

THIS AGREEMENT MADE

BETWEEN

THE CORPORATION OF THE CITY OF ELLIOT LAKE

(hereinafter called the "Corporation")

and

**ELLIOT LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION,
ELLIOT LAKE, ONTARIO**

(hereinafter called the "Association")

WHEREAS the Elliot Lake Professional Firefighters Association, Elliot Lake, Ontario, on behalf of the Elliot Lake Fire Department and the Council of The Corporation of the City of Elliot Lake have reached an Agreement pursuant to the Fire Protection and Prevention Act, 1997, and amendments thereto, and made in pursuance of the said Act:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Corporation and the Association hereby mutually covenant and agree as follows:

APPLICATION: This agreement shall apply to all full-time firefighters of the Fire Department of Elliot Lake, which term shall not include the Fire Chief, Deputy Fire Chief and Secretary and is made pursuant to the Fire Protection and Prevention Act, 1997, and amendments thereto.

ARTICLE 1.00 ASSOCIATION RECOGNITION AND SCOPE

1.01 The Corporation recognizes the Association as the sole collective bargaining agency for the employees of the Fire Department coming within the coverage of this Agreement in respect of wages, hours of work, pensions, and all working conditions.

All employees of the Elliot Lake Fire Department who are now members of the Elliot Lake Professional Firefighters Association shall remain members of said Association as a condition of their employment and all new employees of the Department shall become members of the Association and remain in same as a condition of their employment. There shall be no discrimination shown against any member of the Fire Department for Association activities.

- 1.02 The Association agrees that the Corporation has the exclusive right to:
1. Determine the number of employees required by the department and to also determine the schedule of shifts.
 2. The Corporation will confer with the Association before making any change in existing shift schedules which will affect a group of more than three (3) employees.
 3. Maintain order and discipline, to make, alter and amend reasonable rules of conduct and procedure for employees, to hire, discharge, promote, demote, suspend, or discipline employees, provided however that any exercise of these rights in conflict with any of the provisions of this Agreement, may be subject to a grievance, as provided under the grievance Procedure of this Agreement.
- 1.03 Notwithstanding any Agreement with the Ministry of Natural Resources for the Province of Ontario with respect to the prevention and control of forest fires, whenever possible, members covered by this Agreement shall be given an opportunity of responding to an emergency before other personnel are recruited.
- 1.04 In the event that the Corporation intends to introduce or implement any technological change or changes in mechanization, operating methods within the department or major reorganization which may concern employment status, the Corporation shall, by written notice, advise the Association of the planned change or changes at least ninety (90) days prior to their introduction. Such notice shall contain relevant information respecting:
- (a) the nature and degree of change;
 - (b) the date or dates on which the Corporation plans to effect the changes;
 - (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make full disclosure to the Association of the effects of the change or changes on each classification of employees. Such disclosure will contain all relevant data in the possession of the Corporation and shall be supplemented by any additional relevant information requested by the Association.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in effective consultations with a view to resolving any issue which may concern employment status.

- 1.05 Where any article in this Agreement refers to being at the discretion of, or as recommended by the Fire Chief, should a dispute arise as a result of the Chief's decision, it shall be referred to the Corporation for adjudication via the grievance procedure as outlined in Article 3.00.

- 1.06 Except in cases of emergency, and except to the extent of the current practice including the current practice as it relates to volunteer fire fighters, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an employee covered by this agreement shall be performed by any other employee or person who is not an employee.

ARTICLE 2.00 ASSOCIATION FEES

- 2.01 The Corporation will deduct Association fees monthly from the pay of all members covered by this Agreement, and shall remit such fees to the Treasurer of the Association monthly. The fees to be deducted shall be in such amount as the Association from time to time may determine.

ARTICLE 3.00 GRIEVANCES

- 3.01 The parties agree that it is desirable that any complaints or grievance be adjusted as quickly as possible.

Therefore, should any difference as to the meaning or alleged violation of the provisions of this Agreement arise between the Corporation and any member, an earnest effort shall be made to settle such difference in the following manner and answers to grievances shall be in writing.

Step 1

Within seven (7) days after the alleged grievance has arisen the member, accompanied by the Grievance Committee, may take the matter up with the Fire Chief presenting the grievance in writing on forms agreed upon by both parties. Failing satisfactory settlement within forty-eight (48) hours, the member may proceed to Step 2.

Step 2

Within forty-eight (48) hours from the time settlement could have been reached in the previous stage, the member accompanied by the Grievance Committee may present the written record of the grievance to the Director of Personnel or his designate. Failing a satisfactory settlement within forty-eight (48) hours, the member may proceed to Step 3.

Step 3

Within forty-eight (48) hours from the time settlement could have been reached in the previous stage, the member accompanied by the Grievance Committee may

present the written record of the grievance to the Chief Administrative Officer of the Corporation.

