COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF KENORA

-AND-

KENORA PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Term of the Agreement: January 1, 2006 to December 31, 2007
THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 134-2006

A BY-LAW TO AUTHORIZE THE EXECUTION OF A COLLECTIVE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF KENORA AND THE KENORA PROFESSIONAL FIRE FIGHTERS ASSOCIATION

WHEREAS it is deemed necessary and expedient to authorize the execution of a Collective Agreement between The Corporation of the City of Kenora and the Kenora Professional Fire Fighters Association;

NOW THEREFORE, the Council of the Corporation of the City of Kenora hereby enacts as follows:

1. THAT The Corporation of the City of Kenora hereby enters into a Collective Agreement with the Kenora Professional Fire Fighters Association for a term from January 1, 2006 to December 31, 2007 and this Collective Agreement forms part of this By-law as Schedule "A";

2. THAT the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute the Collective Agreement on behalf of the Corporation of the City of Kenora.

3. THAT this By-Law shall come into force and be in effect from and after the final passing thereof.


THE CORPORATION OF THE CITY OF KENORA:

.......................................MAYOR
David Canfield

.......................................D/CLERK
Paulette Grouda
COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF KENORA

-AND-

KENORA PROFESSIONAL FIRE FIGHTERS ASSOCIATION

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WHEREAS, the parties hereto have agreed to enter into these presents for the purpose of more effectually defining duties, privileges, working conditions and remuneration respecting the employment of the said employees,

NOW THEREFORE, this Agreement witnesseth:

ARTICLE 1:00 EMPLOYEES COVERED

The provisions of this Agreement shall apply to all employees of the Kenora Fire and Emergency Services except the Manager of Emergency Services and Deputy Chief and volunteer fire fighters.

ARTICLE 2:00 PROBATIONARY EMPLOYEES

Each employee shall be deemed to be a probationary employee for the first twelve consecutive months of his employment, and the provisions of this Agreement shall only apply to probationers if, and when, specifically provided for herein.

ARTICLE 3:00 RECOGNITION

The City recognizes the Association Committee, duly elected, as the exclusive bargaining agent for all employees of the Kenora Fire and Emergency Services with the exception of the Manager of Emergency Services and Deputy Chief and volunteer fire fighters and this Agreement shall be regarded as being applicable to all such employees. All Fire Fighters, as defined by Part IX of the F.P.P.A., employed by the Corporation within the Emergency Services Department covered by this Agreement who are now members of this Association in good standing and all new employees shall become members of the K.P.F.F.A.

ARTICLE 4:00 MANAGEMENT RIGHTS

The Association acknowledges that the City has the exclusive right to manage its business and direct the working force including making, amending and enforcing such reasonable rules, as shall from time to time be required consistent with the terms of this Agreement.

ARTICLE 5:00 EFFECTIVE DATE OF AGREEMENT

The City and the Association hereby agree, one with the other, to abide by the articles of this Agreement during the period of January 1, 2006 to December 31, 2007 and from year to year thereafter, subject to not less than sixty (60) days notice in writing being given by either party desiring a change in the Agreement.
ARTICLE 6:00 GRIEVANCE PROCEDURE

6:01 Grievance Procedures
The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible. Procedures for the arbitration process shall be in accordance with the Fire Protection and Prevention Act, Part IX, unless specifically provided for within this Agreement.

6:02 Time Limits
All time frames referred to in the Grievance Procedure Articles may be extended by mutual written agreement of the parties. In calculating working days with respect to the grievance procedure, Saturdays, Sundays and Statutory Holidays, as identified in this Collective Agreement, shall not be included. Failure of the member or the Association to meet time limits in processing the grievance will cause the grievance to expire and shall not be the subject of a new grievance. Failure of the Employer to meet its time limit shall permit the aggrieved member to take the grievance to the next succeeding step, providing he presents the grievance at the next step within four (4) working days after the expiration of the said time limit.

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than thirty (30) working days before the filing of the grievance with the Manager of Emergency Services.

6:03 Grievance Forms
All grievance forms shall contain one grievance. A written grievance shall contain a clear concise statement concerning the alleged grievance, the member(s) involved, the date on which the alleged grievance occurred, the clause(s) alleged to have been violated and the relief sought.

