JANUARY 1, 2010 TO DECEMBER 31, 2012
COLLECTIVE AGREEMENT

THE CORPORATION OF THE TOWN OF SMITHS FALLS

AND

THE SMITHS FALLS PROFESSIONAL FIREFIGHTERS ASSOCIATION
I.A.F.F LOCAL 1593
FIRE AGREEMENT

THIS AGREEMENT made this 19th day of September 2011

BETWEEN

THE CORPORATION OF THE TOWN OF SMITHS FALLS

Hereinafter called the Employer of the First Part

AND

THE SMITHS FALLS PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 1593

Hereinafter called the Employees of the Second Part

WITNESSETH

That the parties hereto in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:
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ARTICLE: 1

PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, Employee benefits and general working conditions affecting Employees covered by this agreement, and to ensure that all reasonable measures are provided for the safety, and occupational health of the Employees and the efficient operation of the Fire Department.
FIRE AGREEMENT

ARTICLE: 2  APPLICATION

2.01  The provisions of this Agreement apply to the Association Employees and the Employer.
FIRE AGREEMENT

ARTICLE: 3

3.01 MANAGERIAL RESPONSIBILITIES

The Employee recognizes the right of the Corporation to hire, promote, demote, transfer, suspend or otherwise, discipline and discharge any Employee in the bargaining unit. Subject to the right of the Employees concerned to lodge a grievance in the manner and to the extent provided herein.
ARTICLE: 4

4.01 EMPLOYEES COVERED

All Employees of the Corporation’s Fire Department will be covered by this Agreement, with the exception of the Chief.

4.02

This Agreement shall apply to all Employees provided always that any new Employee shall be deemed to be probationary for the first twelve (12) months of their employment, and the provisions of this Agreement shall apply to probationers only specifically provided for.
ARTICLE: 5

RECOGNITION

5.01 The Employer recognizes the Employee as the exclusive bargaining agent covered under Article 4 of this agreement and Probationers in so far as wages and hours of work.

5.02 The employer will negotiate with the accredited representative of the Employee for the purpose of settling any disputes which may arise, as to wages, hours of work, or working conditions.

5.03 The Employer agrees that no discrimination will be practised by reason of any proper activity of the Employee.

5.04 The Employee agrees that no discrimination will be practised against non-members, or members of the Association.
ARTICLE: 6

6.01 COMPASSIONATE LEAVE

Compassionate leave, with pay, from work, shall be granted not exceeding three (3) working days to attend a funeral of a relative, for the purpose of this section, relative means: wife, husband, child, brother, sister, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, or a person standing in loco parentis. Special compassionate leave in excess of three (3) consecutive working days may be granted at the discretion of the Chief.

6.02 Compassionate leave shall be granted to a member for the purpose of attending the funeral services of a person not specified in Clause 6.01 with such leave not exceed one shift of duty, with the time charged as Statutory Holiday time.
ARTICLE: 7
7.01

FIRE AGREEMENT

SHORT TERM/LONG TERM DISABILITY BENEFIT
Short Term Disability shall be calculated as follows:

<table>
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<th>LENGTH OF SERVICE</th>
<th>100% OF SALARY</th>
<th>75% OF SALARY</th>
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<tr>
<td>2 months but less than 6 months</td>
<td>0 weeks</td>
<td>17 weeks</td>
</tr>
<tr>
<td>6 months but less than 1 year</td>
<td>1 week</td>
<td>16 weeks</td>
</tr>
<tr>
<td>1 year but less than 2 years 2 weeks</td>
<td>15 weeks</td>
<td></td>
</tr>
<tr>
<td>2 years but less than 3 years 3 weeks</td>
<td>14 weeks</td>
<td></td>
</tr>
<tr>
<td>3 years but less than 4 years 4 weeks</td>
<td>13 weeks</td>
<td></td>
</tr>
<tr>
<td>4 years but less than 5 years 5 weeks</td>
<td>12 weeks</td>
<td></td>
</tr>
<tr>
<td>5 years but less than 6 years 6 weeks</td>
<td>10 weeks</td>
<td></td>
</tr>
<tr>
<td>6 years but less than 7 years 7 weeks</td>
<td>8 weeks</td>
<td></td>
</tr>
<tr>
<td>7 years but less than 8 years 8 weeks</td>
<td>6 weeks</td>
<td></td>
</tr>
<tr>
<td>8 years but less than 9 years 9 weeks</td>
<td>4 weeks</td>
<td></td>
</tr>
<tr>
<td>Over 9 years</td>
<td>17 weeks</td>
<td>0 weeks</td>
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Each Employee’s allotment of 100% weeks would be based on a calendar year, and as such, would be automatically renewed on the first working day in January provided the employee is working on that day. Employees disabled and collecting short term or long term Disability benefits on the first working day of January would not be entitled to their new allotment of 100% weeks until they have returned to work in a medically certified full-time basis and are completely able to perform all the material and substantial duties of their regular occupation.