Step 4

- (a) Failing satisfactory settlement within forty-eight (48) hours, the grievance may be referred to a sole arbitrator within thirty (30) days from the date settlement could have been made in Step 3.
- (b) In determining the time within which any step is to be taken under the foregoing provisions of Article 3.01 Saturdays, Sundays and the recognized holidays shall be excluded. Any and all time limits fixed by the Article may be extended by mutual agreement in writing between the Corporation and the Elliot Lake Professional Firefighters' Association.

3.02 In the event that the subject matter to be adjusted cannot be finally determined by the procedure set out above, then the provisions of the Fire Protection and Prevention Act, 1997, and amendments thereto, in relation thereto shall come into full force and effect.

3.03 Where discipline or discharge is being discussed with an Employee, the Employee shall be entitled to have another member of the Association present.

The procedure governing discharge cases shall be according to section 44 of the *Fire Protection & Prevention Act*.

Cases involving alleged unjust discipline or suspension shall start at Stage 1 of the Grievance Procedure. The parties may agree to proceed directly to Arbitration in the case of dismissal or suspension longer than one week in duration. In such cases, where practicable, the expedited arbitration process may be used by either party.

Where an employee has received no discipline for a period of two (2) years, any disciplinary notation older than two (2) years which is not related to a suspension shall, if the employee so requests, be removed from the employee's personnel file in Human Resources. This clause does not affect final warnings, or warnings, which accompany suspensions.

ARTICLE 4.00 PROBATIONARY PERIOD

4.01 A newly hired employee shall be considered on probation and shall have no seniority rights during the first six (6) months of employment. Employment of a probationary employee may be discontinued by the Corporation at its discretion

during the probationary period. After completion of the probationary period, seniority shall date back from the beginning of such probationary period.

ARTICLE 5.00 PROMOTIONS

5.01 PROMOTIONS UP TO FIRST CLASS FIREFIGHTER

Notice of all promotional examinations shall be posted in the Fire Hall at least sixty (60) days in advance of such examinations. When only one member is involved, he and the Association shall be notified in writing.

Once a member has passed an examination for reclassification to the next higher rank, he will not have to requalify except in a situation where the member has been demoted in which case the member shall have to requalify.

The subject material for all examinations shall be drawn from the Elliot Lake Fire Department training manual and any new material received by the members.

5.01 (a) On examination to qualify for promotions to:

3rd Class Firefighter
2nd Class Firefighter
1st Class Firefighter

the applicant must attain a total average mark of 70% in the following:

Written	25%
Oral	25%
Practical	25%
Personal Assessment	25%
Total	100%

For the purpose of promotion, the following shall be deemed to be the minimum length of service for each category:

Probationary 1 to 6 months
3rd Class 12 months
2nd Class 12 months
or as recommended by the Fire Chief.

Promotional exams written as soon as possible in relation to member's anniversary date, upon written request to the Fire Chief by the member after the anniversary date.

In the event a candidate is not successful in obtaining a passing mark in the promotional exam, he shall be given the opportunity of notifying the Fire Chief in writing, within thirty (30) days of being advised of his mark, of his intentions to write a supplemental examination.

The supplemental examination will commence within ten (10) days after the 30th day of previous examination or upon notification of the member's intentions to rewrite. If the supplemental examination is failed, then the member shall remain in that classification for the next six (6) months; then may rewrite upon application to the Fire Chief. Upon failure of the rewrite examination, the firefighter will be dismissed, as per Article 1.02(3).

5.02 PROMOTIONS ABOVE THE RANK OF 1ST CLASS

All promotions above the rank of First Class, an examination and promotional board consisting of the Fire Chief, Deputy Fire Chief or a designate shall be established and the details thereof shall be posted in the Fire Hall at least thirty (30) days in advance of any examination.

To qualify for these promotions the applicant must attain a total average mark of 70% in the following:

Written	25%
Oral	25%
Practical	25%
Personal Assessment	25%
Total	100%

Preference will be given to qualifying members on the basis of marks, continued education and training and where all things are considered equal, appointments will be made in order of seniority for those who receive a passing grade in the initial examination.

Once a member has passed an examination for reclassification to the next higher rank, he will not have to requalify provided that such qualifications were achieved in the last two years or the member has served a minimum of 70 shifts as acting officer in the two years prior to promotion.

In the event a candidate is not successful in obtaining a passing mark in the promotional exam, he may rewrite the examination only when the next notification of promotion is posted.

An eligibility list of the successful candidates shall be posted and the successful candidates shall be placed on separate shifts and shall, when the shift officer is absent due to vacation, lieu days or illness, act in his stead on the shift.

5.02 (a) Training Officer & Fire Prevention Officer

The member will receive for one year his regular salary. During this probationary period, the member at his request or at the request of the Department, may return to firefighting duties without loss of seniority or previous rank. Upon successful completion of his one year probationary period, and upon successfully passing the promotional examination, he shall receive the salary of Training Officer or Fire Prevention Officer.

