

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES



AND

**THE FORT FRANCES PROFESSIONAL FIREFIGHTERS ASSOCIATION
Local 1012**



TERM: JANUARY 1, 2024 – DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	3
ARTICLE 2 – DISCRIMINATION AND COERCION	3
ARTICLE 3 – HOURS OF WORK.....	4
ARTICLE 4 – VACATIONS.....	4
ARTICLE 5 – STATUTORY HOLIDAYS	5
ARTICLE 6 – SALARIES.....	5
ARTICLE 7 – SICK LEAVE	7
ARTICLE 8 – MEDICAL, HOSPITAL AND LIFE INSURANCE BENEFITS.....	8
ARTICLE 9 – LEAVE OF ABSENCE	9
ARTICLE 10 – BEREAVEMENT LEAVE OF ABSENCE	9
ARTICLE 11 – PENSIONS	10
ARTICLE 12 – UNIFORMS AND EQUIPMENT	10
ARTICLE 13 – GRIEVANCE PROCEDURE	10
ARTICLE 14 – ARBITRATION	12
ARTICLE 15 – SENIORITY	12
ARTICLE 16 – PRIVILEGES.....	12
ARTICLE 17 – RECALLS.....	12
ARTICLE 18 – RECOGNITION PAY.....	13
ARTICLE 19 – PROTECTION	13
ARTICLE 20 – DURATION.....	13
ARTICLE 21 – TECHNOLOGICAL CHANGE	14
ARTICLE 22 – TRAINING	14
ARTICLE 23 – CONTRACTING OUT.....	15
ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM.....	15
ARTICLE 25 – JURY DUTY.....	15
ARTICLE 26 – TESTING / EXAMINATION / MEDICAL EXAMINATIONS.....	15
ARTICLE #27 – EMPLOYEE HEALTH (NEW).....	15
ARTICLE #28 – MANAGEMENT RIGHTS (NEW)	16
<i>SCHEDULE “A” - LETTER OF UNDERSTANDING.....</i>	<i>17</i>
<i>SCHEDULE “B” - LETTER OF UNDERSTANDING.....</i>	<i>18</i>
<i>SCHEDULE “C” - LETTER OF UNDERSTANDING.....</i>	<i>20</i>

MEMORANDUM OF AGREEMENT made this 14 day of November 2024

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

Hereinafter called the "EMPLOYER "

Of the First Part, -and -

THE FORT FRANCES FIRE FIGHTERS ASSOCIATION

Hereinafter called the "ASSOCIATION"

Of the Second Part

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of more effectually defining duties, privileges, working conditions and remuneration, and to establish the best possible working conditions so as to develop and maintain a spirit of cooperation between the Employer and the Association and to promote and establish an efficient Fire Department.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - RECOGNITION

- a) The Employer recognizes the Association as the exclusive bargaining agent for all permanent employees of the Fort Frances Fire Department with the exception of the Chief and this Agreement shall be applicable to all such employees.

- b) All employees of the Fort Frances Fire Department who are now members of the said Fort Frances Fire Fighters Association shall remain members of the said local Association in good standing as a condition of continued employment. All new employees of the said Fire Department shall become members of the Fort Frances Fire Fighters Association upon immediate employment and shall continue their membership in good standing in the said local Association as a condition of continued employment.

Termination of any fire fighter shall be in accordance with Part IX section 44 of the FPPA. RSO. 1997 and provisions of the Employment Standards Act.

- c) The employer agrees to deduct Association Contributions from each employee's salary each month and send the amount so deducted to the Secretary of the Association.

ARTICLE 2 - DISCRIMINATION AND COERCION

- a) There shall be no discrimination against any employee because of the employee's membership in the Association or by virtue of their holding office in the Association.

- b) Provisions of this Agreement shall be applied to all employees without discrimination.

ARTICLE 3 - HOURS OF WORK

- a) The hours of work shall be forty-two (42) hours per week based on a twelve (12) hour shift or in a form agreed upon in writing by the Fire Chief and Association.
- b) The shifts on duty shall be scheduled to commence at 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. A working day shall be from 7:00 a.m. to 7:00 a.m. the next day or in a form agreed upon in writing by the Fire Chief and the Association.
- c) Any continuous time worked directly after the completion of a twelve (12) hour working shift shall be worked at the rate of time and one half (1½) with a minimum of one (1) hour pay.
- d) Association members will take a minimum of fifty (50) percent of all overtime as lieu time at time and one half (1.5) to a maximum of 84 hours. The remainder will be taken as pay at time and one half (1.5). Time off taken will not create additional overtime. At least one half of the Accumulated Lieu Time as at December 31st shall be booked prior to January 31 of the following year.
- e) The shifts on duty shall alternate in a form agreed upon by the Fire Chief and Association.