If an Employee runs out of 100% weeks, there would always be up to 17 weeks of disability coverage at 75% of earnings for any unrelated disability, due to accident or sickness. Successive absences from work due to the same disability would be considered to be in the same period of disability unless separated by ten (10) consecutive working days.

As a containment measure and to prevent potential abuse, the following stipulations would apply to the self insured disability benefit:

(a) **PROOF OF ILLNESS**
Any absence of more than three (3) consecutive working days, which are to be charged as sick leave, must be supported by a certificate from a duly recognized medical practitioner, stating that the Employee is unable to perform his/her duties. Failure to produce the required certificate(s) within five (5) working days of returning to work will result in the uncertified days of absence, being charged as leave without pay.

(b) **UNCERTIFIED ABSENCE**
More than seven (7) days of uncertified absence within the calendar year shall be charged as sick leave without pay.

(c) **PROGRESS REPORT RE: ILLNESS**
In any case of prolonged illness, the Employee shall submit such periodic reports on his/her condition, as the Town may require.

(d) The Town, upon suspecting abuse, would at its discretion have the right to have the Employee examined by another doctor.
ARTICLE 7
(continued)

(e) MEDICAL CERTIFICATE
Whenever the Fire Chief requests a Firefighter to produce a medical certificate while on short term disability benefits, the Corporation shall pay 100% of the cost related to the requested medical examination. (This provision does not apply to the cost of a medical certificate required under Article 7.01 a)

7.02 Long Term Disability Benefits will be all benefits covered by a group policy, Policy Number 155501 supplied by Great West Life to the policyholder (Corporation of the Town of Smiths Falls) to be maintained at the current year’s salary.

7.03 The Corporation agrees to pay one hundred percent (100%) of the cost incurred to maintain the benefits as set out in subsection 7.01 and 7.02 of Article 7.

7.04 The Corporation agrees to maintain and pay the premium for Ontario Hospital Plan and all Group Insurance Benefits following the commencement of Long Term Disability, until the employee returns to work or reaches retirement age at which time Article 11 Clause 11.04 becomes effective.
**FIRE AGREEMENT**

**ARTICLE: 8**

### STATUTORY HOLIDAYS

8.01 In the lieu Statutory and Declared Holidays each Employee will be entitled to twelve (12) working shifts off each year. The following days shall be considered as Statutory Holidays:

- New Year’s Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Other

The working shifts off in lieu of Statutory and declared Holidays set out in Article 8.01 may be taken by the employee in blocks not exceeding four (4) consecutive days, singly or one half (~) days at the Employee’s discretion provided that such working shifts off are satisfactory to the Fire Chief and that he is given forty-eight (48) hours prior notice. Half-lieu days (~) may be taken provided one (1) man remains on duty and that one-half (~) day is taken at the start or mid-point of the shift. All lieu days off shall be taken prior to December 15 in any year. An Employee who works on any Statutory or declared Holiday shall be paid one and one half (1 ½) times his normal wages for that day.

8.03 Each member of the Association would be permitted to receive holiday pay in place of Statutory Holiday lieu days, as presently set out in the Agreement, for not more than five (5) days at the Employee’s option and a further three (3) days with mutual approval of the Chief during each calendar year. The decision on days to be taken in this fashion is to be made by November 15th of each calendar year and payment is to be included in the first pay during the month of December.
ARTICLE: 9

9.01 VACATION LEAVE

All Employees covered by this Agreement will be entitled to vacation leave at the following rate:

(a) Two weeks per year after completing one full year of service.
(b) Three weeks per year after completing five years of service.
(c) Four weeks per year after completing ten years of service.
(d) Five weeks per year after completing fifteen years of service.
(e) Six weeks per year after completing twenty years of service.
ARTICLE: 10

PENSIONS / SURVIVORS BENEFITS

10.01 Each Firefighter shall be required to join the Ontario Municipal Employees Retirement System Basic Plan, Normal Retirement Age Sixty (60) and will be entitled to all of the benefits set out by the plan.

