

Memorandum of Settlement

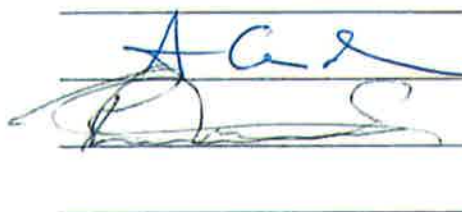
1. This Memorandum of Settlement constitutes full settlement of all matters related to the negotiations for the renewal of a current Collective Agreement from January 1, 2020 to December 31, 2022.
2. The undersigned representatives of the parties agree to recommend complete acceptance of all of the terms of settlement to their respective parties. It is recognized that the agreement is subject to ratification by both parties' principals.
3. The parties agree that the Collective Agreement shall incorporate all the terms of the previous Collective Agreement and all amendments included in this document.
4. Retroactive pay will be paid within 30 days from the date of ratification.
5. The renewal collective agreement shall be effective upon date of ratification by the Association except as noted otherwise specified.
6. The parties agree that all other proposals not addressed in this document are deemed withdrawn.

Signed in STURGEON FALLS, this 26 day of January 2022.

FOR THE ASSOCIATION



FOR THE EMPLOYER



Agreed to changes:

ARTICLE 13 HOURS OF WORK AND OVERTIME

Additions to 13.01

The schedule is to be 12 hours with the two accrued days returned together (Wednesday/Thursday).

The hours of the Fire Prevention, Training, & Public Educator Officers shall be Monday to Friday 08:00 hrs to 1600 hrs.

ARTICLE 15 BEREAVEMENT LEAVE

In the event of the demise of a spouse, son or daughter, step child, parent, step-parent, brother, or sister, employees shall be permitted a leave of absence with pay for a maximum of five (5) regular scheduled consecutive working days which shall be taken immediately prior to, during or following the day of the funeral.

In the event of the demise of a parent, step-parent, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and other relative living with he/she, employees shall be permitted a leave of absence with pay for a maximum of three (3) regular scheduled consecutive working days which shall be taken immediately prior to, during or following the day of the funeral.

ARTICLE 18 STATUTORY AND DECLARED HOLIDAYS

The following are recognized as statutory and declared holidays:

New Year's Day	January 2nd	Family Day
Good Friday	Easter Sunday	Victoria Day
Dominion Day	Civic Holiday	Labor Day
<u>National Day of Truth and Reconciliation</u>		Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

In the event that an additional declared holiday is recognized by the Federal or Provincial Government, the day shall be added to "STATUTORY AND DECLARED HOLIDAYS"

ARTICLE 19 VACATION ENTITLEMENTS

19:05 STAND-BY

Stand-by shall be assigned to a Firefighter who has successfully completed the Fire Officer II Certificate, NFPA 1033 Fire Investigator Certificate and the IMS 200 Certificate. The Firefighter or Officer appointed to stand-by shall be granted one day off for every week on stand-by. Failing availability of a qualified Firefighter, the Fire Chief will appoint an employee at his /her discretion. The duty of stand by shall be performed by members covered by this collective agreement or the Fire Chief.

ARTICLE 21 BENEFIT PLANS

21:04 Vision Care - Including laser eye surgery - ~~\$350.00~~ \$475.00 maximum benefit every twenty-four (24) months per family member. The Corporation agrees to improve Vision Care by providing for eye examination coverage once every two years.

21:XX Retiree Health Care Spending

Effective from the date of the signing of this contract, for employees retiring after this date with 20 years of service or an unreduced OMERS pension, the Corporation will provide a Health Care Spending Account (HCSA) for the purpose of reimburse for medical, dental or extended health care expenses which meet Canada Revenue Agency's (CRA) definition of allowable deductible medical or dental expenses for private health services plans. The eligible expenses of the member's eligible spouse at time of the member's retirement may also be claimed under the HCSA benefit (combined maximum of \$1,500.00 as per below). Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP) or such other public or provincial insurance plan as may be applicable. Reimbursement will be provided to the extent that the expenses above exceed the coverage available from OHIP, ODP or other applicable public insurance plan.

The amount of the HCSA will be to a maximum of \$1,500.00 (combined member and spouse if applicable) per year and will commence immediately following the retirees 65th birthday and will end on the day of their 75th birthday. Eligibility for the HCSA does not survive the retiree. The Retiree HCSA will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employees (and spouse when applicable) do not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.

The administration of the HCSA will be administered by the third-party insurance provider and the Association will be provided with all available information regarding the HCSA program. The plan will have no retroactive application to those individuals who have retired prior to the signing of this contract.

ARTICLE 26 DUTIES OF THE FIREFIGHTERS

Removed in its entirety.

ARTICLE 27 CLASSIFICATIONS AND WAGE RATES

27:02 language regarding parity to West Nipissing Police Service to be removed (from all sections/letters)

27:03 Firefighters attending training courses at an OFM sanctioned training centre ~~the Ontario Fire College~~ will be granted compensation as per the current Municipality of West Nipissing travel policy ~~eighty dollars (\$80.00) per week to compensate~~ for expenses involved to attend such courses. In addition, firefighters attending out of town training shall be supplied with a vehicle or shall be paid mileage as per corporate policy.

