

ARTICLE 1 - SCOPE OF AGREEMENT

1.01 The provisions of this Agreement shall apply to all full-time Fire Fighters of the Cobourg Fire Department as defined by the Fire Protection and Prevention Act with the exception of the Chief, the Deputy Chief and the Emergency Planner.

ARTICLE 2 - RECOGNITION

2.01 The Corporation recognizes the Association's Committee as the exclusive bargaining agent for all full-time Fire Fighters of the Cobourg Fire Department, with the exception of the Chief, the Deputy Chief and the Emergency Planner.

ARTICLE 3 - DEFINITIONS

3.01 In this Collective Agreement,

- (a) "employee of the Cobourg Fire Department" means any classification as noted in Article 11.01;
- (b) "float employee" shall mean the last four (4) employees recorded on the seniority list after June 1, 2002;
- (c) wherever applicable the masculine gender shall include the feminine;
- (d) "shift" is one day (equal to ten (10) hours) or one night (equal to fourteen (14) hours)
- (e) "spouse" shall mean either of a man or woman who,
 - (1) are married to each other;
 - (2) not being married to each other, have cohabited continuously in a common law relationship for a period of not less than one (1) year or in a relationship of some permanence where there is a child born of whom they are the natural parents and have so cohabited within the preceding year.

- (f) "dependent child" shall mean a member's child who is;
 - (1) an unmarried person under the age of **twenty-one (21)** years;
 - (2) an unmarried person over the age of **twenty-one (21)** years but less than twenty-five (25) years of age and is in full-time attendance at a school, community college, university or other educational institute;
 - (3) a person over the age of **twenty-one (21)** years who by reason of mental or physical disability, is unable to earn a livelihood and includes;
 - (4) any child of whom the member stood in loco parentis at the time of his/her death.

- (g) "Chief" shall mean the appointed Fire Chief or his designate.

- (h) "total disability" for the purpose of long term disability, shall mean that as a result of injury or disease, the member is unable, during the qualifying period and the twenty-four (24) month period immediately following, to perform the regular duties of the occupation in which the member was engaged immediately prior to the commencement of the disability, and following expiry of the twenty-four (24) month period, to perform the duties of any occupation for remuneration or profit within the range of the member's education, training or experience. No consideration will be given to the availability of such occupation.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Corporation retains the sole right to manage all services and direct the employees, including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its full-time Fire Fighters for just cause. A claim of discriminatory promotion, demotion or transfer or a claim that any full-time Fire Fighter has been discharged, penalized or suspended without just cause shall be the subject of a grievance and dealt with as provided herein.

ARTICLE 5 - DEPARTMENTAL RULES

- 5.01 All full-time Fire Fighters, while on duty, shall be governed by the rules and regulations of the Department, as established and published by the Fire Chief from time to time, provided however, they are not in conflict with the provisions of this Agreement. Any employee that is to be disciplined shall have the right to be accompanied by a union representative. Each employee shall be given, and sign for a copy of the departmental rules.
- 5.02 Whenever the Chief, or his designate, calls a member of the Association to a meeting involving disciplinary action, or potential disciplinary action, the Chief or his designate shall advise the member that he/she is entitled to have a member of the Executive in attendance at the meeting. Such meeting, once requested, shall take place as soon as possible, at a time mutually agreed to by the parties.
- 5.03 Notwithstanding the requirements of 5.02 it is understood that there may be occasions where an employee must be relieved of duty prior to the disciplinary discussion.
- 5.04 The employee shall have the right to review his/her personnel file. The employee shall arrange a suitable time with the Human Resources Department, and their direct supervisor, that will allow a reasonable length of time for the review to be completed during regular business hours. An employee shall have the right to obtain a copy of any material contained in his personnel file.
- 5.05 A verbal or written warning notice shall be removed from an employee's file, provided the employee has had **no warning notices** for a period of **twenty-four (24)** months.

ARTICLE 6 - ASSOCIATION MEMBERSHIP AND CHECK-OFF OF ASSOCIATION DUES

- 6.01 All full-time Fire Fighters that are now members of the Association shall remain members thereof and new full-time Fire Fighters of the Department shall become members of the Association within the first thirty (30) days of their employment. Membership in the local Association by a probationary firefighter shall, in no way, negate management's full rights to discipline or terminate the employee prior to the completion of his/her probationary period. All

full time Fire Fighters shall pay Association dues and assessments as levied by the Association upon the completion of thirty (30) days of employment.

- 6.02 The Corporation will deduct Association dues from the bi-weekly pay of each member. The annual amount will be one percent (1%) of the annual wage of a First Class Fire Fighter/Inspector rounded off to the nearest one thousand dollars (\$1,000.00) below the current wage. The annual amount will then be divided by twenty-six (26), the sum being the amount to be deducted bi-weekly. Amounts so deducted will be forwarded by the fifteenth day of the following month to the Treasurer of the Association. It is understood that tax receipts for dues paid will not be issued by the Association.
- 6.03 The Association will save the Corporation harmless from any and all claims which may be made against the Corporation for amounts deducted from the employee's pay as provided for in Section 6.02.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 Because of the nature of the employment, the parties agree that no strike or lock-out shall occur during the life of this Collective Agreement or renewal thereof, and the Association shall not participate in any sympathy strike in support of other organizations.

ARTICLE 8 - HOURS OF WORK

- 8.01 (a) The work week, except for employees assigned float duties, as per Article 3.01 (b) and Article 8.03, shall be forty-two (42) hours averaged over a four (4) week period, based on the two (2) platoon system consisting of a ten (10) hour day and fourteen (14) hour night, on a schedule prepared by the Fire Chief, except as in 8.01 (b).
- (b) The Fire Prevention Officer will work a straight day schedule. The shifts will be 4 x 10 hours for four (4) weeks and 5 x 10 hours every fifth (5th) week in order to make up the 42 hour average work week.

WEEK #	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL
1 st week	D	D	D	D	D			
	10	10	10	10	10			50
	MON	TUES	WED	THURS	FRI	SAT	SUN	
2 nd week				N	N	N	N	
				14	14	14	14	56
	MON	TUES	WED	THURS	FRI	SAT	SUN	
3 rd week						D	D	
						10	10	20
	MON	TUES	WED	THURS	FRI	SAT	SUN	
4 th week	N	N	N					
	14	14	14					42
	4 week total hours = 168..... Average = 42 hours							

- 8.02 Nothing in the above schedule of hours of work will prevent the Fire Chief granting the request of any two (2) Fire Fighters to change shifts or days off, regardless of rank, as long as there is no additional cost in wages incurred by the Town.
- 8.03 The work week for employees assigned float duties shall be forty-two (42) hours on a schedule approved by the Fire Chief.
- 8.04 The hours and days of work of each employee shall be posted in an appropriate place at least four weeks in advance, when more than three (3) employees are affected by the change.
- 8.05 a) Any shift requiring coverage within this time frame, shall be filled by an available float, as per Article 8.03. Should a float not be available, the shift may be filled by another member who has met the minimum level of qualifications.

