

**COLLECTIVE AGREEMENT**

between



**THE CORPORATION OF THE CITY OF BARRIE**  
(hereinafter referred to as "the Corporation")

**OF THE FIRST PART**

and



**THE BARRIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
(hereinafter referred to as "the Association")

**OF THE SECOND PART**

January 1, 2019 to December 31, 2023

**THE CORPORATION OF THE CITY OF BARRIE**

**BARRIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**

**COLLECTIVE AGREEMENT**

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**ARTICLE 1 - PURPOSE**

1:01 WHEREAS it is the desire of both parties to this Agreement to establish, maintain and promote harmonious relationships between the Association, the Corporation and its employees; to establish and maintain mutually satisfactory salaries and other remunerations, working conditions and benefits; and to provide for the prompt and amicable settlement of any differences relating to this Agreement that may arise between the Corporation and the Association or between the Corporation and its employees;

AND WHEREAS the parties have agreed to enter into a collective agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE 2 - RECOGNITION AND SCOPE**

2:01 This Agreement and its Appendices covers all employees of the Barrie Fire and Emergency Service (hereinafter referred to as "the Department") as defined in Article 3:01.

2:02 The Corporation recognizes the Association (through its duly accredited Negotiating Committee) as the exclusive bargaining agent for all employees in the Department covered by this Agreement, save and except those exclusions identified in Article 3:01 and the following:

- Communication Operators regularly employed for not more than twenty-four (24) hours per week (Part-Time Communications Operator). Any part-time employee who works more than one hundred and four (104) hours in any given calendar month shall be classified as full-time the following month and become a member of and represented by the Association and this Collective Agreement for that month.

**ARTICLE 3 - DEFINITIONS**

3:01 **EMPLOYEE** means a person regularly employed on a salaried basis and assigned to fire protection services (within the meaning of the *Fire Prevention and Protection Act*) and includes technicians (including full-time Communications Operators) but does not include the Fire Chief, four (4) Deputy Chief or Assistant Deputy Chief positions, the Payroll Administrative Assistant(s) (BFES), the Support Administrator(s) (BFES) (represented by CUPE), the Office Co-ordinator(s) and part-time Communications Operators.

**FIRE CHIEF** means the Fire Chief or the applicable Deputy Chief or Assistant Deputy Chief.

**OFFICER** means an employee in any rank above the rank of First Class Fire Fighter or First Class Communications Operator.

**PROBATIONARY EMPLOYEE** means an employee who has not yet completed twelve (12) consecutive months of employment with the Department. Such probationary period may be extended by mutual consent of the parties. Appointment to permanent staff is subject to satisfactory performance over the full twelve (12) months of employment. During their probationary period, an employee shall be entitled to all rights and benefits under this Agreement except the right to grieve against dismissal.

**SERVICE** means a period of continuous full-time employment with the Barrie Fire and Emergency Service Department which is uninterrupted, except by an approved absence under Article 16. Service shall be reduced by any periods an employee is absent on lay-off or for any periods that are not approved by the Fire Chief.

**SHIFT** means a period of consecutive, scheduled working hours (excluding overtime), in accordance with Article 7.

3:02 Whenever the singular or plural is used in this Agreement, it shall be considered as if the plural or singular has been used where the context so requires.

#### **ARTICLE 4 - ASSOCIATION SECURITY**

4:01 All employees who are now members of the Association shall remain members of the Association, and any new employee shall become a member of the Association and shall remain a member of the Association as a condition of their continued employment.

4:02 All employees shall contribute to the Association such dues and assessments as from time to time are authorized by the Association.

4:03 The Corporation shall withhold from the wages of all employees dues and assessments that are levied against the employees by the Association, and shall remit such dues and assessments to the Association monthly.

This shall also include the Fire Fighter's Social Fund dues or any other deductions as identified by the Association's Treasurer with member's consent and the list of consenting members will be kept by the Association's Treasurer.

The Corporation shall also withhold from the wages of any part-time employee in the Communications Branch who has worked over one hundred and four (104) hours within any given calendar month; dues and assessments that have been levied against the employees by the Association for that month.

4:04 The Treasurer of the Association shall notify the Director of Human Resources in writing at least thirty calendar days prior to any change in Association dues or assessments.

#### **ARTICLE 5 - NO DISCRIMINATION**

5:01 The Corporation shall not discriminate against any employee because of their membership or lawful activity in the Association or any lawful organization affiliated therewith.

5:02 The Corporation and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members in accordance with the *Ontario Human Rights Code*.

**ARTICLE 6 - CORPORATION'S RIGHTS**

6:01 The Association acknowledges that it is the exclusive right of the Corporation to:

- a) maintain order, discipline and efficiency, and manage the operation and undertakings of the City;
- b) hire, transfer, direct, assign, lay off, suspend, demote and discharge employees; subject only to the limitations expressed in this Agreement.

The above rights shall not be exercised in a manner that is unfair, unreasonable and discriminatory.

**ARTICLE 7 - HOURS OF WORK AND OVERTIME**

7:01 The required hours of work shall be:

- a) for an employee in the Operations Branch (that is, an employee other than those referred to in paragraphs (b), (c), and (d) below): an average of forty-two (42) hours per week, in accordance with the following repeating schedule: [a week being the period of time from the Monday through to and including the Sunday] week 1 – a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Monday and Thursday; week 2 - a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Friday and Sunday; week 3 - a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Wednesday and Saturday; and week 4 - a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Tuesday only. See schedule chart Appendix C for the schedule layout for the existing 4 Platoons;
- b) for a Fire Prevention Officer, Fire Prevention Officer (Plans Examination), Public Fire & Life Safety Officer, Fire Inspector and the Chief Fire Prevention Officer: an average of forty-two (42) hours per week, in accordance with the following repeating schedule: a day shift of ten and one half (10.5) hours per day, 8:00 a.m. to 6:30 p.m. for four (4) consecutive days, Monday to Friday, followed by three (3) consecutive days off. For the purpose of all articles related to the Fire Prevention Officer's position, Fire Prevention Officer (Plans Examination), Public Fire & Life Safety Officer's position, Fire Inspector's position and the Chief Fire Prevention Officer's position, a day is equal to 10.5 hours;
- c) for a Training Officer: an average of forty-two (42) hours per week, in accordance with the following repeating schedule: [a week being the period of time from the Monday through to and including the Sunday] week 1 – a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Monday and Thursday; week 2 - a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Friday and Sunday; week 3 - a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Wednesday and Saturday; and week 4 - a shift of twenty-four (24) hours (8:00 a.m. – 8:00 a.m.) on the Tuesday only. See schedule chart Appendix C for the schedule lay out for the existing 4 Platoons. A Training Officer may be scheduled to work the day schedule in accordance with the following repeating schedule: a day shift of ten and one half (10.5) hours per day, 8:00 a.m. – 6:30 p.m. for four (4) consecutive days, Monday to Friday followed by three (3) consecutive days off. At least thirty (30) days notice must be given to the employee to temporarily schedule them outside the 24-hour shift, or less if mutually agreed. The employee's vacation/lieu selection must not be adversely affected by the switch to the day schedule unless mutually agreed upon by the employee and the Fire Chief.

for Training Officer's hired into the position on or after January 1, 2018 and the Chief Training Officer: an average of forty-two (42) hours per week, in accordance with the following repeating schedule: a day shift of ten and one half (10.5) hours per day, 8:00 a.m. – 6:30 p.m. for four (4) consecutive days, Monday to Friday, followed by three (3) consecutive days off duty. For the purpose of all articles related to the Chief Training Officer's and Training Officer's hired into the position on or after January 1, 2018, a day is equal to 10.5 hours;

- d) for a Communications Officer and Operator: an average of forty-two (42) hours per week, in accordance with the following repeating schedule; two (2) twelve (12) hour day shifts (7:30 a.m. – 7:30 p.m.) followed by two (2) twelve (12) hour night shifts (7:30 p.m. – 7:30 a.m.), and four (4) days off.

If a full-time employee in the Communications Branch changes their scheduled hours of work on short notice (i.e., twenty-four (24) hours or less) to cover for a staff shortage from days to nights and/or from nights to days upon the request of their manager, they will receive a premium payment in the amount of three (3) hours.

- e) for an employee not covered by Article 7:01 (a), (b), (c) and (d): an average of forty-two (42) hours per week.
- f) by mutual agreement between employer and employee, employees covered by Article 7:01 (b), (c) and (d), flexible working hours are permitted while maintaining their average hours per week.
- g) by mutual agreement between the Fire Chief and the employee (excluding employees covered by Article 7:01(a)), employees may be scheduled out of their regular shift rotation for the purpose of receiving, developing or providing training for a week period (a week period is Monday through to and including Sunday) for as many mutually agreed periods throughout the calendar year. For the purpose of this clause removing an employee out of their regular shift shall be referred to as being "scheduled out".

During the scheduled out period(s), an employee who exceeds forty-two (42) hours per week, shall be paid at the overtime rate for any hours beyond the forty-two (42).

An employee scheduled out of their regular shift to facilitate the above, and who is scheduled to work the immediately preceding shift (meaning the Sunday) and who will be attending a three (3) day or less course during their scheduled out period, shall be granted leave of absence for their night shift without loss of pay, seniority or benefits for that shift.

An employee scheduled out of their regular shift to facilitate the above, and who is scheduled to work the immediately preceding shift (meaning the Sunday) and who will be attending a four (4) day or more course during their scheduled out period, shall be granted leave of absence without loss of pay, seniority or benefits for that shift.

When warranted, additional leave may be granted at the sole discretion of the Fire Chief.

- h) the Fire Chief may schedule an employee covered by Article 7:01(a) out of the 24-hour shift rotation for the purpose of receiving, developing or providing training to a maximum of two (2), one week periods, (a week period is Monday through to and including Sunday) per calendar year. For the purpose of this clause removing an employee out of the 24 hour shift shall be referred to as being "scheduled out". Any additional time beyond the two (2), one week periods will be with the mutual consent of the employee.

During the scheduled out period(s), an employee who exceeds forty-two (42) hours per week, shall be paid at the overtime rate for any hours beyond the forty-two (42). And if the scheduled out period falls on a week where an employee would only be working one 24 hour shift (the Tuesday shift) then overtime shall be paid at time and one half for those hours which exceed the regularly scheduled twenty-four (24) hours of work for that week. The Fire Chief may utilize overtime instead of scheduling the employee out of the 24-hour shift rotation.

The Fire Chief must provide the employee with a minimum of forty-two (42) days written notice of being scheduled out or if mutually agreed to by the employee this notice may be shorter.

Training scheduled before the vacation selection process as outlined in Article 9:07 and Article 10:03 (a) and (b) shall not conflict with an employee's selected vacation or lieu choices and if so the training must be rescheduled or cancelled. No employee shall be required to be scheduled out of the 24-hour shift rotation in any week if they have previously scheduled time off on vacation or lieu (including banked time), including their days off prior to and after their scheduled vacation or lieu unless mutually agreed upon by the employee.

Training will be conducted between Monday and Friday not to exceed 10.5 hours per day unless mutually agreed upon by the employee. A day of training will begin in Barrie and end in Barrie. Any training requiring overnight stays shall be mutually agreed to by the employee.

An employee scheduled out of the 24-hour shift to facilitate the above, and who is scheduled to work the immediately preceding 24-hour shift and who will be attending a course during their scheduled out period, shall be granted leave of absence at 20:00 hours without loss of pay, seniority or benefits for that shift.

When warranted, additional leave may be granted at the sole discretion of the Fire Chief.

- i) All employees working the day of a Federal, Provincial or Municipal election will endeavour to make arrangements to vote at an advanced poll for voting on the Election Day.

7:02

Requests for shift exchanges between employees must be submitted to the Platoon Chief (for the Communications Branch submitted to the Communications Officer) in writing, by e-mail. The request must be submitted not less than 24 hours before the requested shift exchange. The shift exchange may be approved by the Platoon Chief or the Communications Officer if in their opinion and in the exercise of their good judgment operational requirements are met by the qualifications of the replacement. In all cases, final approval is at the discretion of the Fire Chief. Requests for more than three consecutive shift exchanges, for employees on the 24-hour shift schedule, and five or

more consecutive shift exchanges, for all other employees, are only at the discretion of the Fire Chief. Upon request, the reason for any shift exchange shall be provided to the Fire Chief or designate. If a request for a shift exchange is for Association business, such request shall not be unreasonably denied. In all cases, it is the responsibility of the replacement to report for duty.

Employees on the 24-hour shift rotation shall only work a maximum of 36 consecutive hours and shall have 24 hours off duty prior to returning to duty. Employees may only work a maximum of 4 hours before or past their shift on the 24 hour period off between the 24 on – 24 off – 24 on shift (back to back) week (week 2 – the Friday and Sunday shifts).

7:03 **Overtime**

- (a) When an employee is required to work beyond their normal work day (shift) or work week, except in case of recall as referred to in Article 7:04, they shall be paid at one and one-half (1½) times their normal rate for each hour of overtime worked.