10.02 Both the Employer and the Employee shall make the appropriate Ontario Municipal Employees Retirement System contributions and shall be governed by the rules and regulations of the plan. Contributions to the Pension Plan will be paid fifty percent (50%) by the Employer and fifty percent (50%) by the Employee. Contributory earnings will include payments for the following: salaries, service pay, pay for acting rank and statutory holidays.

10.03 The Corporation agrees that the spouse of a member who is killed in the course of duty would be eligible to receive an annual allowance from the Employer under the terms and conditions herein set out:

(I) An annual payment equal to seventy five percent (75%) of the salary paid to a Firefighter of the same rank as set out in the collective agreement including regular adjustments as negotiated on an annual basis.

(ii) Such Annual payment by the Employer would be reduced by the amount of any pension received by the spouse from the Workplace Safety and Insurance Board, the Ontario Municipal Employees Retirement System or from any other source to which the Employer has contributed in whole or in part.

(iii) Such annual payment would continue until the date that Firefighter would have reached normal retirement date or until the spouse remarries, whichever first occurs. It is herein recognized that a spouse cohabitating with another person of the opposite sex whether inside or outside marriage will be treated as if remarried.
ARTICLE: 11

GROUP INSURANCE/RETIREE BENEFITS

11.01 The Employer agrees to pay one hundred percent (100%) of the cost of basic Ontario Health Insurance Plan.

11.02 The Corporation agrees to pay one hundred percent (100%) of the premium cost for a life insurance policy and accidental death and disability insurance policy equal to two (2) times the annual salary of the member rounded to the next higher one thousand dollars ($1,000.00) for all members of the Association.

11.03 The Corporation agrees to maintain the life insurance coverage provided for herein for all retired members under the limitations stipulated in clause 11.04, provided however that the employee shall pay the premium therefore following the date of retirement.

11.04 The Corporation agrees to pay one hundred percent (100%) of the premium cost of the supplementary hospital insurance coverage and one hundred percent (100%) of the premium cost of a drug and dental plan for each firefighter and their spouse for five (5) years from the date of the firefighter’s retirement or until the firefighter reaches sixty-five (65) years of age, whichever occurs first. The five year cap will be extended for members with a fully paid pension that retire before age sixty (60). This retiree coverage is provided to the extent that the firefighter has a minimum of twenty (20) years service with the Employer.
The wage rates for members of the Association for the current year or years shall be set out in Schedule A attached hereto.

Each member of the bargaining unit qualified by the service requirement will receive, in appreciation of long service, the following pay award annually, for fulltime services with the Smiths Falls Fire Department:

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<th>Year</th>
<th>8 Years</th>
<th>17 Years</th>
<th>23 Years</th>
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<tr>
<td>2010</td>
<td>1%</td>
<td>2%</td>
<td>3%</td>
</tr>
<tr>
<td>2011</td>
<td>2%</td>
<td>4%</td>
<td>6%</td>
</tr>
<tr>
<td>2012</td>
<td>3%</td>
<td>6%</td>
<td>9%</td>
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This rate shall be paid bi-weekly and shall be considered pensionable earnings. This is the salary that will be used to calculate all forms of pay such as overtime, vacation, statutory holiday pay, pension contributions and sick leave pay.

The Employer agrees to pay Employees a mileage allowance at the rate of forty ($0.40) per kilometre for use of the Employee’s vehicle. In addition the Employer will pay meal allowance of ten dollars ($10.00) for Breakfast, twelve dollars and fifty cents ($12.50) for Lunch and twelve dollars and fifty cents ($12.50) for Supper when the Employee is travelling. The Corporation shall maintain the current Corporate rate.

Any Employee who is required to work overtime shall be paid at the rate of one and one-half (1 ½) his normal rate of pay for each hour worked overtime and shall not be required to take off time to compensate for overtime work.

All employees will be called back on all general alarms and be paid a minimum of one (1) hour at one and one-half (1 ½) his normal rate of pay.

Every Employee who is posted by the Fire Chief or by the Town Council to act in the rank of an officer shall receive the rate of pay for such rank, while so acting. No one shall be posted to the rank of an officer other than a full-time Firefighter unless a full-time Firefighter is not available.