27:07 REIMBURSEMENT OF MTO REQUIRED DZ LICENSE MEDICALS

Effective January 1, 2020, the Municipality will reimburse each employee that is required by the employer to maintain a DZ license, up to \$150 to cover the cost of one mandatory medical examination to complete the Ministry of Transportation of Ontario (MTO) Medical Report at each age-based frequency as required by the MTO. The employee will be required to provide evidence of payment and to be eligible for reimbursement

Firefighter Classifications and wages

	2019	2020	2021	2022
		2.00%	2.00%	2.00%
Probationary	58,575.11	59,746.61	60,941.54	62,160.37
Fourth Class	68,337.63	69,704.38	71,098.47	72,520.44
Third Class	78,100.15	79,662.15	81,255.39	82,880.50
Second Class	87,862.66	89,619.92	91,412.32	93,240.56
First Class	97,625.18	99,577.69	101,569.24	103,600.62
Fire Training, Prevention & Education				
Year 1	99,577.69	101,569.24	103,600.62	105,672.64
Year 1	101,530.19	103,560.79	105,632.01	107,744.65
Year 3	103,482.69	105,552.35	107,663.39	109,816.66
Year 4	105,435.20	107,543.90	109,694.78	111,888.67
Year 5 +	109,340.20	111,527.01	113,757.55	116,032.70
Assistant Chief & Training, Prevention	119,102.72	121,484.78	123,914.47	126,392.76

Collective Agreement

between

The Corporation of the Municipality of West Nipissing

and

**The West Nipissing Professional Firefighters Association
Local 1531**

For
**January 2020 to
December 2022**



TABLE OF CONTENTS

ARTICLE 1	PURPOSE.....	1
ARTICLE 2	EMPLOYEES COVERED BY THIS AGREEMENT	1
ARTICLE 3	RECOGNITION.....	1
ARTICLE 4	ASSOCIATION LEAVE.....	2
ARTICLE 5	NO DISCRIMINATION.....	2
ARTICLE 6	MANAGEMENT RIGHTS.....	2
ARTICLE 7	MEDICAL CERTIFICATES	2
ARTICLE 8	DISCIPLINE AND DEVOTION TO DUTY	3
ARTICLE 9	STRIKES AND LOCKOUTS	3
ARTICLE 10	CONTRACTING OUT	3
ARTICLE 11	TECHNOLOGICAL CHANGES	3
ARTICLE 12	LEGAL INDEMNIFICATIONS	3
ARTICLE 13	HOURS OF WORK AND OVERTIME.....	4
ARTICLE 14	SENIORITY AND PROMOTIONS	5
ARTICLE 15	BEREAVEMENT LEAVE.....	7
ARTICLE 16	GRIEVANCE PROCEDURES	7
ARTICLE 17	RETIREMENTS AND PENSION PLANS	9
ARTICLE 18	STATUTORY AND DECLARED HOLIDAYS	9
ARTICLE 19	VACATION ENTITLEMENTS	10
ARTICLE 20	SEVERANCE PACKAGE	11
ARTICLE 21	BENEFIT PLANS	11
ARTICLE 22	INSURANCE COVERAGE.....	13
ARTICLE 23	ACCIDENT AND SICKNESS	13
ARTICLE 24	LONG SERVICE PAY.....	14
ARTICLE 25	CLOTHING AND EQUIPMENT	14
ARTICLE 26	DUTIES OF THE FIREFIGHTERS	15
ARTICLE 27	CLASSIFICATION AND WAGE RATES.....	15
ARTICLE 28	DURATION OF AGREEMENT	17
SCHEDULE A	19
LETTER OF UNDERSTANDING.....		20
LETTER OF UNDERSTANDING.....		21
LETTER OF UNDERSTANDING.....		22

THIS AGREEMENT made this 15^h day of February, 2022 BY AND BETWEEN

THE CORPORATION of the MUNICIPALITY of WEST NIPISSING

Hereinafter called "**the Corporation**"

OF THE FIRST PART

AND

THE WEST NIPISSING PROFESSIONAL FIREFIGHTERS

ASSOCIATION

Hereinafter called "**the Association**"

OF THE SECOND PART

WITNESSETH

That the parties hereto in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1 **PURPOSE**

The parties hereto have agreed to enter into this Collective Agreement for the purpose of maintaining harmonious relations between the Corporation and the Association.

ARTICLE 2 **EMPLOYEES COVERED BY THIS AGREEMENT**

The provisions of this collective agreement shall apply to all Firefighters, as defined under Part 9 of the Fire Protection and Prevention Act, 1997, who are employed by the Municipality of West Nipissing Fire Service, except the Fire Chief and the Deputy Fire Chief.

ARTICLE 3 **RECOGNITION**

The Corporation recognizes the Association as the sole collective bargaining agent for all employees covered by Article 2 of this Agreement in respect to wages, hours of work and all other conditions pertaining to this Agreement.

The Corporation agrees to negotiate with duly elected or appointed members of the Association for the purpose of resolving any disputes that may arise between the parties.

The Rand Formula will be recognized by both the Municipality and the Association. Association dues shall be collected from all full-time firefighters after completion of the probationary period. The Municipality agrees to deduct the amount of .1% of a first class firefighter's wage.

ARTICLE 4 **ASSOCIATION LEAVE**

The President and any one member of the Executive of the Association shall be granted such leave of absence as may be necessary for the proper performance of their offices insofar as the regular operation of the service of the Fire Service will permit, at the discretion of the Fire Chief (or Designate).

