members selecting that week for vacation must pair up that selection with another week where only one single 24-hour shift is scheduled.

d.) When selecting the vacation picks, if there are no open/leftover week 4 tours for the 2nd single 24 hour tour (week 4), members shall be permitted to pair other corresponding single 24-hour shift, the parties have also agreed to open up a 2 shift week credit and split it up for vacation purposes.

14. The parties agree there shall be no enhancement in vacation payouts (one week earned is 42 hours) as a result of the twenty-four (24) shift schedule.

15. Performance Metrics

The parties agree that the performance metrics set out below will be the metrics used in the analysis of the 24-hour Shift Schedule trial. All data collected for the base year will be provided to the Association, and data throughout the trial years will be provided to the Association on an annual basis.

Benchmarks	Data to be provided to the Association
Sick leave	Sick time usage (in hours) for all comparative years. Evidence sick leave usage was a result of the 10/14 hour shift schedule worked by the members.
WSIB	WSIB claims for all comparative years.

Training	Data showing how long training took under the 10/14 shift schedule for all comparative years. Data indicating how many training opportunities were lost due to being on the 24 hour shift and any resulting increased costs.
Call backs	Data showing call backs for all comparative years.
Overtime	Overtime costs for all comparative years.

The base data for comparison shall be annual data from 2018, 2019 and 2020.

The parties agreed that comparison regarding attendance would only include those sick occurrences that are less than three (3) months in duration. This would apply to both the sick leave and overtime metrics.

16. The parties will meet quarterly, during the twenty-four (24) hour shift trial period, and/or at the request of the Fire Chief or Association President to resolve any outstanding issues and/or to determine how to implement any amendments to the twenty-four (24) hour shift and/or the Memorandum of Agreement as may be necessary. Reasonable effort shall be made to correct any problems identified by the parties.

17. Each party shall appoint up to three (3) persons to a twenty-four (24) hour Committee. Meetings of the twenty-four (24) hour Committee will be mutually arranged quarterly at a minimum, to review the performance metrics with a purpose to work through any concerns or issues that may arise. At a minimum two (2) committee members from each party shall attend. Upon mutual agreement the parties may agree to cancel a quarterly meeting if deemed not necessary to meet.

18. Dispute Resolution Mechanism

The City or the Association may give notice to terminate the trial at any time during the course of the trial, or in any event no later than ten (10) months prior to the end of the trial, subject to paragraph language included below in this article.

- The parties agree that in the event of any difference between the parties relating to the interpretation, application, administration or alleged violation of this LOU, the matter shall be referred to the Arbitration Board consisting of Stephens, Sack and Ball, or such Board of Arbitration as the parties may agree for the purpose of mediation.
- The Board shall convene mediation within 30 days of such referral or as soon as possible thereafter.
- While mediation or the referral back to Arbitration is pending no changes shall occur to the Suppression 24-hour shift schedule, unless agreed upon by the parties.

- In the event that the matter is not resolved at mediation, the parties shall endeavour to schedule a hearing within 30 days, thereafter. The parties agree that the hearing shall be scheduled expeditiously and that a decision shall be issued as soon as possible after the hearing.
- In order to facilitate the timely progress of such dispute resolution, the parties agree to utilize virtual hearings, telephone hearings, evening hearings or such other form of hearing as may be agreed between the parties after consultation with the Arbitrator.

In the event that a notice to terminate the trial is delivered by either party in accordance with the terms as set in this MOA or should the parties disagree as to whether or not the 24-hour shift schedule should be made permanent, the following procedure will apply:

- The parties must meet within 7 days of receipt of such notice to discuss the reasons for the termination of the trial including without limitation any of the Performance Metrics.
 - In the event that the parties agree to terminate the trial, the parties agree to revert back to the Collective Agreement on January 1 of the following year, or a date to be agreed between the parties.
 - In the event that the parties do not agree to terminate the trial or to continue it, the matter shall be referred to the Arbitration Board consisting of Stephens, Sack and Ball, or such Board of Arbitration as the parties may agree.
 - The Board shall endeavour to convene mediation within 30 days of such referral.
 - In the event that the matter is not resolved at mediation, the parties shall endeavour to schedule a hearing within 30 days, thereafter. The parties agree that the hearing shall be scheduled expeditiously and that a decision shall be issued as soon as possible after the hearing but, in any event, not later than 60 days prior to the end of the trial.
 - In order to facilitate the timely progress of such dispute resolution, the parties agree to utilize virtual hearings, telephone hearings, evening hearings or such other form of hearing as may be agreed between the parties after consultation with the Arbitrator.
19. During the 24-hour shift trial period for the Suppression Division, Radio-Telephone Operators vacation coverage will be in accordance with the Letter of Understanding agreed upon by the parties.