- b) Where there is no qualified member on duty then the agreed upon call back procedure as outlined in Article 8.06 shall apply.

8.06 When management requires staffing to cover a shift, or any part thereof, overtime shall be offered in accordance with the following call-back procedure;

- a) A float will be used to cover the shift whenever possible, as per the contract.
- b) When a float is not available call-back will be on an availability basis and also based on the role of the absent employee, ie: a firefighter to cover a firefighter, a captain to cover a captain, or an acting captain to cover either a firefighter or a captain.
- c) The first call will be to members of the off duty shifts. Then to those who may be off on holidays, lieu time, etc. For purposes of this Appendix, an "off duty shift" shall be defined as a shift where an employee can cover an overtime request without working a twenty-four (24) hour period.
- d) An employee may accept only one shift of overtime when coverage is required for more than one shift. The Duty Officer will then continue to call available personnel until all shifts are covered. If the Duty Officer is unable to cover all shifts an employee may accept a second shift of overtime.
- e) After one shift of overtime an employee's name and the date of the shift coverage will be put on an overtime list. All efforts will be made to fill any other overtime shifts with other available personnel.
- f) The Duty Officer, acting on management's behalf, is responsible to call the phone numbers (home, cellular, etc.) listed on the personnel phone list. A message will be left advising of the overtime request, but the Duty Officer may continue down the call-back list until an employee is contacted in person. If the person who received the message

calls back to accept the overtime and it has already been filled that person shall be deemed to have been unavailable to accept the overtime.

- g) The overtime list will be posted in the Duty Office and revised after each incident of overtime showing who covered the overtime.

ARTICLE 9 - OVERTIME

9.01 When an employee is required to work beyond his normal work day or work week, he shall be paid at the rate of time and one-half (1 1/2) per hour at his present salary for each hour worked. Hourly rate to be calculated at 1/2184 of the employee's straight time annual salary.

9.02 Subject to the Fire Chief's approval an employee may take time off duty in lieu of the overtime payment for a period equal to the overtime premium. An employee shall be permitted to accumulate overtime hours to be taken as time off duty, at the appropriate overtime rate, up to a maximum of sixty-two (62) hours. Subject to the Fire Chief's approval an employee may request additional hours to be banked.

ARTICLE 10 - CALL-BACK

10.01 In the event of a call-back the employee will be paid at the rate of time and one-half (1 ½) of his regular hourly rate. For fire and emergency situations a minimum of two (2) hours pay, at the hourly rate of time and one-half (1 ½) per hour will be paid on all such call-backs, unless more than one (1) call-back is made within the two (2) hour duration and in such case the two (2) hour minimum will be paid once. Hourly rate to be calculated at 1/2184 of the employee's straight time annual salary.

10.02 Subject to the Fire Chief's approval an employee may take time off duty in lieu of the overtime payment for a period equal to the overtime premium. An employee shall be permitted to accumulate overtime hours to be taken as time off duty, at the appropriate overtime rate. Total accumulation will not exceed sixty-two (62) hours including the hours referred to in Article 9.02,

except with the approval of the Fire Chief.

ARTICLE 11 - SALARIES

11.01 The following salary schedule is for the period [January 1, 2011](#) to [December 31, 2013](#):

CLASSIFICATION	ANNUAL SALARY		ANNUAL SALARY		ANNUAL SALARY		% OF FIRST CLASS
	01-Jan- 2011	01-Sep- 2011	01-Jan- 2012	01-Sep- 2012	01-Jan- 2013	01-Sep- 2013	
Platoon Chief	96,560	81,674	99,479	100,971	102,486	104,023	120%
Captain	92,537	93,925	95,334	96,764	98,215	99,689	115%
Firefighter/Inspector:							
1st Class	80,467	81,674	82,899	84,143	85,405	86,686	100%
2nd Class	72,420	73,507	74,609	75,728	76,864	78,017	90%
3rd Class	64,374	65,339	66,319	67,314	68,324	69,349	80%
4th Class	56,327	57,172	58,029	58,900	59,783	60,680	70%
Probation	48,280	49,004	49,739	50,486	51,243	52,011	60%

11.02 Retroactive pay will be paid on all hours worked from [January 1, 2011](#), up to the start of the pay period when the [January 1, 2011](#), annual salaries are made effective.

All hours worked during the above referred to period will include hours granted as paid vacations, hours granted as paid statutory holidays, lieu days and any leave of absence hours for which the employee received his regular normal pay.

Retroactive pay shall only be paid to those employees who are in the employ of and being paid

by the Corporation on the date of ratification of this renewal Collective Agreement and to employees who have retired since the expiry of the last ensuing Collective Agreement.

Retroactive pay will be made within two (2) pay periods of settlement ratification if the Collective Agreement is signed by both parties.

11.03 In the absence of an on duty captain, the designated acting captain performing the duties of a captain shall be paid at the captain's rate. For purposes of this clause, absence of an on duty captain shall mean if the captain is out of town or on approved time off where the captain is not available.

11.04 Employees who are required by the Fire Chief to perform standby duty shall be paid one (1) hour at straight time for each shift of standby duty.

ARTICLE 12 - TIME OF PAY

12.01 Employees will be paid bi-weekly on Thursday. Any pay falling due during an employee's vacation period shall be paid to the employee prior to leaving on vacation, providing at least one (1) pay period's notice is given before the normal pay day.

ARTICLE 13 – RECOGNITION PAY

13.01 Recognition pay for Firefighters (which includes all ranks and divisions) will be applied to the 1st Class Fire Fighter rate, and that dollar value shall be added to the salary for Captains and Platoon Chiefs. Such service recognition shall be paid on the next full pay period that the employee completed the eligible years of service and shall be payable bi-weekly in accordance with the normal pay practices.

The service recognition premium shall be based on a percentage of the 1st Class Fire Fighter rate as follows:

Upon completion of eight (8) years of service three (3) percent

Upon completion of sixteen (16) years of service six (6) percent

Upon completion of twenty-three (23) years of service nine (9) percent

13.02 In order to be eligible to receive the Recognition pay referred to above, the member must:

- a) Be at least a first class firefighter who has completed the requisite years of service as a firefighter with the Cobourg Fire Department for members employed on the date of ratification of this contract.
- b) Undergo a bi-annual physical examination by a qualified medical practitioner that confirms medical suitability for their position.
- c) Have no suspensions in the past 12 months. Should a member in receipt of recognition pay be suspended, ninety (90) days loss of recognition pay shall become effective upon the date of suspension.