6:04 Group/Policy Grievance
The Chairman of the Grievance Committee, in writing to the Manager of Emergency Services, may lodge a Group/Policy grievance, which covers the interpretation, application, administration or alleged violation of this Agreement, for an Association member or group of members. A Group/Policy Grievance will be settled in the same manner as an individual employee grievance.

6:05
Step 1
The aggrieved member shall present the grievance in writing to the Association’s Grievance Committee who shall review the grievance with the aggrieved member and the Committee shall either withdraw the grievance or submit the grievance to the Manager of Emergency Services.
Step 2
In the case of a grievance, the Manager of Emergency Services shall, upon written request, accord the Grievance Committee of the Association, and if requested by either party, the Manager of Human Resources, a hearing within five (5) working days of his receipt of the grievance. The Manager of Emergency Services shall give a written decision within three (3) working days of the hearing.

Step 3
If the Manager of Emergency Services decision is not satisfactory to the Association’s Grievance Committee, the grievance may then be submitted to the City of Kenora Chief Administrative Officer or his/her designate within four (4) working days of receipt of the Manager of Emergency Services decision. The CAO or his designate shall convene a hearing with the Association Grievance Committee and, if requested by either party, the Manager of Human Resources, within four (4) working days of his receipt of the grievance. The CAO or his designate shall render a decision in writing within three (3) working days of the hearing.

6:06 Deviation from Grievance Procedure
After the Association has initiated a grievance, the Employer’s representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved member without the consent of the Association’s Grievance Committee. Violation of this section shall result in the grievance being forwarded to the next step.

6:07 Discharge and Disciplinary Cases
In all cases where a Firefighter covered by this Agreement has been discharged or disciplined without cause, such discharge or discipline shall be treated as a grievance if a written statement of such grievance is referred to the Grievance Committee at Step 1 of Article 6:05.

6:08 Arbitration
Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Grievance Committee may, within five (5) working days following receipt of the CAO decision, notify the employer in writing of its desire to submit the grievance to arbitration. It is understood that the Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration. If no such written request of the Association’s desire to proceed to arbitration is given to the CAO within the five (5) working day time limit, then the grievance shall deemed to have been abandoned.

If the grievance is not referred to arbitration within thirty (30) days following notice to the Employer of the Association’s desire to submit the grievance to arbitration, the grievance will be deemed to have been abandoned.
The employer and the Grievance Committee may agree upon a single Arbitrator instead of a three member Board of Arbitration. In such event, the referral to arbitration shall indicate the name of the proposed sole Arbitrator instead of the party’s nominee.

The Arbitrator/Arbitration Board shall convene a hearing and shall issue a decision. The decision shall be final and binding upon the parties and upon the member affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

It is understood and agreed that the Arbitrator/Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of a particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, as well as any violations of applicable legislation, shall be arbitrated.

The Arbitrator/Arbitration Board shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it nor make any decision inconsistent with it.

The Association and the Employer shall each be responsible for the fees and expenses of its own nominee and one half of the fees and expenses of the Chairman or Single Arbitrator.

6:09 Unjust Suspension or Discharge
A member who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all lost benefits and time in the amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension; or by any other arrangements as to compensation which is just and equitable in the opinion of both parties or in the opinion of the Arbitrator/Arbitration Board if the matter is referred to arbitration.

6:10 Employer Grievance
In the event the Employer wishes to submit a grievance alleging the violation of the Collective Agreement, the Manager of Human Resources may submit the grievance within fifteen (15) working days of them becoming aware of the incident giving rise to the grievance.

The Grievance Committee shall meet with the Manager of Emergency Services and the Manager of Human resources within ten (10) working days of receipt of such grievance. In the event that this meeting does not resolve the grievance, the Association Grievance Committee shall submit its reply in writing within five (5) working days. If the reply of the Association Grievance committee is not accepted, or if the Employer receives no written reply, the Employer may proceed with the arbitration process.
Within five (5) working days following receipt of the Association decision, the Employer must notify the Association in writing of its desire to submit the grievance to arbitration. If no such written request of the Employer’s desire to proceed to arbitration is given to the Association within the five (5) working day time limit, then the grievance shall deemed to have been abandoned.
If the grievance is not referred to arbitration within thirty (30) days following notice to the Association of the Employer’s desire to submit the grievance to arbitration, the grievance will be deemed to have been abandoned.