The following Articles are amended in the Collective Agreement in regards to the 24-hour shift schedule:

Article 13.01 Each new employee shall serve a probationary period of six (6) months or forty-five and a half (45.5) twenty-four (24) hour shifts. See definition of a 24-hour shift.

If a probationary employee were to miss two (2) shifts or more (not including vacation) then the probationary period will be extended by the amount of time missed. All references to 91 shifts need to be amended to 45.5 twenty-four (24) hour shifts.

Article 21.04 42 shifts of acting rank will be considered 21 twenty-four (24) hour shifts.

SIGNED AND DATED AT ST. THOMAS, ONTARIO ON THIS 19th DAY OF October 2021.

For the Corporation of
The City of St. Thomas



M. Stewart

Marissa Stewart

For the St. Thomas Professional
Firefighters Association, Local 447



TS

LETTER OF UNDERSTANDING #21-01

Between

THE CORPORATION OF THE CITY OF ST. THOMAS

and

THE ST. THOMAS PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 447

Re: Radio-Telephone Operator Vacation Coverage

The purpose of this Letter of Understanding is to provide a mechanism supplemental to the Collective Agreement, Letters of Understanding, or other jointly signed documents and Policies, for Radio Telephone Operator (RTO) vacation coverage utilizing scheduled overtime. The parties agree to the following:

1. RTO's will remain on the current schedule of rotating shifts in accordance with Schedule "A" (10/14 hour shifts) and vacation remains status quo.
2. This Letter of Understanding shall not alter the Collective Agreement and only is intended to be used to fill scheduled RTO vacation vacancies with overtime shifts.
3. Vacancies created by an RTO's vacation shall be filled with scheduled overtime arranged 28 days in advance of the selected vacation tour. For example, if a RTO is scheduled to be off on vacation for 4 day shifts it should be arranged on the previous Monday (0930 hrs) of the 4 day shift. The same applies to 3 & 3 filled on the previous Friday (0930 hrs), 4 night shifts on the previous Thursday (1800 hrs) of the 4 night shifts.
4. A RTO vacation coverage list will be created with sixteen (16) Firefighters for the sole purpose of working in Communications for RTO vacation coverage. Overtime created by RTO vacation shall be offered to Firefighters on the list in seniority order. If there are not 4 Firefighters signed up for their group list, the 4 least senior firefighters of each group respectively will be assigned to the list (i.e., when a Probationer becomes a 4th class F.F. and training sign off in Communications are complete, they assume the bottom spot). This list shall be used in filling vacation vacancies for Communications if the off-duty RTO declines the overtime vacancy shift. This list does not affect the regular supplement list in any way and will be separate.

DS

5. The RTO vacation coverage list will be used to fill scheduled vacancies on an overtime basis (similar to supplement list in current Collective Agreement, Schedule "D"). Overtime shall be offered as follows:
- a) Off-duty RTO
 - b) Off-duty Firefighter on the RTO vacation coverage list (see below #5)
 - c) Firefighter on the Regular Firefighter list
 - d) One (1) Firefighter of the four (4) Firefighters from the on-duty group will fill in Communications
 - e) RTO to work a 24 hour shift
 - f) RTO to work a maximum of 38 hours
 - g) One of the Firefighters on the RTO vacation coverage list to work a maximum of 38 hours
 - h) Regular Firefighter list to work a maximum of 38 hours
6. RTO's have the ability to select any vacation tour within the calendar year (same process we use now). When scheduled overtime is secured 28 days prior to the commencement of the selected vacation tour, the vacation tour for the RTO will be secured and not changed.
7. If a situation arises where a member scheduled for an overtime shift becomes unfit for duty, then it is acceptable to use the Supplementary Agreement to fill the vacancy.
8. The Association agrees that each 24 hour shift for reporting sickness and overtime can be divided into 10/14 segments for vacancies due to RTO vacation (i.e. no need to fill in full 24 hour shift to fill vacancies).
9. This LOU allows the working force and Supplementary Agreement to be maintained and implemented as necessary and maintains the past practice. Any other vacancies will be filled as per the Supplementary Agreement.
10. When a member is removed from the RTO vacation coverage list, they will be assigned the highest call number on the Firefighter scheduled overtime list for their respective group.
11. In the event that the 24-hour shift for the Suppression Division is terminated, this LOU will also terminate.