13.03 Recognition pay shall qualify as pensionable earnings and be included in the calculation of payments for pension contributions, overtime taken as time off, vacation and statutory holiday pay taken as time off, the schedule of benefits for income security (Short Term Disability), Long Term Disability benefits, maternity or parental leave entitlements, Workplace Safety Insurance Board benefits. Recognition pay shall not be included in the calculation of the hourly wage rate for purposes of overtime payout, acting pay, annual statutory holiday payouts or dependent's benefit supplementary monthly top-up payment as described in Article #19.01 (a).

ARTICLE 14 - SERVICE CREDITS

14.01 Subject to the provisions of this Article, "service credits" are allowed for periods during which the employee is actually at work for the Corporation, for periods during which the employee is absent and receives his regular pay for such absence, and for the following absences:

- (a) If granted an unpaid leave of absence by the Corporation, the employee will receive service credits for the first thirty (30) calendar days of such leave of

absence. Where any such absence exceeds the first thirty (30) calendar days the excess time will not be credited.

- (b) If absent from work because of lay-off, the employee will receive service credits for the first thirty (30) calendar days of the lay-off. If the lay-off exceeds the first thirty (30) days the excess time will not be credited as service credits.

14.02 When an employee returns to work after an absence which is the result of an accident or occupational illness incurred in the performance of his duties, he will receive service credits for all the time that he was unable to work due to the accident or occupational illness and for which he drew temporary total disability compensation from the Workplace Safety and Insurance Board.

14.03 Service credits previously accumulated will be lost whenever the employee:

- (a) leaves voluntarily;
- (b) is discharged;
- (c) is absent from work for more than one (1) full calendar week without satisfactory explanation;
- (d) is absent from work, with a leave of absence granted by the Corporation, for a continuous period of more than one (1) year because of personal unpaid non-occupational illness or accident and fails to keep the Corporation so notified monthly during the entire absence stating the probable date of his return to work. The Corporation may require satisfactory medical certification in the case of non-occupational illness or accident of more than thirty (30) calendar days;
- (e) is absent from work without satisfactory explanation beyond the period of any leave of absence granted to him by the Corporation;

(f) is absent from work because of lay-off for a continuous period of more than three hundred and sixty-five (365) calendar days.

g) [Continues to be totally disabled as per the definition described in Article 3.01 \(h\).](#)

14.04 Where an employee transfers from another Corporation Department to the Fire Department, he shall retain his accumulated service credits with the Corporation for the purpose of determining employee benefits, but his accumulation of service credits for the purpose of Article 15 - Promotions, Article 13 – [Recognition](#) Pay, Article 28 - Uniforms, and Article 31 - Lay-Off and Recall, procedure shall only begin from the date of his transfer to the Fire Department.

ARTICLE 15 - PROMOTIONS

15.01 The following classifications leading up to First Class Fire Fighter shall apply to all Fire Fighters provided the Fire Fighter passes appropriate examinations prepared by a committee comprised of the Fire Chief or the Deputy Fire Chief and a suppression Officer, and is recommended for promotion by the Fire Chief:

Probationary Fire Fighter	12 months
Fourth Class Fire Fighter	12 months
Third Class Fire Fighter	12 months
Second Class Fire Fighter	12 months
First Class Fire Fighter	

The Fire Fighter must attain a passing mark of seventy-five percent (75%) and no salary increase will take effect until he has successfully passed the examination. The examination may be conducted within one (1) month prior to the Fire Fighter's anniversary date of his current classification.

15.02 In the event a Fire Fighter fails to pass the required examination, he may try the examination again three (3) months from the date of the first examination. During the interval no salary adjustment shall apply. Should the Fire Fighter pass the re-examination, the qualifying seniority date of salary increase will only be effective from the date of re-examination. In the event of

failing the examination again the Fire Fighter may be dismissed at the discretion of the Fire Chief.

15.03 This Article deals with the method of appointing Officers below the rank of Deputy Chief.

(a) Any Fire Fighter having completed the twelve months continuous service as First Class with the Department may make application to the Fire Chief to qualify for promotion.

(b) Where an Officer's position below the rank of Deputy Chief becomes vacant and it is decided to fill the vacant position, the position shall be first offered to full-time Fire Fighters of the Department.

(c) The vacant position shall be posted for the Fire Fighters of the Department for a period of fifteen (15) days.

(d) A "Promotional Board" shall be established consisting of the Chief, Deputy Chief, H R Officer, and any alternate member appointed at the discretion of management when one of the above is absent. The Promotional Board shall interview each candidate's present and immediately preceding captain to obtain facts relating to performance, strengths and areas requiring improvement.

(e) In determining the qualifications of a Fire Fighter of the Cobourg Fire Department, the Fire Chief shall use the following factors and points:

Written Examination	40
Practical Examination	30
Interview	25
Personal Evaluation	15
Seniority (maximum ten (10) years - one (1) point per year)	10
Superior Rank	<u>5</u>
TOTAL	125

- (f) A Fire Fighter of the Department shall be deemed qualified to fill the foregoing position if he receives a minimum **ninety-five (95)** or more of the total points.
- (g) In the event candidates of the Department fail to achieve the required **ninety-five (95)** points, the Fire Chief, at his discretion, may provide a secondary examination.
- (h) If none of the full-time Fire Fighters of the Cobourg Fire Department who have taken the examination are qualified, the Fire Chief may attempt to fill the vacant position with a person who is not a full-time Fire Fighter of the Department.
- (i) All promotions with the exception of Acting Captain, shall be subject to a probationary period of not more than twelve (12) months during which the promotion may be reversed at the discretion of the Fire Chief provided that this discretion shall not be exercised in an arbitrary or discriminatory manner.
- (j) The probationary requirements for Acting Captain shall be a minimum of twelve (12) months and sixty (60) days acting.
- (k) When a Captain's position becomes vacant and there is only one (1) Acting Captain who is eligible to fill that position he/she shall be promoted to that position without competition, and shall be subject to Article 15.03 (j).
- (l) When there are more than one (1) Acting Captains eligible to fill a vacant Captain's position a competition shall be held open to those eligible Acting Captains.
- (m) When there are no Acting Captains eligible to fill a vacant Captain's position then a competition shall be held which will be opened up to First Class Fire Fighters meeting requirements of 15.03 (a).
- (n) An Acting Captain who is eligible shall have met the requirements of 15.03 (k).

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The following days will be recognized by the Corporation as statutory holidays:

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

16.02 In lieu of time off on the above statutory holidays, each employee shall be entitled to twelve (12) shifts off with pay.