Employees on the 24-hour shift rotation shall only work a maximum of 36 consecutive hours and shall have 24 hours off duty prior to returning to duty. Employees may only work a maximum of 4 hours before or past their shift on the 24 hour period off between the 24 on – 24 off – 24 on shift (back to back) week (week 2 – the Friday and Sunday shifts).

- (b) When overtime is worked by an employee, they shall be paid for that overtime in the following pay period or pay day.
- (c) i) Notwithstanding Articles 7:03(b) and 7:04, if an employee is required to work overtime, such overtime may be "banked", to be taken in time off (at time and one-half) in lieu of overtime pay, by mutual agreement of the employee and the Fire Chief. The time off shall be scheduled at a time that is mutually agreeable to the Fire Chief and the employee. Unless mutually agreed, banked lieu time shall be taken off in full-shift increments.
- ii) If banked overtime credits have not been scheduled or used up in lieu-time off by December 31 of any year, such credits shall be paid out to the employee, at the discretion of the Fire Chief or at the employee's request.
- iii) Upon termination of an employee's employment, any unused overtime credits shall be paid out to the employee.
- (d) When an employee is requested to stay beyond their normal scheduled work hours to cover a temporary staff shortage and voluntarily does so, the overtime shall start on the hour and they shall be paid in half (1/2) hour increments rounded to the highest half (1/2) hour period for the time they stay, at the overtime rate.

7:04 If an employee is recalled to work, they will be paid at one and one-half (1½) times their normal rate, and will be paid for a minimum of four (4) hours at time and one-half.

If an employee participates during their off duty time in any scheduled committee meeting, staff meeting or training as established and approved by the Fire Chief, they will be paid at one and one-half (1½) times their normal rate, and will be paid for a minimum of three (3) hours at time and one-half. If the scheduled meeting/training immediately follows the employee's regular shift the above minimum number of hours shall not apply.



7:05 Except for as provided for in Article 7:01(g) and (h), employees, who attend an approved training or testing session outside their regular working hours, shall be compensated for such time at time and one half, either in pay or, by mutual agreement of the employee and the Fire Chief, in lieu-time off at a mutually agreeable time.

7:06 **On Call Pay**

- a) Qualified employees in the Fire Prevention Branch required to be on call for the purposes of origin and cause investigations that extend beyond normal working hours will receive on call pay equivalent to one-half (1/2) hour pay for each day scheduled to be on call. On call pay may be banked and taken in time off within the calendar year at a time mutually agreed to by the employee and Fire Chief.
- b) The on call schedule shall be established on a weekly rotational basis (Monday to Sunday) selected one week at a time, in rotation, by seniority until the annual schedule is complete. The final approval of the schedule and any subsequent changes shall be approved by the Fire Chief.
- c) Employees on call shall be available to report to the workplace immediately when called in.
- d) Employees shall not be required to conduct on call responsibilities while on approved vacation.
- e) If banked on call time has not been scheduled or utilized by December 31 of any year, such credits shall be paid out to the employee at the discretion of the Fire Chief.
- f) Should the employee be required to return to the workplace, payment will be in accordance with Article 7:04.

**ARTICLE 8 - COMMUNICATIONS BRANCH COMPLEMENT**

8:01 For every three (3) full-time Communications Branch employees, the Corporation may employ one (1) part-time Communications Operator.

8:02 The Corporation shall be permitted to hire a temporary full-time Communications Operator (obligated to be members of the Association while being temporary full-time Communications Operators) to fill in for any approved leaves.

8:03 An employee filling a temporary full-time vacancy as a Communications Operator, shall establish seniority for that temporary time period.

8:04 Employees filling a temporary full-time vacancy shall be compensated at the next Class in the wage range after 2184 hours of employment in the Communications Branch within the Department for each Class.

**ARTICLE 9 - VACATIONS**

9:01 Subject to Article 16:01, every employee shall be entitled to vacations with pay in each calendar year, in accordance with the following:

<u>Annual Vacation Entitlement</u>		<u>Length of Service</u>
2 weeks	after	One (1) year
3 weeks	after	Three (3) years
4 weeks	after	Ten (10) years
5 weeks	after	Seventeen (17) years
6 weeks	after	Twenty-Five (25) years

For the purposes of vacation entitlement only, full-time continuous service with the Corporation shall be used towards length of service.

9:02 For an employee on the 24 hour shift rotation, a “week” of vacation means the following:

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

One (1) 24 hour shift shall be equal to one (1) vacation credit. Vacation shall be taken in vacation week blocks. A vacation week block is Monday through to and including Sunday. The vacation blocks shall be as follows:

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Block 1	Mon.			Thurs.			
Block 2					Fri.		Sun.
Block 3			Wed.			Sat.	
Block 4		Tues.					

After vacation entitlement and mandatory Lieu are selected, remaining individual credits may be utilized individually, booked in accordance with Article 9:03.

For an employee in the Communications Branch, a “week” of vacation means four (4) consecutive shifts.

9:03 Each employee (excluding those in the Communications Branch) shall choose one week (or, in the case of an employee on the 24-hour shift rotation, one of the four vacation week blocks) at a time, in rotation, by seniority, by station, as per the schedule mutually agreed upon and approved by the Fire Chief. One of the Platoon Chiefs or Captains qualified to act as a Platoon Chief shall be on duty for each shift when selecting vacation/lieu. Vacation will not be cumulative for any employee, unless as identified in Article 9:10 and Article 9:11.

- 9:04 Within the Communications Branch, Communications Operators and Communications Officers shall choose one week at a time, in rotation, by seniority, within each team of communications personnel as per the regular work schedule. The Communications Officers and the Communications Operator qualified to act as Communications Officers will not be on vacation/lieu at the same time.
- 9:05 Employees on the 24-hour shift rotation, who have been transferred to another platoon (shift) will have their selected vacation calendar time honored as was booked on their original platoon (shift). If the transfer results in a vacation credit(s) not necessary for the new platoon vacation schedule such will be added to their vacation entitlement bank; if such a transfer required the employee to use an additional credit(s) the Corporation may advance such credit(s) from the next year's entitlement. Lieu time or time owing may also be used at the discretion of the employee.
- 9:06 After all Fire Prevention Branch and Training Branch staff have chosen week blocks of vacation one week at a time by seniority, they may, if they so choose, then break up any two (2) of their chosen weeks and re-allocate any portion of that block to a non-chosen time by picking one day at a time by seniority, subject to the discretion of the Fire Chief.
- 9:07 The work schedules for vacation selection for the upcoming year shall be posted by November 1 of each year. All employees shall list their proposed vacations not later than December 1 in each year and any changes made after that date shall be approved by the Fire Chief.
- 9:08 Vacations shall be granted throughout the year. Any change to the completed vacation schedule is at the discretion of the Fire Chief on application by the employee concerned.
- 9:09 Upon resignation or retirement from the Department, an employee shall be entitled to vacation with full pay or to be paid in cash, the amount equal to the number of days' vacation they normally would have been entitled to, up to the termination date of that year. In case of an employee's death, their dependents or their estate shall forthwith receive the full cash payment for the number of days' vacation they would normally have received up to date of death for that year, provided they had not already received their vacation for that year. All such vacation payment shall be pro-rated from employment anniversary date to the date of resignation, retirement or death.
- 9:10 Should an employee be off on an approved Workplace Safety and Insurance Act (WSIB) claim during their scheduled vacation period, the employee shall reschedule their vacation time before the conclusion of that calendar year based on operational availability. Should operations not allow for such vacation to be rescheduled, the employee may choose to have the vacation time paid out on the first pay of the new year or carry over the vacation to the following year and to be selected based on operational availability after the completion of the regular vacation and lieu selection in accordance with Article 9:07 and Article 10.
- 9:11 a) Should an employee be unable to report to duty as a result of illness or injury for greater than fourteen (14) days, prior to the onset of their scheduled vacation, they may reschedule their vacation time before the conclusion of that calendar year based on operational availability. Should operations not allow for such vacation to be rescheduled, the employee may reschedule their vacation and utilize it within the first sixty (60) calendar days of the following year. Vacation is to be selected based on operational availability after the completion of the regular vacation and lieu selection in accordance with Article 9:07 and Article 10.

- b) An employee must advise the Fire Chief at the earliest possible date after they become aware of their disability. The employee will be required to provide medical verification to confirm that they were unfit for duty during their vacation period within five (5) business days from the notification.
- c) A temporary illness or injury which is unlikely to extend greater than fourteen (14) days into the period of vacation will not constitute a reason to invoke this section. If the employee has already commenced their scheduled vacation when the illness or injury occurs, this article does not apply.

**ARTICLE 10 - RECOGNIZED HOLIDAYS**

10:01 Subject to Article 16:01 and 16:07, an employee shall receive one (1) day's pay for each of the following recognized holidays that occur during their employment:

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

One (1) Floater Day, except when Christmas Day and New Year's Day fall on a Sunday or Monday.

and any other day proclaimed for City employees.

For the purpose of this article for employees on the 24-hour shift rotation, one (1) recognized holiday (lieu day) shall equal twelve (12) hours. Definition of this twelve (12) hour period is either from 08:00 to 20:00 or from 20:00 to 08:00.

10:02 Employees not on the 24-hour shift rotation and not on a two-platoon system (as in the Communications Branch) shall take each recognized holiday on the date on which it falls, unless it falls on the employee's day off, in which case they will take it on the following working day, unless otherwise arranged with the Fire Chief. No additional payment will be made in lieu of time off for a recognized holiday.

10:03 Due to the nature of their employment, it is not possible for employees in the Operations and Training Branches (on the 24-hour shift rotation) or the Communication Branch (on the two platoon system) to be granted all recognized holidays on the dates on which they occur. Subject to Article 16:01, the following compensation system applies to the above employees:

- (a) In lieu of four of the holidays, the employee on the 24-hour shift rotation, two (2) 24-hour lieu shifts (equivalent to four (4) lieu days) must be scheduled off per year as the mandatory lieu requirement, in accordance with the definition of a vacation block as per Article 9:02 and Article 9:03, with pay. The scheduling of this time off shall be done after all vacation credits have been chosen and the vacation selection process is completed. The mandatory lieu requirement is to be chosen as described in Article 9:07.

- (b) In lieu of four of the holidays, the employee on the two platoon system, one week (four consecutive shifts) must be scheduled off per year as the mandatory lieu requirement, in accordance with Article 9:02 and Article 9:04. The scheduling of this time off shall be done after all vacation weeks have been chosen and the vacation selection process is completed. The mandatory lieu requirement is to be chosen as described in Article 9:07.
- (c) At their sole discretion, the Fire Chief may require the above employees to take an additional requirement as per Article 10:03(a) and 10:03(b) once in any given calendar year to be announced by November 1st of the previous year, in lieu of holidays.
- (d) By mutual agreement of the employee and the Fire Chief, the employee may be granted one or more 12 hour periods off in lieu of any of the remaining holidays.
- (e) For each holiday not taken in lieu-time off, the employee shall receive one day's pay, payable on the first pay day in December, equal to 1/182 of the employee's annual salary as of the first pay day in December.

10:04 Upon resignation or retirement from the Department, an employee shall be entitled to the recognized holidays to be paid out, the amount equal to the recognized holidays they normally would have been entitled to, up to the termination date of that year. In case of an employee's death, their dependents or their estate shall forthwith receive the full payment for the number of recognized holidays they would normally have received up to date of death for that year, provided they had not already received time off for any of those days for that year. The employee's dependents or their estate shall also receive all monies owed due to any time remaining in that employee's banked time bank.