Dated at St. Thomas, Ontario this 19th day of October, 2021.

For the Employer



D. Decker

Marissa Stewart

For the Association



D. D.

MOS #3- Medical Certificates

MINUTES OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(THE "CITY")

AND

ST. THOMAS PFFA

(THE "ASSOCIATION")

WHEREAS the Association has filed grievances #2019-14, 2020-08 and 2020-17 (the "grievances"), each of which relate to requests for medical notes under either or both of Articles 6.13(iv) or Article 6.17 (collectively the "provisions");

AND WHEREAS the parties wish to settle the grievances and establish a procedure for requests under the provisions;

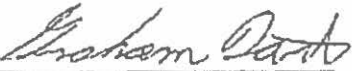
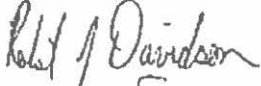
THE PARTIES AGREE AS FOLLOWS:

1. The Association recognizes that the City has the right to request a medical certificate (even for single day absences) pursuant to both of the provisions. The City recognizes that it must act reasonably in exercising its discretion to make such requests.
2. In the event that the City requests a medical certificate pursuant to either of the provisions, the Member or the Association on the Member's behalf (provided the Member is copied) may request reasons from the Chief and/or Deputy Chief as to why the request is being made, and the Chief and/or Deputy Chief shall provide their reasons.
3. Where the City requests a medical certificate under either provision, the request shall be made by the end of the business day (i.e., 4:30 pm Monday through Friday) that the Chief or Deputy Chief receives the duty roster in respect of the absence triggering the request. The Chief or Deputy Chief shall be deemed to receive the duty roster when it has been delivered to their attention and either of them is on duty. If both the Chief and Deputy Chief are off duty on a day other than Saturday and/or Sunday, and/or public holiday, the request for a medical certificate shall

not be made more than four (4) business days after the member's period of absence has ended.

4. The parties agree that these Minutes of Settlement pertain only to the interpretation of the provisions and these Minutes of Settlement are without prejudice to either parties' position with respect to the request and/or provision of medical information in other circumstances.
5. In consideration of the foregoing, the grievances are settled on a without prejudice and precedent basis, but the terms of these Minutes shall continue to apply subject to a further agreement between the parties.
6. Arbitrator Gedalof shall remain seized with respect to the implementation of these Minutes.

Signed this 16th day of October, 2020.


For the City
Marisea Stewart




For the Association



Letter of Understanding #4 – Short List Supplement on Day Shift Portion of the 24-hour Shift

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF ST. THOMAS

and

THE ST. THOMAS PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 447

Letter of Understanding- Short list supplement that occurs during day shift portion of the 24 hour shift (This is supplemental to the 24 hour shift MOA)

The purpose of this Letter of Understanding is to provide a mechanism supplemental to the Collective Agreement, Letters of Understanding, or other jointly signed documents and Policies, for covering short list supplement. The parties agree to the following:

OFFICER CAUSES SHORTAGE:

1. Call the off-duty Officers.
2. If unsuccessful, and there is an acting rank available on the on-duty group, call the off-duty firefighters as long as at least one officer will remain on duty.
3. If still unsuccessful, call the oncoming officers.
4. If an oncoming officer is unavailable, call the oncoming firefighters.
5. If off-duty members accept the day shift portion of the 24 hour shift, They shall be given the option of working the second half (night shift) portion of the 24 hour shift (if required).

For each of the above, use the "Short Supplement Calling List" according to number of calls and seniority sequence (most Senior Firefighter with lowest number of calls) and follow the CALLING PROCEDURE found below.

FIREFIGHTER CAUSES SHORTAGE:

1. Call an off-duty firefighter.
2. If unable to get anyone from the off-duty group, go to the oncoming groups.
3. If off-duty members accept the day shift portion of the 24 hour shift, they shall be given the option of working the second half (night shift) portion of the 24 hour shift (if required).

