

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF ORILLIA
AND
THE ORILLIA PROFESSIONAL FIRE FIGHTERS
ASSOCIATION

Duration of Contract

January 1, 2024

to

December 31, 2026

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF ORILLIA
(hereinafter called "the Corporation")
of the FIRST PART

- and -

THE ORILLIA PROFESSIONAL FIRE FIGHTERS ASSOCIATION
(hereinafter called "the Association")
of the SECOND PART

WITNESSETH:

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

ARTICLE 1 - PURPOSE

- 1.01 The parties hereto have agreed to enter into this agreement for the purpose of maintaining harmonious relations between the Corporation and the Association, and to provide an amicable method of settling any difference or grievance which might possibly arise.

ARTICLE 2 - EMPLOYEES COVERED BY THIS AGREEMENT

- 2.01 For the purpose of this Agreement, the word "Fire Fighter" shall mean all regular full-time Fire Fighter employees of the Corporation's Fire Department, with the exception of the Fire Chief, Deputy Fire Chief and Assistant Fire Chief, but this definition is subject to amendments pursuant to the Statutes of the Province of Ontario and/or Regulations thereunder. The word "Communicator" shall mean all regular full-time Communicator employees of the Fire Department. The word "Employee" shall mean all Fire Fighters and Communicators unless expressly otherwise provided.

ARTICLE 3 - RECOGNITION

- 3.01 The Corporation recognizes the Association as the sole collective bargaining agent for all the said employees.
- 3.02 All employees of the Corporation's Fire Department who are now members of the said Association shall remain members of the said Association in good standing as a condition of continued employment and all new employees of the said Fire Department shall become members from the date of hiring and

shall continue their membership in good standing in said Association as a condition of employment. The Treasurer of the Association shall provide the Human Resources Department of the Corporation with an up-to-date list of the employees from time to time as changes in the staff make it necessary. This list shall indicate all employees of the Department whose dues shall be deducted from their pay. These deductions shall be made from each pay. The total amount of all such deductions shall be deposited into the account of the Orillia Professional Fire Fighters Association at the designated financial institution within 15 days following such deductions.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination or intimidation against any employee because of the employee's membership in the Association or by virtue of the employee holding office in the Association and the provisions of this Agreement shall be applied to all employees without discrimination.

ARTICLE 5 - REPRESENTATION

- 5.01 The Corporation and the Association shall each appoint a Negotiating Committee for the purpose of negotiating renewals of this Agreement. Each Committee shall be limited to a maximum of five members. One member of the Association's Committee may be a representative of its parent Association, and the balance shall be full-time employees of the Fire Department who are members of the Association. The Corporation shall be kept informed by the Association, from time to time, of the personnel of the Negotiating Committee.
- 5.02 (a) The existing Joint Health and Safety Committee and the Labour-Management Committee, as constituted, are maintained with not more than three members from the Association.
- Health and Safety Committee meetings shall begin at 9:00 a.m. followed by the meeting of the Labour-Management Committee unless mutually agreed to an alternative time.
- (b) Members of the Association, who are also members of these Committees, shall be reimbursed for the time spent at joint meetings of the Committee at the rate of time and one-half their regular straight time hourly rate provided the employee would not otherwise be at work.
- 5.03 Any employee required to appear before a representative of management for disciplinary reasons may, if desired, be accompanied by a representative of the local Association executive.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Association recognizes it is the exclusive function of the Corporation to determine and exercise all functions and prerogatives respecting management and operations of the Fire Department except to the extent that they are specifically limited by the express language of this Agreement, or any other Agreement which may hereinafter be made between the Corporation and the Association as forming part of this Agreement. The Association acknowledges the right of the Corporation to make rules of conduct to be observed by employees. Before giving effect to any new or changed rules, the Labour-Management Committee will discuss the change or addition. It is agreed by the Association that the Fire Chief is the agent for the Corporation insofar as the terms of this Article are concerned.
- 6.02 The Corporation shall indemnify each employee covered by this Agreement and provide legal counsel if required from third party claims resulting from the performance of the employee's duty as a Fire Department employee, excluding always negligence on the part of the said employee.

ARTICLE 7 - HOURS OF WORK

- 7.01 (a) Communicators shall be required to work 42 hours per week averaged over a four-week period which hours shall be worked in accordance with a schedule of rotating shifts based on a four platoon system and in accordance with the 42 hour work week schedule attached hereto and forming part of this Collective Agreement. The annexed Schedule marked "A" shall be used as a guide for the purposes of this Article.
- (b) Chief Fire Prevention Officer shall be required to work 40 hours per week.

Fire Prevention Officers shall be required to work 40 hours per week consisting of four 10-hour days, alternating between Shifts A and B as follows:

	Mon.	Tues.	Wed.	Thurs.	Fri.
Shift A	8-6	8-6	8-6	8-6	off
Shift B	off	8-6	8-6	8-6	8-6

If a statutory holiday falls on an employee's day off, it shall be taken on the employee's next regularly scheduled workday.

Fire Prevention Officers will flex their shifts as necessary to accommodate the delivery of evening and weekend programs within their 40-hour work week.

(c) Suppression Fire Fighters Only

	MON	TUES	WED	THURS	FRI	SAT	SUN
WEEK 1	A	B	C	A	D	C	D
WEEK 2	B	C	D	B	A	D	A
WEEK 3	C	D	A	C	B	A	B
WEEK 4	D	A	B	D	C	B	C

Hours of work shall consist of 24-hour shifts and shall be in accordance with a schedule of rotating shifts as set forth. Employees must be off duty a minimum of 12-hours between the end of a day shift and the start of the next 24 shift.

Fire Fighters may work a maximum of four hours shift change before or past their shift on the 24-on – 24-off – 24-on shift (back-to-back) tour. Fire Fighters must be off a minimum of 20-hours from the end of a 24-hour shift and the beginning of the next 24-hour shift, subject to the exigencies of service.

Fire Fighters shall work no more than a maximum of 30 consecutive hours. Fire Fighters may work a maximum of six hours on a shift change before or past their shift.

Fire Fighters shall not work in excess of 42-hours per week averaged over a calendar year (January 1 to December 31). This excludes authorized overtime and day-off trades.

A regular shift shall consist of 24 continuous hours, commencing at 0800 and ending at 0759 hours.

(d) Present shift starting and finishing times are:

7:00 a.m. to 5:00 p.m.

5:00 p.m. to 7:00 a.m.

Before a Fire Fighter or Communicator may leave the employee's duty, the employee's replacement must be present and ready for duty.

The Department recognizes that on occasions when a replacement is present and ready for duty, the Fire Fighter, Officer or Communicator being relieved may require to leave the employee's duty before the employee's regular quitting time.

When such occasions occur, a request for early relief may be made provided:

- (i) that the time of relief requested is no greater than five hours during a day shift and no greater than seven hours during a night shift, and
- (ii) that the relief requested is Captain or Acting Captain for Captain or Acting Captain; Captain for Fire Fighter; Fire Fighter for Captain, provided an Acting Captain is on duty; Fire Fighter for Fire Fighter; Fire Fighter for probationary; probationary for probationary; Communicator for Communicator; or part-time Communicator for full-time Communicator.

Such requests shall be subject to the approval of the Officer in charge, except for requests for early relief by the Officer in Charge which shall be subject to the approval of the Fire Chief or Deputy Fire Chief.

Approvals of requests for early relief shall be recorded in whatever form the Fire Chief determines from time to time.