#### **ARTICLE 11 - EMPLOYEE BENEFITS**

- 11:01 a) For the duration of this Agreement and subject to Article 16:01, the Corporation will pay 100% of the cost of the following coverage for all employees:
- (i) Ontario Health Coverage.
  - (ii) Single or family coverage under the existing Extended Health Care Plan or equivalent, including the following provisions:
    - an Eye Care Rider providing reimbursement of five hundred dollars (\$500) (effective January 1, 2020 - \$550, effective January 1, 2022 - \$600) every two years for the cost of contact lenses, eyeglasses or laser eye correction surgery, for each insured person. If an employee's glasses are lost or damaged while in the performance of their duties, due to no fault of their own, the cost of repair or replacement will be borne by the Corporation up to a maximum of five hundred dollars (\$500) (effective January 1, 2020 - \$550, effective January 1, 2022 - \$600) per incident unless covered by the Workplace Safety and Insurance Board;
    - a drug card;
    - mandatory generic drug substitution (unless the physician directs that a generic substitute is not allowed for valid medical reasons);
    - 95% - 5% co-insurance for prescription drugs, whereby the employee pays 5% of the cost of each prescription filled (including dispensing fee), subject to a \$150 cap on an employee's payments in a given calendar year;
    - massage therapy and chiropractic coverage to maximum of seven hundred and fifty dollars (\$750) (effective January 1, 2020 - \$825, Effective January 1, 2022 - \$900). No requirement to provide a physician's note to obtain the massage therapy benefit;

- osteopathic, naturopathic, foot care by a chiropodist and/or podiatrist, and speech therapy, coverage to maximum of five hundred dollars (\$500);
  - Psychologist, psychotherapist (effective February 11, 2019) or certified counsellor with a Masters of Social Work Degree (MSW) coverage up to a maximum of two thousand dollars (\$2,000) for employees and one thousand five hundred dollars (\$1,500) per other insured person in a calendar year;
  - hearing aid coverage to a maximum of one thousand and five hundred dollars (\$1,500) effective February 11, 2019 every four (4) years per insured person.
- (iii) Life insurance, providing a benefit equal to twice an employee's base annual salary rounded to the next higher \$1000.
- (iv) Accidental death and dismemberment (AD & D) insurance, providing a benefit equal to the employee's base annual salary rounded to the next higher \$1000.
- (v) Single or family coverage under the existing Dental Plan or equivalent, including the following provisions:
- Part-1 charges (diagnostic, preventive and minor treatment), with 100% reimbursement of covered charges including 9-month dental recall;
  - Part-2 charges (periodontics, endodontics, major surgical treatment), with 100% reimbursement of covered charges;
  - Part-3 charges (dentures, bridgework, major restorative treatment), with 50% reimbursement of covered charges;
  - Part-4 charges (orthodontics) for children under age 22, with 50% reimbursement of covered charges and maximum lifetime orthodontic payment per child of three thousand and five hundred dollars (\$3,500) effective February 11, 2019.
- (vi) Custom-made orthopaedic shoes up to one (1) pair in a calendar year for spouses, dependents and retirees only.
- (vii) Custom-made orthotic inserts for shoes up to a maximum of five hundred dollars (\$500.00) every two calendar years for employees only.
- b) The Corporation may change the carrier of any benefit plan provided that it is at least equivalent to the present benefits provided in the Collective Agreement with prior written notification and consultation with the Association.

Details of coverage will be in accordance with the policies of the benefit plan carrier. The Corporation shall provide the Association a copy of the plan policy and any subsequent amendments.

11:02 **OMERS**

All employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) that provides, in addition to the basic plan, both Type 1 and Type 3 supplementary benefits.

- a) "Annual pensionable earnings" include salary, pay for acting rank, and experience pay if applicable.
- b) Under the Type 1 Supplementary Plan, credited service includes continuous full-time service with the Corporation before the Corporation's participation in OMERS.
- c) The Type 3 Supplementary Plan provides a permanent partial disability benefit.

11:03 The normal retirement date for any employee, in the Operations Branch, the Training Branch or the Fire Prevention Branch, shall be the last day of the month in which the employee attains age 60. The normal retirement date for any employee in the Communications Branch shall be the last day of the month in which the employee attains age 65. Each employee shall retire on or before their normal retirement date.

11:04 For all employees who retires from the Corporation with an unreduced OMERS pension (including an OMERS Total Disability Pension but excluding a Type-3 Permanent Partial Disability benefit), the Corporation shall provide continued coverage under the employee benefit plans set out in paragraphs (ii), (iii), (iv), (v) and (vi) of Article 11:01, until the person's 65<sup>th</sup> birthday or death (whichever first occurs), subject to the following:

- the coverage to which a person is entitled will be the coverage that the employee had under the Collective Agreement in effect at the time of their retirement (employees who retire prior to or on the expiration date of the agreement will be entitled to the coverage existing on the last day of the agreement);
- out-of-province and in Canada expenses and benefits are included. Out-of-country expenses and benefits are excluded;
- the Corporation shall pay 100% of the cost of the benefits; and
- if the person subsequently takes employment with another employer that provides employee benefit plans, any claims must be submitted through that employer's benefit plans first.

11:05 **Health Care Spending Account**

a) Employees retiring on or after February 11, 2019 are eligible for reimbursement of covered medical expenses from a retiree Health Care Spending Account (HCSA), subject to Article 11:05 b), up to a maximum of two thousand and five hundred dollars (\$2,500) per year for a period of ten (10) years, commencing the day the employee reaches 65 years of age.

b) In order to be eligible for the HCSA, an employee must meet the following criteria:

- The employee must be eligible to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS;
- The employee must be in receipt of an unreduced pension from OMERS;
- The employee must have had at least ten (10) years of continuous employment as a full time member of the department immediately prior to their time of retirement.

c) The HCSA is subject to the following terms and conditions:

- Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP) or such other public or provincial insurance plan as may be applicable. If the employee subsequently takes employment with another employer that provides employee benefit plans, any claims must be submitted through that employer's benefit plans first.
- Reimbursement will only be provided for medical expenses to the extent that those expenses exceed the coverage available from OHIP, another applicable public insurance plan or employer plan;
- The HCSA shall be provided on a "per employee" basis. The employee may claim eligible expenses for their spouse against the account if the employee had family coverage at the time of retirement;

- Reimbursement will only be provided for eligible medical expenses under the Income Tax Act (Canada);
  - The HCSA is non-cumulative and there is no redeemable cash value. In the event that an employee does not exhaust their maximum entitlement for the year, any unused HCSA balance expires and cannot be carried over into the subsequent year; and
  - There are no survivor benefits payable.
- d) Details of coverage will be in accordance with the policies of the benefit plan carrier. The Corporation shall provide the Association a copy of the plan policy and any subsequent amendments.
- 11:06 The Corporation will pay 100% of the cost of an Employee and Family Assistance Program (EFAP) program as provided by the Corporation. This benefit will be extended to retirees who retire from the Corporation with an unreduced OMERS pension (including an OMERS Total Disability Pension) and who as a result of their performance of duties require the use of the EFAP as substantiated by the EFAP provider. This benefit will be in effect for two (2) years after their retirement.
- 11:07 Upon submission of a valid, original receipt, the Corporation shall reimburse an employee for 100% of the cost that they have incurred in order to purchase a smoking-cessation product (prescription medication or patch) that has been prescribed by a physician for the employee. No employee shall be entitled to reimbursement under this Article for more than one course of continuous treatment.
- 11:08 An employee may obtain an individual annual membership, for that employee's personal use, to the Corporation's recreation centers upon the payment of a \$25.00 administrative fee by the employee.
- 11:09 The Corporation will reimburse each employee that is required to maintain a DZ license to a maximum of one hundred and twenty-five dollars (\$125) to cover the cost of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario. The employee will be required to produce evidence of payment.

## **ARTICLE 12 - SICK LEAVE**

- 12:01 Sick leave means the period of time an employee is unable to work and is absent with full pay by virtue of being sick, quarantined or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- 12:02 Subject to Article 16:01, employees shall earn one and one-half (1½) days' worth of sick leave credits per full month of employment, cumulative. For the purpose of this Article, a "day" shall mean, for a Fire Fighter, a Captain, a Platoon Chief, and a Training Officer on a 24-hour shift rotation on Platoon: 12 hours; Communications Branch employees: 12 hours; Chief Fire Prevention Officer, Fire Prevention/Public Fire & Life Safety Officer, Chief Training Officer and Training Officers hired into the position on or after January 1, 2018: 10.5 hours. The sick leave credits earned in the first and last calendar months of employment shall be prorated to the number of days worked.



12:03 One day (as defined in Article 12:02) will be deducted from an employee's accumulated sick leave credits for an absence of one day as defined in Article 7:01. For employees on a 24-hour shift rotation, they may utilize sick credits in 12-hour increments (equal to one (1) sick leave credit) or the full 24-hour period (equal to two (2) sick leave credits). If an employee leaves work sick, any hours worked will be credited against the sick leave credit.

12:04 Employees are entitled to use up to two (2) days as defined by Article 12:02 of their accumulated sick leave credits per calendar year in order to care for an ill dependent, meaning a child under the age of 18 or over the age of 18 if the child is a person with a permanent disability who is unable to function independently or to care for an ill parent or spouse.

When reporting an absence due to caring for an ill dependent, parent or spouse, the employee shall identify the absence as an ill dependent day. Such absence shall be deducted from the employee's accumulated sick leave credits.

12:05 Employees shall have access to an accounting of their sick leave credits.

12:06 Should an employee change positions within the Department, the employee shall maintain the same number of days' worth of sick leave credits as the employee held in their previous position.

12:07 **Pay-Out Upon Termination**

Upon termination of employment, an employee (excluding those employees in the Communications Branch) who has completed fifteen (15) years of service with the Corporation or retires on an unreduced pension or loss of life shall be entitled to receive payment of one half (½) the number of days to their credit at the rate of 100% of their latest daily rated pay. Maximum benefit is one-half (½) year's salary.

Upon termination of employment, an employee in the Communications Branch who has completed fifteen (15) years of service with the Corporation or retires on an unreduced pension or loss of life shall be entitled to receive payment of one half (½) the number of days to their credit accrued from June 13, 2014 at the rate of 100% of their latest daily rated pay. Maximum benefit is one-half (½) year's salary.

12:08 **WSIB Loss of Earnings (LOE) Benefits**

If benefits are receivable under the Workplace Safety and Insurance Act, as a result of an employee's injury or occupational illness incurred during the performance of their duties for the Corporation, an employee will have such benefits increased to 100% of the employee's net pay provided the employee has made proper notification to the Corporation, as outlined in the appropriate departmental regulations.

An employee, absent from work as a result of an accident or an occupational illness incurred in the performance of their duties, shall be paid the difference between Loss of Earnings (LOE) benefits and the employee's net normal rate of pay, such that their take-home pay will be neither more nor less than would be the case were they on active service.

- 12:09 Should an employee be killed in the line of duty, or die through injuries received in the line of duty, as recognized by the Workplace Safety and Insurance Act, a supplementary income will be negotiated by the Association and the Corporation. Such supplementary income, if any, will be paid to the surviving spouse and dependent children under the age of 21, until such date that the employee would have reached their normal retirement date, or until the surviving spouse remarries, whichever first occurs. Should the parties be unable to resolve the issue in any year the matter shall be referred to binding arbitration.
- 12:10 Employees quarantined as a result of a workplace exposure shall be considered at work for the duration of the quarantine. Quarantine shall be defined as any period of time the employee is isolated from others to prevent the spread of infection. The quarantine period must be ordered by a doctor and enforceable under provincial or federal statute. Quarantine pay shall be in accordance with Article 7:03.

### **ARTICLE 13 - SALARIES**

- 13:01 The salaries to be paid during the term of this Agreement shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.
- 13:02 The formula for calculating an employee's bi-weekly pay is 
$$\frac{\text{Annual salary} \times 14}{365.25}$$
- 13:03 When an employee acts in a higher paying position, they will be paid at the rate of pay for that position for the time that they act in that position.
- 13:04 When an employee acts in a higher rank in accordance with Article 13:03, they shall be paid for this service in the earliest pay period logistically possible.
- 13.05 **Experience Pay:**
- a) Experience pay will be provided on the following basis:
    - 1) It will be provided to all employees in the Operations, Training, Prevention and Communications Branches.
    - 2) It will be based on the salary of a first class firefighter for all employees in the Operations, Training and Prevention Branches and for employees in the Communications Branch it will be based on the salary of a Communications Operator 1<sup>st</sup> Class. It shall be included on an employee's regular pay.
    - 3) Experience pay will be included as salary in calculating overtime, vacation, recognized holidays, pension contributions, WSIB entitlements, and sick leave entitlements (including payout).
  - b) Experience pay will be implemented in the following manner, upon completion of eight (8) years service and up to the completion of seventeen (17) years service, an employee employed in the Branches set out in Article 13.05(a)(1) shall be paid 3% of the applicable rate as per Article 13.05(a)(2); upon completion of seventeen (17) years service and up to the completion of twenty-three (23) years service, an employee employed in the Branches set out in Article 13.05(a)(1) shall be paid 6% of the applicable rate as per Article 13.05(a)(2); upon completion of twenty three (23) years service, an employee employed in the Branches set out in Article 13.05(a)(1) shall be paid 9% of the applicable rate per Article 13.05(a)(2).

- 13:06 An employee, who has qualified as a Shift Training Instructor (STI) in any of the technical disciplines or technical support where a STI has been prescribed by the Fire Chief, shall receive their current rate of pay or the Training Officer's rate of pay, whichever is greater. To receive the STI premium, a qualified STI must be instructing employees, performing relevant and authorized project or committee work, conducting research, preparing and/or designing a teaching plan related to their technical discipline or support role as required or receiving specialized training to maintain their qualifications as deemed necessary by the Fire Chief.
- 13:07 If a part-time Communications Operator is appointed to full-time Communications Operator, they shall be appointed at the same Class that they were at as a part-time Operator, and shall become eligible, subject to satisfactory performance, to a Class increase upon completion of 2184 hours at the lower Class.