(b) Captain

A newly hired Captain from within the bargaining unit shall be considered on probation for six (6) months following the effective date of promotion. At the member's request, or at the request of the Department based on unsatisfactory job performance, he/she may return to the position of first class Firefighter without loss of seniority during the first six (6) months under the probation period. Any transfers or bumping that had occurred as a result of the promotion will be reversed.

5.03 NEW CLASSIFICATIONS

In the event the Fire Chief wishes to create a new position or rank within the Elliot Lake Fire Department, the Association reserves the right to negotiate the salary of this new position or rank with the Chief and the Corporation.

5.04 Members who qualify for promotion and request to be returned to their former position, or refuse a promotion must requalify as per Section 5.02.

ARTICLE 6.00 SALARY SCHEDULE

6.01 The classifications and annual salaries shall be as follows:

2021 Classification	% Diff	Jan 1	May 1	Sept 1
Captain, Chief Fire Prevention Officer, Training Officer	115%	\$112,693.33	\$113,256.80	\$114,389.37
Fire Prevention Officer	105%	\$102,893.91	\$103,408.38	\$104,442.47
First Class Firefighter	100%	\$97,994.20	\$98,484.17	\$99,469.02
Second Class Firefighter	90%	\$88,194.78	\$88,635.76	\$89,522.11
Third Class Firefighter	80%	\$78,395.36	\$78,787.34	\$79,575.21
Fourth Class Firefighter	70%	\$68,595.94	\$68,938.92	\$69,628.31
Probationary	60%	\$58,796.52	\$59,090.50	\$59,681.41

2022 Classification	% Diff	Jan 1	May 1	Sept 1
Captain, Chief Fire Prevention Officer, Training Officer	115%	\$114,961.32	\$115,536.12	\$116,691.48
Fire Prevention Officer	105%	\$104,964.68	\$105,489.50	\$106,544.40
First Class Firefighter	100%	\$99,966.36	\$100,466.19	\$101,470.85
Second Class Firefighter	90%	\$89,969.73	\$90,419.57	\$91,323.77
Third Class Firefighter	80%	\$79,973.09	\$80,372.95	\$81,176.68
Fourth Class Firefighter	70%	\$69,976.45	\$70,326.34	\$71,029.60
Probationary	60%	\$59,979.82	\$60,279.72	\$60,882.51

2023 Classification	% Diff	Jan 1	May 1	Sept 1
Captain, Chief Fire Prevention Officer, Training Officer	115%	\$117,566.67	\$118,448.42	\$119,336.78
Fire Prevention Officer	105%	\$107,343.48	\$108,148.56	\$108,959.67
First Class Firefighter	100%	\$102,231.89	\$102,998.63	\$103,771.12
Second Class Firefighter	90%	\$92,008.70	\$92,698.76	\$93,394.00
Third Class Firefighter	80%	\$81,785.51	\$82,398.90	\$83,016.89
Fourth Class Firefighter	70%	\$71,562.32	\$72,099.04	\$72,639.78
Probationary	60%	\$61,339.13	\$61,799.18	\$62,262.67

2024 Classification	% Diff	Jan 1	May 1	Sept 1
Captain, Chief Fire Prevention Officer, Training Officer	115%	\$120,231.81	\$121,133.55	\$122,042.05
Fire Prevention Officer	105%	\$109,776.87	\$110,600.19	\$111,429.70
First Class Firefighter	100%	\$104,549.40	\$105,333.52	\$106,123.52
Second Class Firefighter	90%	\$94,094.46	\$94,800.17	\$95,511.17
Third Class Firefighter	80%	\$83,639.52	\$84,266.82	\$84,898.82
Fourth Class Firefighter	70%	\$73,184.58	\$73,733.46	\$74,286.46
Probationary	60%	\$62,729.64	\$63,200.11	\$63,674.11

- 6.02 That each of the four (4) shifts have a Captain in charge of the shift. Acting pay will be governed by the provisions of Article 19 and the Association agrees that there will be no grievances launched by the Association with respect to a non-First Class Firefighter temporarily acting in the position of Captain. The Association agrees that its members will not reject the duties and responsibilities of Acting Captain save and except Fourth Class Firefighters on probation.

ARTICLE 7.00 RECOGNITION PAY

- 7.01 Recognition Pay shall form part of the member's base salary, and shall be paid bi-weekly.

Recognition Pay shall apply across all classifications within the bargaining unit.

Recognition Pay shall be calculated as a percentage of Firefighter 1st Class salary, and payments will commence on the pay immediately following the anniversary date on which the member completes his/her required years of service with the Elliot Lake Fire Service in accordance with the benchmarks as set out below:

Effective Date	8 Yrs - <17 Yrs	17 Yrs - < 23 Yrs	23 Yrs and Above
Jan.1.2008	1%	2%	3%
Jan.1.2009	2%	4%	6%
Jan.1.2010	3%	6%	9%

Recognition Pay shall be included as salary in calculating any payments that are based on a member's salary such as overtime, vacation, statutory holiday pay, pension contributions, sick leave pay, pregnancy/parental leave entitlements, long-term disability and WSIB benefits.