ARTICLE 4 – VACATIONS

- a)
 - (i) Less than one (1) years' employment - 1/6 of a week per month to a maximum of two (2) weeks;
 - (ii) One (1) or more years of service, but less than three (3) years - two (2) weeks;
 - (iii) Three (3) or more years of service, but less than nine (9) years - three (3) weeks;
 - (iv) Nine (9) or more years of service, but less than seventeen (17) years - four (4) weeks;
 - (v) Seventeen (17) or more years of service, but less than twenty-five years (25) - five (5) weeks;
 - (vi) After twenty-five (25) years of service - six (6) weeks, and one (1) additional floating holiday.
 - (vii) After twenty-eight (28) years of service – seven (7) weeks.
- b) All vacations shall be on a calendar year basis.
- c) One week vacation is defined as forty-two (42) hours.
- d) Vacation periods shall be taken on a system agreed upon by the Fire Chief and the Association.
- e) No vacation time shall be lost by any employee as a result of an accident or occupational illness incurred as a result from the performance of duty.
- f) Employees shall take all cumulated vacation time prior to their normal retirement date.
- g) When an employee is absent from work on any leave of absence without pay (excluding Pregnancy / Parental leave as defined in the Employment Standards Act) in excess of 30 calendar days (120 calendar days for employees collecting short term disability benefits), the

employee's vacation and vacation pay will be pro-rated in accordance with the amount of time worked.

- h) An employee who is entitled to receive an additional week of paid vacation as per Article 4 (a) shall be entitled to said week at the beginning of the calendar year in which the employee would receive it.

ARTICLE 5 – STATUTORY HOLIDAYS

- a) Members shall be granted thirteen (13) shifts pay (156 hours), at straight time for statutory holidays. In no event shall the member be granted or be allowed a time-off option in lieu of thirteen (13) shifts pay. This amount shall be paid on the first payday in December.

The aforementioned statutory holidays shall comprise:

- | | |
|---------------------|----------------------------------|
| 1. New Year's Day | 7. Christmas Day |
| 2. Good Friday | 8. Boxing Day |
| 3. Victoria Day | 9. Civic Holiday |
| 4. Canada Day | 10. Remembrance Day |
| 5. Labour Day | 11. Family Day |
| 6. Thanksgiving Day | 12. Truth and Reconciliation Day |
| | 13. Easter Monday |

As well as any holiday proclaimed by the Federal or Provincial government as a Federal or Provincial Holiday.

- b) A member shall also be entitled to two (2) floating holidays (two (2) twelve (12) hour shifts) when mutually arranged and agreed upon by the Fire Chief and employee.

ARTICLE 6 – SALARIES

Classification:

		5%	3%	2%	2%
Classification	Percentage of 1st Class	01-Jan-24	01-Jan-25	01-Jan-26	01-Jan-27
Captain	114%	\$112,383	111% (1%) \$116,806	112% (1%) \$120,216	114% (2%) \$124,809
1st Class	100%	\$102,166	\$105,231	\$107,336	\$109,482
2nd Class	90%	\$91,949	\$94,708	\$96,602	\$98,534
3rd Class	80%	\$81,733	\$84,185	\$85,869	\$87,586
4th Class	70%	\$71,516	\$73,662	\$75,135	\$76,638
5th Class	60%	\$61,300	\$63,139	\$64,401	\$65,689

