

# **Collective Agreement**

between

**The Corporation of the Town of Deep River**

and

**The Deep River Professional  
Fire Fighters Association  
(DRPFFA)  
IAFF Local #1276**

for the period

**January 1, 2012 to December 31, 2014**

## **Preamble**

Whereas the parties hereto have agreed to enter into this agreement for the purpose of more effectually defining duties, privileges and working conditions and so as to develop and maintain a spirit of cooperation between the Employer and the Association and to promote and establish an efficient fire department.

Now therefore this agreement witnesseth:

## **Article 1 - Employees Covered**

### **1.1**

- a) Throughout this Agreement the words "employee" or "member" shall be deemed to mean a full-time employee of the fire department;
- b) The provisions of this Agreement shall apply to all full-time employees of the Deep River Fire Department, other than the Fire Chief and Deputy Fire Chief;
- c) Every employee shall serve a probationary period of twelve (12) months commencing on the date employment begins, and during such period the Employer shall have the right to discharge such employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this Agreement.

## **Article 2 - Recognition**

- 2.1 The Employer recognizes the Association's Committee, duly elected as the exclusive bargaining agent for all full-time employees of the Deep River Fire Department, other than the Fire Chief and Deputy Fire Chief, and this Agreement shall be regarded as being applicable to all such employees.

## **Article 3 – Reservation of Employer Rights**

- 3.1 The Association acknowledges that it is a function of the Employer, subject to the provisions of this Agreement, to:
  - a) Maintain order, discipline and efficiency, and to this end to make and alter from time to time the rules and regulations to be observed by the employees;
  - b) Hire, retire, discharge, promote, demote, suspend, lay off, or discipline employees, provided that a claim of discriminatory

promotion, demotion or compulsory retirement before normal retirement age, or a claim that an employee has been discharged, suspended or disciplined without reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided. In the interests of mutual understanding and the efficient administration of this function, the Employer agrees that in case of demotion, suspension, lay off or discharge, it will notify the Association of the action taken in writing and provide for representation from a local executive member or steward;

- c) Require medical certificates in case of absence for sickness at its discretion;
- d) That management agrees to discuss with the Association in retrospect any changes in work rules which it has made but does not so imply any negotiations of such work rules.

3.2 The Employer has the right to establish a composite force, conditional on maintaining the existing complement of nine (9) firefighters that may, by attrition, be reduced to eight (8) firefighters (with any vacancies to be filled within 60 days).

If a composite force is established, there must be a captain (or acting captain receiving acting pay) on duty on all shifts.

#### **Article 4 – Grievance Procedure**

4.1 Any dispute between the Employer and any employee or between the Employer and the Association arising out of the administration, interpretation, or alleged violation of this agreement may be dealt with in the following manner:

- a) The matter in dispute shall be reduced to writing and submitted to the Chief within 96 hours after the cause arose;
- b) The Chief shall provide a written decision on the matter within 96 hours of receipt of written notice;
- c) If the decision of the Chief is not acceptable to the grievor, the grievance shall forthwith be referred to the Chief Administrative Officer/Clerk, who shall determine the matter, and give a decision in writing, within 15 days after the date on which the grievance was first submitted to the Chief. The Chief Administrative Officer/Clerk may request further information in writing pertaining to the specific grievance, and the person requested to provide this information shall do so;

- d) If the Chief Administrative Officer/Clerk's decision is not satisfactory to the employee concerned, the grievance shall forthwith be referred to Council, who shall determine the matter, and give a decision in writing, within 15 days. Council may request further information in writing pertaining to the specific grievance, and the person requested to provide this information shall do so;
- e) If Council's decision is not satisfactory to the employee concerned, or if a matter relating to the interpretation, application, or administration, or alleged violation of this Agreement arises which cannot be settled by the foregoing grievance procedure, either the Association or the Employer may, within 30 days of Council's decision, submit the matter to a Board of Arbitration to be constituted pursuant to the Fire Protection and Prevention Act, 1997 and amendments thereto.