ARTICLE 7:00 SENIORITY

7:01 Seniority shall date from the time the employee last entered the service of the City as a fire fighter except as amended herein. In the event that any Fire Fighter covered by the Agreement should be promoted to a supervisor or confidential position beyond the scope of this Agreement, but still within the Kenora Fire and Emergency Services, and is later placed in a position within the scope of the Agreement, they shall return with the seniority that they left with, within a 90 day period.

7:02 Seniority lists shall be provided by the Manager of Emergency Services to the Association when requested by the Association.

7:03 When vacancy for probationary fire fighter occurs consideration shall be given to members of the volunteer staff, provided that they have the qualifications necessary, including a current Standard First Aid Certificate from a certified agency, and a minimum a valid “DZ” driver’s licence. When vacancies occur or new positions of a permanent nature are created in the Department other than probationary fire fighter, consideration shall be given to members of the K.P.F.F.A. These positions shall be posted internally for seven (7) days.

No position in the Department which has become vacant by reason of death, retirement, resignation, newly created position or dismissal of an employee who has not been reinstated, and which has not been abolished by the Employer, shall be left unfilled for a period of more than ninety (90) days, unless mutually agreed upon to extend such time.

7:04 In all cases of promotion, temporary or permanent, except promotions to positions excluded from the bargaining unit, the following factors shall be considered:
   (a) Enrollment at the Ontario Fire College or equivalent College with the intent to complete a recognized officers program;
   (b) Skills, training, experience and general work record;
   (c) Passing of an examination set out by the Manager of Emergency Services to determine competency;
   (d) Seniority;
   (e) Medical Fitness
   (f) All promotions will be determined by City Policy (HR 1-1)

7:05 Employees promoted or awarded new positions shall be given sixty (60) days in which to prove satisfactory and if failing to do so shall be returned to their former position without loss of seniority in such former position.
7:06 Any Fire Fighter below the rank of Officer who acts in the capacity of an Officer covered by this Agreement shall receive the wages of such Officer for the time the Fire Fighter acts in that capacity.

7:07 Any employee directed by the employer to attend training courses shall be paid an allowance of $12.00 per day while away from the City of Kenora to cover out of pocket expenses. Other related expenses shall be granted in accordance to the City of Kenora Expense Accounts and Mileage Allowance Policy HR 2-5. Effective for any travel after November 19, 2004.

7:08 In the case of personnel reduction the last fire fighter hired will be the first fire fighter laid off. In the event of recall, the last fire fighter laid off will be the first fire fighter recalled. A fire fighter will be deemed to have resigned if, after layoff, he fails to acknowledge his availability to report to work within five (5) days after notice of recall is issued (excluding Saturday, Sunday, and recognized holidays) and further, if he fails to report for work within ten (10) working days after notice of recall is issued. Notice of layoff shall be in accordance with the Employment Standards Act.

7:09 It is understood that a scheduled day of training would equal one working shift, be it either a day shift or a night shift.

Early in each calendar year, the Manager of Emergency Services and/or the Deputy Chief will determine which training courses are upcoming and which members of the Department they wish to have attend these courses. The Manager of Emergency Services and/or the Deputy Chief will choose members to attend training in a fair and non-discriminatory manner, with the intent that the courses chosen and the members that are chosen to attend training courses will benefit the City, based on budget limitations.

Management, as early as possible prior to each training course date, will contact the chosen candidate(s) and develop a mutually agreeable work schedule for the candidate(s) according to the Collective Agreement. Confirmed candidate(s) will post each training course in their platoon calendars as soon as possible in order to avoid conflict with platoon vacation scheduling. Members may choose not to accept the training offered if they are unable to attend due to a personal scheduling conflict and therefore must advise the Manager of Emergency Services and/or Deputy Chief within a reasonable amount of time that they are unable to attend. Once a member has committed to attend the training offered, only an unforeseen circumstance will forgive that member from attending the training.

ARTICLE 8:00 LEAVE OF ABSENCE

8:01 Any employee desiring leave of absence without pay may be granted such leave inssofar as the regular operation of the Department will permit, providing reasonable
notice is given to the Manager of Emergency Service. Such Leave of Absence shall not exceed what, in the opinion of the City, is a reasonable request.