#### **ARTICLE 14 - SENIORITY AND PROMOTIONS**

- 14:01a) In determining an employee's service for seniority purposes, computation shall begin on the date they commenced full-time employment in the Department.
- b) New employees with the same employment date shall be assigned to the seniority list in the order their names are drawn in a lottery conducted by the Fire Chief in the presence of the Association's President or their designate.
- 14:02 Former employees re-entering the department after continuity of service has been broken for any reason, except lay-off, shall be considered new employees and seniority shall start as of the date of re-entering the department.
- 14:03 Communications Branch employees shall be considered to have lost their seniority rights, and their employment shall be considered to have terminated if the employee is laid off from the Corporation and fails to return to work within five (5) days (or such longer period as agreed to by the Corporation and the employee) after being notified by registered mail to their last known address on the Corporation's records or if the employee is laid off from the Corporation for more than twenty-four (24) months.
- 14:04 The following promotional procedure shall apply to all employees promoted from Fifth Class Fire Fighter or Communications Operator to First Class Fire Fighter or Communications Operator, inclusive:
- a) All promotions shall depend upon each employee passing a required examination process. Contents of the examination process, oral, written and practical examinations, shall relate to the employee's duties and departmental training as determined by the Fire Chief.
- b) An examination process shall be conducted at least thirty (30) calendar days prior to the anniversary date of the employment in the Department.
- c) The Fire Chief or designate shall notify each employee in writing thirty (30) calendar days prior to the date of their promotional process.

- d) Each employee who fails their examination process shall have the right to review the process with the Fire Chief, Deputy Chief, their Platoon Chief, and/or their Captain (or Communications Officer, as applicable) and, if they so desire, one member of the Executive of the Association.
- e) Should an employee fail to attain a mark of 75% on each of the three examinations, they shall then have the right within thirty (30) calendar days, to try the oral, written and / or practical as required. Should they fail on this, their second attempt, they may try the oral, written and/or practical examinations a third time after one (1) full year. During this interim, no salary adjustment shall apply.
- f) Promotional process shall be conducted in accordance with the following schedule:
  - i) upon completion of one (1) full year as a Fifth Class Fire Fighter or Communications Operator;
  - ii) upon completion of one (1) full year as a Fourth Class Fire Fighter or Communications Operator;
  - iii) upon completion of one (1) full year as a Third Class Fire Fighter or Communications Operator;
  - ii) upon completion of one (1) full year as a Second Class Fire Fighter or Communications Operator.
- g) At the sole discretion of the Corporation, the Corporation shall have the right to start a new employee, with previous fire fighting or communications experience, at a rank above Fifth Class Fire Fighter or Communications Operator.

14:05

Promotion to Captain within the Operations Branch

The following are the requirements and procedures for determining the Operations Branch promotional process for the rank of Captain.

- a) The examination process, consisting of written, practical, and interview/oral examinations, for the rank of Captain will occur as follows:
  - i. The ranked promotional list as per Article 14:05 (f) of qualified employees shall be maintained totaling all active fire fighters qualified to act as Captain as required by Article 14:05 (j) with an additional number of reserve employee's who have qualified but are not yet active in this role.
  - ii. The number of reserve employee's maintained on the ranked promotional list shall number to a maximum of 50% of the necessary active requirement in Article 14:05 (j).
  - iii. The examination process must be run when the number of reserve employees on the ranked promotional list have been depleted to four (4) or sooner at the discretion of the Fire Chief based on forecasted operational requirements.
  - iv. The number of employees permitted to participate in the examination process shall only total the number of empty reserve spots available needed to meet the maximum permitted on the ranked promotional list and the employees permitted to participate shall have the most seniority of all employees who wish to participate as per Article 14:05 (d).

- b) A promotional seminar will be conducted preceding the above mentioned examination process and will cover departmental materials. Examinations will be based upon departmental materials and/or training.
- c) The call to participate in the promotional process shall be posted in each station three (3) months prior to the first examination date of the process. A candidate must personally submit written intent to participate at least two (2) months prior to the first examination date of the process at which time they shall receive a list of departmental materials. Candidates will be advised of the examination process and the date of the written exam within two (2) months of the written exam. The oral and practical components of the competition will be completed wherever practical within (30) days after the written examination is complete.
- d) An employee shall be permitted to participate in the promotional process provided:
  - i. they have completed within thirty (30) calendar days of the completion date of the promotional process; at least five (5) full years of service, including at least one (1) full year as a First Class Fire Fighter, in the Department; and
  - ii. they have attained NFPA 1021, Fire Officer I or equivalent and NFPA 1041 Fire Instructor I or equivalent.
- e) The written examination will normally be held for all eligible candidates on the same day, subject to operational requirements. Candidates must achieve at least 75% in the written to qualify to participate in the practical and interview/oral examinations and achieve at least 75% in each of those examinations.
- f) The interview/oral examination will be conducted by the Fire Chief, a Deputy Chief, an officer appointed by the Fire Chief, and if deemed to be appropriate in the sole discretion of the Fire Chief, a member of the Association Executive. A ranked Promotional List of all employees will be prepared based upon service; and employees will be selected from the Promotional List to act as Captains.
- g) Each employee who fails their examination process shall have the right to review the process with the Fire Chief and/or Deputy Chief and, if they so desire, one member of the Executive of the Association.
- h) Service for the purposes of Article 14:05(f) will commence on the successful completion of the examination process and ranking will be based upon service as a firefighter qualified to act as Captain at the time of writing. Any tie in service will be broken by departmental seniority.
- i) Promotion to the next permanent vacancy of Captain in the Operations Branch will be based on the Promotional List. The top ranked employee from the list shall be promoted into the vacancy.
- j) All acting roles will be filled by using the Promotional List. The employees from the Captain's Promotional List may act as Captain in the absence of a permanent Captain up to a maximum of one (1) per Captain. Further activation of qualifying personnel from the list beyond the initial numbers placed on the Promotional List will occur at the discretion of the Fire Chief for absences (excluding absences under articles 9 and 10) anticipated to last more than four consecutive shifts.

- k) An employee on a ranked promotional list who transfers to a different Branch may return to their previous numerical position on the promotional list, provided they return to their previous branch within twenty-four (24) months.

14:06

#### Promotion to Training Officer Positions

The following are the requirements and procedures for filling a vacancy of a Training Officer in the Training Branch (but not above Training Officer):

- a) A notice of vacancy and job posting shall be posted at all stations for at least thirty (30) calendar days.
- b) Separate competitions, consisting of written, practical, and interview/oral examinations will occur at the discretion of the Fire Chief.
- c) An employee shall be permitted to take such examinations provided:
  - i) they have submitted written application to the Fire Chief within the posted deadline;
  - ii) they have completed, at the time of applying, at least five (5) full years of service, including at least one (1) full year as a First Class Fire Fighter, in the Department; and
  - iii) they have attained NFPA 1041, Fire Instructor I and II or equivalent, and are qualified as a shift training instructor.
- d) Employees permitted to take such examinations will be advised of the examination process, the date of the written exam and given departmental materials which they can use to study for the examinations at least four (4) weeks prior to the first examination. Examinations will be based upon departmental materials and/or training.
- e) The written examination will normally be held for all eligible candidates on the same day, subject to operational requirements. Candidates must achieve at least 75% in the written to qualify to participate in the practical and interview/oral examinations and achieve at least 75% in each of those examinations.
- f) The interview/oral examination will be conducted by the Fire Chief, a Deputy Chief, an officer appointed by the Fire Chief, and if deemed to be appropriate in the sole discretion of the Fire Chief, a member of the Association Executive.
- g) Candidates who fail any one of the minimum percentages specified above will not qualify for the position. No re-examination will be permitted for this competition.
- h) Each employee who fails their examination process shall have the right to review the process with the Fire Chief and/or Deputy Chief and, if they so desire, one member of the Executive of the Association.
- i) If there is more than one successful qualified internal candidate, the candidate with the most seniority will be appointed to the position of Training Officer.

- j) If there is no successful candidate, the Fire Chief retains the right to appoint an internal candidate or post for external applicants.
- k) Employees who are Captains or Fire Fighters qualified to act as Captains may act as a Training Officer in the absence of a permanent Training Officer, provided the employee and the Fire Chief mutually agree to it, the employee has completed the Incident Safety Officer Course and staffing permits it.
- l) An employee promoted to an officer's position in Training may return to their previous rank when a vacancy exists within twenty-four (24) months subject to availability and with ninety (90) days written notice to the Fire Chief. An extension beyond the twenty-four (24) month period may be granted with mutual agreement by the employee, the Association and the Corporation.

14:07

Promotions in the Fire Prevention Branch

The following are the requirements and procedures for filling a vacancy in an officer/inspector position in the Fire Prevention Branch (but not above Fire Prevention Officer, Fire Prevention Officer (Plans Examination) or Public Fire & Life Safety Officer):

- a) A notice of vacancy and job posting shall be posted at all stations for at least thirty (30) calendar days.
- b) Separate competitions, consisting of written, practical, and interview/oral examinations will occur at the discretion of the Fire Chief.
- c) An employee shall be permitted to take such examinations provided:
  - i) they have submitted written application to the Fire Chief within the posted deadline; and
  - ii) they have attained a Fire Protection Technology Diploma and/or the Ontario Certification for NFPA Fire Inspector I or equivalent and NFPA Fire and Life Safety Educator I or equivalent.
  - iii. for the Fire Prevention Officer (Plans Examination) position, they have attained a three (3) year college diploma in Civil Engineering Technology, Architectural Technology or related discipline, they are a registered Building Official with the Ministry of Municipal Affairs and Housing (MMAH) and have a valid Building Code Identification Number (BCIN) from the MMAH.
- d) Employees permitted to take such examinations will be advised of the examination process, the date of the written exam and given departmental materials which they can use to study for the examinations at least four (4) weeks prior to the first examination. Examinations will be based upon departmental materials and/or training.
- e) The written examination will normally be held for all eligible candidates on the same day, subject to operational requirements. Candidates must achieve at least 75% in the written to qualify to participate in the practical and interview/oral examinations and achieve at least 75% in each of those examinations.

- f) The interview/oral examination will be conducted by the Fire Chief, a Deputy Chief, an officer appointed by the Fire Chief, and if deemed to be appropriate in the sole discretion of the Fire Chief, a member of the Association Executive.
- g) Candidates who fail any one of the minimum percentages specified above will not qualify for the position. No re-examination will be permitted for this competition.
- h) Each employee who fails their examination process shall have the right to review the process with the Fire Chief and/or Deputy Chief and, if they so desire, one member of the Executive of the Association.
- i) The candidate with the most seniority who is qualified for the position will be given the position. If there is no successful applicant, the selection board may consider external applicants, and the Fire Chief may appoint to the position either a member of the Department or an external applicant.
- j) Employees may act as a Public Fire & Life Safety Officer in the absence of a permanent Public Fire & Life Safety Officer, provided the employee and the Fire Chief mutually agree to it.
- k) An employee promoted to the position of Fire Prevention Officer or Public Fire & Life Safety Officer may return to their previous rank within twenty-four (24) months when a vacancy exists subject to availability and with ninety (90) days written notice to the Fire Chief. An extension beyond the twenty-four (24) month period may be granted with mutual agreement by the employee, the Association and the Corporation.
- l) For every four (4) full-time Fire Prevention Officers/Fire Prevention Officer (Plans Examination) and Public Fire & Life Safety Officer employees, the Corporation may employ one (1) full-time Fire Inspector.

14:08 Promotions in the Communications Branch

The following are the requirements and procedures for determining the Communications Branch promotional process for the position of Communications Officer:

- a) The examination process, consisting of written, practical, and interview/oral examinations, for the position of Communications Officer will occur at the discretion of the Fire Chief:
- b) A promotional seminar will be conducted preceding the above mentioned examination process and will cover departmental materials. Examinations will be based upon departmental materials and/or training.
- c) The call to participate in the promotional process shall be posted in the Branch three (3) months prior to the first examination date of the process. A candidate must personally submit written intent to participate at least two (2) months prior to the first examination date of the process at which time the employee shall receive a list of departmental materials. Candidates will be advised of the examination process and the date of the written exam within two (2) months of the written exam. The oral and practical components of the competition will be completed wherever practical within (30) days after the written examination is complete.