16.03 Subject to Clause 17.08 (b), each employee may submit a request for statutory holiday lieu time to the Fire Chief for approval. Approval will not be arbitrarily withheld.

16.04 The statutory holiday entitlement referred to in Section 16.02, above, for any calendar year, must be completed by March the 31st of the following year. However, each employee will be paid for the number of days accumulated to his credit providing the employee has taken at least five (5) statutory holiday lieu days off by March the 31st of the following year.

A day's pay for each statutory holiday lieu day, other than those employees working on straight day shifts, shall be computed at a daily rate of 1/182 of the employee's straight time annual salary that he was being paid during the year in which the statutory holiday occurred.

16.05 Where an employee's service is terminated before December the 31st, the twelve (12) working days entitlement, referred to in Section 16.02, shall be on a pro rata basis.

ARTICLE 17 - VACATIONS

17.01 Vacations with pay will be granted to employees in accordance with the following schedule:

<u>Year of Service Credits as of End of Vacation Year</u>	<u>Vacation</u>
1 year	2 weeks
4 years	3 weeks
10 years	4 weeks
15 years	5 weeks
25 years	6 weeks

17.02 Except for employees covered under Section 17.03 of this Article, the vacation entitlement as set out in Section 17.01 above, will be based on the proportion of service credits accumulated at the employee's employment anniversary date based on years of continuous service.

17.03 The vacation pay will be proportion of service credits times the appropriate number of weeks as set out in Section 17.01 above, times the employee's normal salary. In any case, the vacation pay shall not be less than is stipulated in the appropriate provisions of the Employment Standards Act, as amended from time to time and Regulations issued there under.

17.04 (a) An employee who is granted an unpaid leave of absence for a period of more than fourteen (14) consecutive calendar days shall have his next year's vacation entitlement reduced in proportion to the total number of consecutive calendar days that he was absent from work.

(b) i) Employees absent from duty on Short Term Disability as referred to in Article 20.01 shall accumulate annual leave (vacation and paid holidays) credits.

ii) Employees absent from duty during periods of Long Term Disability as referred to in Article 20.02 shall not accumulate annual leave (vacation or paid holidays) credits.

- 17.05 The vacation year shall be the employee's anniversary date. Employees may carry over a maximum of one (1) week to the following vacation year at the discretion of the Fire Chief. All requests must be submitted to the Chief a minimum of thirty (30) days in advance.
- 17.06 Where in any vacation year an employee's service is terminated before he qualifies for his full year's vacation, the employee shall receive his vacation allowance for the time served during that vacation year on a pro rata basis.
- 17.07 Subject to Clause 17.08 (b), employees of the Department shall prepare a draft vacation schedule for the months of June, July and August by March 31st of each year for the Fire Chief's approval. For vacation during other months of the year, employees shall submit a request to the Fire Chief for approval. Approval will not be arbitrarily withheld.
- 17.08 Vacation entitlement shall be governed as follows:
- (a) Vacation entitlement shall be taken in complete weeks. A vacation week is recognized as one (1) work week as set forth in Article 8.01.
 - (b) No more than one (1) employee shall be absent from any shift due to vacation.
 - (c) Only one (1) work week greater than forty-two (42) hours shall be taken as vacation by employees entitled to two (2) weeks vacation; not more than two (2) work weeks greater than forty-two (42) hours by employees entitled to three (3) or four (4) weeks vacation, and, not more than three (3) work weeks greater than forty-two (42) hours by employees entitled to five (5) or more weeks vacation.
 - (d) An employee's absence from work due to illness, short or long term disability shall not effect another employee from the same platoon from taking regularly scheduled vacation. The Chief will use a float to cover the requested time off. Otherwise, the requested time off will be covered by offering overtime according to a mutually agreed upon call back schedule. If overtime is refused by all members the Chief

has the right to refuse the time off.

17.09 If a member is injured or incapacitated due to either a Workplace Safety and Insurance Board claim or a long term disability claim before the commencement of his annual vacation, and such injury or illness continues into any portion of the annual vacation, the member shall be reassigned annual vacation at a later date through the mutual consent of the member and the Fire Chief.

ARTICLE 18, 19 and 20 -- BENEFIT PLANS

The Corporation's obligation with respect to all group benefits is limited to the payment of the appropriate premiums. The Corporation is not an insurer as to the benefits provided and the exact terms and conditions of the coverage must be ascertained from the provisions of the particular policies of the insurer.

18.01 The Corporation agrees to contribute one hundred percent (100%) of the cost of the billed premiums for a **group** term life insurance plan and accidental death and dismemberment plan for all full time **eligible firefighters** who are on the active payroll. The amount of life insurance **and accidental death and dismemberment coverage** shall be **one and one-half (1.5) times the firefighter's annual salary rounded to the next highest one thousand dollars (\$1,000); minimum of one hundred thousand dollars (\$100,000).**

18.02 (a) The Corporation agrees to contribute one hundred percent (100%) of the cost of the billed premiums for a major medical health plan including the following for all full-time employees of the Department who are on the active payroll:

- Vision Care**
- i) **Three hundred and fifty dollars (\$350.00)** per family member every twenty-four (24) months including laser eye surgery
 - ii) **Seventy-five dollars (\$75.00)** per family member every twenty-four (24) months for eye exams.

Chiropractic – Four hundred dollars (\$400.00); effective January 1, 2012 - four hundred and fifty dollars (\$450.00); effective January 1, 2013 - five hundred dollars (\$500.00) per family member per year.

Massage Therapy – Four hundred dollars (\$400.00); effective January 1, 2012 - four hundred and fifty dollars (\$450.00); effective January 1, 2013 - five hundred dollars (\$500.00) per family member per year.

Physiotherapy -- Five hundred dollars (\$500.00); effective January 1, 2012 - six hundred dollars (\$600.00) per family member per year

Chiropodist/Podiatrist and Osteopath – four hundred dollars (\$400.00) per family member per year.

Accupuncture -- six hundred dollars (\$600.00) per family member per year

- (b) The maximum prescription dispensing fee shall be capped at fifty cents (\$0.50) greater than the lowest prescription dispensing fee available within the Town of Cobourg.
- 18.03 The Corporation agrees to contribute one hundred percent (100%) of the cost of the billed premiums for a Manulife Dental Plan Number Nine (9), or equivalent, and fifty percent (50%) of the billed premium for Rider No. 3 to a lifetime maximum of two thousand, five hundred dollars (\$2,500.00) for all full-time employees of the Department who are on the active payroll.
- 18.04 For the purposes of 18.02 and 18.03, "active payroll" is any employee of the Department receiving full salary from the Corporation for the performance of duties outlined within the employment relationship for which the employee is hired including that time the employee is absent on approved short term disability benefit and the first twenty-four (24) months on long term disability benefit as dictated by this Agreement.
- 18.05 (a) The Corporation will provide an option to all employees who retire on an unreduced

pension from the Ontario Municipal Employees Retirement System to the age of sixty-five (65) years to continue the Group Life Insurance Plan upon payment of one-half (1/2) the cost of the billed premium by the retired employee and to continue the Group Major Medical Plan including drugs at the Corporation's cost providing the employee is eligible to participate in the plans.

