

COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF CLARENCE ROCKLAND

- and -

**THE CLARENCE ROCKLAND PROFESSIONAL FIREFIGHTERS ASSOCIATION,
LOCAL 4987**

Effective: January 1, 2020

Expiry: December 31, 2023

Table of Contents

ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – RECOGNITION AND SCOPE.....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	1
ARTICLE 4 – DUES COLLECTION.....	2
ARTICLE 5 – DISCRIMINATION.....	2
ARTICLE 6 – GRIEVANCE PROCEDURES.....	2
ARTICLE 7 – GRIEVANCE ARBITRATION.....	3
ARTICLE 8 – PROBATIONARY PERIOD.....	4
ARTICLE 9 – SENIORITY.....	4
ARTICLE 10 – RANK PROGRESSION.....	5
ARTICLE 11 – LAYOFF AND RECALL.....	7
ARTICLE 12 – JOB POSTINGS AND PROMOTIONS FOR BARGAINING UNIT POSITIONS.....	8
ARTICLE 13 – DISCIPLINE.....	9
ARTICLE 14 – HOURS OF WORK.....	9
ARTICLE 15 – CALL-BACKS AND OVERTIME.....	10
ARTICLE 16 – BEREAVEMENT LEAVE.....	10
ARTICLE 17 – PREGNANCY AND PARENTAL LEAVE.....	11
ARTICLE 18 – ASSOCIATION LEAVE.....	11
ARTICLE 19 – EXTERNAL TRAINING PROGRAMS AND PROFESSIONAL DEVELOPMENT.....	12
ARTICLE 20 – COURT APPEARANCES.....	12
ARTICLE 21 – STATUTORY AND DECLARED HOLIDAYS.....	13
ARTICLE 22 – VACATION.....	13
ARTICLE 23 – PAID SICK LEAVE, MEDICAL DOCUMENTATION AND MEDICAL EXAMINATIONS.....	15
ARTICLE 24 – INSURED BENEFITS.....	16
ARTICLE 25 – SURVIVOR BENEFITS.....	17
ARTICLE 26 – REPORTING CHANGES IN PERSONAL INFORMATION.....	17
ARTICLE 27 – WORKPLACE SAFETY AND INSURANCE.....	17
ARTICLE 28 – SALARIES.....	18
ARTICLE 29 – OMERS.....	19

ARTICLE 30 – UNIFORM CLOTHING	19
ARTICLE 31 – FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT	20
ARTICLE 32 – IMMUNIZATION	20
ARTICLE 33 – MILEAGE	20
ARTICLE 34 – INDEMNIFICATION	21
ARTICLE 35 – CONTRACTING OUT	21
ARTICLE 36 – TECHNOLOGICAL CHANGE	21
ARTICLE 37 – PROVISION OF INFORMATION	22
ARTICLE 38 – HEALTH AND SAFETY	22
ARTICLE 39 – LABOUR MANAGEMENT COMMITTEE	22
ARTICLE 40 – USE OF FACILITIES.....	23
ARTICLE 41 – DURATION	23

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain relations between the Employer, the Association and the employees who are subject to the provisions of this Agreement; and to provide a mechanism for the timely disposition of grievances.
- 1.02 Parties agree to update the collective agreement so as to make it gender neutral.
- 1.03 In this Agreement, the words “employee” and “firefighter” shall be synonymous and shall mean all full-time firefighter(s) within the Clarence Rockland Fire Department to whom this Agreement applies, unless specified otherwise.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Corporation recognizes the Clarence Rockland Professional Firefighters Association as the exclusive bargaining agent for all full-time firefighters, as defined under Part IX of the *Fire Protection and Prevention Act, 1997*, within the Clarence Rockland Fire Department, save and except for the Deputy Chief(s), persons above the rank of Deputy Chief, and office and clerical staff.
- 2.02 All employees of the Clarence Rockland Fire Department who are now members of the Clarence Rockland Professional Firefighters Association shall remain members of the Association in good standing as a condition of employment, and all new employees of the Fire Department to whom this Agreement applies shall become members of the Association and continue their membership in good standing as a condition of continued employment.
- 2.03 The Employer agrees to acquaint new employees covered by this Agreement with the fact of this Agreement, and to provide each such employee with a copy of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Association agrees that it is the exclusive right of the Corporation to:
- (a) Maintain order, discipline, and efficiency;
 - (b) Hire, lay-off, classify, direct, transfer, and promote employees;
 - (c) Demote, suspend, discipline or discharge non-probationary employees for just and reasonable cause;
 - (d) Generally to manage the enterprise in which the Corporation is engaged, and without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be

employed, schedules of operations, the types and locations of equipment to be used, and the number of persons to be employed.