CAPTAIN DIFFERENTIAL

Effective January 1, 2025 – increase Captain differential to 111%

Effective January 1, 2026 – increase Captain differential to 112%

Effective January 1, 2027 – increase Captain differential to 114%

- a) Should an employee be temporarily required to execute the duties of a rank higher than their regular position, they should be paid according to the rate of pay for such rank for the period so employed.
- b) Effective January 1, 2013, any new employee will work at the classification of their rank, and progress through the rank structure as identified in 6d), subject to appropriate service and testing as identified by the Fire Chief.
- c) Subject to the prior clause, fire fighters achieving First Class status will be eligible to write for a Captains position after one year of service at the rank of First Class. This will make them eligible to fill a vacancy when one becomes available.
- d) After service satisfactory to the Council of the Town of Fort Frances and the Chief of the Fire Department for twelve (12) calendar months, a Probationary Fire Fighter shall be entitled to the rank and pay of a Fourth Class Fire Fighter. After a further twelve (12) months of satisfactory service as aforesaid, they shall be entitled to the rank and pay of a Third Class Fire Fighter. After a further twelve (12) months of satisfactory service as aforesaid, they shall be entitled to the rank and pay of a Second Class Fire Fighter. After a further twelve (12) months of satisfactory service as aforesaid, they shall be entitled to the rank and pay of a First Class Fire Fighter.
- e) Subject to the prior clause, fire fighters achieving First Class status will be eligible to write for a Captain position after one year of service at the rank of First Class. Seventy Percent on all components will be considered a qualification mark (or as required by the province). Upon successful qualification, the Fire Fighter will be eligible to fill a vacant Captain position and will be placed on a promotional list and Captain vacancies will be filled from that list on the basis of seniority. There shall be a trial period of six (6) months to determine the suitability of a First Class Fire Fighter for the position of Captain. During said trial period, the incumbent Captain may elect to voluntarily vacate the position of Captain and thus be demoted to the position of First Class Fire Fighter without damage or loss; and during said probationary period, the incumbent Captain may be demoted to the position of First Class Fire Fighter by the employer without recourse to the grievance procedure if he/she has not demonstrated the ability to meet the performance standard for the position of Captain.
- f) All employees' payroll cheques shall be directly deposited into their bank accounts.

ARTICLE 7 – SICK LEAVE

- a) Cumulative sick leave benefit for permanent employees shall accumulate at the rate twelve (12) hours per month of work to an absolute limit of ten (10) shifts (120 hours). Sick time shall accumulate only while an employee is actually at work.

Permanent employees shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of ten (10) shifts (120 hours). Balances on record are not vested and have no buy out value at termination of employment.

Sick leave days may be used to offset the waiting period(s) under the Weekly Indemnity Plan.

- b) Weekly Indemnity Insurance/Long Term Disability Insurance coverage:

The Corporation will pay the premium costs plus applicable taxes for Weekly Indemnity Insurance and for Long Term Disability Insurance for all regular full-time employees. A description of some of the terms and conditions of such insured plans are set out below for informational purposes only:

1. Weekly Indemnity Insurance Coverage of: 1st day hospital; 1st day accident; 9th day of sickness; 75% weekly earnings; maximum of \$1600.00 weekly as of January 1, 2025; 17-week duration of 120 days; and
2. Long Term Disability Insurance Coverage of: starts 121st day; 75% of earnings; maximum \$5200 monthly as of January 1, 2025; 2 year own occupation; primary C.P.P. carve out only, payable to age 60 or earlier recovery

The Corporation also reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Association prior to the change.

Only for purposes of receiving weekly indemnity insurance benefits and long-term disability insurance benefits pursuant to Article 7(b), the pay for Fire Fighters will be deemed to have been calculated and paid biweekly on a 42 hour work week (2184/annum) on a seven day a week basis or 6 hours per day.

- c) Employees off duty temporarily due to an accident or occupational disease compensable under the Workplace Safety and Insurance Act shall be paid 15% top up for five (5) weeks, paid by the Corporation and thereafter top up shall be paid from the employee's sick leave, lieu time or training credit time banks, such that their net take home pay will be neither more nor less than the employees' preinjury pay.

ARTICLE 8 – MEDICAL, HOSPITAL AND LIFE INSURANCE BENEFITS

The Corporation agrees to pay:

a) Life Insurance and Accidental Death & Dismemberment Coverage

One hundred percent (100%) of the cost of premiums for Life Insurance and AD&D coverage that will include the following coverage: Employee two times (2X) annual salary; spouse twenty-five thousand dollars (\$25,000); each dependent ten thousand dollars (\$10,000); AD&D coverage is equal to the Employee Basic Life Coverage.

b) Dental

One hundred percent (100%) of the cost of premiums for dental plan equivalency of Blue Cross No. 9 with rider three (3); riders two (2) and four (4) - one thousand five hundred dollars (\$1500) maximum per year; current fee guide; 9 month recall.

c) Extended Health Care

One hundred percent (100%) of the premium cost for an Extended Health program that will include the following coverage:

- i) Covered Services & Supplies at 100% reimbursement (annual deductible Single \$10 / Family \$20). The Corporation agrees to pay 100% of the monthly cost of coverage for Professional Services to an annual maximum of \$650.00 per each of the following services: Chiropractor, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist. Psychologist and Psychotherapist Professional Services to an annual maximum of \$1000.
- ii) Prescription Drugs (\$5.00 / prescription deductible) at 100% reimbursement; mandatory generic substitution; fertility drugs and oral contraceptives are not covered.
- iii) Vision Care (nil deductible) at 100% reimbursement, maximum of \$300 every 24 months (\$150 every 12 months for dependents under 18 years); one eye exam every 24 months.
- iv) Semi-Private Hospital room coverage (nil deductible) at 100% reimbursement.
- v) Deluxe Travel at 100% reimbursement of eligible charges.
- vi) Hearing aids to a maximum of \$1000 over a four-year period. Each year shall commence on January 1.

- d) The employer agrees to contribute one hundred percent (100%) of the cost of members' welfare benefits in article 8 for retired members except for life, AD&D and deluxe travel as provided in this article, up to a maximum age of 65 or until provided by a government plan, which ever occurs sooner, provided that the member is eligible for pension benefits under OMERS requirements and is within 10 years of the normal retirement date.

- e) The Corporation will provide a single master policy as it relates to the Fire Department upon written request from the Association
- f) The Corporation will continue to pay all such premiums in Articles 7 & 8, subject to the terms and conditions of such plans.
- g) Extended coverage for dental benefits (8.b) and for extended health care benefits (8.c) shall continue for up to twenty-four (24) months if an employee ceases to be actively at work due to injury or illness.
- h) Extended coverage for Life Insurance and AD&D will continue as it relates to the rules and regulations set out by the benefit provider, if an employee ceases to be actively at work due to injury or illness.

ARTICLE 9 – LEAVE OF ABSENCE

- a) Reasonable leave of absence without pay may be granted to any employee for a period not exceeding thirty days (30) except in cases of exceptional circumstance as approved by the Corporation's Chief Administrative Officer (CAO).

Employees taking a leave of absence for employment outside the bargaining unit (other than for Association business) will forfeit their standing on the seniority list unless agreement has been made between the employee, the Fire Chief, and the Association.

- b) The employer will grant the Association 12-12 hour shifts with pay per calendar year to tend to Association matters subject to the following conditions:
 - (i) The Association will notify the Employer in writing of the day(s) or shift(s) of such leave and the employee, for whom same is requested, at least one (1) calendar week prior to the day(s) or shift(s) of leave of absence requested; and
 - (ii) No more than one (1) employee shall be absent on such leave for the same day(s) or shift(s).

ARTICLE 10 - BEREAVEMENT LEAVE OF ABSENCE

Each employee shall be granted four (4) consecutive twelve (12) hour shifts off work at their regular rate of pay in the event of the death of a family member. Family is defined as a spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandparents of spouse, sister-in-law, brother-in-law, or grandchild. One (1) of these days must be the day of the funeral.

One (1) day off with pay shall be granted to an employee who is an active or honorary pallbearer and where leave is not already granted above.

ARTICLE 11 - PENSIONS

- a) Each employee shall be entitled to benefits and privileges of any pension which has been or may hereafter be adopted by Agreement between the Employer and the Association.

ARTICLE 12 - UNIFORMS AND EQUIPMENT

- a) All Fire Department personnel shall be supplied with uniforms and equipment in the following manner:
 - (i) One pair of blue serge (uniform) trousers to be replaced as determined to be required by the Fire Chief;
 - (ii) One uniform tunic to be replaced as determined to be required by the Fire Chief;
 - (iii) Full time Fire Fighters who are required to wear safety footwear on the job shall receive five hundred dollars (\$500) every 2 calendar years for safety footwear providing paid invoices are presented for payment to the Town.
 - (iv) One parka, of good quality, to be replaced as determined to be required by the Fire Chief;
 - (v) Two pair of fatigue trousers and two shirts annually; to be replaced as determined to be required by the Fire Chief;
 - (vi) One uniform cap to be replaced as determined to be required by the Fire Chief;
 - (vii) One uniform tie to be replaced as determined to be required by the Fire Chief;
- b) Bunker Gear as provided in accordance with the Ontario Health and Safety Act and in consultation between the Association and Fire Chief.
- c) All articles of clothing and equipment supplied to Fire Department personnel shall have the Union label attached, whenever possible.