A maximum of seven days with pay per year shall be granted to attend Association business. Such time shall be granted at the discretion of the Fire Chief.

ARTICLE 5 **NO DISCRIMINATION**

There shall be no discrimination practiced by either the Corporation or the Association against any employee because of the employee's membership, non-membership, activities or non-activities in the Association or because of the employee's race, creed, color, religion, place of origin, political affiliation, age, sex, marital or parental status, nationality or ancestry.

ARTICLE 6 **MANAGEMENT RIGHTS**

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

- (1) maintain order, discipline, efficiency;
- (2) hire, lay-off, classify, direct, transfer, promote employees;
- (3) demote, suspend, discipline or discharge employees for just and reasonable cause;
- (4) generally, to manage the enterprise in which the Corporation is engaged, and without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed.

6:02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this agreement and subject to the right of the employee to lodge a grievance as set out herein.

ARTICLE 7 **MEDICAL CERTIFICATES**

7:01 When requested by the Chief (but no more than once a year), the Employee shall submit to a medical examination (by the member's own medical doctor if he so desires) and the Employee shall authorize such medical examiner to advise the Chief in writing answering the following two questions:

- (1) Is the employee presently fit mentally to perform his duties as a Firefighter? - Yes or no

(2) Is the Employee presently physically capable of performing his present duties as a Firefighter? - Yes or no

To assist in the evaluation, the Employer shall provide the doctor and the Association with a job description and a list of expected duties.

7:02 If an Employee is certified under clause 7:01 as fit to return to full employment as a Firefighter, and the Chief acting on reasonable and probable grounds, believes that the Employee is not fit to return to full employment as a Firefighter, he/she may request the Employee to submit to a medical examination by a duly qualified medical practitioner mutually agreed upon by the Corporation and the Association and the Employee shall authorize the medical examiner to advise the Chief in writing , answering the same questions as in 7:01.

7:03 The Corporation will pay for the cost of medical examinations as required in this article.

ARTICLE 8 **DISCIPLINE AND DEVOTION TO DUTY**

All employees shall conform to and obey all by-laws and regulations in force from time to time applicable to such employees insofar as they do not conflict with the terms of this agreement or any extension thereof.

ARTICLE 9 **STRIKES AND LOCKOUTS**

No strikes or lockouts shall occur during the life of this Agreement and the Employees shall not participate in any sympathy strike in support of any organization in accordance with the Fire Protection and Prevention Act, which forbids such action.

ARTICLE 10 **CONTRACTING OUT**

The Corporation agrees there will be no contracting out of work which is presently performed by professional firefighters that will cause a reduction in the present complement of full-time firefighters covered by this agreement.

ARTICLE 11 **TECHNOLOGICAL CHANGES**

In the event the Corporation intends to implement or introduce technological changes that will have an impact on employees, the Corporation agrees to advise the Association ninety days prior to the implementation date. The Corporation further agrees that, at the request of Association, the parties will meet to discuss the full implications of the technological change. It is agreed and understood between the parties that the Corporation maintains the right to make the final decision to proceed with the technological change.

ARTICLE 12 **LEGAL INDEMNIFICATIONS**

12:01 The Corporation shall indemnify a member of the Fire Service for reasonable legal costs incurred,

- a) in the defense of a civil action.
- b) in the defense of a criminal prosecution, excluding a criminal prosecution in which the member is found guilty of a criminal offence.
- c) in the defense of a statutory prosecution.
- d) in respect of any proceeding in which the member's manner of execution of the duties of employment was in issue. Without limiting the generality of "any other proceeding", such proceeding shall include a Coroner's inquest, and proceeding initiated by the Office of the Fire Marshall.

12:02 A member shall not be indemnified under this Article for legal costs arising from:

- a) a grievance or complaint under the Collective Agreement between the Corporation and the Association,
- b) an act or omission of the member acting in their capacity as a private citizen.

12:03 Where a member is a defendant in a civil action for damages because of acts done in the course of the member's employment or duties as a Firefighter, the member shall be indemnified for the reasonable legal costs incurred in the defence of such an action in the following circumstances only:

- a) where the Corporation is not joined in the action as a party, and the Corporation does not defend the action on behalf of itself and the member as joint tort feorsors at the Corporation's sole expense.
- b) where the Corporation is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Corporation and the member is of the view that it would be improper for the solicitor to act for both the Corporation and the member in that action.

12:04 For the purpose of legal indemnification under this Agreement, "reasonable legal costs" shall be based on the account rendered by the counsel performing the work. The account shall be subject initially to the approval of the Corporation and, in the case of a dispute between the counsels rendering the account and doing the work and the Corporation, the account shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Ontario Court of Justice (General Division).

For the purpose of legal indemnification under this Agreement, the reasonable legal costs incurred by a member shall be deemed to have been incurred by the member, notwithstanding that the member may have received financial assistance in respect thereof from the Association

ARTICLE 13 **HOURS OF WORK AND OVERTIME**

13:01 Each firefighter shall be required to work (40) hours per week on the average, based on schedule prepared by the Chief after consultation with the Association. It is understood that nothing in the above schedule of hours of work will prevent the Chief granting the request of any two men to change shifts or

days off, providing such request does not result in overtime costs to the Employer.

The schedule is to be 12 hours with two accrued days returned together (Wednesday/Thursday).