#### **Article 5 – No Discrimination or Coercion**

- 5.1** There will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either party or any of their representatives with respect to any employee because of the participation or non-participation in the Association.

#### **Article 6 - Scheduled Hours of Work**

- 6.1**
- a) The Association and the Employer agree that, during the term of this collective agreement they will meet to review the collective agreement to ensure consistent language as it relates to leave categories set out therein;
  - b) Forty-two hours shall constitute a week's work on a two-platoon system as agreed upon by the Employer and the Employee. Day shift shall be nine hours, eight a.m. to five p.m. Night shift shall be fifteen hours, five p.m. to eight a.m.;
  - c) For so long as the scheduled hours of work continue to operate on a 9 and 15 hour shift basis and where, in this contract, any day or number of days is allowed by way of vacation, public holidays, holidays in lieu of work performed, sick leave, special leave or leave of absence for Association Officers, each such day shall be deemed to be the equivalent of 8 ½ hours, and accumulated credits shall be similarly calculated;
  - d) This schedule will remain in effect until such time as the Employer or the Association desires to amend or terminate the above scheduled hours of work.

## Article 7 - Vacation

### 7.1

- a) Employees shall be entitled to annual vacation leave with pay according to length of service as set out in the table below:

2 weeks annually after	1 year service
3 weeks annually after	3 years service
4 weeks annually after	12 years service
5 weeks annually after	20 years service

For the purpose of this section, a week shall mean 5 working days.

- b) Vacation entitlements may be carried into a subsequent year, but such carry-over shall not accumulate beyond 85 hours (2 weeks). Any credit accumulated beyond 85 hours as a result of the Employer's request shall be paid in cash. Any credit accumulated beyond 85 hours not resulting from the Employer's request shall be forfeited by the employee concerned;
- c) Vacation entitlements shall be granted to employees as of the first of January in the year in which the entitlement arises, but must be earned through continuous service as set out above. When an employee's service terminates for any reason, the vacation entitlement to the date of termination shall be calculated pro-rata from the employee's hiring anniversary, and the appropriate adjustment made to the final pay.;
- d) In order to permit employees to select vacation periods, the Chief, shall, before December 2<sup>nd</sup> each year, post a shift schedule for the year. Before December 16<sup>th</sup> of each year, employees shall indicate to the Chief their vacation preferences for their full year's entitlement less any proposed carry-over permitted under clause 7(b). The Chief shall post a schedule of approved vacations before January 2<sup>nd</sup>. Approved vacations may be changed for cause at the discretion of the Chief.

## Article 8 – Public Holidays

8.1 The Employer agrees that each employee shall in addition to annual vacation be given a total of 12 days holidays with pay throughout the calendar year, hereinafter listed:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve - ½ Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve – ½ Day
Civic Holiday	

- a) In addition, employees shall receive any other day proclaimed by the Employer as a municipal holiday. If any of the aforementioned holidays occurs on an employee's regular day off, or during the employee's vacation, the employee shall receive a day in lieu. If any of the aforementioned holidays occurs on a day on which the employee is required to work, the employee shall be paid for the holiday at 1 1/2 times the normal rate of pay for the number of hours worked during the 24 hour period of the statutory holiday, and shall in addition receive one day off in lieu of the statutory holiday in accordance with Article 6c;
- b) The employee shall take days off in lieu of public holidays within six months of the date of their accrual. The Fire Chief will schedule such days off, but shall make reasonable efforts to accommodate the employee's preference. If the Chief has not scheduled the appropriate time off for an employee within 6 months from the date of accrual, the Employer shall pay the employee for the accrued time at the regular rate of pay;
- c) Notwithstanding the right of the Fire Chief to schedule time off in lieu, each employee shall annually be entitled to schedule one block of not more than 4 consecutive day shifts as time off, following the same procedure used to schedule annual vacations under Article 7. Such blocks of lieu time off shall not be scheduled during any period in which any other employee is on annual vacation or a statutory holiday listed in this Article occurs. Lieu time off scheduled in accordance with this paragraph may be cancelled by the Fire Chief with 48 hours' notice to the employee. However, lieu time cancelled by the Fire Chief under this provision shall, at the discretion of the employee either be rescheduled by the employee at a time suitable to them, or that employee may choose to be paid for all cancelled lieu days in the pay period following their cancellation.