7.02 **Shift Trades**

When an employee wishes to request a shift change, the following shall apply:

- (a) Requests in writing shall be posted on the notice board to the attention of the shift Captain and submitted to the Fire Chief or Deputy Fire Chief for approval, no earlier than 60 days and no less than six hours prior to the start of the shift. The Fire Chief or Deputy Fire Chief must be notified immediately of any request less than three days.
- (b) Requests shall include the name of the substitute.
- (c) The Captain on duty at the time of the posting shall approve the request as soon as possible, except where the requirements of the service prevent such a change.
- (d) The employee requesting the change shall confirm the approval with the Captain on duty. If the shift Captain is not available, the Captain on duty shall assume the responsibility for approval.
- (e) Probationary employees may only substitute for other probationary employees unless approved by the Fire Chief or Deputy Chief.
- (f) A shift change request by a Captain shall be submitted to the Fire Chief or Deputy Fire Chief for approval, no sooner than 60 days and no less than six hours prior to the start of the shift.

- (g) Shift changes cannot create an overtime situation. Once a replacement has been scheduled, it is the responsibility of the replacement to report for duty.
- (h) Any problems arising from the administration of the above system or special emergency situations shall be referred directly to the Fire Chief and his decision shall be final.

7.03

Call-in and Overtime

- (a) If an employee is called into work, the employee shall receive a minimum of three hours' pay at time and one-half the employee's regular straight time hourly rate or pay at time and one-half for the hours worked, whichever is greater. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium or any other premium provided for in this Agreement. If a Captain is called in to perform duties as a Fire Fighter, rather than a Captain, the employee will be paid at the First Class Fire Fighter rate. If an Acting Captain is called in to perform duties as a Captain, the employee will be paid at the Captain's rate.
- (b) If an employee is called in to work on a statutory holiday listed below, the employee shall receive pay in accordance with Article 7.03 (a) above, except that the payment will be made at double the employee's regular straight time hourly rate.

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

- (c) Overtime rates will not apply for the first fifteen minutes following termination of the regular working day. Should overtime exceed 15 minutes, the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime work that terminates within 15-minute periods will be paid to the nearest exact 15-minute period.

7.04

- (a) Overtime is defined as work in excess of an employee's normal working schedule. Overtime pay shall be at time and one-half of the regular straight time hourly rate.

- (b) In the event such as a call back occurs less than three hours prior to the commencement of the employee's regularly scheduled shift, the employee shall not be eligible for the minimum hours as laid out in 7.03(a). The employee shall be paid one and one-half times the employee's normal hourly rate for the period between the time the employee was called back until the commencement of the employee's regularly scheduled shift.
- 7.05 (a) The Corporation will endeavour to distribute authorized overtime work as evenly as possible among Fire Fighters normally performing such work. In the event of sickness or injury call back shall be done by Captains or Acting Captains on duty. An employee on the employee's own shift who is absent due to vacation or a scheduled statutory holiday will be called back only after all other employees on the call back list have been contacted.
- (b) However, this provision shall not be applicable in cases of emergency as defined by the *Fire Protection and Prevention Act, 1997*, at which time all full-time Fire Fighters will be called, or other circumstances beyond the control of the Corporation.
- (c) The Corporation will endeavour to distribute authorized overtime work as evenly as possible among Communicators normally performing such work, but only after attempts to obtain replacement from part-time communications staff have been unsuccessful. In the event of sickness or injury, call back shall be done by Captains or Acting Captains on duty.
- (d) The overtime referenced in (a), (b) and (c) above, will be paid out or banked. The member will decide at the time the overtime is worked. Any overtime banked will be banked at time and one half (1.5). This bank will be paid out annually the first pay in December of each year at the rate it was earned.
- 7.06 If the required overtime is for 24-hours then a member of the shift eligible to work for the entire 24-hours will be offered the overtime first. If the 24-hours cannot be filled by a member eligible for the entire 24-hours, then a member eligible for 12 hours will be offered the overtime. In both situations the overtime will be offered to the member with the lowest total hours off the appropriate overtime list and so on down the list proceeding from the lowest to the highest until someone accepts the overtime shift.
- 7.07 **MINIMUM STAFFING**
The parties agree that the Employer shall maintain a minimum of seven fire fighters with staffing levels to be maintained to the point of exhausting the call back list, which means all eligible employees declined overtime when called.

The employer agrees to maintain a minimum of four full-time Communicators.

7.08 **Shift Transfer**

On all permanent transfers the Fire Chief and/or Deputy Fire Chief shall give an employee a minimum of 10 days notice of such transfer.

If the notice of transfer is confirmed prior to 6:00 p.m. on any day, that shall be considered as the first day of notice.

Any time not scheduled as provided for above must be taken at available times in the shift to which the employee is transferred.

If no time or insufficient time is available, the unscheduled days will be paid at the current daily pay rate (calculated by dividing the annual salary by 182).

If no time or insufficient time is available, the unscheduled days will be paid at the current daily rate (for Suppression staff calculated by dividing the annual salary by 91).

7.09 **Shift Changes to Accommodate Training**

The parties agree that members may be scheduled out of the 24-hour shift rotation for the purpose of attending or instructing courses that cannot be completed on the regular 24-hour shift rotation or are required to be conducted over a period of consecutive days.

One 24-hour shift will be converted to three, eight hour shifts for the purpose of mandatory training as designated by the Corporation.

Furthermore, the Corporation may schedule the Fire Fighter out of the 24-hour shift rotation for up to two weeks in a calendar year for the purposes of training, as long as 45 days' notice is given. Such training will not interfere with scheduled vacation or lieu days if taken as a complete week.

When warranted, additional leave to facilitate (voluntary) training may be granted at the sole discretion of the Fire Chief.

7.10 When an employee appears as a representative of the Corporation as a subpoenaed witness during off duty hours the employee shall be paid at a rate of one and one-half times the regular rate with a guaranteed minimum of three hours pay plus reimbursement for out of pocket expenses. Any payment received by the employee relative to the above will be assigned to the Corporation.

7.11 **Filling of Temporary Vacancies**

With respect to the filling of temporary vacancies in the Suppression

Division, the parties agree as follows:

If a vacancy occurs in the Suppression Division which the Corporation intends to fill, and if the position may only be filled on a temporary basis because the vacancy results from an employee's absence due to long-term disability, occupational injury as adjudicated by the W.S.I.B., maternity/parental leave, or a promotion subject to a probationary period, the current fire fighter eligibility list will be used.

If the candidate who is ranked first on the list accepts the temporary position, and if the Corporation declares a permanent vacancy in the Suppression Division during the term of the temporary employment contract, the temporary employee shall be offered the permanent position. The opportunity to fill the temporary position, if one remains, shall be offered in turn to the next candidate(s) on the eligibility list.

If the first-ranked candidate declines the temporary position, it shall be offered in turn to the next candidate(s) on the eligibility list. If the Corporation then declares a permanent vacancy in the Suppression Division during the term of the temporary employment contract, the position will be offered to the candidate ranked first on the fire fighter eligibility list.