The hours of the Fire Prevention, Training, & Public Educator Officers shall be Monday to Friday 08:00 to 16:00 hrs.

13:02 All time worked beyond the normal work day, the normal week, or on a holiday, shall be considered as overtime. The following overtime rates shall apply:

- i) on a regular work day -- time and one half for all hours in any one day or shift
- ii) on a regular scheduled day off -- double time for all hours in any one day shift
- iii) on Saturday -- double time
- iv) on Sunday -- double time
- v) on a holiday when the employee was scheduled to work -- double time plus another day off with pay
- vi) on a holiday when the employee was not scheduled to work -- double time plus another day off with pay

Employees shall not be required to lay-off during regular hours to equalize any overtime.

13:03 When an employee is called back to handle emergency situations or shortages of manpower at the station when he/she is not scheduled to work, he/she will be paid a call out wage of two (2) hours at overtime rates.

ARTICLE 14 **SENIORITY AND PROMOTIONS**

14:01 A new employee shall be classified as a probationary Firefighter for a period of six (6) months. He/she shall be examined by the Fire Chief prior to the expiration of the probationary period and the Fire Chief shall determine the suitability of continued full-time employment based on a personal assessment. The employment of a probationary Firefighter may be terminated at any time during the probationary period provided that the employee is given two weeks' notice or pay in lieu thereof and provided the Fire Chief recommends such termination. The termination shall not be subject to grievance procedure, unless the Association claims discrimination as defined in Article 5 as the basis for termination. After completing his six months probationary period, the Firefighter shall be promoted to the classification of Fourth Class Firefighter.

14:02 A Fourth Class Firefighter shall be promoted to become a Third Class Firefighter upon completion of one year service as Fourth Class Firefighter, provided that he/she has completed the pre-requisite for Fire Officer I Certificate program

from the Ontario Fire College which includes the following modules: Legislation, NFPA 472 Hazardous Material Awareness (4.2).

- 14:03 A Third Class Firefighter shall be promoted to become a Second Class Firefighter on completion of one year service as a Third Class Firefighter, provided that he/she passes the Fire Officer I Certificate Program from the Ontario Fire College which includes the following modules: Fire Officer I and Fire Officer II pre-requisite Fire Instructor I.
- 14:04 A Second Class Firefighter shall be promoted to become First Class Firefighter on the completion of one year as a Second Class Firefighter, provided that he/she passes the Fire Officer II Certificate Program from the Ontario Fire College.
- 14:05 A First Class Firefighter can be promoted to the Probationary Fire Prevention, Training & Public Education Officer once he/she has the Fire Officer II Certificate and has completed the NFPA 1031 Fire Inspector I Certificate which encompasses six courses, NFPA 1033 Fire Investigator and NFPA 1035 Public Educator I.
- 14:06 The Fire Prevention, Training & Public Educator Officer shall have completed the NFPA 1035 Fire & Life Safety Educator II Certificate Program, NFPA 1035 Public Information Officer Program and the NFPA 1041 Fire Instructor Certificate Program prior to completing his/her Year Two period. Failing completion of these courses within 2 years shall result in the incumbent being returned to his/her position of First Class Firefighter.
- 14:07 In the event the required course(s) is not available during the promotional year due to no fault of the employee, the employee will be promoted retroactively upon completion of his/her exam.
- 14:08 All other factors being equal, promotions in the department shall be based upon efficiency, as well as the skill and ability of the applicant as determined by the Fire Chief.
- 14:09 In the event in a reduction in the workforce through layoff, layoff shall commence with the employee with the least seniority. In the event of recall, the most senior person laid-off shall be the first recalled. If the layoff affects promotion, the last person promoted shall be the first demoted.
- 14:10 Seniority rights shall cease, and employment will be terminated for any of the following reasons:
- i) Voluntary resignation
 - ii) Discharge for just cause
 - iii) After a layoff of a permanent firefighter exceeding a period of 12 consecutive months

- iv) Failing to report to work within fourteen (14) calendar days after receipt of a notice by registered mail to return to work after layoff
- v) Absent without permission for any period in excess of three (3) consecutive working days.
- vi) When an employee has been off on sick leave or WSIB for a period greater than 24 months, providing such termination does not violate the Human Rights Code.

ARTICLE 15 **BEREAVEMENT LEAVE**

In the event of the demise of a spouse, son or daughter, or step child, parent, step-parent, brother, or sister, employees shall be permitted a leave of absence with pay for a maximum of five (5) regular scheduled consecutive working days which shall be taken immediately prior to, during or following the day of the funeral.

In the event of the demise of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and other relative living with he/she, employees shall be permitted a leave of absence with pay for a maximum of three (3) regular scheduled consecutive working days which shall be taken immediately prior to, during or following the day of the funeral.

One (1) day off work with pay for aunts and uncles.

In the event the death of a person occurs during a member's vacation leave, the member shall be entitled to replace up to three (3) calendar days from the normal bereavement allocation from leave.

The Fire Chief or designate may, at his or her sole discretion, grant bereavement leave in addition to the allotment outlined above for valid reasons.

COMPASIONATE LEAVE

15:01 In the event of unforeseen medical emergency situations dealing with serious illness/injury of a spouse, child or parent, the Chief may provide time off with pay to a maximum of three (3) days in any calendar year

ARTICLE 16 **GRIEVANCE PROCEDURES**

16:01 Within the terms of this Agreement, a grievance shall be defined as a difference arising between an employee, the Association or both, and the Corporation as to the interpretation, application, administration or alleged violation of the provisions of this Agreement.