- (b) The Corporation will provide an option to all employees who retire on an reduced pension from the Ontario Municipal Employees Retirement System to the age of sixty-five (65) years to continue the Firefighter's life insurance, major medical and dental plans at one hundred percent (100%) cost to the retiree.

18.06 Where an employee is killed or dies as a direct result of injuries received in the performance of his duties as a member of the Fire Department, leaving a spouse and/or any dependent child or children, the Corporation's share of the premium costs of obtaining the insurance benefits provided for in this Article, as at the time of death of the deceased employee, will be extended to cover the spouse and/or dependent child or children, as the case may be, for a period of twenty-four (24) months following the death of the deceased employee.

18.07 Should there be a change in benefit carrier for any, or all, of the employee benefits set forth in this Collective Agreement, such change of carrier shall not itself result in an overall reduction in benefit levels.

18.08 It is understood and agreed that the obligations imposed on the Employer by the provisions of Articles 18 and Article 27 extends to the payment of the premiums on behalf of employees only, and that the Employer shall not be deemed to be an insurer or in any way liable to pay the benefits provided for herein, unless a denial of payment arises as a result of the Employer's failure to pay its share of premiums.

ARTICLE 19 - DEPENDENTS BENEFITS

- 19.01 (a) Where a member is killed or dies as a direct result of injuries received in the performance of the member's duties as a Fire Fighter, leaving a spouse and/or any dependent child or children, the Corporation shall pay to such spouse and/or dependent child or children, as the case may be, a supplementary monthly top-up payment, in an amount which, when taken together with all other sources which the Corporation has contributed (O.M.E.R.S., Canada Pension Plan, Workplace Safety and Insurance Board, U.I.C. and the return on a reasonable investment of the proceeds of the life insurance policy) will equal one hundred percent (100%) of the disposable after-tax income of the deceased member based on the member's annual salary, **excluding recognition pay**, at the time of death and thereafter upon the annual salary, **excluding recognition pay**, the deceased member would normally have received resulting from any negotiated revisions to the Agreement between the Corporation and the Association.
- (b) The supplementary monthly top-up payments, provided for in Article 19.01 (a), in the case of a spouse and any dependent children, shall continue until, but cease upon:
1. The date upon which the deceased member would normally have retired (retirement age) and commenced to receive normal pension payments.
 2. The date that such spouse remarries or co-habitats with a partner for a period greater than one (1) year.
- (c) Should a spouse, who is properly entitled to the supplementary monthly payments provided for in Article 19.01 (a), die leaving a dependent child or children, as defined in Article 3.01 herein, the payments shall be made as provided for in Article 19.03.
- 19.02 (a) The Corporation will provide those benefits under Articles 18.02 and 18.03 of this Agreement to a spouse and dependents who is receiving a supplementary monthly top-up payment provided above.
- (b) These benefits shall continue at the annual amounts the deceased member would have normally received resulting from any negotiated revisions to the Agreement between the

Corporation and the Association. They shall cease, however, upon the event that such spouse remarries, co-habitats with a partner for a period greater than one (1) year, or when such spouse reaches the age of sixty-five (65) years. They shall also cease for such dependent children when they cease to be dependent as herein defined.

- 19.03 (a) Any supplementary monthly payments being made for the benefit of a surviving child or children of a deceased member, or the spouse of such deceased member, shall be made payable to or for the benefit of such child or children to a guardian or other legal representative, or to the Public Trustee, until such time as such child or children are no longer dependent, as defined in Article 3.01.
- (b) In the case where there is more than one (1) dependent child, as defined in Article 3.01 herein, the supplementary monthly benefit shall be divided **equally among** the deceased member's eligible dependent children, as defined in Article 3.01 herein.
- (c) Should an eligible dependent child, as defined in Article 3.01 herein, become totally disabled as defined in Article 3.01, then such dependent child is deemed to be under twenty-one (21) years of age for so long as the total disability continues for O.M.E.R.S. purposes.

ARTICLE 20 - DISABILITY INCOME BENEFITS

The Corporation will provide disability income benefits as outlined below.

20.01 Short Term Disability Benefits

The Corporation shall provide a Short Term Disability Benefit, for regular full time employees only, being a continuation of an employee's salary and will be payable for each separate disability cause for both illness and occupational injury. It is understood and agreed that for any illness in excess of three (3) days an employee making a claim shall be obliged to provide a medical certificate signed by a duly qualified medical doctor attesting to the **general** nature of illness, the course of treatment and the prognosis for recovery. Benefits will be payable from the first day of

disability due to accident or illness, reduced by any Workplace Safety and Insurance Board benefits payable. Benefits will be reinstated in full after the employee has returned to continuous full time employment for a period of thirty (30) calendar days. Benefits paid to an employee shall not exceed eighty-five (85) working days or one hundred and nineteen (119) calendar days before returning to work, or commencing LTD, in any twelve (12) month period for any absences resulting from the same disability. It is recognized that there may be exceptional cases where additional days are warranted. Such extensions will be at the discretion of the Chief Administrative Officer. **It is understood that if the Corporation requires the employee to undergo a medical examination and/or to have medical or functional abilities information provided, the employee will first contact his/her family doctor or specialist providing treatment. When the required information is not provided in full or if the employee's limitations require a specialized assessment** the Corporation reserves the right to require the employee claiming benefits to undergo an independent medical examination by a **medical professional** of its choice. Coverage for Short Term Disability are in accordance with sub-paragraph (b) herein and are subject to the conditions set forth in sub-paragraph (a) herein.

(a) Conditions:

1. Prior service with the Town of Cobourg will be recognized.
2. Benefits will be payable for disabilities resulting from pregnancy, childbirth, miscarriage or abortion.
3. Notwithstanding Article 21.02 of this Agreement, the Corporation may require an employee to submit a new medical certificate signed by a duly qualified doctor after each **fourteen (14) calendar** days of absence.
4. Benefits are not payable for any period during which an employee engages in an occupation or employment for wage or profit.
5. **It is the responsibility of the employee to ensure that medical information required under this agreement is provided to the Corporation's H R Department and/or its insurers.** Benefits are not

payable to an employee who refuses to authorize disclosure or provide said medical information.