- 3.02 The Corporation agrees that all of these rights will be executed in a manner consistent with the terms of this collective agreement.

ARTICLE 4 – DUES COLLECTION

- 4.01 All employees covered by this Agreement shall be required to notify the Corporation, via the Association Secretary-Treasurer in writing, of authorization to deduct membership dues, rates and assessments from their pay.
- 4.02 The membership dues, rates and assessments collected by the Corporation on behalf of the Association shall be forwarded to the Association monthly, accompanied by a list showing from whom deductions were made and the amounts deducted.
- 4.03 The Secretary-Treasurer of the Association shall notify the City of Clarence Rockland Payroll Department, at least sixty (60) days prior to any changes in membership dues, rates and/or assessments to be collected.
- 4.04 The Association shall be responsible to keep the Corporation informed, in writing, as to the name and address of its Secretary-Treasurer.
- 4.05 In consideration of the deductions and forwarding of Association dues, rates and assessments in accordance with the foregoing by the Corporation, the Association does hereby indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this Article.

ARTICLE 5 – DISCRIMINATION

- 5.01 The parties agree that there shall be no discrimination or intimidation by either party, their representatives or members because of an employee's participation in the Association or by virtue of his holding office in, or performing work on behalf of the Association.

ARTICLE 6 – GRIEVANCE PROCEDURES

- 6.01 For the purpose of this agreement, a grievance shall mean any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement, including any question as to whether a matter is arbitrable. Firefighters shall make every effort to discuss complaints that may lead to a personal grievance with their immediate supervisor before resorting to the formal grievance procedure, in an effort to resolve the issue.

Stage 1

Written grievances that have been accepted by the Association's Grievance Committee shall be forwarded to the Chief within ten (10) days of the events that form the basis of the grievance. The grievance shall contain the article of the collective agreement on which the grievance is based.

Within ten (10) days after the grievance is received by the Chief, the Grievance Committee shall meet with the Chief or designate to have the grievance heard. In the case of a personal or group grievance, the grievor(s) may attend the meeting between the Grievance Committee and the Chief, with the agreement of both parties. A decision shall be rendered by the Chief or designate in written within ten (10) days after this meeting.

Stage 2

Failing resolution, the Grievance Committee may submit the grievance in writing to the CAO or designate, Within ten (10) days, the CAO or designate shall meet with the Grievance Committee, and shall thereafter render a decision in writing within a further ten (10) days.

- 6.02 All grievances, whether personal, group or policy (and whether filed by the Employer or the Association), shall be filed at Stage 1 of the Grievance Procedure. It is understood that, in the case of a policy grievance, the issue need not be raised with the immediate supervisor advance of a written grievance being initiated.
- 6.03 The timelines set out in Article 6 are mandatory. Such timelines may be extended by mutual agreement of the parties in writing.
- 6.04 In this Article, the phrase "days" when used in connection to timelines, shall exclude Saturdays, Sundays and days on which the Employer's administration offices are closed.
- 6.05 The Association shall appoint no more than three (3) members of the Association to its Grievance Committee, and shall give the Employer written notice of appointments and changes in appointments which may take place from time to time, as soon as changes are made.

ARTICLE 7 – GRIEVANCE ARBITRATION

- 7.01 The arbitration of grievances between the parties shall be conducted in accordance with the provisions of the *Fire Protection and Prevention Act, 1997*.
- 7.02 Either party shall notify the other in writing, within ten (10) days of exhausting the grievance procedure, of its desire to submit the grievance to arbitration. The parties shall mutually agree on an acceptable arbitrator failing which an

arbitrator shall be appointed in accordance with the *Fire Protection and Prevention Act, 1997*.

7.03 At an arbitration pursuant to this Article, and subject to section 53(9) of the *Fire Protection and Prevention Act, 1997*, the sole arbitrator or Board of Arbitration, as the case may be, shall not have the power to add to, subtract from, alter, modify or amend this Agreement in any way, nor otherwise make any decision inconsistent with this Agreement.