16:02 The Association shall appoint a grievance committee of two members of the Association's executive and shall file notice annually with the Corporation of the names of the employees serving on the Association's grievance committee. The

Corporation shall also be notified of any changes in the personnel of the Association's grievance committee that may occur from time to time.

16:03 Prior to initiating a formal grievance an employee may take any matter in dispute to the Association Grievance Committee for consideration of the merits of the case. Should the Association Grievance Committee decide that the employee's concerns constitute a violation of the terms of the Collective Agreement the Grievance Committee will proceed as follows:

16:04 STAGE 1

If an individual employee has a grievance concerning the interpretation, application and violation of this agreement, the employee shall take the matter up first with the Fire Chief or the Fire Chief's designate within fifteen (15) calendar days of the occurrence. A representative of the Association may accompany the employee when the employee presents his/her grievance to the Fire Chief or designate. Failing settlement of the grievance within seven (7) calendar days of the meeting at this stage, then Stage 2 may be invoked.

16:05 STAGE 2

Failing settlement at Stage 1 the Association Grievance Committee may take the matter up with the Chief Administrative Officer (or Designate) of the Municipality. Failing settlement of the grievance at this stage within fifteen (15) calendar days, then the grievance may be referred to Arbitration, as provided under the Fire Protection and Prevention Act as amended, provided that not more than thirty (30) calendar days have elapsed since the hearing at Stage 2.

16:07 Extensions to the time limits outlines in this article may be granted in writing by mutual consent of the parties.

16:08 In the case that a group of employees has a grievance, the grievance shall be initiated by the Grievance Committee starting at Stage 1 of the grievance procedure.

16:09 Any differences arising directly between the Association and the Corporation concerning the interpretation, application, administration or alleged violation of the terms and provisions of this collective agreement may be submitted by either party at Stage 2 of the grievance procedure.

16:10 In determining the time limits outlined in the grievance procedure the parties agree that Sundays and Holidays shall be excluded.

16:11 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employees concerned as well as necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties to have access to the Fire Department to view any disputed operations and to confer with the witnesses.

16:12 In the case of discharge, any resulting grievance shall be processed under Stage3 of the Grievance Procedure and will be heard by Council's Committee of the Whole provided that the grievance is presented to the Employer in writing and within fifteen (15) calendar days following the date of the employee's termination of employment.

The Fire Chief, at the request of the Association, shall provide, in writing, the reason(s) for the employee's discharge.

ARTICLE 17 **RETIREMENTS AND PENSION PLANS**

The Pension Plans established under the Canada Pension Plan Act and The Ontario Municipal Employees Retirement System Act, as amended from time to time, shall be adopted by the Corporation and the Association.

The parties agree that all employees reaching normal retirement age for Fire Fighters, as defined in the Ontario Municipal Employees Retirement System Act, shall be obliged to retire from the services of the Corporation on the first day of the next month following attainment of age sixty (60).

ARTICLE 18 **STATUTORY AND DECLARED HOLIDAYS**

18:01 In lieu of statutory and declared holidays, each employee shall be entitled to thirteen working days off with pay in each year for statutory and declared holidays. An employee may choose to receive the time off in lieu at a time mutually agreeable between the Employer and the Employee.

The following are recognized as statutory and declared holidays:

New Year's Day	January 2nd	Family Day
Good Friday	Easter Sunday	Victoria Day
Dominion Day	Civic Holiday	Labor Day
National Day of Truth and Reconciliation		Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

In the event that an additional declared holiday is recognized by the Federal or Provincial Governments, the day shall be added to "Statutory and Declared Holidays"

18:02 In the event of a Firefighter's death, the beneficiary or his/her estate will be paid the full amount of vacation pay or statutory holidays standing to the Employee's credit. The rate of pay shall be based on the Employee's current annual salary.

ARTICLE 19

VACATION ENTITLEMENTS

19:01 Employees covered by this agreement will be entitled to the following:

after 1-year service	- 2 weeks' vacation with pay
after 3 years' service	- 3 weeks' vacation with pay
after 8 years' service	- 4 weeks' vacation with pay
after 15 years' service	- 5 weeks' vacation with pay
after 20 years' service	- 6 weeks' vacation with pay
after 25 years' service	- One additional day of vacation day with pay for every year of service over 25 years to a maximum of 5 days

19:02 A Fire Fighter who has become eligible for vacation under this article and who, before receiving such vacation, terminates employment with the Fire Department shall, in lieu of such vacation, be eligible for a payout for all unused vacation at the Fire Fighter's then regular rate of pay.

19:03 Annual vacations shall be taken at a time mutually agreed upon between the Corporation and the Employee. Vacation shall be granted on the basis of seniority. First round of vacation shall be granted on the basis of seniority to a maximum of two (2) consecutive weeks by February 1st of that given year. Second round of vacation shall be granted on the basis of seniority only after all employees have had their first round choice affixed on the bulletin board by February 15th.

19:04 Where an Employee qualifies for bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date.