(b) Schedule of Benefits:

<u>Length of Service</u>	<u>Income Security Benefits</u>
Less than 1 year	1 day per month of service to a maximum of 9 days (1 day = 12 hours)
1 year, but less than 2 years	2 weeks full salary next 15 weeks 75% of salary
2 years, but less than 3 years	6 weeks full salary next 11 weeks 75% of salary
3 years but less than 4 years	12 weeks full salary next 5 weeks 75% of salary
4 years but less than 7 years	16 weeks full salary next 1 week 75% of salary
7 years and over	17 weeks full salary

(c) Absence Due to Medical Appointments

Employees are encouraged to schedule all appointments during non-work hours. When that is not possible the following rule shall apply:

1. The employee shall 'make-up' time absence for appointments with a 'local' professional under two (2) hours in duration. 'Local' shall be defined as within fifteen (15) km of their home or workplace. Dental checkups and other non specialized dental procedures should be performed by a local dentist. Therefore reasonable travel of less than (15) kilometers should be necessary. With the approval of their supervisor, absences shall be 'made up' with banked overtime hours.

2. When an employee must travel further than fifteen (15) km or is required to be absent longer than two (2) consecutive hours for a medical appointment / procedure; or for dental procedures that require a specialist or surgeon, this time shall be considered as paid absence due to medical appointment upon presentation of appointment card or other proof of appointment.
 3. When an employee has been administered a substance while at the dentist which could affect his ability to operate as a firefighter/inspector, he/she shall be entitled to the appropriate sick time off before return to work. A note from the dentist shall be provided.
- (d) When the Chief, or his designate, requires an employee to provide a Treatment Memorandum and Functional Abilities Report by a licensed medical professional the Corporation shall reimburse the employee for fees paid to the licensed medical professional for completion of the report upon presentation of a receipt. The report and receipt shall be submitted to the Human Resources Department.

20.02 Long Term Disability Plan

The Corporation shall provide a Long Term Disability Insurance Benefit wherein employees shall be eligible to collect L.T.D. Benefits from the 120th calendar day of disability through to age sixty (60) or retirement, or prior recovery or death. The plan will be integrated with the Short Term Disability Plan to ensure that there is no interruption of income. The full cost will be paid by the Corporation, but the premium will be added to the employee's earnings, resulting in a tax free benefit under current legislation.

The Corporation agrees to contribute one hundred percent (100%) of the cost of the billed premium for a long term disability plan which provides a benefit of sixty percent (60%) of monthly earnings up to a maximum of six thousand dollars (\$6,000.00) per month. The Association may examine the contract to ensure the level of benefit is maintained when a change in carrier occurs.

ARTICLE 21 – ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM PENSION

- 21.01 Every full-time employee shall, as a condition of his employment, become a member of the System immediately upon being put on the payroll.
- 21.02 Contributions are deducted from employees as set out in the Table of Employee Contributions issued by the Ontario Municipal Employees Retirement Board. The Town of Cobourg contributes an equal amount.
- 21.03 The normal retirement age for Fire Fighters shall be sixty (60) years of age but nothing herein shall prevent an employee from retiring at an earlier age in accordance with the provisions of the Ontario Municipal Employees Retirement System.
- 21.04 That any payments earned by employees after termination, e.g. retroactive pay, will not be considered as pensionable earnings if the amount is less than five hundred dollars (\$500.00).

ARTICLE 22 - WORKERS' COMPENSATION

- 22.01 In case of injury at work the employee shall complete a Town of Cobourg "Employee Incident/ Accident/ Injury/ Disease Report" at the time of the incident, or as soon as the employee is capable of doing so. Where a WSIB Employers Report of Injury/Disease (Form 7) is required, the employer will provide the worker with a copy of the completed form. Subsequently, the worker will provide the employer with a completed copy of the WSIB Worker's Report of Injury/Disease (Form 6).
- 22.02 Employees off work as a result of an accident or occupational illness incurred in the performance of their duties shall be provided with hospitalization and medical care as provided for by the Workplace Safety and Insurance Board.

- 22.03 Employees absent on a Workplace Safety and Insurance Board claim will receive one hundred percent (100%) of net take home pay as derived from base salary, recognizing that ninety percent (90%) of the net pay, as determined by the Workplace Safety and Insurance Board, is non-taxable at source.
- 22.04 Such payments by the Corporation shall continue only while the employee is receiving temporary total disability compensation from the Workplace Safety and Insurance Board, and shall terminate at such time as either an award for permanent total disability or permanent partial disability is made to the employee by the Workplace Safety and Insurance Board, or when the employee returns to active employment, whichever should first occur.

ARTICLE 23 - MODIFIED LIGHT DUTIES

- 23.01 In accordance with the Workplace Safety and Insurance Board Act, the Ontario Health and Safety Act and the Employment Standards Act, where possible an employee injured at work or on disability income benefits may be assigned modified/light duties on a temporary basis providing all of the following conditions are met:
- a) Where the employee is unable to return to his regular duties and modified light duties are available, the employee's physician will complete the Corporation's Treatment Memorandum and Functional Abilities Report (TM and FAR) indicating **whether or not** the employee is capable of returning to work with restrictions described.
 - b) Modified duties will be structured in accordance with information provided on the TM and FAR and a mutually agreed upon work plan will be developed in consultation with the Chief or his designate, the employee and, if the employee so chooses, a union representative.
 - c) Employees will be assigned duties within the Fire Service.
 - d) As the employee's condition improves, a further TM and FAR may be requested by the Chief at an interval not less than what is stated on the TM and FAR.

- e) Once an employee has been medically certified as fit for duty the employee will be returned to the position to which the employee was assigned prior to the temporary disability, unless in the interim, the employee has been promoted.
- f) At no time shall the employee attempt, or be required to attempt, to perform duties that will exceed the limitations outlined in the TM and FAR.
- g) The employee shall be paid his pre injury rate of pay for performing modified duties as long as his condition is classified as temporary.

23.02 When the Chief, or his designate, requires an employee to provide a Treatment Memorandum and Functional Abilities Report completed by a licensed medical professional the Corporation shall reimburse the employee for fees paid to the licensed medical professional for completion of the report upon presentation of a receipt. The report and receipt shall be submitted to the Human Resources Department.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 The Corporation will grant a leave of absence with pay to one (1) or more full-time Fire Fighters, chosen by the Association, for a maximum of ten (10) working days, in total, to attend a seminar or the annual convention of the Ontario Professional Fire Fighters Association. Granting of leave shall not result in reduction in service or minimum staffing levels as determined by management.