7.04 In this Article, the phrase “days” when used in connection with timelines, shall exclude Saturdays, Sundays and days on which the Employer’s administration offices are closed.

7.05 The timelines set out in Article 7 are mandatory. Such timelines may be extended by mutual agreement of the parties in writing.

ARTICLE 8 – PROBATIONARY PERIOD

8.01 The probationary period for all new full-time employees of the Clarence-Rockland Fire Department shall be twelve (12) months.

8.02 Probationary employees shall be members of the Association from their date of hire. During this probationary period, the new employee shall not have recourse to the grievance procedure due to termination of employment.

ARTICLE 9 – SENIORITY

9.01 The Corporation shall establish a seniority list for all employees covered by this Agreement based on the employee’s hire date as a full-time employee. The seniority list shall include:

- (a) The employee’s name;
- (b) The employee’s classification; and
- (c) The employee’s date of hire

9.02 No two employees shall have the same seniority date. In the event the Corporation offers full-time employment to more than one individual on the same date, the employees to whom offers of full-time employment have been made shall be hired by the Corporation on different dates in accordance with their overall entrance evaluation score, and their seniority dates with the Association shall reflect such hiring dates.

9.03 The seniority list shall be updated annually and a copy shall be provided to the Association.

9.04 The Association acknowledges that all entitlements in the Agreement shall be based on the employee's date of hire as a full-time employee with the Clarence-Rockland Fire Department.

ARTICLE 10 – RANK PROGRESSION

10.01 Progression through the ranks from Probationary firefighter to First Class firefighter is based on seniority in the bargaining unit and qualifications. Progression through the ranks shall require successful completion of written and practical examinations (the former of which may be conducted electronically), and satisfactory completion of the following periods of service in each classification:

- (a) Probationary firefighter – 1 year;
- (b) Third Class firefighter – 1 year;
- (c) Second Class firefighter – 1 year; and
- (d) First Class firefighter.

Minimum Examination Score

10.02 To progress from Probationary firefighter to First Class firefighter, employees must achieve a minimum score of 75% on each examination.

Subject Material

10.03 The subject matter for all examinations (written and practical) will be drawn from material deemed relevant to the employee's position, including but not limited to the most current:

- (a) IFSTA and/or other Firefighter Manual;
- (b) Red Cross Emergency Care for Professional Responder Manual
- (c) Standard Operating Guidelines;
- (d) NFPA and other applicable standards.

10.04 It is understood that any material mandated by law or statute that the Employees are required to know in the regular performance of their duties, which could be examinable, will be incorporated in the above materials.

10.05 It is further understood that all such material will be made available to each employee at least two (3) months prior to the date of the written or practical promotional examination. The Employer will also identify the specific chapters of the materials that will be subject matter of the written examination, and the specific skills that will be the subject of the practical examination, along with

the evaluation criteria for both. The chapters and skills that will be the focus of the examinations will be relevant and commensurate to the duties and responsibilities of the employee with a view to their position within the rank structure.

Timing of Examination

- 10.06 Wherever possible, employees shall be given an opportunity to complete promotional examinations a minimum of thirty (30) days before their anniversary date.
- 10.07 Except as outlined below, employees will advance to the next classification effective their anniversary date, with any wage increase being effective on this same date.

Review of Examination Results

- 10.08 Within ten (10) days of receiving their examination results, employees may request a meeting with their evaluator to review and discuss the results of their examinations.

Review Board

- 10.09 A Review Board comprised of two (2) representatives of the Corporation and one (1) representative of the Association will be established to review any questions that may arise related to questions or skills tested on the examination. The Review Board will have an opportunity to review the questions or skills tested in the examinations, along with the evaluation criteria. The parties agree to keep the information confidential in order to protect the integrity of the examination process.

All questions related to the examinations shall be in writing and provided to the Fire Chief or his designate within the latter of seven (7) days of the date of receiving the examination results or the meeting between the employee and their evaluator. Adjustments will be made by majority of the Review Board, and the decision of the Review Board shall be final.

Illness or Injury

- 10.10 In the event that an employee is unable to write an examination due to illness or injury (confirmed by a satisfactory medical certificate), he will be permitted to write another examination within thirty (30) days of the date when the original examination was scheduled or held, or the date that the employee returns to work, whichever occurs later. The employee will be advised of the time and location at least one (1) week in advance.