ARTICLE 8 - SALARIES

- 8.01 The salaries payable to the Fire Department personnel covered by this Agreement shall be based on the following annual rates, pro rata to the period employed under this Agreement:

	Jan 1/24	July 1/24
	1.625%	1.625%
118% Captain	129,821	131,931
118% Chief Fire Prevention Officer	129,821	131,931
112% Fire Prevention Officer	123,220	125,223
102% Fire Prevention Officer – Probation	112,218	114,042
100% 1st Class Fire Fighter	110,018	111,806
90% 2nd Class Fire Fighter	99,016	100,625
80% 3rd Class Fire Fighter	88,014	89,445
70% 4th Class Fire Fighter	77,013	78,264
60% Probationary	66,011	67,084

COMMUNICATORS

65% STEP 1	71,512	72,674
70% STEP 2	77,013	78,264
75% STEP 3	82,514	83,855
85% STEP 4	93,515	95,035
90% STEP 5	99,016	100,625

	Jan 1/25	July 1/25
	1.5%	1.5%
118% Captain	133,910	135,918
119% Chief Fire Prevention Officer	135,045	137,070

112%	Fire Prevention Officer	127,101	129,007
102%	Fire Prevention Officer – Probation	115,753	117,489
100%	1st Class Fire Fighter	113,483	115,185
90%	2nd Class Fire Fighter	102,135	103,667
80%	3rd Class Fire Fighter	90,786	92,148
70%	4th Class Fire Fighter	79,438	80,630
60%	Probationary	68,090	69,111

COMMUNICATORS

65%	STEP 1	73,764	74,870
70%	STEP 2	79,438	80,630
75%	STEP 3	85,112	86,389
85%	STEP 4	96,461	97,907
90%	STEP 5	102,135	103,667

Jan 1/26	July 1/26
1.5%	1.5%

119%	Captain	139,126	141,214
120%	Chief Fire Prevention Officer	140,296	142,400
112%	Fire Prevention Officer	130,943	132,907
102%	Fire Prevention Officer – Probation	119,251	121,040
100%	1st Class Fire Fighter	116,913	118,667
90%	2nd Class Fire Fighter	105,222	106,800
80%	3rd Class Fire Fighter	93,530	94,934
70%	4th Class Fire Fighter	81,839	83,067
60%	Probationary	70,148	71,200

COMMUNICATORS

65%	STEP 1	75,993	77,134
70%	STEP 2	81,839	83,067
75%	STEP 3	87,685	89,000
85%	STEP 4	99,376	100,867
90%	STEP 5	105,222	106,800

8.02 An employee regularly scheduled to work on a Statutory Holiday shall receive seven dollars for each hour worked during the 24-hour statutory day, in addition to the straight time hourly rates.

8.03 **Recognition Pay**

Recognition pay will apply to all employees based on years of service with the City of Orillia Fire Department at 3%, 6% and 9% of a First Class Fire Fighter rate respectively after 8,17 and 23 years of service.

Recognition pay will qualify as pensionable earnings and be included in calculating overtime, recalls, statutory holiday pay, court time and WSIB benefits.

8.04 (a) Employees attending courses initiated and approved by the Fire

Chief shall be reimbursed for out-of-pocket expenses that are approved by the Fire Chief.

- (b) If any employee is required by the Fire Chief to attend a course offered by the Ontario Fire Marshal and Emergency Management Office (OFMEM) on the employee's day off, the employee shall receive lieu time on a straight time basis. Any part of a multi-day (OFMEM) course is deemed to be a full day for lieu time purposes. For single-day (OFMEM) courses, lieu time will be calculated on an hour-for-hour basis for courses of four hours or less, and on a full-day basis for courses of more than four hours.

If an employee is required by the Fire Chief to attend a course offered by the (OFMEM), and the employee is scheduled to work the night shift before such course, the following will occur:

- The employee will be absent the night shift prior to the start date of the scheduled (OFMEM) course.
- The employee will not accrue lieu time for that first day of the (OFMEM) course, nor will they be charged a lieu day for the night shift taken off prior to the course.
- In the event of extraordinary circumstances and an employee accrues a negative balance, the employee's lieu bank will be adjusted appropriately by the Fire Chief.
- If more than two Fire Fighters are off, the Fire Chief will determine whether the shift is filled. If an employee is required, the Call Back Procedure will be utilized and lieu time will be earned.
- Where a fire fighter accumulates a lieu day as described in this Article, it is understood that such day constitutes 12-hours of time off.
- If a Suppression Fire Fighter is required by the Fire Chief to attend a course offered by the OFMEM, and the employee is scheduled to work the shift before such course, the following will occur:
 - The employee will be absent the 12 hours (2000 to 0800 hours) prior to the start date of the scheduled OFMEM course.
 - The employee will not accrue lieu time for that first day of the OFMEM course, nor will they be charged a lieu day for the 12 hours taken off prior to the course.
 - In the event of extraordinary circumstances and an employee accrues a negative balance, the employee's lieu bank will be adjusted appropriately by the Fire Chief.
 - If more than two Fire Fighters are off, the Fire Chief will

determine whether the shift is filled. If an employee is required, the Call Back Procedure will be utilized, and lieu time will be earned.

- (c) If an employee is required by the Fire Chief to attend a non-(OFMEM) course on the employee's day off, the employee shall have the option of being paid the employee's straight-time hourly rate or receiving the equivalent lieu time. Any part day of a multi-day non-(OFMEM) course is deemed to be a full day for lieu time purposes or an eight-hour day if the straight time pay option is selected. For single-day non-(OFMEM) courses, lieu time and straight time pay will be calculated on an hour-for-hour basis.

If an employee is required by the Fire Chief to attend a non-(OFMEM) course, and the employee is scheduled to work the night shift before such course, the following will occur:

- The employee will be absent the night shift prior to the start date of the scheduled course.
 - The employee will not accrue lieu time for that first day of the course, nor will they be charged a lieu day for the night shift taken off prior to the course. In this circumstance only, there will be no distinction made between the time spent in the course and the length of the shift. There will be no option for receiving straight time pay for this day.
 - In the event of extraordinary circumstances and an employee accrues a negative balance, the employee's lieu bank will be adjusted appropriately by the Fire Chief.
 - If more than two Fire Fighters are off, the Fire Chief will determine whether the shift is filled. If an employee is required, the Call Back Procedure will be utilized and the employee will have the option of being paid the employee's straight time hourly rate or receiving the equivalent lieu time.
- (d) If an employee is called in to work to replace an on-shift employee who is required by the Fire Chief to attend a course offered by the (OFMEM), the employee shall receive lieu time on a straight time basis.
- (e) The lieu time referenced in subsections b), c) and d) above must be taken within 18 months from the date earned, and at a time which does not cause overtime on the shift.

If a Suppression Fire Fighter is required by the Fire Chief to attend a non-OFMEM course on the employee's day off, the employee shall have the option of being paid the employee's straight-time hourly rate or receiving the equivalent lieu time. Any part day of a multi-day non- OFMEM course is deemed to be a full

day for lieu time purposes, or an 8-hour day if the straight time pay option is selected. For single-day non-OFMEM courses, lieu time and straight time pay will be calculated on an hour-for-hour basis.

If an employee is required by the Fire Chief to attend a non-OFMEM course, and the employee is scheduled to work the shift before such course, the following will occur:

- The employee will be absent the 12-hours (2000 to 0800 hours) prior to the start date of the scheduled course.
- The employee will not accrue lieu time for that first day of the course, nor will they be charged a lieu day for the 12-hours taken off prior to the course. In this circumstance only, there will be no distinction made between the time spent in the course and the length of the shift. There will be no option for receiving straight time pay for this day.
- In the event of extraordinary circumstances and an employee accrues a negative balance, the employee's lieu bank will be adjusted appropriately by the Fire Chief.
- If more than two Fire Fighters are off, the Fire Chief will determine whether the shift is filled. If an employee is required, the Call Back Procedure will be utilized, and the employee will have the option of being paid the employee's straight time hourly rate or receiving the equivalent lieu time.

- 8.05 (a) Employees conducting any specialized training shall be paid at the Captain's rate of pay for the duration of this training including preparation time. This training and preparation will include but is not limited to Ice Water Rescue, Marine Training, First Aid Training, Fit Testing and HAZMAT with the prior approval of the Chief or his designate.
- (b) A differential of 5% of a first-class fire fighter salary will be paid to an individual who performs the following on an annual basis as long as the work is done in house: SCBA Technician.