24.02 The Corporation shall provide on duty members of the Association's bargaining and grievance committees a paid leave of absence to attend scheduled meetings with management, including up to one (1) hour for preparation time.

All other Association business shall be conducted during off duty hours. Any exceptions shall be pre-approved by the Chief. Such requests shall not unreasonably be denied.

ARTICLE 25 - COMPASSIONATE LEAVE

25.01 The Corporation agrees that it is proper to grant leave of absence to employees and, where possible, employees will be granted such leave upon request.

25.02 (a) When death occurs to the current spouse or child of a regular full-time employee of the Department, the employee will be granted an appropriate leave of absence with pay at the normal rate of pay not exceeding five (5) consecutive scheduled work days, one (1) of which is for attendance at the funeral.

(b) When death occurs to a member of the current immediate family of a regular, full-time employee of the Department, the employee will be granted an appropriate leave of absence with pay at the normal rate of pay not exceeding three (3) consecutive scheduled work days, one (1) of which is for attendance at the funeral.

(c) In the event that three (3) days are not sufficient time to allow the employee to attend the funeral, further leave may be granted, without pay, at the discretion of the Chief after being reviewed by the Chief Administrative Officer.

(d) An employee's current immediate family is defined as including: father, mother, sister, brother, mother-in-law or father-in-law.

(e) When death occurs to a regular full-time employee's grandparent, the employee will be granted an appropriate leave of absence with pay at the normal rate of pay not exceeding (2) consecutive scheduled work days for attendance at the funeral.

(f) The Corporation may require proof of relationship and date of funeral.

ARTICLE 26 - ATTENDING AUTHORIZED COURSES

26.01 The Corporation and the Association recognize that continuing education is important for all

employees.

26.02 Employees assigned to attend and while attending any course relevant to the incumbent's classification and authorized by the Fire Chief shall be paid their straight time salary as well as expense allowance of forty dollars (\$40.00) per week for each week of attendance. The Corporation shall provide any necessary equipment and also accommodation and meals if not provided.

26.03 Where a member attends an authorized course during his regular scheduled day/s off, it is agreed that each day of the course that corresponds to a regular scheduled day off constitutes one work day and the member shall be granted a day off at regular pay. The day/s off may be taken either before and/or after the course.

ARTICLE 27 - LIABILITY INSURANCE

27.01 The Corporation shall provide and shall pay the full premium cost of liability insurance to cover awards for both property damage and personal injury damage which may be assessed against any employee including party and party costs, in any civil action against such employee while in the performance of his duties as a Fire Fighter.

ARTICLE 28 - LEGAL COUNSEL

28.01 The Corporation will pay the fees of Legal Counsel to represent any employee who may be sued in a civil action or charged with a criminal offence while acting in his capacity as an employee of the Town of Cobourg provided such suit or charge is dismissed. The Corporation shall choose the Counsel to represent the employee who may be involved after consulting with representatives of the Association.

ARTICLE 29 - UNIFORMS

29.01 All Fire Fighters, commencing with the accumulation of twelve (12) months of service credits, shall be supplied with the following at the Fire Chief's discretion:

- (a) One (1) complete standard dress uniform consisting of tunic and two (2) pairs of trousers, three (3) uniform shirts, two (2) black ties, one (1) hat with badge, and shoulder flashes for shirts, tunics, parkas and all-weather top coats.
- (b) One (1) hooded nylon parka not more often than every three (3) years.
- (c) One (1) all-weather top coat not more often than every five (5) years.
- (d) Two (2) sets of wash-and-wear fatigue clothing annually, consisting of one (1) shirt and one (1) pair of trousers. These will also be supplied to probationary Fire Fighters upon commencement of employment.
- (e) Uniform sweater not more often than every three (3) years.

29.02 The Corporation will provide up to a maximum of one hundred and fifteen dollars (\$115.00) per annum for each Fire Fighter, after he accumulates twelve (12) months of service credits, for the purchase of one (1) pair of black shoes and one (1) pair of black dress gloves.

29.03 If practical, the items mentioned in Section 29.01 will be supplied or provided on or before October the 1st of each year, and the items mentioned in 29.02 on or before the 1st of July each year.

ARTICLE 30 - PROTECTIVE CLOTHING

30.01 Each employee shall be supplied with the following fire fighting protective clothing:

- (a) one (1) complete set of approved bunker fire fighting clothing of a reasonable fit;
- (b) one (1) pair of approved fire fighting leather gloves;

- (c) one (1) approved fire fighting safety helmet;
- (d) one (1) [NFPA approved flash](#) hood head protection;
- (e) one (1) pair of approved fire fighting boots designed to wear with fire fighting bunker clothing.

Such protective clothing to be replaced as required.

ARTICLE 31 - UNIFORM CLEANING

31.01 The Corporation will pay each employee, after he accumulates twelve (12) months of service credits, the amount of two hundred dollars (\$200.00) per calendar year towards the cleaning of the employee's uniform. This payment is to be made on or before December the 1st of each calendar year.

ARTICLE 32 - LAY-OFF AND RECALL PROCEDURE

32.01 In the event of lay-off, total accumulated service credits with the Fire Department will govern on the following basis provided the application of this principle does not prevent the Fire Department from maintaining a working force of employees who are competent, available, capable and willing to perform the work which has to be done.

- (a) The employee with the least amount of accumulated service credits with the Fire Department will be the first to be laid off, providing the employee who is retained can perform the work of the laid off employee.

32.02 Employees laid off and on the recall list will be recalled in order of their accumulated service credits at the time of lay-off, providing they are qualified to do the work.

32.03 An employee who has been laid off will have his name retained on the recall list for a period of

two (2) years from the date of lay-off.

- 32.04 An employee will be deemed to have resigned if, after lay-off, he fails to acknowledge his availability to report for work within five (5) days after notice of recall is issued (excluding Saturday, Sunday and statutory holidays) and further, if he fails to report for work within ten (10) working days after notice of recall is issued.
- 32.05 Employees hired on the same day will be retained or laid off as applicable by the Fire Chief's evaluation of the employee's work performance record.
- 32.06 Employees on the recall list will keep the Department Administration informed of means of contact.

ARTICLE 33 - COMPLAINT/GRIEVANCE PROCEDURE AND ARBITRATION

- 33.01 The Association shall appoint a Grievance Committee of three (3) members and shall file notice annually with the Corporation of the names of the employees serving on the Grievance Committee. The Corporation shall also be notified of changes in the personnel of the said Grievance Committee which may take place from time to time.
- 33.02 No employee or group of employees shall be permitted to lodge a grievance with Council or any member of Council except as expressly provided herein.
- 33.03 Neither party shall communicate a grievance to the public press.
- 33.04 No grievance shall be considered where the circumstances giving rise to it occurred or originated or became known to the aggrieved employee more than seven (7) calendar days before filing of the grievance.
- 33.05 Prior to the filing of any grievance, complaints must first be submitted to the Chief, or designate in writing, for discussion and response. The Chief, or designate, shall provide a written response

to the complainant within two (2) days.