ARTICLE 8.00 OVERTIME

- 8.01 When a member necessarily works fifteen (15) minutes or more overtime as a continuation of his regular shift, he shall be compensated for such work at time and one-half his applicable hourly rate.
- 8.02 When a member is called in to work after having completed his regular shift on a scheduled working day, or is called back to work on a scheduled day off, he shall be compensated for such work at time and one-half his applicable hourly rate with a guarantee of two (2) hours pay for two (2) hours work or less.
- 8.03 When a member is called in to work at any time up to fifteen (15) minutes prior to the commencement of his regular shift, he shall be compensated for such work at time and one-half his applicable hourly rate for all time worked up to the commencement of his regular shift. The member will be paid straight time for all hours worked after the start of his regular shift.

All overtime is at the discretion of the Fire Chief, providing that all full-time firefighters will be given the first opportunity on any overtime duty that may be required.

- 8.04 (a) Any member who is called back to work will be compensated for such work under Section 8.02 or he may put his time into a "Time Bank" at

straight time. Time Bank shall be a register of each member's time in straight hours to a maximum of eighty-four (84) hours. No more than eighty-four (84) hours can be placed in the bank in any given year. Any member may put time into his bank from overtime, training or call backs.

(b) Any member may withdraw time from his bank as follows:

1. A payout at one and a half times his applicable hourly rate with the exception of banked training time which shall be paid out at straight time only. Payout will be four (4) weeks after notification by the member.
2. Scheduled time off from regular duties subject to approval of the Fire Chief with seven (7) days notification. When only one (1) firefighter is on duty, the member wishing to schedule time off from his time bank shall arrange for his relief and that relief will receive straight time only.

Any remaining time in the time bank shall be paid according to Section 8.04(b) in the first pay of December.

Holidays and days off in lieu of Statutory Holidays shall take preference over the scheduling of time off from the time bank.

8.05 The Corporation agrees to provide members with hot meals after four (4) hours of attendance at a Fire Department emergency to a maximum of \$15.00 per meal per member.

8.06 Employees subpoenaed as a witness to something that relates to their employment with the Municipality shall be paid for regular work missed at their regular hourly rate while so serving. When an employee is required to be a witness under this section during the employee's off-duty hours, the employee shall be paid at time and one-half for all such off-duty time spent in court or preparing with a solicitor, with a minimum of two (2) hours pay. It is understood that eligible expenses will be reimbursed in accordance with Corporate policies.

Payment for Court attendance will be subject to the following provisions:

1. The employee presents the subpoena to the Corporation.
2. The employee assigns all Witness Fees (but not expenses) over to the Corporation.
3. The employee reports for scheduled work at all times when not required for Witness Duty.

ARTICLE 9.00 PAYDAYS

9.01 The parties agree that pay days shall be every second Thursday.

ARTICLE 10.00 ANNUAL VACATION

10.01 (a) All employees shall be entitled to vacation with pay according to the following:

YEARS OF CONTINUOUS SERVICE	PLATOON	NON PLATOON
After ONE year of continuous service	8 shifts	10 Working Days
After THREE years of continuous service	12 shifts	15 Working Days
After NINE years of continuous service	16 shifts	20 Working Days
After FIFTEEN years of continuous service	17 shifts	21 Working Days
After SIXTEEN years of continuous service	18 shifts	22 Working Days
After SEVENTEEN years of continuous service	19 shifts	23 Working Days
After NINETEEN years of continuous service	20 shifts	25 Working Days

10.01 (b) All members may take their annual vacation broken up in any combination of single or multiple shifts provided that:

1. A member with eight (8) shifts vacation may not break up their vacation more than two (2) times.
2. A member with twelve (12) shifts vacation may not break up their vacation more than three (3) times.
3. A member with sixteen (16) shifts vacation may not break up their vacation more than four (4) times.
4. A member with seventeen (17) or more shifts vacation may not break up their vacation more than five (5) times.

10.01 (c) Members which are not on a platoon system and work a forty (40) hour week may take their annual vacation broken up in any combination of single or multiple shifts provided that two (2) weeks advance notice is submitted to the Fire Chief. Vacation schedules are subject to final approval by the Fire Chief.

10.01 (d) Members are expected to take their vacation each year. Members can carry over a maximum of eighty four (84) hours of vacation from one anniversary year to the next. Any vacation that is not used in a vacation entitlement year and that is not eligible to be carried over will be lost.

- 10.02 Members shall be allowed to take annual vacation in full or in part, at any time during the working year at the members preference, subject to the following:

The annual vacation schedule shall be posted on or before January 1st each year or as soon thereafter as is practicable and remain posted until March 1st of that year. Members shall be entitled to vacation period preference by order of seniority, provided that such request is submitted on or before March 1st, after such date seniority choice of vacation shall not apply.