- d) An employee shall be permitted to participate in the promotional process provided they have completed within thirty (30) calendar days of the completion date of the promotional process; at least five (5) years of continuous full-time service as a Communications Operator, in the Department.
- e) The written examination will normally be held for all eligible candidates on the same day, subject to operational requirements. Candidates must achieve at least 75% in the written to qualify to participate in the practical and interview/oral examinations and achieve at least 75% in each of those examinations.
- f) The interview/oral examination will be conducted by the Fire Chief, a Deputy Chief and if deemed to be appropriate in the sole discretion of the Fire Chief, a member of the Association Executive. A ranked Promotional List of all successful employees will be prepared based upon service; and employees will be selected from the Promotional List to act as Communications Officer.
- g) Each employee who fails their examination process shall have the right to review the process with the Fire Chief and/or Deputy Chief and, if they so desire, one member of the Executive of the Association.
- h) Service for the purposes of Article 14:08(f) will commence on the successful completion of the examination process and ranking will be based upon service as a full-time Communications Operator qualified to act as Communications Officer at the time of writing. Any tie in service will be broken by departmental seniority.
- i) Promotion to the next permanent vacancy of Communications Officer in the Communications Branch will be based on the Communications Officer's Promotional List. The top ranked employee from the list shall be promoted into the vacancy.
- j) All acting roles will be filled by using the Promotional List. The employees from the Communications Officer's Promotional List may act as a Communications Officer in the absence of a permanent Communications Officer up to a maximum of one (1) per Communications Officer. Further activation of qualifying personnel from the list beyond the initial numbers placed on the Promotional List will occur at the discretion of the Fire Chief for absences (excluding absences under articles 9 and 10) anticipated to last more than eight consecutive shifts.
- k) A Communications Operator qualified to act as a Communications Officer shall act in the absence of a Communications Officer provided a Communications Operator qualified to act as a Communications Officer is on duty, or any other time approved by the Fire Chief.
- l) An employee who transfers to other Branches will be removed from the Promotional List and may re-qualify if they return to the Communications Branch.

14.09

- a) Appointment to a position above Captain, Fire Prevention Officer, Public Fire & Life Safety Officer or Training Officer (including officers qualified to act as Platoon Chief/ Chief Training Officer/ Chief Fire Prevention Officer, respectively) shall be made by the Fire Chief.

- b) No employee will qualify for appointment above the rank of Captain, Fire Prevention Officer, Public Fire & Life Safety Officer or Training Officer unless they have served at least five (5) years in the rank of Captain, Fire Prevention Officer, Public Fire & Life Safety Officer or Training Officer, respectively in the Department and have attained NFPA 1021 Fire Officer I and II and NFPA 1041 Fire Instructor I or equivalent. (Effective January 1, 2021 must also attain NFPA 1021 Fire Officer III and IV.)
- c) Officers qualified to act as Platoon Chief may act as Platoon Chief in the absence of a permanent Platoon Chief to a maximum of two (2) per Platoon Chief.
- d) The Training Officer qualified to act in the absence of the Chief Training Officer shall be active as follows:
  - i) The Training Officer qualified to act shall act to cover vacation, scheduled lieu and other long term absences of the Chief Training Officer.
  - ii) Long term absences shall be those of one week or greater.
  - iii) The Training Officer qualified to act may act to cover short term absences (those of less than one week) when asked to by the Fire Chief and mutually agreed to by the employee.

14:10 When a position above the rank of First Class Fire Fighter in the Operations, Fire Prevention or Training Branches or above the rank of Communications Operator in the Communications Branch, becomes vacant due to death, promotion, retirement or resignation, the position shall be filled as soon as reasonably possible from the top position on the respective promotional list. If no promotional list exists, the position shall be filled within ninety (90) calendar days.

14:11 **Positions Outside of Bargaining Unit**

- a) An employee who is temporarily transferred to a position outside of the bargaining unit shall not be covered by this Collective Agreement, with the exception of Article 4 (Association Security), Article 11 (Employee Benefits) and Article 12 (Sick Leave), for the duration of the temporary transfer. The employee temporarily transferred out will not engage in disciplinary or confidential labour relations matters.
- b) In the case of an appointment to a temporary position outside the Bargaining Unit, the employee shall accumulate seniority and retain the right to their bargaining unit position. Should the employee exceed eighteen (18) months outside of the bargaining unit, the employee is considered to have lost their seniority rights and bargaining unit position unless mutually agreed to extend by all parties.
- c) In the case of an appointment to a permanent position outside the bargaining unit, the employee's seniority shall cease.

## **ARTICLE 15 - UNIFORMS**

- 15:01 The following shall be the standard issue of uniform supplied for all employees, commencing with their start date, or as soon as logistically possible. Any exceptions and/or exclusions shall be expressed below specific to the Branch affected:
- (a) Four (4) pairs of dark blue Nomex 111A fatigue trousers or equivalent for Operations and Training Branches, four (4) pair of wash and wear dark blue trousers for Fire Prevention Branch, or four (4) pairs of dark blue wash and wear daily trousers or skirts and any combination thereof, at the choice of the employee for the Communication Branch;
  - (b) Four matching dark blue Nomex 111A shirts or equivalent (short sleeve and/or long sleeve or any combination thereof, at the choice of the employee) for Operations and Training Branches, or four (4) dark blue short sleeve or long sleeve dress shirts or any combination thereof (employee's choice) for Fire Prevention and Communications Branches;
  - (c) Four (4) dark blue natural fibre short sleeve T-shirts and four (4) dark blue natural fibre long sleeve T-shirts or mock turtle neck or any combination thereof with BFES on the chest for all employees;
  - (d) One (1) dark blue natural fibre sweat shirt/work shirt with departmental identification for all employees, and one (1) dark blue natural fibre sweater for Fire Prevention Branch;
  - (e) One (1) BFES chest badge;
  - (f) One (1) pair of safety shoes or boots for the Operations, Training and Fire Prevention Branches (employee's choice), or one (1) pair of shoes or boots for the Communications Branch (employee's choice);
  - (g) One (1) dark blue ball cap with BFES logo on the front;
  - (h) One (1) dark blue three season jacket with removable insulation liner;
  - (i) One (1) belt;
  - (j) One (1) dress uniform tunic, one (1) dress uniform cap, two (2) black ties, two (2) white dress uniform shirts with a reinforced badge support area and two (2) pairs of dress uniform trousers;
  - (k) Replacement of all articles of clothing shall be on an as required basis when deemed necessary by the employee and the Fire Chief (or designate) i.e., accidentally lost, torn, ripped, damaged beyond repair, worn out, permanently stained, noticeably faded, discoloured or no longer fitting appropriately to the point that it takes away from its professional appearance;
  - (l) Upon requesting replacement of any item, the employee shall present the worn out / damaged article of clothing for inspection and return to the Department, at the discretion of the Fire Chief (or designate).

- 15:02 Department shoulder flashes are to be supplied on each arm on all fatigue/dress shirts, work shirts/sweat shirts/sweaters, tunics and coats/jackets;
- Employees shall receive service badges for every five years of full-time service in the Department.
- 15:03 a) Employees shall wear safety footwear at all times unless authorized not to do so by the Fire Chief (or designate).
- b) Employees must be properly attired in issued clothing at the start of their shift. Proper attire shall mean either:
- fatigue shirt, trousers and badge, with or without T-shirt, sweat shirt/sweater, or coat; or
  - full dress uniform including tie, tunic, dress pant, dress shirt, and uniform cap, with or without coat.
- c) when wearing a tunic, an employee shall also wear their uniform cap.
- 15:04 Commencing with their employment in the Department, all Operations and Training personnel will be issued with proper clothes for firefighting duties in compliance with N.F.P.A., C.S.A., U.L.C. and/or C.G.S.B. standards where applicable, consisting of a complete set of bunker gear, structural fire fighting boots, helmet, Nomex hood or equivalent, gloves, safety glasses, cutters, carabineer, light sticks, and strap. All equipment and firefighting gear shall be replaced by the Corporation, when deemed necessary by the employee and Fire Chief (or designate) i.e., damaged beyond repair or worn out.
- 15:05 An employee in the Fire Prevention Branch will be issued one (1) pair of Nomex 111A or equivalent coveralls. Four (4) sets of coveralls will be made available at each station. Coveralls soiled in the performance of Department duties will be either cleaned by the Corporation or by the employee using washing equipment provided by the Corporation. Either method will be at no cost to the employee.
- 15:06 Such uniforms and equipment shall be deemed to be the property of the Corporation and shall be turned over and accounted for to the Corporation on termination of employment before the employee receives any monies owing to them.
- 15:07 a) Any personal protective clothing soiled in the performance of fire fighting duties will be cleaned by the Corporation at no cost to the employee and at the discretion of the Fire Chief (or designate).
- b) A Fire Prevention/Public Fire & Life Safety Officer's winter coat will be cleaned by the Corporation as required, at the discretion of the Fire Chief (or designate).

**ARTICLE 16 - LEAVE OF ABSENCE**

**16:01      Unpaid Absence**

An employee may be granted leave without pay and without loss of seniority on approval from the Corporation. A request in writing, outlining all pertinent details of the purpose of the leave without pay, shall be submitted to the Fire Chief at least two weeks before the requested leave, unless the request arises from an emergency. An employee on unpaid leave of absence shall not accrue sick leave credits, recognized holidays, experience pay, lieu days or vacation entitlement and, subject to Article 16:07, shall be responsible for payment of all fringe benefits on a pro-rata basis.

Employees on an approved unpaid medical leave, as determined by the Corporation, will continue to be entitled to all benefits under Article 11.01. Employees will be required to submit proof of disability substantiating their inability to attend work.

**16:02      Absence for Association Business**

The Association acknowledges that Association Executive Officers and Committee members have their regular duties to perform on behalf of the Corporation. Such an employee shall be granted leave of absence without loss of pay, subject to permission of the Fire Chief, to attend negotiation, grievance, arbitration and other meetings with the Corporation. Such permission shall not be unreasonably denied.

**(a) Negotiating Committee**

Up to four members of the Association's duly elected or appointed Negotiating Committee shall be granted leave of absence without loss of pay as may be necessary for the proper performance of their offices, including attendance at interest arbitration hearings, insofar as the regular operations of the Department permit, at the discretion of the Fire Chief.

**(b) Grievance Committee**

Up to two members of the Association's duly elected or appointed Grievance Committee shall be granted leave of absence without loss of pay to represent an aggrieved employee in grievance meetings, including rights arbitration hearings, with the Corporation, insofar as the regular operations of the Department permit, at the discretion of the Fire Chief.

**16:03      Leave to Attend Conventions, Seminars, Etc.**

- (a) Leave of absence without pay and without loss of seniority may be granted, in accordance with Article 16:01, to no more than two employees at one time, to attend Association meetings, or conventions, seminars, conferences, etc., of the Association's affiliated bodies such as the Ontario Professional Fire Fighters Association. Such leave of absence shall not be unreasonably denied. The total number of days of unpaid leave granted under this Article shall not exceed ten (10) per year. For the purpose of this article, a 24-hour shift shall equal two (2) days.
- (b) Paid leave of absence provided in sufficient amount to allow at least four (4) employees to attend health and safety conferences, etc., or other seminars or conferences not covered by Article 16:03 (a), provided such attendance will be of benefit to the Department and approved by the Fire Chief.

In addition, the Corporation shall reimburse the Association for the registration cost of sending four (4) representatives to attend the annual OPFFA Health & Safety Seminar.

16:04

**Bereavement Leave**

- (a) An employee shall be granted paid bereavement leave of up to two (2) 24-hour shifts off for those employees on the 24-hour shift rotation and for all other employees four (4) consecutive working days, in total, to make arrangements for and to attend the funeral of their spouse, common-law spouse, child, parent, mother-in-law, father-in-law, grandparent, grandchild, brother or sister; and up to one (1) 24-hour shift off for those employees on the 24-hour shift rotation and for all other employees one (1) working day to attend the funeral of their son-in-law or daughter-in-law. Subject to Article 16:04(b), paid bereavement leave shall not be granted beyond two calendar days following the day of the funeral.
- (b) An employee may reserve one (1) working day of paid bereavement leave (one half (1/2) of a working day for an employee on the 24-hour shift) from the above entitlement to attend a Celebration of Life ceremony or interment, to be taken no later than 6 months from the time of death. This time off must coincide directly with the employee's working hours and the scheduled event and is not intended to be used for any other purpose.
- (c) An employee shall not be entitled to paid bereavement leave for a day on which they are absent from work for some other reason. The Fire Chief may grant paid compassionate leave for reasons other than bereavement.

16:05

**Leave For Jury Duty or Witness Duty**

An employee who is called for jury duty or subpoenaed as a witness in any court, shall be paid their regular wages while so serving during their regularly scheduled tour of duty, provided they deposit with the Director of Human Resources the full amount of any compensation received for such duty excluding mileage allowances, travelling expenses and meals.

When an employee is required to attend court as a witness for a case initiated while they were a member of the Department, during time off, they shall be paid at one and one-half times (1½ x) their regular hourly rate for all hours of attendance, with a minimum of three (3) hours' pay. This will not apply to an employee who:

- (a) is required to attend court by another fire department because of previous employment with such department; or who
- (c) is required to attend court for reasons unconnected with their legitimate activities as a employee with the Corporation.

16:06

**Leave Before and/or After Attending Fire College**

An employee who is scheduled to attend the Ontario Fire College for four or more consecutive days, and who is scheduled to work the preceding calendar day, shall be granted leave of absence without loss of pay, seniority or benefits for that calendar day.

An employee who is scheduled to work on the calendar day after attending the Ontario Fire College for four or more consecutive days shall be granted leave of absence without loss of pay, seniority or benefits for that calendar day.