8:02 The Manager of Emergency Services shall grant leaves of absence with pay to Association members who are appointed as delegates to attend conventions or other Association affairs. These leaves of absence shall not exceed forty-eight (48) hours in total for the bargaining unit as a whole. Effective January 01, 2001, a maximum of (3) three Association members shall be granted leave and would not suffer any loss of pay during meetings for the purposes of negotiations, up to and including conciliation hearings. Any member required to attend meetings with the Corporation shall be granted leave with pay to attend such meetings and shall not suffer loss of pay.

8:03 Seniority of permanent employees will continue to accumulate during Leaves of Absence of thirty (30) days or less. In the case of Leave of Absence without pay which exceeds thirty (30) days, seniority of permanent employees will be frozen for the duration of the Leave of Absence at the seniority attained prior to the Leave of Absence. In this case, all costs (employee and employer costs) of normal fringe benefits will be payable by the employee for a period in excess of thirty (30) days.

ARTICLE 9:00 BEREAVEMENT LEAVE

Any permanent employee will be allowed time off with pay, up to a maximum of three (3) shifts, in cases where such employee suffers a bereavement in the family in the loss of a parent, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents or grandchildren, provided that the employee attends the funeral.

ARTICLE 10:00 SAFETY PRECAUTIONS

The City shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of its employees. The City in accordance with the Occupational Health and Safety Act, specifically the Health and Safety Guidelines for Ontario’s Fire Service and financial approval by City Council, will provide training necessary for the Fire fighters to complete their tasks safely and efficiently. The Fire Fighters shall co-operate with the City in the prevention of accidents and maintaining a safe workplace.

(a) “For the year 2006 and 2007, in the consideration of the safety and well being of fire fighters in the performance of their duties and in consideration for the safety and well being of the citizens of the City of Kenora, the Corporation shall schedule at all times a minimum of three members for each of the four platoons. In the event of absences due to short term illness, annual vacation, training or other special leave, a minimum of two members shall work on a platoon.”
(b) The parties agree that the above clause (a) shall be removed at the expiry of this agreement December 31, 2007, unless otherwise agreed to be renewed by the parties.

ARTICLE 11:00 COUNCIL RESOLUTIONS

All resolutions of the City Council which have any bearing on this Agreement shall be forwarded to the Secretary of the Association by the City Clerk.

ARTICLE 12:00 VACATIONS AND HOLIDAYS

12:01 The following vacations with pay shall be granted annually to all employees having completed twelve (12) consecutive months of employment:

(i) After one (1) year – eighty-four (84) hours
(ii) After four (4) years – one hundred twenty-six (126) hours
(iii) After nine (9) years – one hundred sixty-eight (168) hours
(iv) After seventeen (17) years – two hundred and ten (210) hours
(v) After twenty-four (24) years – two hundred fifty-two (252) hours

12:02 In lieu of the following Statutory Holidays, each employee of the Department shall be entitled to eighty-eight (88) hours extra vacation for the following days: New Year’s Day, Good Friday, Easter Monday (Effective November 19, 2004), Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. Statutory holiday entitlement for new or terminating employees in any year shall be prorated to those holidays actually occurring during their term of employment.

12:03 Each employee shall receive one (1) additional working day with pay for each proclaimed holiday during the year.

12:04 In the event of a permanent employee leaving the service at any time of his/her holiday year before s/he has had his/her vacation, s/he shall be entitled to a proportionate payment of his/her salary or wages in lieu of such holidays. Where a member is on leave without pay from the City for a period in excess of thirty (30) calendar days in any year, his/her entitlement to extra vacation, as defined in Article 12:02 and 12:03 shall be prorated.