Rescheduling vacation periods shall be permitted once only, provided the member gives thirty (30) days advance notice to the Fire Chief. Vacation changes shall be subject to the approval of the Fire Chief.

Selection of annual vacation to have preference over days in lieu of Statutory Holidays.

Days off in lieu of Statutory Holidays may be taken at any time during the working year subject to the approval of the Fire Chief.

- (i) Vacation entitlements earned but not taken in any calendar year shall be carried over to the following year to a maximum of eighty four (84) hours per year. In the event a member ceases to be an employee, all vacation entitlement earned but not taken shall be paid out to the employee. Vacation time and pay shall be banked at the pay rate at which it was earned. Any vacation time used will be deemed to be the oldest time in the employee's vacation bank. Notwithstanding the foregoing, an employee who takes vacation will be paid at the hourly rate that is current at the time the employee takes the vacation. Upon cessation of employment, the value of the vacation bank owing shall be paid out based upon the rate that was payable to the member at the time the vacation was earned, which may be a different rate than the salary earned by the member at the time of termination.

- 10.03 A member's Annual Vacation or days off in lieu of overtime may not be cancelled unless the member indicates he wishes to work overtime. However, other members will first be contacted and offered overtime.

- 10.04 Prior to commencing Annual Vacation a member may cancel his vacation due to certified illness or reoccurrence of previous compensable injury. Re-booking of vacation is not to conflict with previously booked vacation or previously booked statutory holidays. If a member has commenced vacation and becomes ill or suffers a reoccurrence of a previous compensable injury, the member cannot cancel his or her current block of vacation. However, if the member has booked two or more successive blocks of vacation, which are separated by regularly scheduled days off, a member may cancel the next block, or blocks, of vacation if

he or she suffers from a certified illness or reoccurrence of a previous compensable injury that would continue into the next block, or blocks, of vacation. For clarity, a single block of vacation is any period of successive vacation days that are not interrupted by regularly scheduled days off.

- 10.05 Where, in any year, a member leaves the Fire Department prior to receiving his Annual Vacation in that year, he shall be given his normal vacation due him before his resignation becomes effective.
- 10.06 Where, in any year, a member dies prior to receiving Annual Vacation in that year, there shall be paid to his estate an amount equal to the salary that would have been paid to him on account of normal vacation.

ARTICLE 11.00 STATUTORY HOLIDAYS

- 11.01 All members shall be granted the following Statutory Holidays with Pay:

New Year's Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	Family Day
Victoria Day	Thanksgiving Day	National Day for Truth & Reconciliation

Plus one (1) additional floater holiday to be taken at a time mutually agreed upon by the member and the Fire Chief. In the event the municipal, provincial, or federal government proclaims a holiday not already included in the list above, that newly proclaimed day will be added to the list.

- 11.02 Should a member leave the Department due to quitting or as a result of a reduction in staff, he will be paid a day's pay calculated at the rate of 1/260 of the amount which the employee would earn during one year for normal regular attendance at his duties without regard for overtime or extra pay, for Statutory Holidays earned but not taken, prior to his departure.

In the case of personnel employed on the Platoon System, the rate of calculation will be 1/182.

- 11.03 A member on the Platoon System working on any of the above mentioned Statutory Holidays shall be paid at the rate of time and one-half times his base applicable hourly rate.
- 11.04 Statutory Holidays for members not on Platoon System shall be taken on the day designated by the Corporation. If the member elects to work on the Statutory Holiday, pay will be at the regular rate, with a day off in lieu. Call backs are subject to Article 8.02.

ARTICLE 12.00 WELFARE

12.01 The Corporation agrees to contribute 100% towards the premiums paid for the following fringe benefits:

- (a) Life Insurance in the amount of two (2) times the member's annual salary rounded to the next higher thousand dollars including Accidental Death and Dismemberment.

Dependent coverages of \$2,500 for the spouse and \$1,000 for each child.

- (b) Extended Health Care – Prescription Drugs (elimination of over-the-counter drug coverage, generic drug substitution unless otherwise specified by the physician), Vision Care (maximum \$450 every 24 months); eye exam (every 24 months, which is included in the \$450 cap) and semi-private hospitalization. A \$10/20 deductible applies to EHC, Vision Care and Semi-Private Hospitalization.

- (c) Dental Care – ODA fee schedule shall be one (1) year previous to the current year for the duration of this Agreement adjusted annually, coverage to include endodontic and periodontal services; major restorative benefit of \$1,500 per annum on a 50/50 cost sharing basis; dental recall at six (6) months and orthodontic coverage for dependent children under the age of 20 to a maximum of \$1,500 lifetime and 50% co-insurance.

Carriers may be changed by the Corporation from time to time provided benefits and service remain at least equivalent to or better than those now in effect.