ARTICLE 9 - SENIORITY AND PROMOTIONS

- 9.01 In determining an employee's service for seniority purposes, computation shall begin on the date the employee commenced full-time employment in the Department.
- 9.02 Former employees re-entering the service after continuity of service has been broken for any reason, except lay-off, shall be considered new

employees and seniority shall start as of the date of re-entering the service.

9.03 The following promotional procedure shall apply to all Fire Fighters promoted from Probationary Fire Fighter to First Class Fire Fighter, inclusive;

- (a) All promotions shall depend upon each employee passing the required examinations. The Departmental personnel file of the employee shall also be included.
- (b) A written examination shall be conducted at least 30 calendar days prior to the anniversary date of employment in the Department for each employee.
- (c) Each employee shall be notified in writing 30 calendar days prior to the date of the employee's examination by the Deputy Fire Chief, at the direction of the Fire Chief. Each employee shall be required to sign a copy of his notification.
- (d) Each employee who fails the examination shall have the right to review the examination with the Fire Chief, Deputy Fire Chief, the employee's Captain and, if the employee so desires, one member of the Executive of the Association.
- (e) Contents of the examination shall relate to the employee's duties as determined by the Fire Chief, Deputy Fire Chief and Captains.
- (f) Should an employee fail to attain a mark of 70% on the examination, the employee shall then have the right within 30 calendar days to try the examination again. During this interval, no salary adjustment shall apply.
- (g) Examinations shall be conducted in accordance with the following schedule:
 - (i) upon completion of one full year with the Department. This will constitute as the probationary period;
 - (ii) upon completion of one full year as a Fourth Class Fire Fighter;
 - (iii) upon completion of one full year as a Third Class Fire Fighter;
 - (iv) upon completion of one full year as a Second Class Fire Fighter;
- (h) At the sole discretion of the Corporation, the Corporation shall have the right to start a new employee with previous fire fighting experience at a rank above Probationary Fire Fighter. Such employee shall be on probation for one year, and all other provisions of Article 9.03 shall apply to such employee.

9.04 The following promotional procedure shall apply to all positions in the

Suppression Division above the rank of First Class Fire Fighter in order to ensure that Officer positions are filled by the most competent candidates:

- a) An eligibility list for the position of Captain shall be created every three years or sooner if there are no employees remaining on the list.
- b) Eligible applicants are employees who have held the position of First Class Fire Fighter for at least two years with the City of Orillia.

Employees of the Prevention and Communications Divisions are not eligible to apply.

- c) Applicants will be ranked on the eligibility list in the order of their highest total marks. The eligibility list shall be posted within three days of the applicants being advised of the results.
- d) In determining the content of the promotional examination and the study package, the Corporation agrees to consult and obtain input from the Association.
- e) The Association shall have the right to designate an employee with the rank of Captain to attend the promotional examinations as an observer on the condition that the member agrees to respect the confidentiality of the process.
- f) The results of the applicant's examination will be provided solely to the applicant, upon request.
- g) Notice of the Corporation's intent to create a new eligibility list shall be posted at least 30 days prior to holding the promotional examinations. The study package will be made available at that time to any eligible applicant who registers their intent to qualify for the eligibility list.
- h) The eight employees who rank highest on the eligibility list shall be designated as Acting Captains and shall assume the duties of the Captain in their absence. Employees designated as Acting Captains shall receive pay equivalent to a Captain's when assuming the Captain's duties for periods of at least one hour.
- i) If both Captains and an Acting Captain, or a Captain and two Acting Captains from the same shift are away at the same time due to an unscheduled absence, the absence will be covered from amongst the remaining 12 Officers on an overtime basis.
- j) If after 28 days, it is apparent that the Officer will be absent for an extended period, the next eligible candidate on the Captain list will be given 10 days notice for transfer, if necessary, and assigned to cover the absence until the Officer returns.

- k) If it is apparent prior to the completion of the 28-day cycle that the absence will be for an extended period, the City may initiate the above procedure forthwith.
- l) December 31st of the year of the examinations will be used as the date to determine eligibility for participation in the acting captain's competition and to calculate seniority marks.
- m) The examination shall consist of three elements: written, practical and oral examinations. The written examination shall constitute fifty (50%) of the base mark. The practical examination shall constitute thirty (30%) of the base mark. The oral examination shall constitute twenty (20%) of the base mark. Candidates shall obtain a mark of no less than 70% factored mark in each examination in order to move on to the next step in the process.
- n) All marks (base, factored, total) shall be rounded off to three (3) decimal points.
- o) An average mark target of eighty-five percent (85%) has been established. The base marks of the examination candidates shall be averaged. The number eighty-five percent (85) shall be divided by the total candidate average to determine the average factor. The average factor is multiplied by each of the candidates' base marks to determine their factored marks.
- p) For each full year of service in Suppression Division, excluding the first seven (7) years, an additional one-quarter percent (0.25%) will be added to the factored mark to a maximum of four percent (4%) provided each employee has met the qualifications as set out in clause 9.04 (r).
- q) For each full year in the Acting Captain position, an additional one-percent (1.0%) will be added to the factored mark to a maximum of six percent (6%) provided each employee has met the qualifications as set out in clause 9.04 (r).
- r) Provided that the candidate has achieved an overall seventy percent (70%) factored mark in the current examination process, the additional seniority and acting marks are added to the candidate's highest factored mark (from the current examination process or previous examination process) to determine the total mark.
- s) If two or more candidates have the same total marks, the candidate with the higher seniority will be ranked higher on the eligibility list.
- t) A candidate shall retain their highest total mark until they are promoted to the Officer position, they retire, or they voluntarily withdraw from the

eligibility list.

- u) The new eligibility list shall take effect on January 1st of the following year.
 - v) Applicants who have successfully completed all portions of an interim examination process shall be placed below the current Acting Captains on the eligibility list, to a maximum of eight persons, as described in clause 9.04 (h).
- 9.05 The Corporation and Association agree that it is a bona fide occupational requirement that age 60 is the mandatory retirement age for employees in the Suppression Division. All employees reaching the mandatory retirement age of 60 shall be obliged to retire from the City of Orillia on the last day of the month after the attainment of the mandatory retirement age.
- 9.06 The Fire Chief shall submit to the Chief Administrative Officer any recommendations for promotions to the ranks of Fire Prevention Officer or Chief Fire Prevention Officer, and such promotions shall be subject to the approval of the Chief Administrative Officer. No member of the Department shall be promoted to these higher ranks unless the employee possesses such ability, intelligence and qualifications as in the sole discretion of the Chief Administrative Officer may be required for the higher rank.
- 9.07 Fire Prevention Officers will have a probationary period of one year. Progression through the wage scale shall not be automatic, but shall be based on ability and performance. These Officers shall participate in a performance review after six months and on each anniversary of their commencement date in these positions.

If the Fire Chief decides that a Chief Fire Prevention or Fire Prevention Officer has failed to successfully complete the probationary period that decision is not subject to review through the grievance procedure and is deemed to be beyond the jurisdiction of any arbitrator.

If a posted vacancy in the Prevention Division is filled by an employee from another Division, the employee shall have the right to return to the employee's former Division for any reason during the one-year probationary period. A Communicator would return at the employee's previous level of pay, and a Fire Fighter would return at the employee's previous level, or as a First Class Fire Fighter, whichever is lower. If a posted vacancy in the position of Chief Fire Prevention Officer is filled by the Fire Prevention Officer, the employee shall have the right to return to the employee's former position for any reason during the one-year probationary period.

After successful completion of the employee's probationary period, an employee shall have no right to return to the employee's former Division or position, other than the right to submit an application for a vacant position which the Corporation intends to fill through a competition.

The Corporation reserves the right to determine where a Chief Fire Prevention or Fire Prevention Officer shall start on the wage scale.