## Article 9 - Sick Leave and Gratuities

### 9.1

- a) It is agreed that sick leave can be accumulated at the rate of 1 1/2 days for each calendar month of service with no maximum;
- b) In the event that a member is incapacitated and an award is made by the Workplace Safety & Insurance Board, such member shall be entitled to use earned sick leave credits to supplement the award to the extent of the member's regular salary;
- c) When a member ceases employment by reason of age, death, disability or resignation, a gratuity shall be paid to the member in the amount equal to their salary for one half the number of days standing to their sick leave credit and in any event not in excess of one half year's salary at the rate received by the member immediately prior to termination of employment;
- d) When an employee retires for some reason other than age or disability or dismissal for cause, a severance pay will be given to the employee in the amount of two and one half days per year for the total number of years employment with the Municipality at the then current rate of salary but not so as to exceed 13 weeks salary;
- e) The employee or beneficiary shall also be paid for all annual holidays or statutory holidays standing to such employee;
- f) An employee entitled to sick leave credit gratuity will not be paid less than the employee would have been entitled to as severance pay;
- g) Each employee shall be given, during January of each year, a certified statement of number of days sick leave to the employee's credit as of December 31<sup>st</sup> of the preceding year;
- h) Any employee will be permitted an overdraft of 25 days beyond the sick leave to the employee's credit provided that such overdraft shall be repaid out of future earned sick leave credits. Any employee that leaves employment at a time that his/her sick leave is in an overdraft shall be required to pay the Town for the value of the number of days in overdraft;
- i) On the death of an employee, the Employer shall pay to the employee's widow, widower or estate the value of half the sick leave to the employee's credit at the then current rate of salary. This payment shall not exceed the equivalent of 6 months' salary;

- j) Any employee off from work on leave of absence without pay, or any employee who is on lay-off, shall not accumulate sick leave credits during the absence.

## **Article 10 – Special Leave**

### **10.1**

The Employer agrees that special leave with pay of up to three days is allowed for any employee who is required to be absent

- i. For the purpose of being married, or
  - ii. Due to death in the family
- b) The Employer agrees that special leave may be granted in the case of death in the employee's immediate family, to permit attendance at the funeral, or where necessary to settle the estate within one year of the testator's death. The Employer defines family as: father, mother, foster parent, brother, sister, spouse or child of the employee, father or mother of the employee's spouse, brother-in-law, sister-in-law, step-son, step-daughter or other relative living with the employee.
- c) Leave in excess of three (3) days shall be without pay and shall be granted at the discretion of the Employer.

## **Article 11 – Pension Plan (60 Years)**

### **11.1**

- a) Pension Plan shall be provided for in the Agreement between the Employer and the Ontario Municipal Employees Retirement Board.
- b) The Employer shall pay the cost of converting credited service for all current employees who were employees of the Deep River Fire Department on January 1, 1988 from the OMERS N.R.A. 65 plan to the N.R.A. 60 plan.

## **Article 12 – Life Insurance and Medical Coverage**

### **12.1**

It is agreed that the Employer will provide the following for each employee:

- a) Life Insurance in the amount of two times the annual salary;
- b) Great-West Life Extended Health Care, and Basic and Routine Dental Care, or mutually agreed alternative (current fee schedule, automatically adjusted). Vision care component to cover \$300.00 every 24 months and major dental (caps, crowns) with 50% coverage and a \$1,500.00 annual maximum;

c) **Semi-Private Hospital Coverage**

It is further agreed that the Employer's contributions to the preceding items listed in Article 12 shall be 100% of the total payable effective from July 1, 2001.

**Article 13 – Promotion**

**13.1**

The skill and experience of an employee, and the employee's capacity to perform the required task, shall be the determining factors in all cases of transfers, promotion, increases or decreases in the working force, and in the advancement of employees to the higher classifications, and where these are deemed equal between two or more employees, seniority shall be the determining factor.