12.02 SICK LEAVE

1. The provisions of By-law 94-10 being a by-law to establish a plan for Sick Leave Credit gratuities for employees, as is worded this date and amendments thereto, will apply to all members covered under this Agreement, with respect to Sick Leave. Any amendments thereto will be discussed with the Negotiating Committee of the Association before taking effect.
2. No employee shall have time off charged against his sick leave if such time is the result of compensable injury or occupational illness.
3. During the term of the collective agreement, the members of the bargaining unit will be subject to the current welfare by-law that shall not be unilaterally amended, except to the extent that a member will be paid from the first day of absence for the first four incidents, whether related or not, and from the third day of absence for the fifth and subsequent incident(s).

12.03 PENSION PLAN

All eligible employees shall participate in the Ontario Municipal Employees' Retirement System. The normal retirement age of all members covered under this agreement shall be sixty (60).

12.04 LONG TERM DISABILITY

The Corporation agrees to pay one hundred (100%) per cent of the premium cost for LTD according to the following:

17 week waiting period – 75% of earnings
maximum \$6,800 per month – 2 year own occupation clause

The Corporation further agrees to pay premiums for benefits for all employees who go on LTD for a maximum of two years.

12.05 RETIREE BENEFITS

The Corporation agrees to contribute one hundred (100%) per cent of the cost of retired member's welfare benefits (Prescription Drugs, Dental and Vision Care) as provided in this article, up to a maximum age of 65 or until provided by a government plan, provided that the member is eligible for pension benefits as outlined by OMERS guidelines and is within 10 years of the normal retirement date.

12.06 INDEMNITY COVERAGE

Members shall be covered under The Corporation of the City of Elliot Lake's Comprehensive Liability Policy.

12.07 OPTIONAL GYM MEMBERSHIP

The Corporation agrees to provide, to each member that requests, an annual membership to the Ruben Yli-Juuti municipal pool and fitness centre.

12.08 TESTING / EXAM / MEDICAL FORM EXPENSES

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 licence requirement
- Any physical examination
- Medical forms

12.09 POST AGE 65 RETIREE HEALTH CARE SPENDING ACCOUNT

Effective January 1, 2021, the Corporation shall provide a post age 65 Retiree Health Care Spending Account applicable only to eligible retired employees as follows:

- The Corporation shall provide a post age 65 Retiree Health Care Spending Account for eligible retired employees who are enrolled in the existing health benefit plan up to age 65.
- The Retiree Health Care Spending Account will be available to those eligible retired employees from age 65 to age 75 as of January 1, 2021.
- The plan, when implemented, will have no retroactivity for employees retired prior to January 1, 2021.
- The annual amount available to retired employees under the plan will be \$1500, inclusive of all associated costs providing the HCSA, per calendar year for 10 years.
- In addition to be above, those eligible for the plan must be in receipt of an OMERS pension in accordance with the terms established by OMERS.
- Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other such public insurance plans as may be applicable.
- Reimbursement will be provided for Medical, Dental and Paramedical expenses to the extent that those expenses exceed the coverage available from OHIP, ODP or other applicable public insurance plan(s).

The Retiree Health Care Spending Account will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employee does not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.

ARTICLE 13.00 COMPASSIONATE LEAVE

- 13.01 Members shall be granted a maximum of four (4) consecutive working days off with pay due to the death of an immediate family member. The above four (4) day limit for this article shall mean the four (4) working days the employee is scheduled to work immediately following the date of death. A member may retain up to one (1) of the paid working days off to attend a celebration of life or a spring interment at a later date. Additional days may be granted without pay if needed, subject to the approval of the Fire Chief. Immediate family shall mean the member's father, mother, grandfather, grandmother, spouse, brother, sister, son, daughter, mother-in-law, father-in-law, sister-in-law and brother-in-law.

ARTICLE 14.00 INJURIES

14.01 When a member is injured in the execution of his duty and where the Workplace Safety and Insurance Board determines that the member is unable to perform any of the modified duties offered by the Corporation, he shall be paid by the Corporation during the period he is incapacitated the difference between the compensation payments made by the WSIB and his regular net salary except in the case where a member receives a permanent or prolonged injury preventing him from performing a regular member's duties and is on pension from the WSIB. In such case, the member shall be governed by the WSIB.

14.02 When a member is killed in the line of duty, their spouse, or where there is no spouse, their dependent children under the age of twenty-one (21) shall receive a supplementary income from the Corporation. Such supplementary income shall be in an amount equal to 80% of the deceased member's net salary from the Corporation at the time of his/her death, less the combined total of income due to or receivable by the spouse and/or dependent children from all other benefits due to them as a result of the death of the member including, without limiting the foregoing:

- (a) the OMERS Pension Plan
- (b) the Canada Pension Plan
- (c) the Workplace Safety and Insurance Board; and
- (d) the return on a reasonable investment of the proceeds of all policies of life insurance held through the Corporation on the life of the deceased member. For the purposes of this agreement and ease of calculation, such amount shall be deemed to be an amount, annually, which is equal to 5% of the total amount paid by all policies of insurance held through the Corporation on the life of the deceased member.