- 9.08 Communicators will have a probationary period of one year. Progressions through the five steps of the wage scale shall not be automatic, but shall be based on ability and performance. Communicators shall participate in a performance review on each anniversary of their commencement date. If progression is withheld, a further review shall take place within six months. If the review is satisfactory, the Communicator shall progress to the next wage level and subsequent reviews shall occur on the anniversary date of this progression. Continued unsatisfactory performance shall be cause for dismissal.

All matters concerning performance review and progression are not subject to the grievance procedure and are deemed to be beyond the jurisdiction of any arbitrator, except if a Communicator has been dismissed for unsatisfactory performance after successful completion of the probationary period.

The Corporation reserves the right to determine where a new Communicator shall start on the wage scale.

ARTICLE 10 - LAYOFFS

- 10.01 For the purpose of this Article, the Fire Department will consist of three Divisions:

- 1) Suppression
- 2) Prevention
- 3) Communications

In the event of staff cutbacks involving Association members within a Division, the employee in the Division who has the least seniority in the Department will be the first laid off. Subject to Article 9.07, such employee shall have the right to displace an employee with less Departmental seniority in a lower paid classification in another Division, provided the employee exercising the right to bump has, in the opinion of the Fire Chief, the skill, qualifications, and ability to do the job, and such employee shall be paid at the step in the new classification appropriate for the employee's ability. Recall shall be in order of seniority, with the last laid off being the first recalled.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 The Corporation agrees to allow a maximum of two members of the Association leave of absence to not exceed 12 days, (six days with pay and six without pay) or six 24-hour shifts (three with pay and three without pay) to attend any Union activities, as deemed by the Association President, including Association conferences and educational seminars. The

replacement employee, if required by the Fire Chief of the Department, shall be paid on a straight time basis.

- 11.02 It shall be understood that time spent by employees in negotiating with the Corporation for a new Agreement, up to but not including arbitration, shall not be deemed to be leave of absence granted by Clause 11.01.
- 11.03 An employee may be granted leave without pay and without loss of seniority on approval from the Corporation. A request in writing for the purpose of the leave without pay, shall be submitted to the Fire Chief at least six weeks before the requested leave, unless the request arises from an emergency. An employee on unpaid leave of absence shall not accrue sick leave credits, recognized holidays, service, lieu days or vacation entitlement. The leave shall not be unreasonably denied. The Corporation shall be permitted to fill the temporary vacancy with a temporary employee, if the leave of absence extends past 60 days.
- 11.04 The Corporation shall pay an employee up to four consecutive days (two - 24-hour shifts for Suppression Division employees) pay at the employee's regular hourly rate for all regular time lost in the event of the death of the employee's spouse, father, mother, sister, brother, son or daughter, mother-in-law or father-in-law, grandparents or grandchildren, step-children, step-parents, brother-in-law and sister-in-law.
- Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral. In order to qualify, the employee must provide satisfactory proof of death.
- 11.05 Maternity and Parental Leave will be granted in accordance with the *Employments Standards Act of Ontario*. An employee shall give the Fire Chief or Deputy Fire Chief as much advance written notice as possible, but no less than two weeks. In the case of a maternity leave, the notice must include the estimated delivery date.
- 11.06 An employee on Maternity or Parental Leave will not accrue sick leave credits.
- 11.07 Employees on maternity and parental leave shall accrue vacation time and vacation pay. Employees on all other approved leaves of absence of more than one week shall accrue neither vacation time nor vacation pay.
- 11.08 An employee on pregnancy and/or parental leave who is in receipt of Employment Insurance (EI) shall be paid a Supplemental Employment Benefit by the Corporation as follows:
- (i) Supplemental Employment Benefits are payable for up to 15 weeks during the pregnancy leave and up to 10 weeks during the parental leave. The weeks noted above are inclusive of the required (EI) waiting period, where applicable.

- (ii) The benefit will be equivalent to the difference between 75% percent of the employee's normal weekly earnings and the sum of the employee's weekly (EI) benefits and any other earnings.
- (iii) The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate prior to the commencement of the leave times the normal weekly hours plus any wage increase the employee would have been entitled to if not on the leave.
- (iv) Such payment shall commence following receipt by the Corporation of the employee's (EI) cheque stub as proof that the employee is in receipt of (EI) benefits. The employee is required to provide this information every two weeks for the duration of the benefit period.

11.09 In the event of a municipal, provincial or federal election, the platoons scheduled to work on Election Day shall endeavour to vote at one of the scheduled Advanced Polls.

ARTICLE 12 - UNIFORMS AND CLOTHING

12.01 Fire Fighters shall be supplied with uniforms and clothing in accordance with the system detailed in Schedule "B". Implementation of this system shall be monitored by the Labour-Management Committee, who shall incorporate refinements as required.

Full-time Communicators will be provided one full-dress uniform every 10 years, or sooner as approved by the Fire Chief.

ARTICLE 13 - PENSIONS

13.01 Every employee shall join and be entitled to the benefits and privileges of any employees' pension plan which has been or may hereafter be set up by the Corporation. The pension plans currently in effect are:

- 1. Ontario Municipal Employees Retirement System
- 2. Canada Pension Plan

The Statutes authorizing these plans and the regulations thereunder are subject to amendment by the Provincial and/or Federal Governments.

ARTICLE 14 - MEDICAL AND GROUP LIFE INSURANCE

14.01 The Corporation agrees to pay 100% of the premium costs of the Extended Health Benefit Plan and the Managed Health Care Drug Plan, and a dispensing fee cap of \$10.00 will be applied to all prescriptions.

14.02 (a) The Corporation agrees to provide to each Fire Fighter covered by

this Agreement Group Life Insurance benefits and Accidental Death and Dismemberment benefits equal to two times base salary, minimum \$65,000.

- (b) The Corporation agrees to provide to each Communicator covered by this Agreement Group Life Insurance benefits and Accidental Death and Dismemberment benefits equal to two times base salary, minimum \$65,000.
- 14.03
- (a) The Corporation agrees to pay 100% of the premium costs of the Dental Plan with Levels 1 and 2 based on current O.D.A. rates. The dental benefit shall be limited to routine dental examinations once every nine months.
 - (b) The Corporation agrees to pay 100% of the premium costs of a major restorative plan equivalent to Level 3, which shall provide 50% reimbursement up to maximum of \$1,750 per calendar year per insured individual. This benefit increases per calendar year per insured individual at 50% reimbursement:
 - March 13, 2024 = \$1,900
 - January 1, 2025 = \$2,000
 - January 1, 2026 = \$2,200
 - (c) The Corporation agrees to pay 100% of the premium costs of an orthodontic dental plan equivalent to Level 4, which shall provide 50% reimbursement up to a lifetime maximum of \$2,250 per insured individual. The orthodontic dental plan shall be excluded from the post-retirement provisions of Article 14.04. This benefit increases March 13, 2024 to a lifetime maximum of \$2,400 per calendar year per insured individual at 50% reimbursement.
- 14.04
- (a) The Corporation agrees to pay for all employees who retire at age 60 or an employee who elects early retirement after 20 years of service, the cost of the Extended Health Care (including drug plan), plus Dental and Vision Care Benefits, or any equivalent plan for individuals and family with all benefits in force, until the employee reaches the age of 65.
 - (b) Any employee who elects early retirement with less than 20 years of service may elect to continue to be covered by the City for the benefits in paragraph 14.04(a) until age 65, provided such employee reimburses the City annually for the cost of such coverage.
- 14.05
- The Corporation will provide a post-65 retiree benefits expenditure plan, Health Spending Account, in the amount of \$2,000 annually for ten years based on meeting the requirements in Article 14.04 above. Effective January 1, 2026, this benefit will increase to \$2,500 per calendar year.