When an officer is not in attendance at a general alarm, the senior Firefighter on duty shall be in charge and shall be paid at a rate equal to that of the officer he is replacing for each hour or part thereof during which the department is at the general alarm or until command is transferred to a more senior Firefighter or Captain.

All off duty Employees who attend training periods set out by the Fire Chief will be paid at one and one-half (1 ½) time rate of pay.

The Employer will agree that the Employees attending the Ontario Fire College at Gravenhurst will not be required to attend at the Fire Hall during any regular shift between 6:00 p.m. on the Saturday preceding such attendance and 8:00 a.m. on the Monday following his return.
FIRE AGREEMENT

ARTICLE: 13

UNIFORM CLOTHING

13.01 New employees (if not a present volunteer) will be issued a dress uniform which will include:
One each: tunic, pants, cap, pea coat (OPP winter jacket), tie, dress gloves and spring and fall jacket.
Two Each: long sleeve dress shirts and short sleeve dress shirts.
These articles will be replaced on an as needed basis. Employees must return worn out articles for new.

Workwear will be handled as follows:
Replaced yearly: four (4) pairs of fatigue pant, one (1) sweater and four (4) shirts, choice of long sleeve or short sleeve shirts. (Orders will be made by March 1st)
Replace every one (1) year: boot reimbursement $250.00 and one (1) pair of galoshes
Replaced every three (3) years: winter coats
Replaced every year: gloves

Firefighting Protective Clothing: full issue on joining the department and replaced as required:
One (1) pair of boots, helmet, bunker gear, coveralls and gloves.

13.02 The Employer will pay for cleaning of one uniform per Employee each month. Cleaning bills are to be submitted to the Fire Chief monthly. The Employer may from time to time specify the cleaning establishment to be used.
ARTICLE: 14

14.01 **HOURS OF WORK**

Hours of work will be scheduled by the Fire Chief so that Employees, on a weekly basis, work an average of forty-two (42) hours per week on a two platoon system.
ARTICLE 15

DUES CHECK OFF

15.01 The Treasurer of the Corporation shall deduct and remit to the Association such dues as are from time to time levied by the Association from the pay of each Employee of the Association, upon receipt of the Employee’s written authorization to do so.

15.02 All present Employees of the Employer who are members of the Association, as a condition of continued employment, shall remain members in good standing of the Association, according to the Constitution and By-law of the Association. All new members, as a condition of continued employment, shall become and remain members in good standing of the Association within thirty (30) days of employment.
ARTICLE 16

16.01 The Employer recognizes its responsibility to an Employee who has a long service record and agrees to give consideration to the length of service of an Employee in all matters affecting him to the extent that, in its judgement circumstances will permit, having due regard to the Employee's operations.

16.02 Seniority, for the purpose of the Agreement, shall be determined by the credited continuous service as shown on the Employer's records.

16.03 Seniority shall govern on any promotion when work record and evaluation is equal.
ARTICLE: 17

**GRIEVANCE PROCEDURE**

17.01

Should an Employee (or group of Employees) be of the opinion that he (or they) have been unjustly, inequitably or illegally dealt with, in the performance of his duties or feel that he (or they) have a just cause for complaint with respect to any matters covered this Agreement or Rules and Regulations of the Fire Department. He (or they) shall have the right to place the grievance before a Committee set up by the Association and designated as the Grievance Committee, for investigation and rectification as the case may be.

If the grievance is not rectified, it shall be handled as follows:

1. An Employee with or without one or more members of the Grievance Committee may discuss a grievance with the Fire Chief.

2. If the grievance is not settled satisfactorily with the Fire Chief, written presentation may be made to the Fire Chief within five (5) days.

3. If this grievance is not settled with the Fire Chief in a further five (5) days, the grievance may be presented in writing to the Director of Community Services within five (5) days.

4. The Director of Community Services will meet the Employee with or without one or more members of the Grievance Committee.

5. If a settlement satisfactory to both parties has not been achieved within a period of five (5) days from the time of receipt of the grievance by the Director of Community Services, the Director of Community Services shall refer the grievance to the Committee of the Whole and this Committee will meet with the Employee in a like manner as set out in paragraph 4.