Such supplementary income shall be paid in monthly instalments and shall be paid until the date the deceased member would normally have retired, or until the surviving spouse remarries, enters a common-law spousal relationship, reaches age 60, or dies, whichever occurs first. Where there is no spouse but there is/are dependent child(ren), the supplementary income shall be paid to the dependant child(ren) in equal share per capita until the earlier of the date they reach the age of twenty-one (21) years or become employed in a full-time position.

ARTICLE 15.00 ASSOCIATION LEAVE

15.01 That the members be granted a maximum of fourteen (14) working days per year for Association leave, to be used for Association business. This time allowed off with pay with no more than one member per shift being off at one time. Whenever possible, notice must be submitted at least seven (7) days prior to such leave.

ARTICLE 16.00 UNIFORM AND CLOTHING

- 16.01 Members shall receive such certified turn-out gear (bunker suit, helmet, boots) as is needed and such clothing will be replaced at the Department's expense when warranted by damage or wear to original or subsequent issues.
- 16.02 (a) The Corporation shall provide an allotment of up to \$600.00 per member per year for the purchase of appropriate uniform apparel (pants, shirts, jackets, boots/shoes, black leather gloves, hats and any regalia items) as authorized by the Fire Chief.
- (b) The Corporation shall provide one complete uniform for a new member as follows:
 Uniform tunic (1)
 Shirt (1)
 Tie (1)
 Pants (1)
 Hat with Badge (1)
- 16.03 On terminating employment, the last complete issue of turn-out gear will be returned to the Corporation in good order.
- 16.04 The Corporation agrees to bear the cost of repairing or replacing any personal clothing and eyeglasses which a full-time firefighter has damaged on duty, subject to the approval of the Fire Chief.

ARTICLE 17.00 REINSTATEMENT

- 17.01 When a member is laid off as a result of a reduction in staff, he shall maintain his seniority with the Department for a period of two (2) years during which time he shall be subject to reinstatement should a vacancy occur or additional staff be required. The Corporation shall notify the member by registered mail at the address last known to the Corporation of such reinstatement and the member shall declare his intention by registered mail within ten (10) days from the date of notification and should he decline the reinstatement as outlined, he shall forfeit all right under this Agreement.
- 17.02 For seniority purposes a firefighter's length of service shall be determined from the date he entered the employ of the Fire Department. Former firefighters re-entering the service after continuity of service has been broken for any reason other than for serving in Her Majesty's Service, during national emergency, or lay-off as per Article 17.01 shall be considered as being new employees and seniority shall start as of the date they re-entered the service of the department. Members shall be laid off starting with the members having the least seniority and

should reinstatement occur as per Section 17.01 reinstatement shall be in the reverse order of the layoff.

In the event of a lay-off, recognition shall be given to the following:

1. Seniority
2. Ability to perform the job in any classification.

ARTICLE 18.00 HOURS OF WORK

18.01 Forty-two (42) hours shall constitute a week's work averaged over a four-week period, which hours shall be worked in accordance with a schedule of rotating shifts based on a two (2) platoon system set forth in Schedule "A" hereto attached.

All non-platoon personnel shall work a 40-hour week, with the exception of probationary firefighters who shall work a 42-hour week.

18.02 The shift schedule for all members on platoons will be as outlined in Schedule "A" and attached hereto, and shall be subject to Article 1.02 of this Agreement.

18.03 Wherever possible notice of any shift changes will be given at least fourteen (14) days in advance.

ARTICLE 19.00 ACTING PAY

19.01 Every member who is required to carry out the duties of a higher rank than that for which he is paid, shall receive the pay for such rank, for as long as he carries out these duties.

ARTICLE 20.00 OUT OF AREA EXPENDITURES

20.01 When a member attends any authorized course, lecture, training college, or seminar that is work related and outside the confines of the City of Elliot Lake, authorized by the Fire Chief or his designate the member shall be reimbursed his cost in accordance with Corporate policy.

20.02 Whenever possible up to two members may be permitted to attend courses at the Ontario Fire College each year, at full salary. The number of members permitted to attend is at the Employer's discretion.

ARTICLE 21.00 TRAINING TIME

- 21.01 Members attending special training sessions directed by the Fire Chief during off duty hours will be paid at the rate of one (1) hour at straight time for each hour of attendance. Training time may be banked subject to the maximum hours under Article 8.04.

ARTICLE 22.00 DOUBLE EMPLOYMENT

- 22.01 Full-time employees engaged in gainful employment other than with the Corporation may be subject to discipline or discharge should such secondary employment affect their normal discharge of duties to the extent that censure by the employer is deemed necessary.