ARTICLE 13 - GRIEVANCE PROCEDURE

- a) Settling of Grievances

Should a dispute arise between the Corporation and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter

is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

STEP I Within five (5) working days of an alleged grievance, the employee shall first seek to settle their grievance through the Association President or designate, with the Fire Chief or designate.

STEP II Failing satisfactory settlement within seven (7) working days after the dispute was submitted under Step I, the Grievance Committee of the Association, if it considers the grievance to be justified, shall seek to settle the dispute with the Human Resources Manager or Designate who shall, within five (5) days, give their decision in writing to the Grievance Committee.

STEP III Within seven (7) days after failing to reach satisfactory agreement under Step II, the Grievance Committee Association may advance the grievance to the Corporation's Chief Administrative Officer (CAO) by providing the Human Resources Manager written notice of its intention to do so.

The Human Resources Manager shall coordinate a meeting that is mutually agreeable to the Corporation and the Union, where both parties would be provided an opportunity to present their argument to the CAO.

The CAO shall provide a written response to the Union within twenty (20) working days of hearing a grievance at step 3.

STEP IV If the Grievance Committee is not satisfied with the decision of the CAO and so notifies the CAO, the Grievance Committee may, within thirty (30) days of the last step of the Grievance Procedure, submit the matter to Arbitration

b) Replies in Writing

Replies to grievances shall be in writing at all stages.

c) Grievances Settled Satisfactorily

Grievances settled satisfactorily shall date from the time the grievance was filed.

d) Time Limits

Time limits specified in above steps shall be deemed to be exclusive of Saturdays, Sundays and those holidays described in Article 5.

e) Decision between Council and Grievance Committee

All decisions arrived at by agreement between the Council and the Grievance Committee with respect to any grievance shall be final and binding on the Council and on the Association.

f) Meetings between Grievance Committee and Employer

Once a grievance has been filed by the Grievance Committee under Step II, there shall be no direct communications between individual members of the Grievance Committee or any employee with Mayor or Council. Meetings between the Grievance Committee and Officials shall take place only at mutually appointed times and places. This does not prohibit joint meetings between both parties in an attempt to solve the issue prior to the matter being heard at arbitration.

ARTICLE 14 - ARBITRATION

- a) When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other party of the Agreement.

Within fifteen (15) calendar days after referral to Arbitration the parties will attempt to select a sole Arbitrator to hear the matter and for that purpose will exchange nominations.

Failing agreement between the parties on a sole Arbitrator as per above, either party may refer the matter to a three-person Board of Arbitration and notify the other party of the name and address of its appointee. The two appointees shall select an impartial Chairman by mutual agreement, and should the two appointees fail to agree upon a Chairman within five (5) days, the Minister of Labour upon the request of either party shall make an appointment.

- b) Expenses of the Board

Each party shall pay: 1) The fees and expenses of the Arbitrator it appoints.
2) One-half (½) the fees and expenses of the Chairman.

ARTICLE 15 – SENIORITY

In the event of a reduction in the staff, the employee with the least years of service shall be laid off first. If a vacancy occurs within six (6) months of the layoff, said employee shall be recalled, provided the employee has the required qualifications.

This clause will not include Fire Fighters in Article 1 of this agreement if they are still in their probationary period as defined by Part IX Section 44 of the FPPA.

ARTICLE 16 - PRIVILEGES

Any privileges enjoyed by the members of this Association shall remain in effect during the term of this Agreement.

ARTICLE 17 - RECALLS

- a) Employees recalled to duty after completion of shift in respect to any of the following:

- a) Any of the emergency provisions as provided in Part 1X Fire Fighters Employment and Labour Relations, Section 43(7) of The Fire Prevention and Protection Act R.S.O. 1997, or as provided by future amendments, shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay for each hour or portion thereof with a minimum of two (2) hours for each such recall.
- b) Employees recalled to duty for any cause or reasons other than the foregoing shall be paid at the rate of one and one half (1½) times the regular hourly rate of pay for each hour or portion thereof with a minimum of two (2) hours for each such recall.

ARTICLE 18 - RECOGNITION PAY

The Corporation will provide for all fire fighters recognition pay of 3%, 6%, 9% after 8, 17 and 23 years of service respectively.

Recognition pay will form part of the member's annual salary for purposes of determining the hourly rate, will be included as pensionable earnings and will be used to determine all entitlements calculated on the bases of a member's hourly rate or annual salary.