When warranted, additional leave may be granted at the sole discretion of the Fire Chief.

16:07

**Pregnancy and Parental Leave**

(a) Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act* of Ontario.

- i. An employee shall give the Fire Chief as much advance written notice as possible, and at least two weeks' written notice, of the date upon which they intend to commence the leave of absence. In the case of a pregnancy leave, a physician's certificate estimating the date of delivery must accompany the notice.
- ii. An employee on pregnancy or parental leave will not accrue recognized holidays or lieu days during the period of absence, but will accrue seniority, sick leave credits and vacation credits.
- iii. While an employee is on pregnancy or parental leave, the Corporation will continue to pay the premiums for the benefit plans set out in paragraphs (ii), (iii), (iv), (v), (vi) and (vii) of Article 11:01, Article 11:05, Article 11:06, Article 11:08, and will continue making contributions to the OMERS plan set out in Article 11:02 provided the employee continues to make the employee contributions to the plan and in accordance with OMERS regulations.

(b) An employee on pregnancy and/or parental leave who is in receipt of Employment Insurance (E.I.) benefits pursuant to the Employment Insurance Act, shall be paid a Supplemental Employment Benefit by the Corporation as follows:

(i) Supplemental Employment Benefits are payable for up to seventeen (17) weeks during the pregnancy leave and up to thirteen (13) weeks during the parental leave. The weeks noted above are inclusive of the waiting period, where applicable.

(ii) The benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of the employee's weekly E.I. benefits and any other earnings.

(iii) The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate prior to the commencement of the leave times the normal weekly hours plus any wage increase the employee would have been entitled to if not on the leave.

(iv) Such payment shall commence following receipt by the Corporation of the employee's E.I. cheque stub as proof that the employee is in receipt of E.I. benefits. The employee is required to provide this information every two (2) weeks for the duration of the benefit period.

(v) The Corporation shall not reduce any accumulated employment benefit(s) or wages to finance the supplemental employment insurance plan. These amounts include any benefit(s) or wages to which the employee is entitled to including but not

limited to sick leave credits, time owing, lieu days pay out, vacation leave credits and/or retroactive wages.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

17:01 It is the desire of the parties that a grievance or grievances of employees shall be adjusted as quickly as possible. An employee shall first give the applicable Deputy Fire Chief an opportunity of resolving their complaint prior to submitting a grievance. When a dispute involves a question of general application or interpretation (policy grievance), it may be submitted directly at Step 1. A grievance is defined as a complaint relating to the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered, the alleged circumstances of which occurred more than thirty (30) calendar days prior to the filing of the grievance(s).

17:02 Throughout the grievance procedure, all submissions and related replies shall be in writing, with copies to the Fire Chief, the Director of Human Resources and the Association.

17:03 Should a grievance arise, it shall be dealt with as follows, provided that the time limits specified may, by agreement of the parties, be extended.

17:04 **Step 1** When a grievance occurs, the employee(s) may submit a written grievance to, and request a meeting with the Fire Chief.

The written grievance, signed by a member of the Association Grievance Committee, must contain the nature of the grievance, the remedy sought, and the Article or Articles of the Agreement which are alleged to have been violated. The Fire Chief will convene a meeting within fourteen (14) calendar days. The Fire Chief will deliver their decision in writing within fourteen (14) calendar days following the meeting. Failing settlement at this stage, the grievance may proceed to Step 2.

**Step 2** Within fourteen (14) calendar days following the decision under Step 1, the employee(s) may submit the grievance in writing to their General Manager. The General Manager will convene a meeting within twenty-eight (28) calendar days. The aggrieved employee(s), the President of the Association and a member of the Association's Grievance Committee may attend this meeting. The General Manager will deliver their decision in writing within fourteen (14) calendar days following the meeting held under Step 2.

17:05 **Grievances Concerning Suspension, Discharge or Lay-off**

(a) Grievances concerning suspension, discharge or lay-off may be submitted at Step 2 of the grievance procedure.

(b) A grievance submitted at Step 2 of the grievance procedure in accordance with Article 17:05(a) must be submitted within thirty (30) calendar working days after the circumstances giving rise to the complaint occurred.



**ARTICLE 18 - ARBITRATION**

- 18:01 In the event of any controversy concerning the interpretation or administration of this Agreement and in the event that a satisfactory adjustment cannot be reached between the parties, the matter in dispute may be submitted to arbitration in the manner set out in the applicable legislation, within thirty (30) calendar days following the decision under Step 2 being received. Upon mutual consent of both parties, the matter in dispute may be referred to arbitration at any time during the grievance process.
- 18:02 Where an arbitrator or arbitration board determines that an employee has been discharged or otherwise disciplined for cause, the arbitrator or arbitration board may substitute such other penalty for the discharge or discipline as to the arbitrator or arbitration board seems just and reasonable in all circumstances.

**ARTICLE 19 – DISCIPLINE, DISCHARGE OR SUSPENSION**

- 19:01 (a) If an employee is required to attend a disciplinary meeting, the employee will be informed beforehand of the nature of the meeting and will be advised that they have the right to require Association representation at such meeting. If an employee refuses Association representation, that employee will be required to sign a waiver identifying such refusal. A copy of the waiver shall be sent to an Association Executive Member within three (3) days of it being signed.
- (b) The term “disciplinary meeting” means a meeting in which the Fire Chief is considering taking or imposing disciplinary action against the employee, but does not include an investigation meeting. “Disciplinary action” means a response from the Fire Chief to an employee’s action, behaviour or conduct that the Fire Chief deems inappropriate, and includes a penalty against the employee. “Disciplinary action” does not include verbal warnings, performance counselling, or coaching.
- 19:02 (a) The discharge of an employee shall be in accordance with the provisions of the applicable legislation.
- (b) In addition to the provisions of Article 19:02(a), no employee shall be discharged or suspended until they have been given a fair hearing in the presence of the Fire Chief and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy Chief or the officer in charge to relieve an employee from duty prior to their hearing. Suspension may be made retroactive to the time of being relieved from duty. Where a hearing is being conducted by the Fire Chief, they may, at their discretion, ask a Deputy Chief to be present.
- 19:03 The record of any discipline action, other than violations of the Human Rights Code and/or the Occupational Health & Safety Act; shall not be referred to or used against an employee at any time after 24 months following such action, provided no other similar disciplinary action has been taken against that employee within that last 24 month period.
- 19:04 All disciplinary matters shall remain confidential between the parties and shall not be disclosed to anyone other than as required to implement and manage the discipline and in accordance with Article 18.

## **ARTICLE 20 - JOB SECURITY**

- 20:01 a) If there is a staff reduction by the Corporation within the bargaining unit, employees shall be laid off by Branch, in reverse order of seniority provided that the remaining employees have the skill, ability and qualifications to perform the work required.
- b) The employee to be laid off from the Branch shall have preference for any suitable vacant position available within the Department at that time for which they are qualified. The Corporation will provide the employee who selects a vacant position with the opportunity to obtain training as may be required to complement existing skills provided the training shall not exceed three (3) months.
- c) If the employee does not take any suitable vacant position, they may be laid off immediately or identify the lowest ranked position in another Branch for which they are immediately qualified, or for which they qualify with a sixty (60) day familiarization, and in which there is an employee with less seniority. The employee may bump from that identified position the most junior employee. This employee shall be laid off from the Corporation.
- d) When an employee to be laid off under clause c) is above the rank of 1<sup>st</sup> Class Fire Fighter, the employee may identify the junior person in another Branch holding the same rank for which they are immediately qualified, or for which they qualify with a sixty (60) day familiarization period.
- e) Notwithstanding the promotion provisions of the Collective Agreement, an employee demoted as a result of staff reductions shall be the first to be re-promoted to their previous position when a vacancy occurs in that specific Branch.
- f) Affected employees shall be recalled to work in order of seniority to their previous position and Branch. Affected employees shall be recalled to work in order of seniority to another position provided they are qualified for the vacancy. The Corporation will provide the employee with the opportunity to obtain familiarization as may be required to complement existing skills provided the familiarization does not exceed sixty (60) days.
- g) Prior to actually laying off any employee(s), the Director of Human Resources shall provide written notice to the Association at least thirty (30) calendar days prior to the impending layoff(s) and shall, if so requested, meet with the Association within ten (10) calendar days of such request to discuss such layoff(s).

### **20:02 No Contracting Out**

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

### **20:03 Technological Change**

- (a) The Association acknowledges that the Corporation has the right to introduce new or improved methods and facilities. At least thirty (30) calendar days prior to the introduction or implementation of technological change or changes in mechanization adversely affecting employees, the Corporation shall by written notice furnish the Association with full information of the planned change or changes. "Technological change" means the

introduction of equipment or material of a different nature or kind than that previously used by the Corporation, and a change in the manner in which the Corporation carries on its operations that is directly related to the introduction of that equipment or material.

On receipt of the said information, representatives of the Corporation and the Association will meet for the purpose of engaging in effective consultation with a view to resolving any issue which may concern the employment status of any employee.

- (b) No employee shall suffer loss of their employment as a result of the exercise by the Corporation of its right to introduce or implement technological change, mechanization changes or changes in operating methods or organization, provided the said employee has completed five (5) years' employment with the Department at the time the aforementioned notice was given by the Corporation.

20:04 In the event that the Barrie Fire and Emergency Service merges or amalgamates with another employer, the Corporation shall meet and consult with the Association.

20:05 **Loss Of License**

Provided that the employee can satisfactorily perform all other job duties besides driving, an employee whose driver's license has been temporarily suspended may be permitted to continue working and may be demoted one rank until their license is reinstated, at the discretion of the Fire Chief after consultation with the Association.

20:06 **Student Field Placements**

Any student field placement program and/or any co-op placement program introduced and/or implemented at the Department involving any of its Branches, excluding the Administration Branch, must be mutually agreed to by the Association.

**ARTICLE 21 - DEPARTMENT RULES**

21:01 The By-law to establish and govern the Barrie Fire and Emergency Service, and the policies and procedures of the department, shall be observed by all employees, insofar as they do not conflict with the terms and provisions of the applicable legislation of the Province of Ontario and this Collective Agreement. The Corporation shall not make any changes to the departmental policies and procedures without full consultation and discussion with the Association.

21:02 The job descriptions for the positions covered by this Agreement shall be those as mutually agreed to by the Corporation and the Association. No changes shall take place except by mutual agreement of the parties. Any positions must have a mutually agreed upon job description developed and signed off before being posted.

**ARTICLE 22 - NO STRIKE OR LOCK-OUT**

22:01 No strike or lock-out shall occur during the life of this Agreement and no employee shall participate in any sympathy strike in support of any other organization.

## **ARTICLE 23 - LEGAL PROTECTION**

23:01 The Corporation agrees to indemnify the employees, including retirees, and save them harmless from all suits for damages, cost, charges, expenses or proceedings where they suffer an allegation as a result of anything they did or failed to do in the performance of their duties, excluding gross negligence by the said employees.

## **ARTICLE 24 - TRAVEL EXPENSES**

### **24:01 Expenses - Fire College**

Each employee shall be paid an allowance of ten dollars (\$10) per day for miscellaneous items while attending the Ontario Fire College. Each employee, while on course, shall receive a travel allowance at the rate approved by City Council for the use of private motor vehicles for one weekly trip from Station #1 to the College and return, less the amount of any travel allowance received from any other source(s).

### **24:02 Travel Reimbursement**

- a) Where an employee is required to use their private vehicle on corporate business, including transfers between stations after reporting to duty, the Corporation shall pay the employee an allowance per kilometer at the approved corporate rate.
- b) Where an employee is away from the corporate facilities on corporate business, the employee shall be entitled to a meal allowance at the approved corporate rate where a meal is not provided.

## **ARTICLE 25 – WELLNESS AND FITNESS PROGRAM**

25:01 The Corporation and the Association shall establish a Wellness/Fitness Committee consisting of four (4) members from each party, with co-chair from each party. The Committee may develop sub-committees to assist. Meetings will be scheduled on consensus of the co-chairs.

The Committee shall work to develop programs, protocols and details associated with the Wellness and Fitness Program.

## **ARTICLE 26 - DURATION**

26:01 This Agreement shall become effective as of the 1<sup>st</sup> day of January, 2019, and shall remain in force and effect until the 31<sup>st</sup> day of December 2023. It shall be renewed automatically from year to year thereafter, unless either party gives notice of its desire to negotiate a new collective agreement within the ninety (90) day period immediately prior to the anniversary date in any year. In the event that such notice is given, negotiations shall begin, with the exchange of proposals, within fifteen (15) calendar days following receipt of the notice. Meetings will be scheduled at such times as are mutually agreed upon by the parties. If, pursuant to such negotiations, a new Agreement is not negotiated prior to the current expiration date, this Agreement shall remain in full force and effect until replaced by a new Agreement.