12:05 On the first day of December in each year, an Annual Vacation Planning schedule shall be posted in the Department, listing all employees employed within the Department and the vacation entitlements of each employee for the next calendar year. The schedule as arranged will be mutually agreeable between the Manager of Emergency Services and the Association.
ARTICLE 13:00 UNIFORMS AND CLOTHES

All Emergency Services personnel shall be supplied with dress uniforms and clothing as per the following schedule:

The following items are to be issued on an annual basis:

1. One Starfield jumpsuit complete with shoulder flashers or one set of Starfield fatigues consisting of two shirts and one pair of pants.
2. One baseball style fatigue cap
3. Two fire department style t-shirts
4. One pair of leather dress gloves or mitts

The following items are to be issued on a “as required” basis to be determined by the Manager of Emergency Services:

1. One pair of leather safety shoes or one pair of leather Gortex boots.
2. One dress uniform consisting of pants and tunic with shoulder flashers
3. One white dress shirt with shoulder flashers
4. One black uniform tie
5. One black leather uniform belt
6. One uniform summer cap
7. One uniform winter cap
8. One winter parka
9. One web belt to match Starfield jumpsuits
10. One pair of work coveralls
11. One wallet complete with badge
12. One photo identification to be re-newed every five years
13. One uniform sweater
14. One summer weight fatigue jacket

Clothing shall be approved by the Manager of Emergency Services and the Clothing Committee and should meet NFPA standards. Clothing to be issued shall be ordered before April 1st of each calendar year.

ARTICLE 14:00 HEALTH INSURANCE, GROUP INSURANCE, SICK LEAVE

14:01 All employees covered by this Agreement shall be entitled one hundred and forty-four (144) hours Sick Leave per year, to accrue at the rate of twelve (12) hours per month from the employee’s employment date.

14:02 Unused sick leave shall be accumulated from year to year without maximum.
Any member of the Department who may be absent from duty through sickness of any kind, shall be paid his/her regular wages. When his/her accumulated sick leave has been used up, Members of the Department will co-operate with the Manager of Emergency Services and may work in his/her place during the balance of his/her illness at no extra cost to the City. The Fire Fighter who was ill will repay the shifts to fellow employees on his/her regular days off.

An employee will be entitled to the foregoing accumulation of Sick Leave credits provided s/he has worked more than half of the working days in any calendar month, unless the absence is by reason of annual vacation or other circumstances which entitle his/her to Workers Compensation.

When an employee hired before January 1st, 1974 reached retirement age, or in the event of his/her decease, or in the event of termination of his/her employment after ten (10) years continuous service with the Employer, the Employer shall pay in cash to the employee, or his/her Estate, an amount equal to the employee’s salary, wages, or other remuneration, being one-half (1/2) the number of days of accumulated sick credit not to exceed the amount the employee would have earned in five (5) months, which is equal to nine hundred and ten (910) hours, at the rate received by him/her immediately prior to termination of employment.

Employees hired on or after January 1st, 1974 may accumulate Sick Leave credits for sickness purposes only. There will be no vesting of Sick Leave credits to provide these employees with a retirement gratuity, or a payment in the event of termination or death while employed.

The City will pay 100% of the cost of the Great West Life Vision Care Plan ($200.00 per family member every 24 months) Effective November 19, 2004.

The City will pay 100% of the monthly cost of the Great West Life (10-20) Extended Health Care Plan and Semi-Private Hospitalization and voluntary use of generic drugs.

Employees shall participate in a Group Life and Accidental Death and Dismemberment Insurance Policy with insurance coverage equal to twice the employee’s annual salary to the nearest $1,000.00. Employees will contribute to the cost of the plan at the rate of $.18 per thousand dollars insurance per month.

The City shall pay (100%) one hundred percent of the cost of the Great West Life dental plan #9 at the current O.D.A. rate and shall also pay (100%) one hundred percent of the premiums for Great West Life Rider #3 for all employees who have completed twelve months of service. The Dental Plan shall include a nine (9) month recall provision.

The City agrees to administer a Long Term Disability Plan, which would provide an employee (60%) sixty percent of the employee’s regular monthly earnings to a maximum of $3,000.00 per month. Such payments shall be made monthly to age 60
subject to the usual terms and conditions of such a plan. The Association agrees to pay (100%) one hundred percent of the monthly premium cost of this plan. The Corporation agrees to continue to pay its portion for the pension plan, vision care, extended health care, group life-accidental death and dismemberment, and the dental plan while an employee is on Long-term Disability for a period of twenty-four (24) months, or until they return to work or retire, which ever comes first.