19:05 STAND-BY

Stand-by shall be assigned to a Firefighter who has successfully completed the Fire Officer II Certificate, NFPA 1033 Fire Investigator Certificate and the IMS 200 Certificate. The Firefighter or Officer appointed to stand-by shall be granted one day off for every week on stand-by. Failing availability of a qualified Firefighter, the Fire Chief will appoint an employee at his /her discretion. The duty of stand by shall be performed by members covered by this collective agreement or the Fire Chief.

19:06 COURT DUTY

Any member required to attend Court in his capacity of Fire Fighter during what would otherwise be off-duty hours shall be paid at a rate of time and one-half (1 ½) but, in any case, he shall not receive not less than three (3) hours at overtime rate for each morning and afternoon appearance. The noon recess for lunch shall determine the time for the end of the morning session.

While on vacation: When an employee is required to attend court on any occasion during his/her annual vacation, he/she shall be granted two (2) extra

days leave in compensation thereof for each day or portion thereof for which he/she may elect to take pay or time off.

ARTICLE 20 **SEVERANCE PACKAGE**

A severance package of one week per year of service is offered only to those members of the Association who were employed with the Town of Sturgeon Falls as of December 31st, 1998 who leave on a voluntary basis (resignation, retirement). The amount offered is frozen at the then rate of pay (December 31, 1998) and the seniority accumulated up to December 31, 1998.

ARTICLE 21 **BENEFIT PLANS**

The Corporation agrees to contribute one hundred percent (100%) of the total premium cost for the following plans:

21:01 Ontario Health Tax (or equivalent)

21:02 Great West Life Drug Plan (or equivalent)

21:03 Great West Life Dental Plan (or equivalent) - fifty percent (50%) denture coverage. (With O.D.A. fee schedule one year behind current)

Great West Life Drug Plan (or equivalent) and Great West Life Dental Plan (or equivalent) will include dependent coverage until age twenty-one (21) or until age twenty-five (25) if the dependent is in full time attendance in a recognized educational facility.

21:04 Vision Care - Including laser eye surgery - \$475.00 maximum benefit every twenty-four (24) months per family member. The Corporation agrees to improve Vision Care by providing for eye examination coverage once every two years.

21:05 Group Life Insurance –2.5X members' salary
\$150,000 Accidental death and dismemberment

21:06 Short- and Long-term Disability

Short-Term Disability Salary Continuation

providing a benefit equal to two thirds (2/3) of the employee's base pay commencing on the fifteenth (15th) day of continuous disability and ending on the one hundred and nineteenth (119th) day of continuous disability.

Long-Term Disability Salary Continuation

providing a benefit level of two thirds (2/3) of the employee's base pay commencing on the one hundred and twentieth (120th) day of continuous disability. The terms of this benefit are governed by the master contract with the insurance carrier. It is agreed and understood by the

parties that the premiums required for Long Term Disability Insurance shall be paid for by the employee from their Sick leave Bank.

21:07 The Corporation agrees to pay the full cost for benefits outlined in 21: 02 to 21:04 until age 65 when an employee retires in any of the following instances:

- a) at normal retirement age "60"
- b) with 35 years of service
- c) retires under the 85 factor
- d) retires without being penalized by O.M.E.R.S.
- e) retires under any new plan which is introduced by O.M.E.R.S.

21:08 Extended Health Care Benefits

Extended Health Care Benefits for members as provided by the Employer's current insurance carrier. The cost of Extended Health Care Benefits shall be shared 50/50 between the Employer and the member and premiums shall be deducted from each member's pay on a bi-weekly basis. The provision of the Extended Health Care Benefit is contingent on the participation of all members of the bargaining unit.

Dental care benefits level 4 Orthodontics – Maximum Level 4. Limited to \$2,500 per certificate per lifetime for dependent children between the ages of 6 and 18.

21:09 Retiree Health Care Spending Account

Effective from the date of the signing of this contract, for employees retiring after this date with 20 years of service or an unreduced OMERS pension, the Corporation will provide a Health Care Spending Account (HCSA) for the purpose of reimburse for medical, dental or extended health care expenses which meet Canada Revenue Agency's (CRA) definition of allowable deductible medical or dental expenses for private health services plans. The eligible expenses of the member's eligible spouse at time of the member's retirement may also be claimed under the HCSA benefit (combined maximum of \$1,500.00 as per below). Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP) or such other public or provincial insurance plan as may be applicable. Reimbursement will be provided to the extent that the expenses above exceed the coverage available from OHIP, ODP or other applicable public insurance plan.

The amount of the HCSA will be to a maximum of \$1,500.00 (combined member and spouse if applicable) per year and will commence immediately following the retirees 65th birthday and will end on the day of their 75th birthday. Eligibility for the HCSA does not survive the retiree. The Retiree HCSA will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employees (and spouse when applicable) do not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.

The administration of the HCSA will be administered by the third-party insurance provider and the Association will be provided with all available information regarding the HCSA program.

The plan will have no retroactive application to those individuals who have retired prior to the signing of this contract.

ARTICLE 22 **INSURANCE COVERAGE**

The Corporation agrees to allow the Association to review its insurance policy upon receipt of reasonable notice and not more often than once a year.

ARTICLE 23 **ACCIDENT AND SICKNESS**

23:01 An employee who is absent from duty as a result of a workplace injury or illness will receive benefits which he/she is entitled under the Workplace Safety and Insurance Board (W.S.I.B.). It is also understood that the Corporation will pay the difference between WSIB benefits and the employee's regular salary.