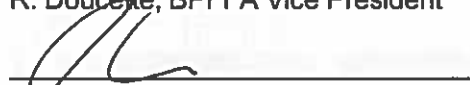
If, after the negotiations referred to above, either party concludes that an Agreement cannot be reached, such party may request the appointment of a conciliation officer in accordance with the applicable legislation. If the conciliation officer is unable to effect a

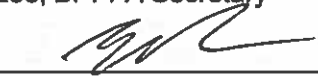
collective agreement, the matters remaining in dispute between the parties shall be decided by arbitration in accordance with the legislation.

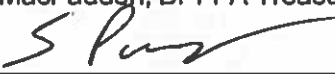
**FOR THE BARRIE PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION**

  
K. White, BPFPA President

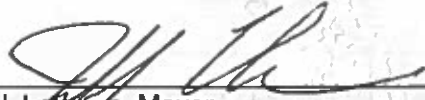
  
R. Doucette, BPFPA Vice President


  
J. Lee, BPFPA Secretary

  
E. MacFadden, BPFPA Treasurer

  
S. Pomeroy, BPFPA Executive Officer

**FOR THE CORPORATION  
OF THE CITY OF BARRIE**

  
J. Leffman, Mayor

  
W. Cobke, City Clerk

AUTHORIZED BY BY-LAW NO.  
2019-010 PASSED BY THE  
COUNCIL OF THE CORPORATION  
OF THE CITY OF BARRIE ON  
FEBRUARY 11, 2019.

Dated: March 7, 2019

**Appendix "A" – Salary Grid  
Effective January 1, 2019 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	131%	\$140,374	\$64.05
18 – 23 Years of Service (6%)		\$137,366	\$62.68
9 – 17 Years of Service (3%)		\$134,358	\$61.31
Base Rate		\$131,350	\$59.94
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	119%	\$128,342	\$58.56
18 – 23 Years of Service (6%)		\$125,334	\$57.19
9 – 17 Years of Service (3%)		\$122,326	\$55.82
Base Rate		\$119,318	\$54.45
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	117%	\$126,336	\$57.65
18 – 23 Years of Service (6%)		\$123,328	\$56.28
9 – 17 Years of Service (3%)		\$120,320	\$54.90
Base Rate		\$117,312	\$53.53
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$109,291	\$49.87
18 – 23 Years of Service (6%)		\$106,283	\$48.50
9 – 17 Years of Service (3%)		\$103,275	\$47.13
Base Rate		\$100,267	\$45.75
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$90,240	\$41.18
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$80,214	\$36.60
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$70,187	\$32.03
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$60,160	\$27.45
<b>Communications Officer</b>			
24+ Years of Service (9%)	111%	\$119,779	\$54.66
18 – 23 Years of Service (6%)		\$116,951	\$53.37
9 – 17 Years of Service (3%)		\$114,124	\$52.08
Base Rate		\$111,296	\$50.79
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	94%	\$102,734	\$46.88
18 – 23 Years of Service (6%)		\$99,906	\$45.59
9 – 17 Years of Service (3%)		\$97,079	\$44.30
Base Rate		\$94,251	\$43.01
<b>Communications Operator, 2<sup>nd</sup> Class</b>	82%	\$82,219	\$37.52
<b>Communications Operator, 3<sup>rd</sup> Class</b>	76%	\$76,203	\$34.77
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$70,187	\$32.03
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$60,160	\$27.45

**Appendix "A" – Salary Grid  
Effective July 1, 2019 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	131%	\$141,778	\$64.69
18 – 23 Years of Service (6%)		\$138,740	\$63.31
9 – 17 Years of Service (3%)		\$135,702	\$61.92
Base Rate		\$132,664	\$60.54
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	119%	\$129,625	\$59.15
18 – 23 Years of Service (6%)		\$126,587	\$57.76
9 – 17 Years of Service (3%)		\$123,549	\$56.38
Base Rate		\$120,511	\$54.99
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	117%	\$127,600	\$58.22
18 – 23 Years of Service (6%)		\$124,562	\$56.84
9 – 17 Years of Service (3%)		\$121,524	\$55.45
Base Rate		\$118,486	\$54.07
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$110,384	\$50.37
18 – 23 Years of Service (6%)		\$107,346	\$48.98
9 – 17 Years of Service (3%)		\$104,308	\$47.60
Base Rate		\$101,270	\$46.21
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$91,143	\$41.59
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$81,016	\$36.97
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$70,889	\$32.35
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$60,762	\$27.73
<b>Communications Officer</b>			
24+ Years of Service (9%)	111%	\$120,977	\$55.20
18 – 23 Years of Service (6%)		\$118,122	\$53.90
9 – 17 Years of Service (3%)		\$115,266	\$52.60
Base Rate		\$112,410	\$51.29
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	94%	\$103,761	\$47.35
18 – 23 Years of Service (6%)		\$100,906	\$46.04
9 – 17 Years of Service (3%)		\$98,050	\$44.74
Base Rate		\$95,194	\$43.44
<b>Communications Operator, 2<sup>nd</sup> Class</b>	82%	\$83,041	\$37.89
<b>Communications Operator, 3<sup>rd</sup> Class</b>	76%	\$76,965	\$35.12
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$70,889	\$32.35
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$60,762	\$27.73



**Appendix "A" – Salary Grid  
Effective January 1, 2020 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	131%	\$143,196	\$65.34
18 – 23 Years of Service (6%)		\$140,128	\$63.94
9 – 17 Years of Service (3%)		\$137,059	\$62.54
Base Rate		\$133,991	\$61.14
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	119%	\$130,922	\$59.74
18 – 23 Years of Service (6%)		\$127,854	\$58.34
9 – 17 Years of Service (3%)		\$124,785	\$56.94
Base Rate		\$121,717	\$55.54
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	117%	\$128,876	\$58.81
18 – 23 Years of Service (6%)		\$125,808	\$57.41
9 – 17 Years of Service (3%)		\$122,739	\$56.01
Base Rate		\$119,671	\$54.61
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$111,488	\$50.87
18 – 23 Years of Service (6%)		\$108,420	\$49.47
9 – 17 Years of Service (3%)		\$105,351	\$48.07
Base Rate		\$102,283	\$46.67
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$92,055	\$42.01
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$81,826	\$37.34
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$71,598	\$32.67
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$61,370	\$28.00
<b>Communications Officer</b>			
24+ Years of Service (9%)	112.5%	\$123,859	\$56.52
18 – 23 Years of Service (6%)		\$120,929	\$55.18
9 – 17 Years of Service (3%)		\$117,998	\$53.84
Base Rate		\$115,068	\$52.51
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	95.5%	\$106,471	\$48.58
18 – 23 Years of Service (6%)		\$103,541	\$47.25
9 – 17 Years of Service (3%)		\$100,610	\$45.91
Base Rate		\$97,680	\$44.57
<b>Communications Operator, 2<sup>nd</sup> Class</b>	84%	\$85,918	\$39.21
<b>Communications Operator, 3<sup>rd</sup> Class</b>	77%	\$78,758	\$35.94
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$71,598	\$32.67
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$61,370	\$28.00



**Appendix "A" – Salary Grid  
Effective July 1, 2020 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	131%	\$144,629	\$66.00
18 – 23 Years of Service (6%)		\$141,529	\$64.58
9 – 17 Years of Service (3%)		\$138,430	\$63.17
Base Rate		\$135,331	\$61.75
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	119%	\$132,232	\$60.34
18 – 23 Years of Service (6%)		\$129,132	\$58.92
9 – 17 Years of Service (3%)		\$126,033	\$57.51
Base Rate		\$122,934	\$56.10
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	117%	\$130,166	\$59.40
18 – 23 Years of Service (6%)		\$127,066	\$57.98
9 – 17 Years of Service (3%)		\$123,967	\$56.57
Base Rate		\$120,868	\$55.15
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$112,604	\$51.38
18 – 23 Years of Service (6%)		\$109,504	\$49.97
9 – 17 Years of Service (3%)		\$106,405	\$48.55
Base Rate		\$103,306	\$47.14
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$92,975	\$42.43
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$82,645	\$37.71
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$72,314	\$33.00
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$61,984	\$28.28
<b>Communications Officer</b>			
24+ Years of Service (9%)	112.5%	\$125,098	\$57.08
18 – 23 Years of Service (6%)		\$122,138	\$55.73
9 – 17 Years of Service (3%)		\$119,179	\$54.38
Base Rate		\$116,219	\$53.03
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	95.5%	\$107,536	\$49.07
18 – 23 Years of Service (6%)		\$104,576	\$47.72
9 – 17 Years of Service (3%)		\$101,617	\$46.37
Base Rate		\$98,657	\$45.02
<b>Communications Operator, 2<sup>nd</sup> Class</b>	84%	\$86,777	\$39.60
<b>Communications Operator, 3<sup>rd</sup> Class</b>	77%	\$79,546	\$36.30
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$72,314	\$33.00
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$61,984	\$28.28

**Appendix "A" – Salary Grid  
Effective January 1, 2021 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	132%	\$147,118	\$67.13
18 – 23 Years of Service (6%)		\$143,987	\$65.70
9 – 17 Years of Service (3%)		\$140,857	\$64.27
Base Rate		\$137,727	\$62.85
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	120%	\$134,598	\$61.42
18 – 23 Years of Service (6%)		\$131,467	\$59.99
9 – 17 Years of Service (3%)		\$128,337	\$58.56
Base Rate		\$125,207	\$57.13
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	118%	\$132,511	\$60.47
18 – 23 Years of Service (6%)		\$129,380	\$59.04
9 – 17 Years of Service (3%)		\$126,250	\$57.61
Base Rate		\$123,120	\$56.18
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$113,730	\$51.90
18 – 23 Years of Service (6%)		\$110,599	\$50.47
9 – 17 Years of Service (3%)		\$107,469	\$49.04
Base Rate		\$104,339	\$47.61
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$93,905	\$42.85
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$83,471	\$38.09
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$73,037	\$33.33
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$62,603	\$28.57
<b>Communications Officer</b>			
24+ Years of Service (9%)	115%	\$129,099	\$58.91
18 – 23 Years of Service (6%)		\$126,063	\$57.52
9 – 17 Years of Service (3%)		\$123,026	\$56.14
Base Rate		\$119,990	\$54.75
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	97%	\$110,318	\$50.34
18 – 23 Years of Service (6%)		\$107,282	\$48.95
9 – 17 Years of Service (3%)		\$104,245	\$47.57
Base Rate		\$101,209	\$46.18
<b>Communications Operator, 2<sup>nd</sup> Class</b>	86%	\$89,732	\$40.95
<b>Communications Operator, 3<sup>rd</sup> Class</b>	78%	\$81,384	\$37.14
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$73,037	\$33.33
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$62,603	\$28.57

**Appendix "A" – Salary Grid  
Effective July 1, 2021 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	132%	\$148,588	\$67.80
18 – 23 Years of Service (6%)		\$145,427	\$66.36
9 – 17 Years of Service (3%)		\$142,265	\$64.92
Base Rate		\$139,104	\$63.47
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	120%	\$135,942	\$62.03
18 – 23 Years of Service (6%)		\$132,781	\$60.59
9 – 17 Years of Service (3%)		\$129,619	\$59.15
Base Rate		\$126,458	\$57.70
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	118%	\$133,835	\$61.07
18 – 23 Years of Service (6%)		\$130,674	\$59.63
9 – 17 Years of Service (3%)		\$127,512	\$58.18
Base Rate		\$124,351	\$56.74
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$114,866	\$52.41
18 – 23 Years of Service (6%)		\$111,705	\$50.97
9 – 17 Years of Service (3%)		\$108,543	\$49.53
Base Rate		\$105,382	\$48.09
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$94,844	\$43.28
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$84,306	\$38.47
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$73,767	\$33.66
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$63,229	\$28.85
<b>Communications Officer</b>			
24+ Years of Service (9%)	115%	\$130,389	\$59.50
18 – 23 Years of Service (6%)		\$127,322	\$58.10
9 – 17 Years of Service (3%)		\$124,256	\$56.70
Base Rate		\$121,189	\$55.30
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	97%	\$111,421	\$50.84
18 – 23 Years of Service (6%)		\$108,354	\$49.44
9 – 17 Years of Service (3%)		\$105,288	\$48.04
Base Rate		\$102,221	\$46.64
<b>Communications Operator, 2<sup>nd</sup> Class</b>	86%	\$90,629	\$41.35
<b>Communications Operator, 3<sup>rd</sup> Class</b>	78%	\$82,198	\$37.51
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$73,767	\$33.66
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$63,229	\$28.85