14:11 It is agreed and understood that the City's obligation is the remittance of the premiums for the benefits as listed in this Agreement. Plans will be administered in accordance with the terms and conditions of the carriers of the plans. The Employer will notify the Association of any benefit changes. A copy of the covered benefits will form attachment “A”. If available, the employer will provide a copy of the “Master Policy” of all benefits to the Association.

14:12 The City may change the carrier of any plan at any time, provided only that the Association receives at least thirty (30) days notice of such change, and provided the benefits and terms and conditions are the same.

14:13 For those members who retire on a unreduced OMERS pension shall be entitled to receive the following benefits in accordance with the terms and conditions of the current Benefit Plan until age sixty-five (65) or until his/her death, which ever comes first:

- Great West Life (10-20) Extended Health Care (including semi-private hospitalization) and voluntary use of generic drugs.
- Great West Life Vision care Plan ($150.00 per family member every 24 months).
- Great West Life Dental Plan #9 at current O.D.A. rates. Rider #3, nine month recall provision.
- The benefits outlined above will not be available through the Corporation if the retired member can receive the benefit through a subsequent employer, spouse or through Federal or provincial legislation.

14:14 In the event of a line of duty death, benefits will continue to the surviving spouse until the age 65 and to dependents in accordance with the terms and conditions of the plans. If benefits equivalent to above benefits become available to survivors, then the City will not be liable to continue coverage of the benefits.

ARTICLE 15:00 HOURS OF WORK
Working schedule shall be forty-two (42) hours work week, on a work schedule agreeable to the Manager of Emergency Services and the Association.

ARTICLE 16:00 CALL BACKS AND OVERTIME
16:01 When for any reason an employee is called back to work, s/he shall receive time and one-half his/her regular rate of pay, with a minimum of two (2) hours for each such
call back, with the exception of hours between 12:01 a.m. to 8:00 a.m. when four (4) hour minimum call back shall apply.

16:02 When an employee is required to work beyond his/her normal work day or work week, s/he shall be paid time and one-half his/her regular rate of pay for all overtime worked.

16:03 In the event of an employee being required to attend court when off duty on other than their holidays, arising as a result of duties as a fire fighter for the Corporation of the City of Kenora, they shall be paid in accordance with Article 16:00 Call Backs and Overtime. In the event of an employee being required to attend court when off duty during the course of their holidays, including statutory holidays, arising as a result of duties as a fire fighter for the Corporation of the City of Kenora, they shall be paid for all time spent in attendance at the overtime rate as set above with a minimum guaranteed payment of eight (8) hours at said overtime rate for each such attendance. In addition they shall receive an additional day of holiday for each day or portion of a day that they are in attendance.

16:04 Lieu time at the premium rate (time and one half) may be taken instead of overtime pay at the premium rate. Accumulated lieu time (not annual vacation and stat time) may be carried over into the following year. The lieu time that is carried over shall be paid out at the premium rate if not used by March 31st of that year.

ARTICLE 17:00 DUES DEDUCTION

The City of Kenora Payroll Department, upon written authorization, shall deduct in each pay period Association dues from each member of the Association and will remit the sums so deducted to the Treasurer of the Association within two weeks from the date the payroll is paid for which those dues were levied. Said remittance shall be accompanied by a list of the names from whose salaries such deductions were made. The Association agrees to save the City harmless for all deductions made under this clause.

ARTICLE 18:00 SERVICE PAY

As a stimulus to continuation and an award for long service, each member of the Association shall be granted one service bar for every five years’ continuous service, and shall receive in pay therefore, the sum of six dollars ($6.00) per month for each bar. Employees hired on or after January 1, 1998, will not be entitled to Service Pay.

ARTICLE 18:01
Each member of the Association who rotates shifts will be paid a premium of $100.00 per annum, to be paid during the month of December each year.

ARTICLE 19:00 PENSIONS
ARTICLE 19:00 PENSIONS

It is agreed the Association and the City will take part in the Basic OMERS PENSION PLAN. Contributions to the plan will be in accordance with the provisions of the plan.

ARTICLE 20:00 SALARY SCHEDULE

The wage agreement hereunder shall be recognized by the Council of the City of Kenora and will take effect as of January 1, 2006 and continue in effect until December 31, 2007. Both parties agree to the following wage rates for the term of this agreement which will not preclude the parties from discussing the concept of police parity in future negotiations.