ARTICLE 19 – PROTECTION

- a) The Employer agrees to indemnify the full-time Fire Fighters and save them harmless from all suits for damages, costs, 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 always negligence by the said full-time Fire Fighter.
- b) The Employer agrees to compensate Employees for loss of, damage to, or destruction of eyeglasses, dentures, cellular phones, or watches (equivalent value of destroyed item up to a maximum of \$500 if supported by a valid receipt). In addition, agrees to repair, replace, or dry-clean personal clothing damaged or stained beyond normal usage. All loss, damage, destruction must be a result of regular performance of duties.

ARTICLE 20 - DURATION

This Agreement shall be effective as from January 1, 2024, and shall continue in full force and effect until December 31, 2027 and it shall be deemed to continue in force and effect from year to year, and shall be reopened for discussion of amendment only on notice to the proper official of the other party within ninety (90) days of the expiration date. The employer and the bargaining unit shall meet within fifteen (15) days after the notice is given, or within such longer periods as they may agree upon.

If the parties are unable to negotiate a final agreement all unresolved issues shall be referred to a board of arbitration as per Part IX of the Fire Prevention and Protection Act, R.S.O. 1997, collective Bargaining, Section 50.

ARTICLE 21 - TECHNOLOGICAL CHANGE

- a) At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with the full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change, the location or locations involved.
- b) Within fifteen (15) days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.
- c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any employee.
- d) If agreement has not been reached within fifteen (15) days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by Part IX of the Fire Prevention and Protection Act, R.S.O. 1997, Collective Bargaining, Section 50.
- e) No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached an agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

ARTICLE 22 – TRAINING

- a) All training outside of regularly scheduled working hours will be paid at the rate of time and one half (1½). Members will take fifty percent (50%) as lieu time and fifty percent (50%) in accordance with Article 3(d).
- b) Any full day training sessions that a fire fighter attends shall be compensated on a day-for-day basis in the form of a daily training credit of one (1) full day. The associated time off may be covered by duty personnel or part-time personnel. This clause shall not apply if said training is directly related to the development of part-time personnel; in which case the off-duty personnel would be entitled to overtime pay, subject to Article 3.

ARTICLE 23 - CONTRACTING OUT

Work customarily performed by Fire Fighters covered by this agreement shall not be performed by another employee of the Corporation (except in cases of emergency or training) or by a person who is not an employee of the Corporation except as may be agreed upon by the parties. This clause shall take effect upon ratification.

ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM

The Parties believe that the health and wellbeing of all employees is vital to the success of the organization and also recognizes that a duty to accommodate and an obligation to cooperate exists on both the part of the Employer, the Employee, and the Association. This cooperation may exist in the form of self-referrals, assisted referrals and job performance referrals. Therefore, the Corporation will work closely with the Association and any employee in providing an Employee Assistance Program (EAP).

ARTICLE 25 – JURY DUTY

A member who is selected for service as a juror will be compensated for loss of pay from his/her regularly scheduled shift due to such jury service. Such compensation will be based on his/her regular scheduled hours at his/her regular rate, less the fee received for services as a juror. However, should the Employee present him/herself for selection as a juror and not be selected then he/she is required to return to the Employer's premises to complete his/her remaining normally scheduled workday.

In order to receive compensation, the employee will present proof of service and the amount of pay received.

ARTICLE 26 – TESTING / EXAMINATION / MEDICAL EXAMINATIONS

The employer shall cover 100% of the costs associated with all testing / exams / medicals that are required by the employer for the employee to fulfill all of his/her duties. Including but not limited to the following:

- DZ license requirement
- Any physical examination
- Medical forms

ARTICLE 27 – EMPLOYEE HEALTH

In the interest of employee health and wellbeing, the Employer shall provide Association Members with an annual gym membership at the Memorial Sports Centre, with no cost to the employee.

ARTICLE 28 – MANAGEMENT RIGHTS


Local 1012 recognizes and acknowledges that subject to the provisions of this Collective Agreement and to the provisions of the Fire Protection and Prevention Act (1997) and the regulations thereto; it is the exclusive function of the Corporation to:

- (a) Maintain order, discipline and efficiency
- (b) Hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any Firefighter provided that a claim of discriminatory promotion, demotion or transfer or a claim that a member who has successfully completed their probationary period has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as in this agreement provided.
- (c) Generally, to supervise and administer the affairs of the Fort Frances Fire Department.
- (d) It is understood and agreed that the authorities and functions conferred upon the Corporation hereunder shall not be exercised in a manner inconsistent or unreasonable with the terms and provisions of the Fire Protection and Prevention Act and/or the terms and provisions of the working agreement.