ARTICLE 23.00 JOB POSTING

- 23.01 All vacant and newly created classifications within the coverage of this Agreement shall be emailed to full-time firefighters and posted in the Department for ten (10) business days (Monday to Friday), during which time full-time firefighters will have an opportunity to apply. It will be the responsibility of the firefighter to provide the updated email to the Fire Chief.

Vacancies which become available above the rank of 1st Class may only be filled by Members with a ranking of 1st Class or higher.

- 23.02 The Corporation agrees to post the name of the successful applicant if any, in the Department as soon as the appointment is made.

ARTICLE 24.00 DURATION OF AGREEMENT

- 24.01 This agreement shall become effective on the first day of January, 2021 and shall remain in effect until December 31, 2024, and shall be renewed automatically from year to year thereafter, unless either party gives notice of requested changes or alterations to amend this Agreement prior to sixty (60) days to the expiry date in any year. In the event that either party serves notice of its requested changes or alterations to amend this Agreement, then this Agreement shall continue in effect until such time as a new Agreement has been reached or until a decision or award is made pursuant to the Fire Protection and Prevention Act, 1997, and amendments thereto.

IN WITNESS THEREOF this Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers and the employees have caused this instrument to be executed by their proper officers so duly authorized.

DATED at Elliot Lake, Ontario this day of , 20 .

ELLIOT LAKE PROFESSIONAL
FIREFIGHTERS' ASSOCIATION

THE CORPORATION OF THE
CITY OF ELLIOT LAKE

President

Mayor

Member

City Clerk

SCHEDULE “A”

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
--	DAY	DAY	DAY	DAY	--	--
--	--	--	--	NIGHT	NIGHT	NIGHT
NIGHT	--	--	--	--	DAY	DAY
DAY	NIGHT	NIGHT	NIGHT	--	--	--

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2 3	1 2	1 2	1 2	1 4	3 4	3 4
3 4	2 3	2 3	2 3	2 1	4 1	4 1
4 1	3 4	3 4	3 4	3 2	1 2	1 2
1 2	4 1	4 1	4 1	4 3	2 3	2 3

SCHEDULE “B”**LETTER OF UNDERSTANDING****Re: Vacation Banks**

WHEREAS Article 10.00 of the Collective Agreement expiring December 31, 2020 allowed members to carry over up to one hundred and sixty-eight (168) hours of vacation from one anniversary year to the next;

AND WHEREAS the Parties changed the wording of Article 10 in the Collective Agreement that took effect on January 1, 2021 so that members could carry over eighty four (84) hours of vacation from one anniversary year to the next;

AND WHEREAS the Parties recognize that as of January 1, 2021 some members had in excess of eighty four (84) hours in their respective vacation banks;

AND WHEREAS the Parties want to provide members with more that eighty four (84) hours in their vacation bank a fair opportunity to utilize the banked vacation that is in excess of eighty four (84) hours;

NOW THEREFORE the Parties agree as follows:

1. Any member who has in excess of eighty four (84) hours of vacation in their bank as of January 1, 2021, will not lose that excess vacation on the date of ratification.
2. The members referred to in paragraph 1 will be required to utilize their vacation credits by December 31, 2026. By December 31, 2026, all members shall have eighty four (84) hours or less of banked vacation time.
3. Article 10.02 shall apply to all vacation scheduling.
4. Should a member be absent and unable to take their scheduled vacation, the allotted vacation time will be carried over into the following year, this vacation time will not count towards the requirement to reduce their personal vacation bank.
5. Should a member not be able to reduce their vacation time to eighty four (84) hours or less by December 31, 2026, all remaining vacation time in excess of eighty four (84) hours will be paid out.
6. On the date of ratification of the Collective Agreement that takes effect on January 1, 2021, any current member, or member hired after ratification will be permitted to carry over a maximum of eighty four (84) hours as per Article 10.

INDEX

ARTICLE	SUBJECT MATTER	PAGE
1.00	ASSOCIATION RECOGNITION AND SCOPE	1
2.00	ASSOCIATION FEES	3
3.00	GRIEVANCES	3
4.00	PROBATIONARY PERIOD	4
5.00	PROMOTIONS	4
6.00	SALARY SCHEDULE	7
7.00	RECOGNITION PAY	8
8.00	OVERTIME	9
9.00	PAY DAYS	10
10.00	ANNUAL VACATION	10
11.00	STATUTORY HOLIDAYS	13
12.00	WELFARE	13
13.00	COMPASSIONATE LEAVE	15
14.00	INJURIES	16
15.00	ASSOCIATION LEAVE	17
16.00	UNIFORM AND CLOTHING	17
17.00	REINSTATEMENT	17
18.00	HOURS OF WORK	18
19.00	ACTING PAY	18
20.00	OUT OF AREA EXPENDITURES	18
21.00	TRAINING TIME	19
22.00	DOUBLE EMPLOYMENT	19
23.00	JOB POSTING	19
24.00	DURATION OF AGREEMENT	19
	SIGNATURE PAGE	20
	SCHEDULE "A"	21