HOURLY RATESS BASED ON 2,184 HOURS ANNUALLY

<table>
<thead>
<tr>
<th>RANK</th>
<th>ANNUAL SALARY</th>
<th>BI-WEEKLY RATE</th>
<th>HOURLY RATE</th>
<th>OVERTIME RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain (110%)</td>
<td>$73,106.00</td>
<td>$2,811.77</td>
<td>$33.47</td>
<td>$50.21</td>
</tr>
<tr>
<td>1st. Class (100%)</td>
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<td>2nd. Class (90%)</td>
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<td>$2,300.54</td>
<td>$27.39</td>
<td>$41.08</td>
</tr>
<tr>
<td>3rd. Class (80%)</td>
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<td>$24.34</td>
<td>$36.52</td>
</tr>
<tr>
<td>4th. Class (70%)</td>
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</tr>
<tr>
<td>Probationary (60%)</td>
<td>$39,876.00</td>
<td>$1,533.84</td>
<td>$18.26</td>
<td>$27.39</td>
</tr>
</tbody>
</table>
ARTICLE 21:00 WORKERS COMPENSATION

If a member of the Association is eligible for Workers Compensation Benefits,
(1) Full Salary will be paid for eight months;
   (i) Difference between the regular salary and the compensation benefits will be
deducted from sick leave credits;
   (ii) Full salary will be paid for an additional 16 months with no deduction from
sick leave credits.
(2) The benefits received by the employee while on Workers Compensation shall be in
accordance with the WSIB Act;
(3) The Corporation agrees to pay its portion for the pension plan, vision
care, extended health care, dental plan and group life-accidental death and
dismemberment for a period of twenty-four (24) months, or until they return to
work, or retire, which ever comes first.

ARTICLE 22:00 TECHNOLOGICAL CHANGE

22:01 At least ninety (90) days prior to the introduction or implementation of substantial
technological change, or substantial changes in mechanization affecting employees,
the Corporation shall, by written notice, furnish the Association with the full
information of the planned change or changes. Such prior notice shall contain relevant
information respecting the nature and degree of change; the date or dates on which the
Corporation plans to effect the changes; the location or locations involved.

22:02 Within fifteen (15) days after the foregoing notice has been given, the Corporation
shall make disclosure to the Association of the effects of the change or changes on any
employee.

22:03 Following the said disclosure, representatives of the parties shall meet forthwith for
the purpose of negotiating with a view to resolving any issue which may concern the
employment status of any employee.

22:04 If agreement has not been reached within fifteen (15) days after disclosure by the
Corporation of the effects of the change or changes on any employee, either party may
submit any outstanding issue to a Board of Arbitration which shall be constituted in
the manner provided for by Part 9 of the Fire Protection and Prevention Act, R.S.O.,
1997.

22:05 No change shall be made in the employment status of any employee consequent upon
introduction or implementation of substantial technological change or substantial
changes in mechanization, until either the parties have reached an agreement through
negotiation, or the Board of Arbitration constituted hereunder has issued its award.
ARTICLE 23:00 INDEMNIFICATION

Where a member of the fire force is charged with criminal or statutory offence flowing from his/her duties, and is subsequently acquitted of such charges, the member shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the Solicitor's Act and incurred as a result of such charges. The Corporation further agrees that it will continue the coverage under its present existing general liability insurance or equivalent coverage protecting the fire fighters from any civil liability.

ARTICLE 24:00 SUCCESSOR RIGHTS

In the event that the Corporation participates in or is involved in any process which may lead to the possibility of amalgamation, consolidation or merger of the Corporation, the Corporation shall immediately inform the Association, providing full disclosure of such plans forthwith, which may effect this Agreement or the terms and conditions of employment of members of the bargaining unit.

ARTICLE 25:00 – CONTRACTING OUT

Except in the case of an emergency, and except to the extent of the current practice, including current practice as it relates to volunteer firefighters, 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.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR OFFICAL SEALS
ATTESTED THIS 25th DAY OF September, 2006

On behalf of The Corporation of the City of Kenora

On behalf of the Kenora Professional Fire Fighters’ Association

On behalf of the
PRESIDENT

SECRETARY