**Article 14 – Seniority and Service**

**14.1**

- a) **Seniority** – The seniority of employees in the bargaining unit shall be based on the employees' continuous service with the Employer in this bargaining unit.
- b) **Service** – Service shall be deemed to be the total period of continuous employment with the Employer, and a bar shall be given for each 5 years of service.

**Article 15 – Uniforms**

**15.1**

- a) The Corporation agrees to provide each member of the Deep River Fire Fighters Association with uniforms to a value of \$450.00 for each year during the term of this Agreement, provided that where a member uses less than \$450.00 of value during the previous year, the remainder may be carried forward for use in the current year. Clothing orders are to be placed in March for summer wear and in August for winter wear.
- b) Uniforms will be cleaned and paid for by the Employer if soiled by smoke or other while attending a fire call or an emergency call.

- c) Uniforms to remain the property of the Town of Deep River. It was agreed that the return of uniforms should be limited to the last issue. New members shall receive a full uniform consisting of:

2 long sleeve shirts	2 short sleeve shirts
2 pair of pants	1 tunic
1 winter coat	1 tie
1 pair boots	1 pair winter gloves
1 dress cap and badge	

## Article 16 – Service Pay

### 16.1

Each full-time Firefighter of the Deep River Fire Department shall receive Service Recognition Pay in accordance with the following schedule provided he/she meets all eligibility criteria.

- 3% of a 1<sup>st</sup> Class Firefighter's salary after eight (8) years of service
- 6% of a 1<sup>st</sup> Class Firefighter's salary after seventeen (17) years of service
- 9% of a 1<sup>st</sup> Class Firefighter's salary after twenty three (23) years of service

#### Criteria:

1. For members hired on or before October 7, 2010 "years of service" shall mean continuous service with any Fire Department. For members hired after October 7, 2010 "years of service" shall mean continuous service with Deep River Fire Department.
  2. Must be at least the Rank of First Class Firefighter.
- a) Service Recognition Pay shall commence on the anniversary date that the Firefighter completes the requisite years of service for each level.
  - b) Any eligible Firefighter who is absent from work for any reason in excess of twenty-one (21) consecutive working shifts, except absences under an approved WSIB claim, shall have his Service Recognition Pay suspended until date of return to work as a First Class Firefighter or Captain.
  - c) Service Recognition Pay shall be added to the member's base salary as set out in Article 18 and will form part of the member's regular annual salary. It is understood that this salary will be included as pensionable earnings as defined by OMERS and will be used to determine all rights flowing from the collective agreement except for the purposes of Sick Leave and Gratuities under Articles 9.c., 9.d. and 9.i.

## Article 17 – Leave of Absence for Union Officers

### 17.1

The Employer agrees that leave of absence without pay not to exceed twenty days annually shall be granted to not more than one member of the Association: this is to include conventions and seminars of the Ontario Professional Fire Fighters Association (OPFFA).

## Article 18 – Salaries

### 18.1

The Corporation agrees to pay the following salaries effective on the dates shown:

Rank	Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014
Captain (110% of 1 <sup>st</sup> Class FF*) *Effective Dec. 3/14	\$89705	\$92396	\$96931* *Effective Dec. 3/14
1 <sup>st</sup> Class Firefighter (100%)	\$83060	\$85552	\$88119
2 <sup>nd</sup> Class Firefighter (90% of 1 <sup>st</sup> Class FF)	\$74754	\$76997	\$79307
3 <sup>rd</sup> Class Firefighter (80% of 1 <sup>st</sup> Class FF)	\$66448	\$68442	\$70495
4 <sup>th</sup> Class Firefighter (75% of 1 <sup>st</sup> Class FF)	\$62295	\$64264	\$66089
Probationary Firefighter (70% of 1 <sup>st</sup> Class FF)	\$58142	\$59886	\$61683

## Article 19 – Schedule of Promotions

### 19.1

Provided the services of the employee are satisfactory, promotion shall progress as follows:

Fire Fighter Probationary	up to one year
Fire Fighter 4 <sup>th</sup> Class	1 year to 2 years
Fire Fighter 3 <sup>rd</sup> Class	2 years to 3 years
Fire Fighter 2 <sup>nd</sup> Class	3 years to 4 years
Fire Fighter 1 <sup>st</sup> Class	4 years and up

## **Article 20 – Overtime**

### **20.1**

- a) If the Employer should deem it necessary for any employee to work longer hours than that provided for under Section 6, the employee shall be paid at the rate of time and one-half for such overtime work performed. Overtime rates will be paid in the event schedule is altered with less than 24 hours notice.
- b) In lieu of cash payment for overtime an employee may choose to receive time off with pay for overtime credits subject to the following conditions:
  - i. Shall be scheduled at a time mutually agreeable to the employer and employee;
  - ii. Shall be scheduled for day shifts from Monday to Thursday inclusive;
  - iii. Shall not accumulate beyond 40 hours unless approved by the employer.

## **Article 21 – Call Out**

### **21.1**

- a. An employee who is called in for extra service at any time when they are not working a scheduled shift, shall be compensated with a minimum of 3 hours wages at time and one half plus 1 hour at straight time.
- b. An employee shall be supplied with a meal ticket in case of a call out, every four hours. In the case of a hold-over past the employee's normal working hours, the employee shall be supplied with a meal ticket after the first hour of hold-over, and a meal ticket every four hours thereafter. The value of a meal ticket shall be \$8.50.

## **Article 22 – Deduction of Union Dues**

### **22.1**

The Employer shall deduct from the earnings of each employee for whom the Association is the bargaining agent, such monthly amount as prescribed by the Association and such amount shall be disbursed to the Association by the Employer.

## **Article 23 – Medical Examination**

### **23.1**

- a) The Association agrees that all full-time employees shall be subject to periodic medical examination by the member's own doctor, the cost of the medical to be paid by the Employer.
- b) In the event that the service of an employee is required to be discontinued on medical grounds, the Employer agrees to endeavour to find such a member suitable alternative employment within the Corporation.

## **Article 24 – Pay for Acting Rank**

### **24.1**

When an employee is required by the Employer to act in the capacity of Captain, and acts in this capacity for more than one shift, the Employer will pay the employee for all the time worked in the acting rank at a rate which is the median figure between the employee's own rate of pay and the Captain's rate of pay.

## **Article 25 – Disciplinary Procedure**

### **25.1**

When a written reprimand is issued and entered on the record of an employee, a copy of the written reprimand shall be given to the employee and the Association.

## **Article 26 – Residence Requirements**

### **26.1**

All employees who become employees after January 1, 1973, must live within a 5 mile road distance of the Deep River Fire Hall; any employee changing residence must conform with this requirement for new employees.

## **Article 27 – Contracting out**

### **27.1**

- a) Except to the extent and to the degree agreed upon by the parties, 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;

## **Article 28 – Retiree Benefits**

### **28.1**

The Employer will provide extended health care coverage under this article to a member who has retired, at the member's option, provided that:

- a) The member has retired and qualified for an OMERS pension;
- b) Such coverage ceases permanently
  - i. 10 years after the member's date of retirement;
  - ii. When the member reaches age 65; or
  - iii. When the member becomes entitled to and qualifies for coverage by reason of employment of the member.
- c) Such coverage shall be equivalent to the coverage provided to members of the bargaining unit on active service from time to time, except where a limitation on coverage specific to retired members is prescribed by the insurance carrier. At the time of these negotiations, the restrictions are as follows:
  - i. Private Duty Nursing would be limited to \$5,000 (per year)
  - ii. No out-of-country coverage
  - iii. Basic Life limited to a flat \$5,000
  - iv. Benefits terminate at age 65
- d) The parties recognize that as a result of the health and safety risks to fire fighters, and to the community, any employee of the fire service who may be called upon at any time to engage in firefighter suppression activities shall be required to retire at age sixty subject to any obligation to accommodate under the *Ontario Human Rights Code*.