- 14.06 The Corporation shall provide a Vision Care Plan which shall provide a benefit up to a maximum of \$475 for each employee and family member once in a 24 month period, with the inclusion of one eye exam to a maximum of \$100 once in a 24 month period. Effective March 13, 2024, this benefit will increase to \$600 for each employee and family member once in a 24 month period and may be used for corrective surgery, with the addition of one eye exam of \$100 once in a 24 month period.
- 14.07 Pursuant to paragraphs 14.01, 14.03 and 14.06, dependent children shall be covered to age 21, or to age 25 if attending an educational institution on a full-time basis.
- 14.08 The Corporation undertakes to provide the Association on a timely basis with booklets detailing current benefit coverage.
- 14.09 The Corporation shall have the right to change insurance provider at its discretion subject to all existing benefit provisions continuing. The employer will immediately notify the Association in writing of any administrative changes to the benefit plan including changes in coverage and endorsements.
- 14.10 **Benefits – Extended Health Care**
- Psychological to a maximum of \$1,500 per year. This benefit includes the following providers:
 - Psychologist
 - Psychiatrist
 - Psychotherapist
 - Psychoanalyst
 - Social Worker
 This benefit will increase:
 - March 13, 2024 = \$2,000
 - January 1, 2025 = \$3,000
 - January 1, 2026 = \$4,000
 - DZ licence \$125 with proof of payment. Effective March 13, 2024, the Corporation shall pay 100% of all costs to maintain a DZ licence as required by MTO with proof of payments.
 - Hearing aid coverage to a maximum of \$500 every 48 months. Effective March 13, 2024, this benefit will increase to \$1,000 every 48 months.

EXTENDED HEALTH CARE

	Jan. 1/24	Mar. 13/24	Jan. 1/25	Jan. 1/26
Chiropractor	\$600	\$650	\$700	\$750
Physiotherapist	\$600	\$650	\$700	\$750

Massage Therapist	\$600	\$650	\$700	\$750
Osteopathic coverage	\$300	\$500	\$500	\$500
Naturopathic coverage	\$300	\$500	\$500	\$500
Chiropodist/Podiatrist	\$300	\$500	\$500	\$500
Speech Therapy	\$260	\$500	\$500	\$500
All totals above = maximum per calendar year				

- See benefits booklet for a complete listing of all extended health benefits.

14.11 Effective February 4, 2022, the Corporation will provide for an out of country medical coverage that is the same as the City's management group receives.

ARTICLE 15 - SICK LEAVE

15.01 Allowance for sick leave shall be according to the provisions of By-law Number 1983-139.

15.02 Any employee who suffers an occupational injury as adjudicated by the Workplace Safety & Insurance Board shall receive the difference in salary between the wage or salary award of the Workplace Safety & Insurance Board and normal salary or wage the employee would have received during the working period of the employee's disability without deductions from the employee's accumulated sick leave time. Such arrangement not to extend for a period of more than six months from the date of disability.

15.03 Prior to an employee returning to work following an absence due to occupational injury, the Corporation may require the production of a full functional abilities evaluation certificate. This certificate shall be provided by a medical specialist selected by the Corporation in consultation with the employee and the employee's doctor, and any costs of such certificate that are not paid by the W.S.I.B. shall be borne by the Corporation.

15.04 All Suppression personnel reporting their absence due to illness prior to the start of a shift shall remain absent from work for a minimum of 12-hours unless approved by the Fire Chief or Deputy Chief. If the employee returns to work during this period of absence, the employee who is working the overtime replacement shall be allowed to complete their overtime obligation.

15.05 An employee may not attend to work once they have called in absent due to a non-occupational illness/injury; however, if an employee leaves work early due to a non-compensable illness/injury such worked hours will be pro-rated for those hours worked.

15.06 For the purpose of the 24-hour shift, sick leave will be calculated as follows:

12-hours absent is equal to one sick leave credit and 24-hours absent is equal to two sick leave credits. The City will convert a 1.5 sick leave credit (day) to 18-hours and deduct at an hour for hour basis.

- 15.07 When an employee has been away from work in excess of 90 consecutive calendar days, due to sickness, occupational illness or occupational injury through the use of sick time or a WSIB claim and accumulates unused vacation, the employee will be paid for all unused vacation time on the first pay in December of each year of absence.

ARTICLE 16 - STATUTORY AND DECLARED HOLIDAYS

- 16.01 In lieu of statutory and declared holidays, each employee shall be entitled to 13 days holiday in each year for statutory and declared holidays. These 13 days shall be granted on a system as agreed upon by the Fire Chief and the Association. No statutory or declared holidays will be permitted to be carried forward to the next calendar year, with the exception of illness or disability pursuant to City By-law 1983-139.

In lieu of statutory and declared holidays for suppression employees, each employee shall be entitled to six and one-half 24-hour shift holidays in each year for statutory and declared holidays. These six and one-half 24-hour shifts shall be granted on a system as agreed upon by the Fire Chief and the Association. No statutory or declared holidays will be permitted to be carried forward to the next calendar year, with the exception of illness or disability pursuant to City By-law 1983-139.

- 16.02 Statutory holidays for members not on a platoon system shall be taken on the day designated by the Corporation.

- 16.03 New employees shall earn statutory holidays at the rate of one day per month commencing after the first full month of employment until the end of the calendar year in which they are hired, and thereafter shall be entitled to the provisions of paragraph 16.01.

New suppression employees shall earn statutory holidays at the rate 12-hours per month commencing after the first full month of employment until the end of the calendar year in which they are hired, and thereafter shall be entitled to the provisions of paragraph 16.01.

For members working the 24-hour shift, one statutory holiday constitutes 12-hours. These days must be scheduled in two consecutive 12-hour periods commencing at 0800 hours.

ARTICLE 17 - VACATIONS

- 17.01 An employee who, on December 31 of any year, has less than one year of

continuous service, shall receive vacation pay of 4% of the employee's earnings.

- 17.02 An employee who, on January 1st of any year, has less than five years of continuous service, shall be entitled to take two weeks vacation during that year.
- 17.03 An employee who, on January 1st of any year, has more than five years continuous service but less than 10 years, shall be entitled to take three weeks vacation during that year.
- 17.04 An employee who, on January 1st of any year, has more than 10 years of continuous service but less than 17 years, shall be entitled to take four weeks vacation during that year.
- 17.05 An employee who, on January 1st of any year, has more than 17 years of continuous service, shall be entitled to take five weeks vacation during that year.
- 17.06 An employee who, on January 1st of any year, has more than 25 years of continuous service, shall be entitled to take six weeks vacation during that year.
- 17.07 Effective January 1, 2025, an employee who, on January 1st of any year, has more than 30 years of continuous service, shall be entitled to take seven weeks' vacation during that year.

Suppression Division Employees

- 17.08 Vacation shall be selected in Monday to Sunday blocks. One 24-hour shift shall be equal to one vacation credit.
- 17.09 An employee, who, on January 1st of any year, has less than five years of continuous service, shall be entitled to take four 24-hour shifts vacation during that year.
- 17.10 An employee who, on January 1st of any year, has more than five years continuous service but less than 10 years, shall be entitled to take six 24-hour shifts vacation during that year.
- 17.11 An employee who, on January 1st of any year, has more than 10 years of continuous service but less than 17 years, shall be entitled to take eight 24-hour shifts vacation during that year.
- 17.12 An employee who, on January 1st of any year, has more than 17 years of continuous service, shall be entitled to take ten 24-hour shifts vacation during that year.
- 17.13 An employee who, on January 1st of any year, has more than 25 years of continuous service, shall be entitled to take twelve 24-hour shifts during

that year.