For each of the above, use the "Short Supplement Calling List" according to number of calls and seniority sequence (most Senior Firefighter with lowest number of calls) and follow the CALLING PROCEDURE found below.

RTO CAUSES SHORTAGE:

1. Call the oncoming RTO.
2. If unable to get an RTO from the oncoming group, call the off-duty RTO(s).
3. If unable to get an RTO, call the off-duty firefighters.
4. If unable to get anyone from the off-duty group, go to the oncoming groups.

For each of the above, use the "Short Supplement Calling List" according to number of calls and seniority sequence (most Senior Firefighter with lowest number of calls) and follow the CALLING PROCEDURE found below.

SHORT SUPPLEMENT CALLING PROCEDURE:

1. Each person shall receive only one call. (8 rings)
2. All calls will be marked on the Short Supplement List.
3. Scheduled events (ie. Canada day, fire prevention, public events) off-duty short list shall be utilized.
4. Short list supplement that occurs during night shift portion of the 24 hour shift shall remain as written.

In the event that the 24-hour shift for the Suppression Division is terminated, this LOU will also terminate.

Dated at St. Thomas, Ontario this 13th day of October, 2021.

For the Employer



For the Association



LOA #5- Maximum Hours of Consecutive Work & Denied Shift Trade

**LETTER OF AGREEMENT
BETWEEN**

**THE CORPORATION OF THE CITY OF ST. THOMAS
(the Employer)**

AND

**LOCAL 447, ST. THOMAS PROFESSIONAL FIREFIGHTERS ASSOCIATION
(the Association)**

RE: MAXIMUM HOURS OF CONSECUTIVE WORK

The Corporation of the City of St. Thomas and the St. Thomas Professional Fire Fighters Association agree that a member shall not work more than three (3) consecutive shifts.

A member shall not be called for supplemental duty if it will result in the members working more than three consecutive shifts. The member will not be penalized as per Schedule D of the Collective Agreement.

A member shall only be allowed to work more than three (3) consecutive shifts if approved by the Fire Chief or his designate.

After an individual has worked consecutively for a twenty-four (24) hour period, an assessment will take place. The on-duty Platoon Chief at their discretion, will determine whether a driver is fit to continue to drive. The Platoon Chief will also assess the ability of the individual to administer medications.

LOA # 6- Negotiation Days

LETTER OF AGREEMENT

Between

**The Corporation of the City of St. Thomas
("The Employer")**

-and-

**Ontario Professional Firefighters Association, Local 447
("The Association")**

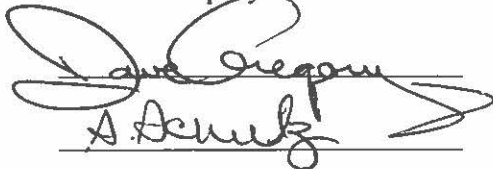
RE: NEGOTIATION DAYS

It is mutually agreed and understood between the parties that without prejudice and/or precedent, the City and The Ontario Professional Firefighters Association, Local 447 agree to the following:

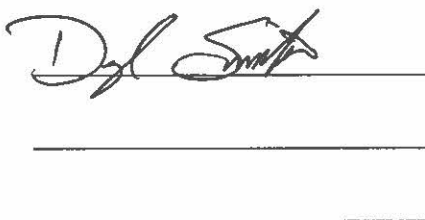
- 1.) The City of St. Thomas Fire Department will reimburse the St. Thomas Professional Firefighters Association for the actual cost of association passes for members of the negotiation committee, to a maximum of 3 STPFFA members to participate in the negotiation of a collective agreement with the City of St. Thomas. This agreement shall apply when the STPFFA bargaining committee members are required to absent themselves from their regular schedule of work at the St. Thomas Fire Department in order to attend negotiations.
- 2.) Where the negotiations span the change from one calendar year to another, the settlement of any accumulated days owing to the Association shall be made as of December 31 in each calendar year by the City. Payment shall be received within 15 days of receipt of an invoice from the Association.
- 3.) Payment for the Association pass will be at the regular rate paid by the STPFFA for any other Association passes paid out by the Association. A notice of the daily rate shall be submitted to the Fire Department Administration by January 15 of each calendar year.

Dated at St. Thomas, Ontario this 14 day of April, 2023.