## **Article 29 – Duration and Amendment of Agreement**

### **29.1**

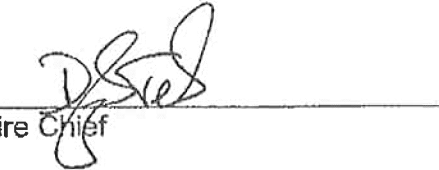
- a) This Agreement will be effective from January 1, 2012 to December 31, 2014;
- b) If either the Employer or the Association desires to amend or terminate this Agreement, it must notify the other party at least 90 days prior to the expiry of the Agreement. Whenever notice is given for proposed amendments, the nature of the proposed amendments desired must be specified in the notice and, until satisfactory conclusion is reached in the matter of the proposed amendments, the original provisions shall remain in effect.

In witness whereof the parties hereto have executed this Agreement by the hands of their proper officers:

On behalf of the Corporation of  
The Town of Deep River



Chief Administrative Officer/Clerk



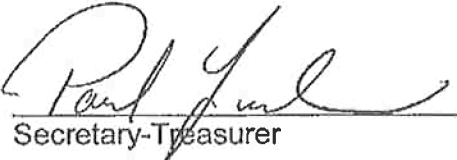
Fire Chief

January 26, 2015  
Date

On behalf of the Deep River  
Professional Fire Fighters  
Association, IAFF Local #1276



President



Secretary-Treasurer

Jan 26 2015  
Date

## Appendices

The following appendices form part of this collective agreement until they are merged into the formal collective agreement by the respective parties:

### **Appendix A**

Resolve to Grievance #2013-01

### **Appendix B**

Resolve to Grievance #2013-02

Appendix "A"

**MEMORANDUM OF SETTLEMENT AND RELEASE  
BETWEEN  
THE CORPORATION OF THE TOWN OF DEEP RIVER  
(Hereinafter referred to as the "Town")**

**AND**

**THE DEEP RIVER FIREFIGHTERS ASSOCIATION  
(Hereinafter referred to as the "Association")**

**WHEREAS** the Association has filed Grievance 2013-01 alleging that the Town has violated Article 18 of the Collective Agreement between the parties and section 56 of the *Fire Prevention and Protection Act, 1997*, by implementing a one week holdback in the payroll cycle;

**AND WHEREAS** the Town and Association have met to discuss the issues outlined in Grievance 2013-01;

**AND WHEREAS** both parties wish to resolve the grievance;

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The Town agrees to pay to each Association member, 42 hours of pay, less statutory deductions for the week of pay that was not processed in 2013. Each Association member shall receive the sum in accordance with the amounts listed in Table 1 to this Agreement, corresponding to each member's respective job classification. These amounts shall be paid to each Association member through the next payroll immediately following execution of this Agreement.
2. In accordance with the terms outlined in Paragraph 1 above, at the time the Association member ceases to be an employee of the Town for whatever reason, the Association members' final pay shall be reconciled to ensure that the member is neither over paid, nor under paid upon conclusion of their tenure with the Town. It is understood that all members as of the date of this agreement were paid 1/26<sup>th</sup> of their annual salary on the first pay following their date of hire.

Table 1 – Weekly Pay Schedule for DRFD Employees

<b>Captain + 9%</b>	<b>\$</b>	<b>1,958.88</b>
<b>1st class + 3%</b>	<b>\$</b>	<b>1,720.22</b>
<b>1st class + 6%</b>	<b>\$</b>	<b>1,770.43</b>
<b>1st class + 9%</b>	<b>\$</b>	<b>1,820.52</b>

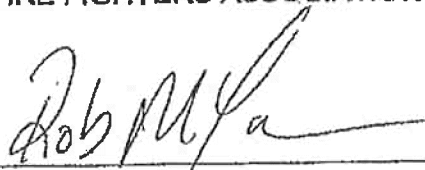
3. For all members hired after the date of execution of this Agreement, the Town will delay one week's pay less statutory deductions. At the time the Association member ceases to be an employee of the Town for whatever reason, the Association members' final pay shall be reconciled to ensure that the member is neither over paid, nor under paid upon conclusion of their tenure with the Town.
4. The Deep River Firefighters Association members shall be paid every 2 weeks and the pay shall represent 1/26<sup>th</sup> of the member's annual salary, less statutory deductions. The pay cycle for Association members covers a fourteen day period beginning on a Saturday and ending on the Friday, fourteen days later. Payroll, less statutory deductions is processed on the regular Thursday pay day through direct deposit to the bank account specified by the employee.
5. The Association agrees that this settlement is not an admission of liability by the Town.
6. The Association hereby withdraws Grievance 2013-01, as settled upon the terms and conditions contained within this Memorandum.