6. In the event that a satisfactory adjustment cannot be reached, the matter in dispute may be submitted to arbitration as provided for in the Fire Prevention and Protection Act, Section 53.
ARTICLE: 18

18.01 The Town of Smiths Falls will pay to the Workplace Safety Insurance Board (WSIB) the appropriate payment for each Employee of the Firefighters Association, Local 1593, who shall be covered by the Workplace Safety Insurance Act, 1997.

18.02 Where an Employee is absent from duty by reason of an injury sustained in the performance of their duties and they are receiving WSIB payments, the Employer shall award the member such salary as is necessary to ensure that the Employee's salary is not reduced by reason of compensation payments while he is unable to perform his duties.
ARTICLE: 19

SPECIAL LEAVE

19.01 The Employer may grant a leave of absence of up to three months without pay to an Employee for personal reasons. The Employee may request a renewal of such leave of absence at the end of each three month period. Leave of absence shall not be granted to an Employee for the purpose of working elsewhere.

19.02 The Employer will grant leave of absence without loss of pay to two delegates of the Smiths Falls Firefighter Association Local 1593, to attend one seminar and may grant the second seminar and two district meetings of the Provincial Federation of Ontario Firefighter in each year. These meetings will not exceed one day for district meetings and four days for each seminar. Attendance at these meetings may require re-scheduling of shifts by those Employees who are not attendees at the appropriate rate of pay.
ARTICLE: 20

20.01 **JURY DUTY**

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

Employees who are required to attend any court in the performance of their duty, while not on regular duty, shall be compensated therefore by receiving with a minimum of three (3) hours overtime pay.

Employees who are required to attend court on matters respecting their employment as Firefighters will, if such attendance is during the period of their annual vacation, be paid for the number of hours at overtime rate so worked and will be allowed an additional day holiday in lieu.
ARTICLE 22

BY-LAW

22.01 If a change in the Fire Department bylaw is being considered it is agreed that the change will be discussed by the Committee of the Whole with Employees prior to the amendment to the By-law being adopted by Council.
ARTICLE: 23

LEGAL INDEMNIFICATION

23.01

Where a civil proceeding is brought against the Employer or an Employee by a person who has allegedly suffered damage by reason of any act or default (other than a willful or malicious act/default) on the part of any Employee done in the course and scope of his employment, the Employer shall assume the defence of such proceeding at its expense and shall pay any and all damages, interest and costs awarded against any Employee in such action (other than damages, interest and costs arising as a result of willful or malicious act or default of the Employee).

Where a Criminal, or Quasi-Criminal proceeding is brought against any Employee by reason or any act of default (other than a willful or malicious act/default) on the part of any Employee done in the course and scope of his employment, and where there is a valid defence to proceeding on the merits, the Employer may assume the defence of such proceeding at its own expense. Where the Employer does not assume the defence of such proceedings on behalf of the Employee and where the Employee is subsequently acquitted of such charges, the Employee shall be reimbursed for any reasonable legal expenses, he has incurred that have been taxed pursuant to the Solicitor’s Act and incurred as a result of such proceedings.

In the event that the Employer assumes the defence of any proceeding pursuant to this article, the Employees agree to co-operate fully in the defence of such proceeding and to take no step to prejudice such defence.
ARTICLE: 24

PAGERS

24.01 A pager unit will be supplied to Employees who live within effective range of response to general alarms.
MANNING/CONTRACTING OUT

During the term of this agreement the Corporation agrees to maintain a staffing level of six (6) Association members at various ranks.

The shifts will be structured as four (4) shifts with one (1) member: one (1) member on straight days (Fire Prevention) and one (1) member whom will work a swing shift. At times, the Fire Prevention member on, may be transferred to Fire Suppression to replace personnel absent from duty. Both the members on the swing shift and the Fire Prevention will not work more than 2184 hours in any calendar year. If either member has an average of more than forty-two (42) hours per week, he/she may book time off at straight time with the permission of the Chief.

A minimum of one member must be on duty at all times in Fire Suppression. If an absence cannot be covered by the swing shift nor the Fire Prevention shift, the membership will be contacted for overtime.

The swing shift will always be in the form of a normal work week of the Fire Suppression. The corporation must give the member on the swing shift forty-eight (48) hours notice before he would have to change his/her weekly shift.