33.06 It is understood that the employee may choose to be accompanied by an Association Grievance Committee representative or member of the Association Executive when discussing their complaint as outlined in Article 33.05 with the Chief, or designate.

33.07 Should a grievance arise after the Chief or designate has had opportunity to respond to the complaint as outlined in Article 33.05, the grievance process shall be dealt with as follows:

Step # 1 The employee or a member of the Association Grievance Committee shall serve the grievance to the Chief, or designate, within seven (7) days of occurrence as per Article 33.04. The parties agree to meet and discuss particulars of the grievance within five (5) days from receipt of the grievance. The Chief, or designate, will render a decision in writing within two (2) days after the Step #1 meeting.

Step #2 If the Association wishes to proceed to Step #2, the Association Grievance Committee will present the grievance to the Corporation's Grievance Committee within five (5) days of receipt of the Step #1 decision. The parties agree to meet and discuss particulars of the grievance within five (5) days after receipt of the Step #2 grievance. The Corporation's Grievance Committee will render a decision in writing within five (5) days after the Step #2 meeting.

Step #3 Failing settlement at Step #2 either party may, within seven (7) days of the meeting referred to in Step #2, provide notice of the intent to proceed to arbitration as provided for by the Fire Protection and Prevention Act, and amendments thereto.

33.08 In cases where a group of employees have an alleged grievance, it may be taken up by the Association's Grievance Committee starting at Step #2.

33.09 Any difference arising directly between the Association and the Corporation concerning the interpretation or alleged violation of the terms and provisions of this Collective Agreement may be submitted to either party by the other at Step #2.

33.10 In determining the time within which any Step is to be taken under [Articles 33.05 and 33.07 above](#), Saturdays, Sundays and statutory holidays shall be excluded.

33.11 Time limits referred to in this article may be extended by mutual agreement between the Grievance Committee and the Corporation's committee responsible for grievances.

ARTICLE 34 - COURT AND INQUEST APPEARANCE - OFF DUTY

34.01 Any member required to attend Court or an Inquest for the purpose of giving evidence as to the facts ascertained in the capacity of a member of the Fire Department as distinct from that of a Private Citizen, during what would otherwise be his off-duty hours, shall be paid at the rate of time and one-half (1 ½) per hour at his current salary, for the time between the commencement and the termination of the sitting or termination of his appearance. The member shall be guaranteed at least three (3) hours pay per diem.

34.02 When a member is on annual vacation or statutory holiday leave and is recalled for duty, for the purpose of honouring a subpoena, the member shall receive for the first call back eight point four (8.4) hours pay at double time his regularly hourly rate. Any subsequent days shall be paid in accordance with Article 34.01.

34.03 Each lost day of annual vacation or leave will be granted at a later date.

34.04 Travel expenses will be reimbursed upon presentation of receipts.

34.05 Any monies lost due to pre-arranged trips will be reimbursed upon presentation of proof of loss.

ARTICLE 35 - RIGHTS TO CLAIM FOR LOSS COMPENSATION

35.01 A member on Workers' Compensation as a result of an action involving a third party shall notify the Corporation in writing of his decision to take the benefit package of the Workplace Safety and

Insurance Board or not within thirty (30) days of the accident. No benefits will be paid to the member beyond the thirty (30) days unless such notice is received. If a member decides to take action against a third party, such action shall include the recovery of his full salary paid to him during a period of incapacity. The recovery shall be payable to the Corporation when received.

- 35.02 Sick leave or short term disability benefits may not be used where an accident or injury occurring while on duty results in lost time which was caused by a third party unless the member agrees in writing to permit the Corporation to subrogate its claim.

ARTICLE 36 - TRAVEL ALLOWANCE

- 36.01 An employee required by the Corporation to travel out of the County of Northumberland to attend any fire department related business, and with prior approval of the Fire Chief, shall be paid a travel allowance as per the Corporations mileage rate to the location of the course and return for one (1) round trip not more often than once weekly to one (1) driver when more than one (1) employee attends the course during the same week, unless the Fire Chief has given prior approval for more than one (1) driver. If the course is within the County of Northumberland and the employee is requested to travel to the location daily, he will be paid for a round trip daily at the above noted rate.

ARTICLE 37 - CONTRACTING OUT

- 37.01 The Corporation agrees that no employee will be laid off by reason of contracting work outside of the bargaining unit which would normally be performed within the bargaining unit.

ARTICLE 38 - COPIES OF AGREEMENT

- 38.01 The Corporation will supply the Association with a sufficient number of copies of each new Agreement for each employee and one copy of the new agreement on computer disc.

ARTICLE 39 - TECHNOLOGICAL CHANGE

39.01 In the event that the Corporation intends to introduce or implement a technological change within the Department which will cause layoffs, the Corporation will, by written notice, advise the Association of the planned change at least ninety (90) days prior to its introduction. Such notice shall contain the relevant information respecting:

- (1) the nature and degree of change,
- (2) the date or dates on which the Corporation plans to effect the change,
- (3) the location or locations involved,
- (4) the positions which will be affected.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will disclose to the Association the relevant information respecting the change. Thereafter, representatives of the Corporation will meet with the Association, if required to consult respecting issues related to the proposed layoffs.

ARTICLE 40 - SUBSTANCE ABUSE

40.01 Any employee imbibing in any intoxicating liquors or using illicit drugs while carrying out his/her active duties or while using the Corporation's equipment will be subject to instant dismissal. No employee shall report for their scheduled shift or respond to a fire call if their ability to perform the essential duties of a firefighter is diminished due to alcohol or illicit drugs.

ARTICLE 41 - DURATION

41.01 This Collective Agreement shall remain in force and effect from the first (1st) day of January, 2011, until the thirty-first (31st) day of December, 2013 and from year to year thereafter until replaced by a new Agreement, decision or award.

41.02 In the event that either of the parties proposes any changes or alterations to this Collective Agreement, such party shall deliver to the other party the details of the proposed changes or alterations within the period of October the 15th and October the 31st, and both parties shall thereupon negotiate in good faith in respect to the matters which it so proposes to change or alter.

SIGNED AT COBOURG, ONTARIO this _____ day of _____, 2011.

FOR THE ASSOCIATION,
LOCAL 1732

FOR THE CORPORATION

PRESIDENT

DEPUTY MAYOR

SECRETARY

CHIEF ADMINISTRATIVE OFFICER

TREASURER