- 17.14 Effective January 1, 2025, an employee who, on January 1st of any year, has more than 30 years of continuous service, shall be entitled to take fourteen 24-hour shifts vacation during that year.
- 17.15 In the year that an employee's length of service entitles the employee to move from one of the above vacation levels to another, the employee shall receive a portion of the additional vacation entitlement prorated from the employee's anniversary date of employment to December 31st.
- 17.16 Vacation periods shall be granted on a system as agreed upon by the Fire Chief and the Association. The resultant schedule shall be completed by December 1st of the preceding year and submitted to the Fire Chief for approval. No vacation time will be permitted to be carried forward to the next calendar year, with the exception of illness or disability pursuant to City By-law 1983-139.
- 17.17 A maximum of two employees per shift may be scheduled for vacation, statutory holidays or lieu days at any one time.
- 17.18 No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty or when sick leave absence is fully covered by sick leave accumulations. In all other cases, vacation and paid holidays shall be granted on a pro rata basis.
- 17.19 At the sole discretion of the Corporation, a new employee hired in any of the three Divisions with previous experience may be granted deemed years of service for vacation calculation purposes only.
- 17.20 For the Chief Fire Prevention Officer position, one week of vacation may be taken in single day increments. Such vacation requests are to be approved by the Fire Chief.

ARTICLE 18 - DEFINITION OF DAY

- 18.01 For the purpose of duly authorized absence from work granted an employee in accordance with Clauses 11.04 and 16.01, the word "day" as it appears shall be deemed to mean either "day" or "night" depending upon the particular work schedule being worked by the employee concerned at the time that the absence from work is scheduled to occur.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 The Association shall appoint a Grievance Committee of three 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. No employee or group of employees

shall be permitted to lodge a grievance or a non-grievable complaint with the City Council, any Committee of the City Council, or any member of the City Council, nor be permitted to communicate a grievance or a non-grievable complaint to the public, except as expressly provided for herein. For each and every breach of this paragraph, the employee concerned shall forfeit as a penalty one week's salary.

- 19.02 For the purpose of this Agreement a grievance shall be defined as any difference between the parties of this Agreement relating to the interpretation, application or administration of the Agreement, including the question of whether or not a matter is arbitrable, and any question as to whether the suspension, discharge, or other discipline of any employee is reasonable may constitute a grievance and shall, at the request of either party be dealt with as follows provided that the time limits specified herein may, by arrangement between authorized representatives of the Association and the Corporation, be extended. No grievance shall be considered, the alleged circumstances of which occurred more than five working days prior to the filing of the grievance(s); provided that, in the event that the alleged circumstance occurs while an affected employee is absent, the five working days shall commence on the day of the employee's return to work.

STAGE 1

The said employee shall refer the matter to the Grievance Committee in writing. The Grievance Committee shall give due consideration to the grievance and after having satisfied themselves that there is just cause for grievance, proceed to Stage 2 within 10 days of the grievance being filed.

STAGE 2

The Grievance Committee shall submit the grievance to the Fire Chief. Within five days of receiving the grievance, the Fire Chief shall call a meeting to hear the grievance. The Grievance Committee shall present the matter to which the Fire Chief will reply within five days from the meeting.

STAGE 3

If the matter remains unresolved, the Grievance Committee may request a hearing with the Chief Administrative Officer. Such request shall be filed within five days from the date of the Fire Chief's reply and shall briefly outline why the Fire Chief's reply is unsatisfactory. The Chief Administrative Officer, or the Director of Human Resources if designated by the Chief Administrative Officer, will within a further 10 days from the request of the Committee call a meeting to hear the matter.

The Chief Administrative Officer shall reply to the grievance within 14 days from the date of the meeting with the Grievance Committee.

STAGE 4

Should the matter remain unresolved by the reply from the Chief Administrative Officer, the matter may be processed to arbitration by the Grievance Committee giving written notice of its intention within 14 days after receiving the reply of the Chief Administrative Officer.

Requests for arbitration shall proceed in accordance with the *Fire Protection and Prevention Act, 1997*.

- 19.03 A group grievance is one which could not otherwise be the subject of an individual grievance and may be submitted by the Grievance Committee commencing at Stage 2 of the above procedure.
- 19.04 Replies to grievances shall be in writing at all stages.
- 19.05 In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays, statutory and declared holidays shall be excluded.
- 19.06 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee concerned and any necessary witnesses, and all reasonable arrangements shall be made to permit the conferring parties to have access to the Fire Department to view disputed operations and to confer with the necessary witnesses.

ARTICLE 20 - DISCHARGE CASES

- 20.01 If an employee is discharged, and believes they have been unjustifiably discharged, the employee may have the grievance taken up under the grievance procedure starting at Stage 3, if presented in writing within seven days after the date of the employee leaving the employ of the Corporation, and not otherwise. If it should be settled finally in the employee's favour, the employee shall be reinstated without loss of pay or seniority, or any other arrangement which is just and equitable in the opinion of the conferring parties or an arbitrator.

ARTICLE 21 - STRIKE AND LOCKOUTS

- 21.01 No strike or lock-out shall occur during the life of this Agreement and the employees shall not participate in any sympathy strike in support of any other organization.

ARTICLE 22 - TECHNOLOGICAL CHANGE

- 22.01 At least 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 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 change; the location or locations involved.

- 22.02 Within 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 of resolving any issue which may concern the employment status of any employee.
- 22.04 If Agreement has not been reached within 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 IX of the *Fire Protection and Prevention Act, 1997*. The time limits provided in Part IX shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.
- 22.05 No change shall be made in the employment status of any employee consequent upon the introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached Agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

ARTICLE 23 - NON-CONTRACTING

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

ARTICLE 24 - AMALGAMATION

- 24.01 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 or all or part of the Fire Department with any other entity, or a transfer, disposition, privatization or joint venture in respect of all or part of the Fire Department, the Corporation shall consult with the Association at the appropriate time providing as much detail as possible.

ARTICLE 25 - SUNSET CLAUSE

- 25.01 Records of disciplinary notices shall be retained in the employee's file. However, if a period of 24 months has passed since the last notice of

discipline, the preceding record shall not be used in assessing further discipline and shall be expunged from the file. Discipline regarding violence or other health and safety issues shall be subject instead to a 36-month removal condition.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement shall come into effect on its execution and shall remain in effect until the 31st day of December, 2026 and shall be automatically renewed from year to year thereafter unless either party gives to the other party notice of proposal to renew this Agreement with or without amendments.

In the event of either party desiring or proposing any change or alteration in the Agreement, such party may give to the other party not less than 31 days' written notice before the expiry date and both parties shall thereupon negotiate in good faith in respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

IN WITNESS WHEREOF the parties hereby have hereunto caused the respective seals to be affixed, duly attested by the hands of their duly authorized Officers.

THIS 30 day of APRIL, 2024 at Orillia, Ontario.

**THE CORPORATION OF
CITY OF ORILLIA**

D. M. V.
[Signature]

**THE ORILLIA PROFESSIONAL
FIRE FIGHTERS ASSOCIATION**

B. Liles
Loraine M. Huslock

SCHEDULE "A"
42 HOUR WORK WEEK

<u>WEEK</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>	<u>SUN</u>	<u>HOURS</u>
1st	A1	A1	A1	A1	A2	A2	A2	10 DAYS
	B2	B2	B2	B1	B1	B1	B1	14 NIGHTS
2nd	B2	B2	B2	B2	B1	B1	B1	10 DAYS
	A2	A2	A2	A1	A1	A1	A1	14 NIGHTS
3rd	A2	A2	A2	A2	A1	A1	A1	10 DAYS
	B1	B1	B1	B2	B2	B2	B2	14 NIGHTS
4th	B1	B1	B1	B1	B2	B2	B2	10 DAYS
	A1	A1	A1	A2	A2	A2	A2	14 NIGHTS

SCHEDULE "B"

UNIFORMS AND CLOTHING

For the purposes of this Schedule, the members of the Association shall include both the Suppression and Fire Prevention Divisions. The term of this Schedule B shall be for five years from January 1, 2020 to December 31, 2024.