23:02 Monthly Sick Leave Credit
Each employee shall be credited with one and one half (1½) days sick leave for every month of regular attendance at work. It is understood that employee must work a minimum of ten days per month to accumulate the day and one-half sick leave credit. If the employee has not worked 10 days, the credit will be prorated accordingly.

23:03 Sick Leave Entitlement
When an employee is unable to attend work as a result of illness or injury the employee will be entitled to receive pay from his or her accumulated sick leave bank. It is agreed and understood that no employee shall receive sick pay for an absence in excess of the employee's accumulated sick leave credits.

23:04 Medical Certificates
If required by the Fire Chief, it shall be the duty of any employee of the service who is absent from duty as the result of sickness or injury for a period exceeding three consecutive working days to obtain and provide to the Fire Chief a certificate from a duly qualified medical practitioner certifying that the employee was justified in absenting himself or herself from duty and that the said employee is capable of returning to full employment. It is agreed and understood that the cost of such medical certificate shall be paid for by the Corporation.

23:05 Annual Sick Leave Statement
A statement of accumulated sick leave credits will be issued to each employee by no later than December 1st of each year.

Year End Options

On December 1st of each year the Corporation will calculate the cash value at fifty percent (50%) of each employee's remaining unused sick leave credits. The Corporation will then advise each employee of the cash value of the unused

sick leave and other information as set out in the Cash Value Worksheet attached hereto and forming part of this Agreement.

The employee will make one of the following choices and will advise the Fire Chief of his or her choice by no later than five (5) working days following the date of issuance of the Cash Value Worksheet.

1. Request full or partial payment of the cash value paid at the rate the sick leave credit was earned.
2. Request that the cash value be banked for time off in lieu during the next calendar year. Such time off shall be taken at the sole discretion of the Fire Chief.
3. Request that one hundred percent (100%) of the unused sick leave credits be banked as a supplement to the Short-Term Salary Continuation benefit to a maximum of 50 days.

Both parties agree that in the event that any portion of the one hundred percent (100%) cash value is not used to supplement the Short-Term Salary benefit, the residual will be paid out to the employee at fifty percent (50%) upon request of the employee or upon termination of the employee's employment.

23:06 Use of Banked Overtime

An employee may utilize banked overtime in lieu of sick leave until such banked overtime is exhausted

23:07 Monthly LTD Premium Deduction

On the first (1st) day of each month the Corporation will deduct the value of Long-Term Disability premiums from the employee's sick leave credits and submit the premiums to the insurance carrier on behalf of the employee. It is agreed and understood by the parties that these premiums are a taxable benefit requiring the payment of income tax by the employee.

ARTICLE 24

LONG SERVICE PAY

DELETED

ARTICLE 25

CLOTHING and EQUIPMENT

25:01 All regular firefighters and spare firefighters shall be supplied with a uniform comprising:

A pair of work boots, three shirts, one pair of gloves, two ties when required.

One Yukon cap with badge, one cap with badge, one uniform coat, 4 pairs of trousers, one winter sweater when required.

One "P" jacket when required.

One winter overcoat when required.

25:02 The Corporation agrees to clean one uniform per month and one winter jacket, spring and fall coat and a cap once per year.

25:03 The Corporation agrees to sew shoulder flashes on the coat, uniform and shirts.

25:04 All required clothing and equipment shall be ordered so as to arrive in advance of the season of wear.

25:05 Each Firefighter shall be supplied with protective clothing as per N.F.P.A. 1500 for firefighting purposes consisting of:

- one pair of firefighter's gloves
- one pair of felt line rubber boots
- one bunker Suit
- one balaclava
- one helmet

The protective clothing will be furnished as required in the discretion of the Fire Chief.

ARTICLE 26 **DUTIES OF THE FIREFIGHTERS**

DELETED

ARTICLE 27 **CLASSIFICATION AND WAGE RATES**

Effective January 1st, 2011, the following shall be the scale of salary paid to the Fire Service personnel during the term of this agreement:

27:01 Probationary Firefighter	60 %	of First Class Wages
Firefighter Fourth Class	70 %	of First Class Wages
Firefighter Third Class	80 %	of First Class Wages
Firefighter Second Class	90 %	of First Class Wages
Firefighter First Class	100 %	of First Class Wages

Probationary Fire Prevention, Training &

Public Education Officers Year One Fire Prevention, Training & Public Education Officers	102% of First Class Wages 104% of First Class Wages
Year Two Fire Prevention, Training & Public Education Officers	106% of First Class Wage
Year Three Fire Prevention, Training & Public Education Officers	108% of First Class Wages
Year Four Fire Prevention, Training & Public Education Officers	112% of First Class Wages
Assistant Chief and Training Officer or Assistant Chief and Fire Prevention Officer	122% of First Class Wages

27:03 Firefighters attending training courses at an OFM sactioned training centre will be granted compensation as per the current Municipality of West Nipissing travel policy for expenses involved to attend such courses. In addition, firefighters attending out of town training shall be supplied with a vehicle or shall be paid mileage as per corporate policy.

27:04 SHIFT DIFFERENTIALS

An evening shift shall be defined as those hours worked between 4:00 p.m. and 12:00 midnight.

Employees shall receive an additional thirty cents (\$0.30) per hour.

A night shift shall be defined as those hours worked between 12:00 midnight and 8:00 a.m.