10.11 Employees will advance to the next classification effective the date of successful completion of the required written and practical examinations, with any wage rate being effective on this same date.

Re-write

10.12 In the event that an employee does not achieve the minimum required score to progress to the next classification, he will be permitted the opportunity to be re-examined a minimum of thirty (30) days after, but no more than ninety (90) days from the date that he received notice of his failure of the examination. Such notice will be in writing.

10.13 If an employee fails to successfully qualify for advancement two (2) consecutive times, the employee shall not progress to the next classification and shall not have another opportunity to re-qualify for progression until one (1) calendar year following their applicable anniversary date. If the employee again fails to successfully qualify for progression, the employee will meet with a union representative and the Fire Chief and/or Deputy Chief and the employee's career will be evaluated.

10.14 Should, at the conclusion of the meeting, the Employer determine that the employee is not suitable to continue as an employee of the Fire Department, his employment may be terminated.

10.15 Employees will advance to the next classification effective the date following their successful completion of the re-examination, with any wage increase being effective on this same date.

ARTICLE 11 – LAYOFF AND RECALL

11.01 In the event of a layoff, the employee with the least seniority shall be laid off first, provided the remaining employees have the ability to perform the work and successfully complete the training required to perform the work.

11.02 In the event of a recall, the employee with the most seniority shall be recalled first, provided the employee has the ability to perform the work and successfully complete the training required to perform the work.

11.03 An employee who has been laid off will have his or her name retained on the recall list for a period of two (2) years from the date of layoff, unless the employee has renounced his or her right of recall. No new employee shall be hired until those who remain on layoff (with recall rights) have been given an opportunity of recall.

11.04 An employee will be deemed to have resigned if the employee fails to acknowledge his/her intent to return to work within ten (10) business days of receipt of notice of recall or if the employee fails to report to work within twenty (20) business days of receipt of notice of recall. Notice of recall shall

be made by telephone (to employee's last home and cellular telephone number registered with the Corporation). If the Corporation is unable to reach the employee via telephone, then notice of recall will be sent by registered mail to the employee's last address registered with the Corporation.

- 11.05 Employees on layoff (with recall rights) shall remain eligible for group health and dental benefits for a period of six (6) months, provided and to the extent that the current health and dental plan allows for continuation of such benefits, and provided the employee pays the premiums for such coverage in advance.

ARTICLE 12 – JOB POSTINGS AND PROMOTIONS FOR BARGAINING UNIT POSITIONS

- 12.01 This Article shall apply to job postings and promotions for bargaining unit positions above First Class Firefighter.
- 12.02 In the event that new positions within the bargaining unit are created or the Corporation declares a vacancy for an existing position in the bargaining unit, the Corporation will post notices of such positions in each Fire Station for a period of not less than twenty-one (21) days.
- 12.03 Vacancies shall be posted internally and may be posted externally at the same time. The internal posting shall be posted for seven (7) working days, and internal candidates will be considered and notified before external candidates' applications are reviewed or considered.
- 12.04 In filling vacancies and making transfers or promotions among bargaining unit employees, the Corporation will consider qualifications, skill and ability as the primary factors.
- 12.05 The Corporation agrees to apply the following grading scheme to both external and internal candidates.

Qualifications	25% (including experience)
Written/Online Exam	25% (Minimum 75% passing score)
Practical Exam	25% (Minimum 75% passing score)
Personal Assessment	10% (including in-person interview)
Seniority	15% (0.75% per year, up to a max of 15%)

- 12.06 Upon request, the Employer will provide each employee with their overall score and score in each of the above categories.

- 12.07 Where two (2) or more candidates are deemed by the Corporation, acting reasonably, to be relatively equal with regard to all relevant factors, seniority in the bargaining unit shall be the determining factor.

Trial Period for New Officers

- 12.08 Employees promoted or awarded new positions in the bargaining unit shall be subject to a twelve (12) month trial period.
- 12.09 In the event that a successful applicant from the bargaining unit proves unsatisfactory during the trial period, or decides not to continue in the position, he shall be returned to his former position without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority.
- 12.10 In the event that a successful applicant from outside the bargaining unit proves unsatisfactory during the trial period, or decides not to continue in the position, he may resign from his employment with the City, or be discharged from employment at the Fire Chief's discretion.