Except to the extent and to the degree agreed upon by the parties, and except to the extent of the current practice as it relates to volunteer firefighters, no work customarily performed by an Employee covered by this agreement shall be performed by another Employee of the Corporation or by a person who is not an Employee of the Corporation.
DENTAL, DRUG PRESCRIPTIONS, VISION CARE, INOCULATION

26.01 The Corporation agrees to pay one hundred percent (100%) of cost of a dental and Drug Prescription Plan for all members of the bargaining unit and their families and shall pay the premium at the rate of the current year of contract.

26.02 The Corporation agrees to pay one hundred percent (100%) of the cost of a Dental Policy covering dentures and major restorative to a maximum of thirty-five hundred dollars ($3500.00) per year and Orthodontics to a maximum of twenty-five hundred dollars ($2500.00) lifetime.

26.03 The Corporation shall pay the cost of inoculation for all members of the Association, when such is requested by the member.

26.04 The Employer will pay one hundred percent (100%) of the premium of a vision care plan that provides coverage for frames and lenses or contact lenses in lieu of glasses once every twenty-four (24) months or once every twelve (12) months for dependant children under the age of eighteen (18) years to a maximum benefit of four hundred dollars ($400.00) per individual and four hundred dollars ($400.00) for laser eye surgery every two (2) years, for each Employee and his dependants.

That all Paramedical services be grouped together to a maximum of fifteen hundred dollars ($1,500.00) per year.

26.05 Effective upon execution of this agreement, benefit coverage for members shall be modified to implement the following:

A) Equivalent generic drug product, according to the current Ontario Drug Benefit Formulary, except when overridden by medical necessity. No limitation on drug products where there is no equivalent generic substitute or unless prescribed by a physician.
FIRE AGREEMENT

ARTICLE: 27

RECLASSIFICATION

Probationary Firefighter

An Employee having completed one full year of service as a Probationary Firefighter shall obtain a minimum average of seventy percent (70%) in total of the following examination to advance to Fourth Class Firefighter. If the Probationary Employee fails to pass he may be dismissed at the discretion of the Fire Chief and Council.

1. Fire Station Record 20%
2. Written Examination 20%
3. Oral Examination 20%
4. Practical Examination 40%

Total 100%

The advance in classification through the increment range from Fourth Class Firefighter to First Class Firefighter shall be as follows:

1. Fourth Class Firefighter on completion of one year service.
2. Third Class Firefighter on completion of two years service.
3. Second Class Firefighter on completion of three years service.
4. First Class Firefighter on completion of four years service.

Examination for above Classifications shall be as follows:

Employee shall obtain a minimum average of 70% in the total score to be promoted. If a Firefighter fails to qualify he will remain in his present Classification and be re-examined within a sixty (60) day period on the subjects in which he failed to qualify. If failing to qualify, employment will be terminated. A Committee of two (2) members, consisting of the Fire Chief and one Officer appointed by the Executive of the Association shall be present at all promotional examinations as an observer. All material used for upgrading to all the above Classifications shall be taken from the Fire Fighting Training Precis that all individuals have been trained on during the period. Training Precis shall be given to all Firefighters and signed for.
ARTICLE 28

DURATION AND RENEWAL

28.01 This Agreement shall remain in force and in effect for three (3) years, from the first (1st) day of January 2010 until the thirty-first (31st) day of December 2012.

28.02 In the event either party desiring or proposing a change or alteration in the Agreement, such party will give to the other party not less than thirty (30) days notice in writing before the renewal date and both parties will negotiate in good faith in relation to the proposed changes or alterations. All other provisions will automatically renew themselves as aforesaid.
IN WITNESS WHEREOF the Employer has caused its Corporate Seal to be affixed under the hands of its duly authorized officers and the Employees have caused this Instrument to be executed by their officers, hereto duly authorized the day and year as first above written.

THE CORPORATION OF THE TOWN OF SMITHS FALLS

Mayor

Chief Administrative Officer

THE SMITHS FALLS PROFESSIONAL FIREFIGHTER ASSOCIATION LOCAL 1593

President

Secretary
## FIRE AGREEMENT

### SCHEDULE A RATES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>2010 (3%)</th>
<th>2011 (3%)</th>
<th>2012 (3%)</th>
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<tr>
<td>Captain</td>
<td>81,066.03</td>
<td>83,498.01</td>
<td>86,002.95</td>
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<td>Fire Prevention Officer</td>
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<td>81,066.02</td>
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<td>Probationary Class Firefighter</td>
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