1. This schedule does not apply to Communications.
2. Fifty-six and one half (56.5) points will be allocated annually to each member for 2022.
Sixty and one half (60.5) points will be allocated annually to each member for 2023.
Sixty-two and one half (62.5) points will be allocated annually to each member for 2024.
3. Any member who uses their bank to buy a uniform tunic and dress pants shall be required to bank eight (8) points annually commencing in the year following the purchase until 40 points are accumulated in the bank.
4. The points in the mandatory tunic bank will be excluded from the calculation of the payout of unused points at the end of the five-year period.
5. The balance of the member's points shall be available at the member's discretion to purchase approved clothing in accordance with the following point values:

		<u>2022</u>	<u>2023</u>	<u>2024</u>
NOMEX	Pants	12.8	12.8	12.8
NOMEX	Shirts	13.0	13.0	13.0
NOMEX	Long Sleeve Shirt	15.0	15.0	15.0
	White Uniform Shirts	2.5	2.5	2.5
	Shoes or ¾ Boots*	15.0	17.0	18.0
	Boots*	17.0	19.0	20.0
	Ties	0.33	0.33	0.33
	Winter Dress Gloves	2.0	2.0	2.0
	Black Socks	0.33	0.33	0.33
	Tunic	40.0	40.0	40.0
	Sweater	8.0	8.0	8.0
	Ball Hat	1.5	1.5	1.5
	Toque	1.5	1.5	1.5
	T-shirt	1.5	1.5	1.5
	Dress Cap Badge	3.0	3.0	3.0
	Chest Badge	3.0	3.0	3.0
	Gear Bag**	9.0	9.0	9.0
	Leather Belt***	3.2	3.2	3.2
	Belt Buckle for belt w/Logo	2.6	2.6	2.6
	Poly Belt***	1.5	1.5	1.5
	Military Style Cam Buckle	1.5	1.5	1.5
	Bedding****	10.0	10.0	10.0

Shoe Polish	1.0	1.0	1.0
Bama Sock	2.0	2.0	2.0
Dry Cleaning	3.0	3.0	3.0
Molsture Wicking T Shirt	3.5	3.5	3.5

***With respect to Boots and Shoes**

- Boots or shoes may be purchased at any outlet the employee so chooses.
- Boots or shoes shall be black in colour, be able to be polished and outer skin shall be smooth and not pebbled finish.
- Toe caps are not allowed. Boots and shoes must be labeled with the CSA green patch/non-conductive label.

****Both parties acknowledge that there is no requirement for every member to purchase a gear bag, and that this matter may not be brought forward as a health and safety concern to the Fire Department Joint Health and Safety Committee or to Management.**

*****The leather belt with the belt buckle with logo is the only belt to be worn with station wear, and the poly belt with the military style cam buckle is the only belt to be worn with the dress uniform.**

******Members are permitted to purchase any bedding items to a maximum of 20 points on the provided corporate credit card. If total value exceeds \$200, the member is responsible to pay this amount at point of purchase. The maximum allotment on the corporate card is \$200 for all bedding articles. Any item(s) purchased must be done at the beginning of each year. Multi-store purchases must be submitted as one purchase (all receipts submitted together). If item(s) do not meet total point allotment (in increments of 10), members will not be reimbursed the difference, and a total of 10 or 20 points will be deducted from the member's point bank.**

6. The City shall replace three season coats, dress caps and coveralls, as required, subject to production by the member of evidence to their Captain and the Deputy Fire Chief of the need for replacement.

7. Each new employee shall receive the following new clothing issue in lieu of points:

2 NOMEX Pants
 4 NOMEX Shirts
 1 White Uniform Shirt
 1 Tie
 1 pr. Shoes or Boots
 1 pr. Winter Dress Gloves
 3 prs. Black Socks
 1 complete Tunic
 1 Sweater
 1 Three Season Coat
 1 Dress Cap with Badge
 1 Ball Hat
 1 Toque
 1 Chest Badge
 1 Leather Belt
 1 Belt Buckle for Belt with Logo
 1 Poly Belt
 1 Military Style Cam Buckle
 1 Bama Sock

1 Pair of Coveralls

In the second full calendar year following the member's commencement of employment, the member shall be allocated a portion of the annual point entitlement pro-rated from the member's anniversary date to December 31st. If a member ceases to be employed during the member's probationary year, the member shall return all issued clothing to the Department.

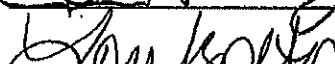
8. Each member shall have the option to choose whether or not to wear their uniform to and from work.
9. At work, each member shall wear only those items issued and/or approved by the Department. The approved t-shirt listed in Clause 5 must only be worn under the Nomex station wear.
10. Each member shall receive all fire fighting protective clothing as required.
11. Each Captain shall be responsible for ensuring the maintenance of proper dress standards on their shift and shall have the right to order the use of points by a member. The Fire Chief and Deputy Fire Chief shall have the same rights and responsibilities for the Captains and the Prevention Division.
12. The Captains and the Chief Fire Prevention Officer shall be responsible for submitting the members' clothing selections on the approved form to the Deputy Fire Chief by December 31st each year.
13. All approved clothing must be purchased in the calendar year that it was ordered with those points not being permitted to be carried over to the next year, and these points will be considered eliminated from the employee's bank. The only accepted delay will be due to manufacturing issues, manufacturing size issues, or back orders.
14. Any clothing items returned for sizing discrepancies must have original manufacturer's tags attached.
15. With the exception of the tunic bank, and other unused balance of points in a member's bank at December 31, 2024 shall be eliminated, and the member shall receive a cash payment of ten dollars per point times 50% of the point balance. No amount will be paid out under \$10.00 and the rollover of these points will not be permitted.
Points payout for 2020 will be based on 52.5 points.
Points payout for 2021 will be based on 56.5 points.
Points payout for 2022 will be based on 56.5 points.
Points payout for 2023 will be based on 60.5 points.
Points payout for 2024 will be based on 62.5 points.
16. Members who retire shall be entitled to the sharing of any unused balance, including any points remaining in the tunic bank. Points accumulated in the year of retirement shall be pro-rated based on the number of months of employment. For the purposes of this Schedule, retirement shall be deemed to occur when the member leaves the City's employment and elects to receive an immediate pension from OMERS, regardless of whether or not the pension payment is actuarially reduced.
17. Members who resign or are terminated shall not be entitled to any payout.

18. If an employee is placed on LTD, their point allotment will be pro-rated for the date the member is placed on LTD for that calendar year. Additional points will not be awarded until the employee has returned to work, at which time the point allotment will be pro-rated for the balance of time worked for the calendar year of the member's return. On January 1st following the member's return, the member will be allotted the full yearly value of points.
19. On leaving the service of the Fire Department within the first three-years of employment, the employee will be required to return all articles of uniform and clothing, as referenced in Clause 7 above, or equipment in the possession to the Department on the member's last working day.
20. No borrowing of points will be permitted.
21. The parties agree to meet prior to the expiry of this Memorandum at the end of five-years, with a view to entering into a new Memorandum for the ensuing five-year period.

Dated at Orillia, Ontario this 21th day March 2022.

For the City of Orillia





For the OPFFA