For the Employer



For the Association



MINUTES OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(THE "CITY")

AND

ST. THOMAS PFFA

(THE "ASSOCIATION")

WHEREAS the Association has filed grievances #2019-14, 2020-08 and 2020-17 (the "grievances"), each of which relate to requests for medical notes under either or both of Articles 6.13(iv) or Article 6.17 (collectively the "provisions");

AND WHEREAS the parties wish to settle the grievances and establish a procedure for requests under the provisions;

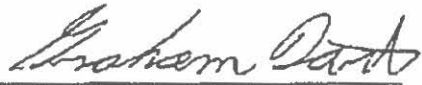
THE PARTIES AGREE AS FOLLOWS:

1. The Association recognizes that the City has the right to request a medical certificate (even for single day absences) pursuant to both of the provisions. The City recognizes that it must act reasonably in exercising its discretion to make such requests.
2. In the event that the City requests a medical certificate pursuant to either of the provisions, the Member or the Association on the Member's behalf (provided the Member is copied) may request reasons from the Chief and/or Deputy Chief as to why the request is being made, and the Chief and/or Deputy Chief shall provide their reasons.
3. Where the City requests a medical certificate under either provision, the request shall be made by the end of the business day (i.e., 4:30 pm Monday through Friday) that the Chief or Deputy Chief receives the duty roster in respect of the absence triggering the request. The Chief or Deputy Chief shall be deemed to receive the duty roster when it has been delivered to their attention and either of them is on duty. If both the Chief and Deputy Chief are off duty on a day other than Saturday and/or Sunday, and/or public holiday, the request for a medical certificate shall

not be made more than four (4) business days after the member's period of absence has ended.

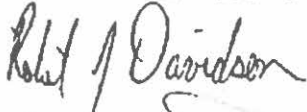
4. The parties agree that these Minutes of Settlement pertain only to the interpretation of the provisions and these Minutes of Settlement are without prejudice to either parties' position with respect to the request and/or provision of medical information in other circumstances.
5. In consideration of the foregoing, the grievances are settled on a without prejudice and precedent basis, but the terms of these Minutes shall continue to apply subject to a further agreement between the parties.
6. Arbitrator Gedalof shall remain seized with respect to the Implementation of these Minutes.

Signed this 16th day of October, 2020.

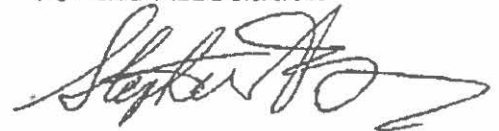


For the City

Marissa Stewart



For the Association



MINUTES OF SETTLEMENT

The Corporation of the City of St. Thomas

(the "City")

and

The St. Thomas Professional Firefighters' Association

(the "Association")

WHEREAS the Association filed Grievance #2019-07 (Minimum Staffing), #2019-08 (Senior officer displacement), 2019-12 (Sick Leave Gratuities Glenn Hill). Attendance Management Program Grievances #2019-09, #2019-10, #2019-11, #2020-03, #2020-04, #2020-05, #2020-06, #2020-07, #2020-12 and #2020-13;

AND WHEREAS the parties referred each of the above noted grievances to arbitration;

AND WHEREAS the parties agreed to settle the Grievances listed above

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Association hereby withdraws Grievance #2019-07 (Minimum Staffing), #2019-08 (Senior officer displacement), 2019-12 (Sick Leave Gratuities Glenn Hill). Attendance Management Program Grievances #2019-09, #2019-10, #2019-11, #2020-03, #2020-04, #2020-05, #2020-06, #2020-07, #2020-12 and #2020-13;
2. The parties hereby agree as follows with respect to "minimum staffing" and the "Attendance Management Program (AMP)":
 - i. Modified duties will not be included as part of the minimum staffing for the Fire Suppression Division but may be included as part of Modified duties (if available) in the Communications Division.
 - ii. Without Precedent and Prejudice Platoon Chief Hill will be paid full salary and benefits for June 26th and 27th, 2019.
 - iii. Incident commanders will be encouraged to utilize a tactical work sheet and when feasible use a more powerful radio/headset when at emergency scenes.
 - iv. The parties will meet on a case by case basis in regards to developing modified duty plans.
3. Management will apply the STFD Attendance Management Program as agreed to and written. Nothing stated within this Minutes of Settlement prevents Fire Administration and the Association from agreeing to an extension of the timelines as set out in the AMP.