IN WITNESS WHEREOF the parties hereto have executed this agreement by the authorized parties.

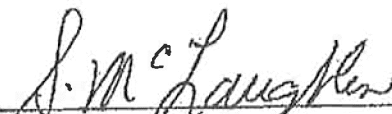
ON BEHALF OF THE CORPORATION  
OF THE TOWN OF DEEP RIVER

ON BEHALF OF THE DEEP RIVER  
FIRE FIGHTERS ASSOCIATION

  
\_\_\_\_\_  
Fire Chief

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Chief Administrative Officer / Clerk

  
\_\_\_\_\_  
Association Vice President

Oct. 3, 2014  
Date

Oct 03-2014  
Date

Appendix "B"

**MEMORANDUM OF SETTLEMENT AND RELEASE  
BETWEEN  
THE CORPORATION OF THE TOWN OF DEEP RIVER  
(Hereinafter referred to as the "Town")**

**AND**

**THE DEEP RIVER FIREFIGHTERS ASSOCIATION  
(Hereinafter referred to as the "Association")**

**WHEREAS** the Association has filed Grievance 2013-02 alleging that the Town's decision to change the company providing health benefit coverage from Great West Life to Manulife Financial is a violation of Article 12(b) of the Collective Agreement between the parties and section 56 of the *Fire Prevention and Protection Act, 1997*;

**AND WHEREAS** the Town and the Association have met to discuss the issues outlined in Grievance 2013-02;

**AND WHEREAS** both parties wish to resolve the grievance;

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The Town and Association agree that pursuant to Article 12(b) of the Collective Agreement, the provision of health benefits will be provided by Manulife Financial and Accidental Death & Dismemberment by Citadel Insurance Services Policy 1F900 as of February 1, 2013.
2. The level of benefit coverage that was provided by Great West Life on January 31, 2013 will be maintained or enhanced by Manulife and Citadel Insurance Services Policy 1F900, unless changes in coverage are agreed to by the parties or awarded by a Board of Arbitration.
3. Strictly in good faith and **WITHOUT PREJUDICE**, the Town will pay to the Association 50% ( $\$889.88 + \$98.87 = \$988.75$ ) of the cost of the Benefit Plan and AD&D Analysis that the Association undertook and as attached to this Agreement.

4. In consideration of the performance of the undertakings agreed to in this Memorandum, the Association will hereby release and forever discharge the Town and its' agents from any and all actions whatsoever, relating to Grievance 2013-02.
5. The Association agrees that this settlement is not an admission of liability by the Town.
6. The Association hereby withdraws Grievance 2013-02, as settled upon the terms and conditions contained herein.
7. This Agreement shall form part of the Collective Agreement.

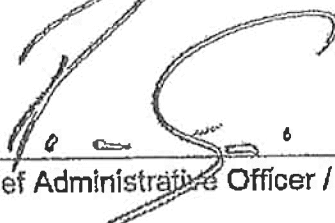
IN WITNESS WHEREOF the parties hereto have executed this agreement by the authorized parties.

ON BEHALF OF THE CORPORATION  
OF THE TOWN OF DEEP RIVER

ON BEHALF OF THE DEEP RIVER  
FIRE FIGHTERS ASSOCIATION

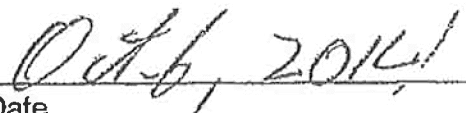
  
\_\_\_\_\_  
Fire Chief

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Chief Administrative Officer / Clerk

  
\_\_\_\_\_  
Association Vice President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date