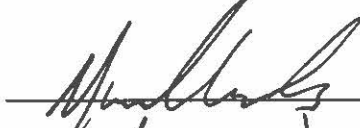

IN WITNESS WHEREOF the employer has hereunto caused the Corporate Seal to be affixed under the hands of its duly authorized officers, and the Association has caused this instrument to be executed by their proper officers hereunto duly authorized the day and year first above written.

DATED this 14 day of November 2024.

SIGNED FOR THE FORT FRANCES
PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Wayne Rocher, President L1012


SIGNED FOR THE CORPORATION
OF THE TOWN OF FORT FRANCES

SCHEDULE "B" – LETTER OF UNDERSTANDING

BETWEEN:
THE CORPORATION OF THE TOWN OF FORT FRANCES
(Hereinafter referred to as the Employer)
AND
FORT FRANCES PROFESSIONAL FIRE FIGHTERS ASSOCIATION
(Hereinafter referred to as the Association)

STAFFING LEVEL

1. The intent of this Letter of Understanding is to enhance the organizational efficiency of the Department by improving its overall training function in a cost-effective manner that reduces the amount of overtime incurred by members of the Association.
2. The current staffing level of six (6) full-time Fire Fighters has been in effect since April 1, 2017. Despite this established precedent, the Employer has decided to increase the staffing level to seven (7) full-time Fire Fighters, effective December 15, 2024, and eight (8) full-time Fire Fighters effective May 15, 2025. The decision to move to a minimum staffing model of eight (8) full-time Fire Fighters is without precedent or prejudice to the Town's position in the future to reduce the minimum staffing level back to its established precedent of six (6) full-time Fire Fighters.
3. A two-platoon system, consisting of 8 full-time firefighters (4 on each platoon) working a 4-on / 4-off schedule will be utilized to provide 24-hour fire hall shift coverage.
4. If a Fire Fighter scheduled for night shift is absent due to illness, injury, bereavement, union business, lieu time, training credit time, and/or training coverage, one (1) day shift Fire Fighter may be placed off-duty to provide backfill coverage.
 - a) Said Fire Fighter would be directed to return to duty on the current block of night shifts at straight time, subject to the Fire Fighter's availability.
 - b) If the outcome of 4 [a] is not possible, the next available Fire Fighter's scheduled for the following block of day shifts would be rescheduled to work the current block of night shifts at straight time, subject to that Fire Fighter's availability.
 - c) Said Fire Fighter would only be paid overtime for hours worked in excess of the regular workweek, as per Article 3 [a], and notwithstanding the overtime provisions of Article 3 [c].

DATED this 14 day of November 2024.

SIGNED FOR THE FORT FRANCES
PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Wayne Rubin, President, L1012
[Signature]

SIGNED FOR THE CORPORATION
OF THE TOWN OF FORT FRANCES

[Signature]
[Signature]

SCHEDULE "C" – LETTER OF UNDERSTANDING

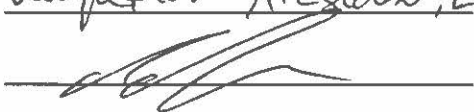
BETWEEN:
THE CORPORATION OF THE TOWN OF FORT FRANCES
(Hereinafter referred to as the Employer)
AND
FORT FRANCES PROFESSIONAL FIRE FIGHTERS ASSOCIATION
(Hereinafter referred to as the Association)

STATUTORY HOLIDAYS

1. The intent of this Letter of Understanding is to provide clear direction regarding the payment of Statutory Holidays which are identified in Article 5 of the Collective Bargaining Agreement between the Employer and the Association.
2. Members who are collecting short-term disability benefits will receive statutory holiday pay as identified in Article 5 of the Collective Bargaining Agreement.
3. Employees who are collecting long-term disability benefits will not receive statutory holiday pay for those statutory holidays that fall within the benefit period.

DATED this 14 day of November 2024.

SIGNED FOR THE FORT FRANCES
PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Wayne Palmer, President, L1012


SIGNED FOR THE CORPORATION
OF THE TOWN OF FORT FRANCES