Signed this 14th day of December, 2020.


For the Association


For the City


For the Association


For the City


For the Association


For the City

LETTER OF AGREEMENT #9

Between

THE CORPORATION OF THE CITY OF ST. THOMAS

and

THE ST. THOMAS PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 447

Letter of Agreement - Dealing with Article 16 issues referred back to the parties during negotiations.

WHEREAS the parties agreed at negotiations to send Article 16 items back to the parties:

AND WHEREAS the parties have met to discuss Article 16 UNIFORMS AND EQUIPMENT:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The purpose of this Letter of Agreement is to provide a mechanism supplemental to the Collective Agreement, Letters of Understanding, or other jointly signed documents and Policies, for Article 16.

Article 16.02- Remove - "It is understood that should the employee fail to satisfactorily complete their probationary period, the value of these items will be deducted from their termination pay. The second set of bunker gear will be recouped over (5) years out of the employees clothing allowance."

Article 16.02- Insert - It is understood that should the employee fail to satisfactorily complete their probationary period, all items listed in 16.02 shall be returned to the department.

Article 16.02 Clothing kit changes:

1(one) T-shirt is changed to 4(four) T-shirts

1(one) sweatshirt is changed to 2(two) sweatshirts

Fatigue cap will appear in 16.02 kit and be deleted from 16.03 kit

Article 16.07 be amended as follows:

16.07 The funds in this accumulative credit shall remain the property of the City and may not be subject to attachment for personal obligations of the employee for whose benefit the credit is maintained nor will such credits be construed as income. **Accumulative credit shall not exceed the equivalent of 3 (three) years annual credits held within the members clothing bank at any one time.**

Article 16.06 be amended as follows:

16.06 (a) An annual clothing credit shall be made to each permanent full time firefighter in the amount of \$1,370 (effective January 1, 2022) ~~which must include a yearly bunker gear cleaning and~~

~~liner testing of the moisture barrier~~— As of June 1, 2023 the City will pay the cost of yearly bunker gear cleaning and testing in compliance with NFPA standards.

- (b) An annual clothing credit shall be made to each permanent full time R.T.O. in the amount of \$400.00. Amend to read \$625 as of June 1, 2023

Article 16.08 be amended as follows:

16.08 (a) The cost of replacement of all articles of uniform or equipment, as herein before listed, purchased for the use of any full-time permanent firefighter of the Department, shall be charged to their accumulated credit. **Except for the purchase of bunker gear, the cost of the bunker gear shall be covered by the City.**

- (b) In the event of unavoidable accidental damage to kit or uniform while in the performance of duty, it is agreed that the amount necessary to replace any such damaged clothing or equipment shall be paid by the City by a general levy on the entire amount of uniform and equipment credit by an equal amount taken from each man's credit unless the proper officers of the Association advise the City that some other levy would be equitable.

Article 16.09 be amended as follows:

16.09 All purchases charged to the firefighters' accumulative credits shall be made with the approval of both the City and the Association and shall be used for the purchase only of uniforms or equipment on the official kit listed in Article 16.03 of this Agreement. **This clause shall also include all uniform and equipment purchases as indicated in Article(s) 16.02 & 16.03 including bunker gear.**

Helmets:

The parties agree moving to a traditional style helmet that all members will purchase from their clothing allowance.

Auto Extrication gloves:

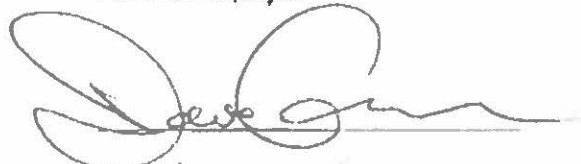
The parties agree that auto extrication gloves shall be added to kit list in Article 16.02

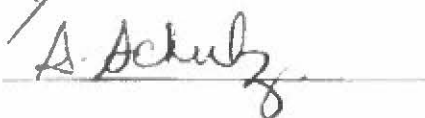
Gym shorts and jogging pants

First issue of gym shorts and jogging pants shall be two (2) pieces per member. Also, these items shall be added to Article 16.02

Dated at St. Thomas, Ontario this 30th day of March, 2023.

For the Employer





For the Association