**Appendix "A" – Salary Grid  
Effective January 1, 2022 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	132%	\$150,075	\$68.48
18 – 23 Years of Service (6%)		\$146,882	\$67.02
9 – 17 Years of Service (3%)		\$143,689	\$65.57
Base Rate		\$140,496	\$64.11
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	120%	\$137,302	\$62.65
18 – 23 Years of Service (6%)		\$134,109	\$61.20
9 – 17 Years of Service (3%)		\$130,916	\$59.74
Base Rate		\$127,723	\$58.28
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	118%	\$135,173	\$61.68
18 – 23 Years of Service (6%)		\$131,980	\$60.22
9 – 17 Years of Service (3%)		\$128,787	\$58.77
Base Rate		\$125,594	\$57.31
<b>Fire Fighter, 1st Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$116,015	\$52.94
18 – 23 Years of Service (6%)		\$112,822	\$51.48
9 – 17 Years of Service (3%)		\$109,629	\$50.02
Base Rate		\$106,436	\$48.57
<b>Fire Fighter, 2nd Class</b>	90%	\$95,792	\$43.71
<b>Fire Fighter, 3rd Class</b>	80%	\$85,149	\$38.85
<b>Fire Fighter, 4th Class</b>	70%	\$74,505	\$34.00
<b>Firefighter, 5th Class</b>	60%	\$63,862	\$29.14
<b>Communications Officer</b>			
24+ Years of Service (9%)	117.5%	\$134,498	\$61.37
18 – 23 Years of Service (6%)		\$131,352	\$59.94
9 – 17 Years of Service (3%)		\$128,207	\$58.50
Base Rate		\$125,062	\$57.07
<b>Communications Operator, 1st Class</b>			
24+ Years of Service (9%)	98.5%	\$114,275	\$52.14
18 – 23 Years of Service (6%)		\$111,129	\$50.71
9 – 17 Years of Service (3%)		\$107,984	\$49.27
Base Rate		\$104,839	\$47.84
<b>Communications Operator, 2nd Class</b>	88%	\$93,664	\$42.74
<b>Communications Operator, 3rd Class</b>	79%	\$84,084	\$38.37
<b>Communications Operator, 4th Class</b>	70%	\$74,505	\$34.00
<b>Communications Operator, 5th Class</b>	60%	\$63,862	\$29.14

**Appendix "A" – Salary Grid  
Effective July 1, 2022 (0.75%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	132%	\$151,200	\$68.99
18 – 23 Years of Service (6%)		\$147,983	\$67.53
9 – 17 Years of Service (3%)		\$144,766	\$66.06
Base Rate		\$141,549	\$64.59
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	120%	\$138,332	\$63.12
18 – 23 Years of Service (6%)		\$135,115	\$61.65
9 – 17 Years of Service (3%)		\$131,898	\$60.19
Base Rate		\$128,681	\$58.72
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	118%	\$136,187	\$62.14
18 – 23 Years of Service (6%)		\$132,970	\$60.68
9 – 17 Years of Service (3%)		\$129,753	\$59.21
Base Rate		\$126,536	\$57.74
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$116,885	\$53.34
18 – 23 Years of Service (6%)		\$113,668	\$51.87
9 – 17 Years of Service (3%)		\$110,451	\$50.40
Base Rate		\$107,234	\$48.93
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$96,511	\$44.04
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$85,787	\$39.15
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$75,064	\$34.25
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$64,340	\$29.36
<b>Communications Officer</b>			
24+ Years of Service (9%)	117.5%	\$135,506	\$61.83
18 – 23 Years of Service (6%)		\$132,338	\$60.39
9 – 17 Years of Service (3%)		\$129,169	\$58.94
Base Rate		\$126,000	\$57.49
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	98.5%	\$115,131	\$52.54
18 – 23 Years of Service (6%)		\$111,963	\$51.09
9 – 17 Years of Service (3%)		\$108,794	\$49.64
Base Rate		\$105,625	\$48.20
<b>Communications Operator, 2<sup>nd</sup> Class</b>	88%	\$94,366	\$43.06
<b>Communications Operator, 3<sup>rd</sup> Class</b>	79%	\$84,715	\$38.66
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$75,064	\$34.25
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$64,340	\$29.36

**Appendix "A" – Salary Grid  
Effective January 1, 2023 (1%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	133%	\$153,795	\$70.18
18 – 23 Years of Service (6%)		\$150,545	\$68.69
9 – 17 Years of Service (3%)		\$147,296	\$67.21
Base Rate		\$144,047	\$65.73
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	121%	\$140,798	\$64.25
18 – 23 Years of Service (6%)		\$137,548	\$62.76
9 – 17 Years of Service (3%)		\$134,299	\$61.28
Base Rate		\$131,050	\$59.80
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	119%	\$138,632	\$63.26
18 – 23 Years of Service (6%)		\$135,382	\$61.78
9 – 17 Years of Service (3%)		\$132,133	\$60.29
Base Rate		\$128,884	\$58.81
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$118,054	\$53.87
18 – 23 Years of Service (6%)		\$114,804	\$52.39
9 – 17 Years of Service (3%)		\$111,555	\$50.90
Base Rate		\$108,306	\$49.42
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$97,475	\$44.48
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$86,645	\$39.54
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$75,814	\$34.59
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$64,984	\$29.65
<b>Communications Officer</b>			
24+ Years of Service (9%)	119%	\$138,632	\$63.26
18 – 23 Years of Service (6%)		\$135,382	\$61.78
9 – 17 Years of Service (3%)		\$132,133	\$60.29
Base Rate		\$128,884	\$58.81
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	100%	\$118,054	\$53.87
18 – 23 Years of Service (6%)		\$114,804	\$52.39
9 – 17 Years of Service (3%)		\$111,555	\$50.90
Base Rate		\$108,306	\$49.42
<b>Communications Operator, 2<sup>nd</sup> Class</b>	90%	\$97,475	\$44.48
<b>Communications Operator, 3<sup>rd</sup> Class</b>	80%	\$86,645	\$39.54
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$75,814	\$34.59
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$64,984	\$29.65



**Appendix "A" – Salary Grid  
Effective July 1, 2023 (0.75%)**

DESCRIPTION	PERCENTAGE OF 1st CLASS	YEARLY SALARY	HOURLY RATE
<b>Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer</b>			
24+ Years of Service (9%)	133%	\$154,948	\$70.70
18 – 23 Years of Service (6%)		\$151,674	\$69.21
9 – 17 Years of Service (3%)		\$148,401	\$67.72
Base Rate		\$145,127	\$66.22
<b>Fire Prevention Officer (Plans Examination)</b>			
24+ Years of Service (9%)	121%	\$141,854	\$64.73
18 – 23 Years of Service (6%)		\$138,580	\$63.24
9 – 17 Years of Service (3%)		\$135,307	\$61.74
Base Rate		\$132,033	\$60.25
<b>Captain, Fire Prevention Officer, Public Fire &amp; Life Safety Officer, Training Officer</b>			
24+ Years of Service (9%)	119%	\$139,671	\$63.73
18 – 23 Years of Service (6%)		\$136,397	\$62.24
9 – 17 Years of Service (3%)		\$133,124	\$60.75
Base Rate		\$129,850	\$59.25
<b>Fire Fighter, 1<sup>st</sup> Class, Fire Inspector</b>			
24+ Years of Service (9%)	100%	\$118,939	\$54.27
18 – 23 Years of Service (6%)		\$115,665	\$52.78
9 – 17 Years of Service (3%)		\$112,392	\$51.29
Base Rate		\$109,118	\$49.79
<b>Fire Fighter, 2<sup>nd</sup> Class</b>	90%	\$98,206	\$44.81
<b>Fire Fighter, 3<sup>rd</sup> Class</b>	80%	\$87,294	\$39.83
<b>Fire Fighter, 4<sup>th</sup> Class</b>	70%	\$76,383	\$34.85
<b>Firefighter, 5<sup>th</sup> Class</b>	60%	\$65,471	\$29.87
<b>Communications Officer</b>			
24+ Years of Service (9%)	119%	\$139,671	\$63.73
18 – 23 Years of Service (6%)		\$136,397	\$62.24
9 – 17 Years of Service (3%)		\$133,124	\$60.75
Base Rate		\$129,850	\$59.25
<b>Communications Operator, 1<sup>st</sup> Class</b>			
24+ Years of Service (9%)	100%	\$118,939	\$54.27
18 – 23 Years of Service (6%)		\$115,665	\$52.78
9 – 17 Years of Service (3%)		\$112,392	\$51.29
Base Rate		\$109,118	\$49.79
<b>Communications Operator, 2<sup>nd</sup> Class</b>	90%	\$98,206	\$44.81
<b>Communications Operator, 3<sup>rd</sup> Class</b>	80%	\$87,294	\$39.83
<b>Communications Operator, 4<sup>th</sup> Class</b>	70%	\$76,383	\$34.85
<b>Communications Operator, 5<sup>th</sup> Class</b>	60%	\$65,471	\$29.87

## Appendix "B" – 24 Hour Shift Schedule Rotation Chart

Platoon	Colour on Schedule
A	Green
B	Blue
C	Red
D	White

Days of Week	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Week 1	A	B	C	A	D	C	D
Week 2	B	C	D	B	A	D	A
Week 3	C	D	A	C	B	A	B
Week 4	D	A	B	D	C	B	C

Week 4 is then followed by Week 1 and continues to rotate as above.



**LETTER OF UNDERSTANDING #1 2019-2023**

between

**THE CORPORATION OF THE CITY OF BARRIE**  
(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and

**THE BARRIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
(hereinafter referred to as "the Association")

OF THE SECOND PART

The parties agree to the following with respect to members who are engaged in Military service with the Canadian Armed Forces on a without prejudice or precedent basis:



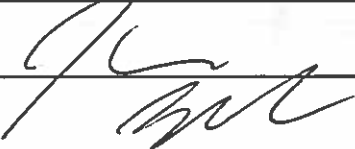

1. Members may be permitted to re-schedule up to 8 shifts per year to accommodate Military service or training.
2. Any re-scheduled shifts shall be mutually agreed to between the employer and the employee.
3. Any re-scheduled shift(s) must be agreed to and worked in advance of the requested re-scheduled shift(s).
4. Employees shall produce proof of military service as requested by the Corporation.

This LOU replaces the LOU signed on May 30, 2018.


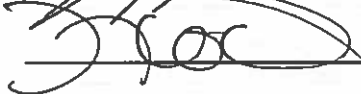
The parties agree that this letter of understanding extends until the expiry of the 2019-2023 Collective Agreement.

**ALL OF WHICH IS AGREED this 7<sup>th</sup> day of March, 2019.**

**FOR THE ASSOCIATION:**

  
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\_\_\_\_\_

**FOR THE CORPORATION:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2 2019-2023**

between

**THE CORPORATION OF THE CITY OF BARRIE**  
(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and

**THE BARRIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
(hereinafter referred to as "the Association")

OF THE SECOND PART

The parties agree to the following with respect to the application of Article 20:05 Loss of License:

1. To temporarily amend the current language in Article 20:05 and replace it with the following:

20:05 Loss of Licence



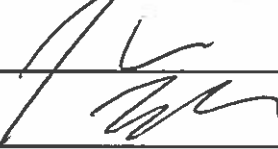

"Provided that the employee can satisfactorily perform all other job duties besides driving, an employee whose driver's licence has been temporarily suspended may be permitted to continue working and may be offered alternate duties until the employee's licence is reinstated, provided there is no cost to the Corporation. Such arrangements shall be at the discretion of the Fire Chief after consultation with the Association."

This LOU replaces the LOU signed on October 19, 2018.

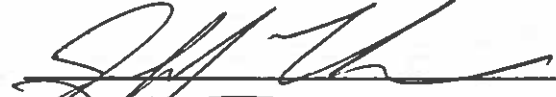
The parties agree that this letter of understanding extends until the expiry of the 2019-2023 Collective Agreement.

**ALL OF WHICH IS AGREED this 7<sup>th</sup> day of March 2019.**

**FOR THE ASSOCIATION:**

  
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**FOR THE CORPORATION:**

  
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**LETTER OF INTENT #1 2019-2023**

between

**THE CORPORATION OF THE CITY OF BARRIE**  
(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and





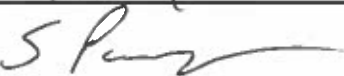
**THE BARRIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
(hereinafter referred to as "the Association")

OF THE SECOND PART

The parties agree to meet to establish the Shift Training Instructor selection process.

**ALL OF WHICH IS AGREED this 7<sup>th</sup> day of March 2019.**

**FOR THE ASSOCIATION:**

  
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\_\_\_\_\_

**FOR THE CORPORATION:**

  
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**LETTER OF INTENT #2 2019-2023**

between

**THE CORPORATION OF THE CITY OF BARRIE**  
(hereinafter referred to as "the Corporation")

OF THE FIRST PART

and





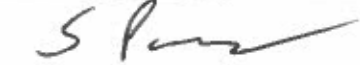
**THE BARRIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
(hereinafter referred to as "the Association")

OF THE SECOND PART

The parties agree to investigate and consider options to provide insurance coverage for Line of Duty Deaths.

**ALL OF WHICH IS AGREED this 7th day of March 2019.**

**FOR THE ASSOCIATION:**

  
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**FOR THE CORPORATION:**

  
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