Employees shall receive an additional forty cents (\$0. 40) per hour

A Sunday shift shall be defined as those hours worked between 12:00 a.m. on Sunday to 12:00 a.m. on Monday.

Employees shall receive an additional eighty cents (\$0.80) per hour for hours worked during this period.

27:05 RECOGNITION PAY

Recognition pay shall be calculated on a First Class Firefighter rate and paid bi-weekly to all Association Members. These payments shall qualify as pensionable earnings and be included in holiday pay, WSIB, and any other payments based on Member's salary. Payment is to take effect on the Member's anniversary date. A Member's total number of years of service as a full-time Firefighter with the West Nipissing Fire Service shall determine eligibility and be paid as follows:

Effective January 1, 2012

- 1% after 8 years of service
- 2% after 17 years of service
- 3% after 23 years of service

Effective January 1, 2013

- 2% after 8 years of service
- 4% after 17 years of service
- 6% after 23 years of service

Effective December 31, 2013

- 3% after 8 years of service
- 6% after 17 years of service
- 9% after 23 years of service

27:06 PAY FOR ACTING RANK

An employee detailed or assigned to assume the duties and responsibilities of or to act in the capacity of and perform the duties normally performed by an Employee of a higher job classification or rank shall be paid acting pay at the rate of that to the Employee of higher rank or job classification for all periods in which the Employee so acts.

27:07 REIMBURSEMENT OF MTO REQUIRED DZ LICENSE MEDICALS

Effective January 1, 2020, the Municipality will reimburse each employee that is required by the employer to maintain a DZ license, up to \$150 to cover the cost of one mandatory medical examination to complete the Ministry of Transportation of Ontario (MTO) Medical Report at each age-based frequency as required by the MTO. The employee will be required to provide evidence of payment and to be eligible for reimbursement

ARTICLE 28 **DURATION OF AGREEMENT**

This agreement shall become effective as of the 1st day of January, 2020 and in all its terms and conditions, and shall remain in effect until the 31st day of December, 2022 and thereafter, but either party may request to terminate or to amend such agreement by notice in writing not less than thirty days and not more than sixty days prior to the expiration date in any year.

IN WITNESS WHEREOF, the Corporation has hereunto caused its corporate seal to be affixed under the hand of its duly authorized officers and the Employees have caused this instrument to be executed by their proper officers hereunto duly authorized the day and year first above written.

SIGNED SEALED AND DELIVERED

-in the presence
of:

MAYOR _____
Joanne Savage

C.A.O. _____
Jean-Pierre Barbeau

PRESIDENT OF THE ASSOCIATION _____

SECRETARY _____

DATE SIGNED

Schedule A

Firefighter Classification and Wages

		2020	2021	2022
	%	2.00%	2.00%	2.00%
Probationary Firefighter	60%	59,746.61	60,941.54	62,160.37
Firefighter Fourth Class	70%	69,704.38	71,098.47	72,520.44
Firefighter Third Class	80%	79,662.15	81,255.39	82,880.50
Firefighter Second Class	90%	89,619.92	91,412.32	93,240.56
Firefighter First Class	100%	99,577.69	101,569.24	103,600.62
Probationary Fire Prevention, Training, and Public Education Officers	102%	101,569.24	103,600.62	105,672.64
Year One Fire Prevention, Training, and Public Education Officers	104%	103,560.79	105,632.01	107,744.65
Year Two Fire Prevention, Training, and Public Education Officers	106%	105,552.35	107,663.39	109,816.66
Year Three Fire Prevention, Training, and Public Education Officers	108%	107,543.90	109,694.78	111,888.67
Fire Prevention, Training, and Public Education Officers	112%	111,527.01	113,757.55	116,032.70
Assistant Chief and Training Officer or Assistant Chief and Fire Prevention Officer	122%	119,102.72	121,484.78	126,392.76

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
(hereinafter called the "Employer")
OF THE FIRST PART

AND:

THE WEST NIPISSING PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 1531
(hereinafter called the "Association")
OF THE SECOND PART

Re: Hours of Work

The parties agree that the current practice related to hours of work shall remain in effect for the duration of this collective agreement and may only be changed by the Employer after consultation with the Association.

Dated at Sturgeon Falls, Ontario this day of , 2022.

For the Association

For the Employer

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
(hereinafter called the "Employer")
OF THE FIRST PART

AND:

THE WEST NIPISSING PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 1531
(hereinafter called the "Association")
OF THE SECOND PART

Re: Labour Management

The parties agree to commit themselves to maintaining communications. To this end, the Employer hereby agrees that Representatives of its administration will meet with Representatives of the Association from time-to-time, up to three (3) times per year, to discuss problems, Employee concerns, and methods to improve relations. The Committee shall consist of two (2) members from each of the Parties. A staff representative or employer consultant may attend any meeting between the parties. Additional resource persons may accompany the representatives of either party upon reasonable notice.

Dated at Sturgeon Falls, Ontario this day of , 2022.

For the Association

For the Employer

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
(hereinafter called the "Employer")
OF THE FIRST PART

AND:

THE WEST NIPISSING PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 1531
(hereinafter called the "Association")
OF THE SECOND PART

Re: Article 24

The parties agree that Article 24 will be deleted effective January 1, 2014.

Dated at Sturgeon Falls, Ontario this day of , 2022.

For the Association

For the Employer