ARTICLE 13 – DISCIPLINE

- 13.01 If the Corporation finds it necessary to discipline an employee, both the employee and the Association Executive shall be notified. The employee may request that a representative from the Executive be present at the disciplinary meeting, and such request will not be unreasonably withheld.
- 13.02 Except for incidents of workplace violence or harassment, any disciplinary notation(s) on an employee's record shall be removed from such record on the second anniversary of each disciplinary action, unless the employee is subject to a similar disciplinary measure within the two (2) year period, in which case the records of discipline will remain.

ARTICLE 14 – HOURS OF WORK

- 14.01 Fire Suppression employees shall work a forty (40) hour workweek.
- 14.02 Fire Suppression employees shall work Monday to Friday from 0800 hrs to 1600 hrs.
- 14.03 Fire Prevention employees shall work a thirty-five (35) hour workweek.
- 14.04 Fire Prevention employees shall work Monday to Friday from 0830 hrs to 1630 hrs (inclusive of a one(1) hour unpaid lunch break per day).
- 14.05 By mutual agreement between employer and employee, flexible working hours are permitted while maintaining average hours per week.

ARTICLE 15 – CALL-BACKS AND OVERTIME

- 15.01 When an employee is required to perform fifteen (15) minutes or more overtime work outside his normal working hours, he shall be compensated for such work at time and one half (1.5).
- 15.02 If an employee is called-in while off-duty, he will receive a minimum of two (2) hours' pay, with the exception of employees called in prior to and contiguous with the beginning of a shift, who will be paid for only those hours worked. No additional payment will be made for more than one call-out during the two (2) hour period of the first call.
- 15.03 Employees attending regular bi-weekly training sessions will be paid his regular rate of pay (straight time) for all such hours. All other in-house training during off-duty hours will be paid at time and one half (1.5), provided the training is required by the Employer.
- 15.04 Employees may bank overtime hours worked in a lieu time bank. The hours in the lieu time bank shall not exceed 50 hours at any time during the calendar year. This is a rolling bank of lieu time hours. If at any time the lieu bank exceeds 50 hours, the hours in excess shall be paid out to the employee. All hours banked shall be converted into straight time (ex. 3 hours at overtime shall equal to 4.5 hours in lieu bank). All banked lieu time that has not been scheduled by December 31st of the calendar shall be paid out in January of the following year. Lieu time may only be scheduled when there is a minimum of one (1) remaining employee on shift, and shall be approved by the Fire Chief or designate. An employee shall be permitted to request a payout of the total or a portion of the lieu bank hours with a written notice to the Fire Chief or designate. This shall be the only time bank where hours may be banked.
- 15.05 Employees shall be permitted to attend all fire/emergency calls and the employee shall be paid at the overtime rate in Article 15.02. In the event that a second qualifying emergency occurs within 1 hour of the initial qualifying emergency, the second emergency shall be considered included within the two hours pay as outlined in 15.02.

Employees shall be permitted to attend all fire/emergencies defined within the CAD system as per Appendix B of current Collective Agreement.

During any and all mutual aid emergency's that require additional staffing, all full time firefighters will be called to attend and paid as per Article 15.02.

ARTICLE 16 – BEREAVEMENT LEAVE

- 16.01 Upon the death of an employee's spouse, child, step-child, or parent of the employee, an employee will be granted a maximum of five (5) consecutive

calendar days off work without loss of pay. These five (5) days must be taken within seven (7) calendar days surrounding the day of the funeral or any other equivalent ceremony. This includes a common-law spouse with whom the employee has lived for at least one (1) year.

- 16.02 Upon the death of a member of the employee's immediate family, an employee will be granted a maximum of three (3) consecutive calendar days off work without loss of pay. These three (3) days must be taken within seven (7) calendar days surrounding the day of the funeral or any other equivalent ceremony. An employee's immediate family includes brother, sister, step-brother, step-sister, grandparents of the employee, father-in-law, mother-in-law, grandchildren.
- 16.03 Upon the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew, niece, or a grandparent of the employee's spouse, an employee will be granted his regular wages or salary on the day of the funeral or any other equivalent ceremony, provided that such funeral or equivalent ceremony occurs on a scheduled day of work and the employee attends the funeral or equivalent ceremony.
- 16.04 One (1) of the given days may be taken at a later date when interment is delayed.
- 16.05 The Fire Chief or his designate may grant additional bereavement leave for extenuating circumstances.

ARTICLE 17 – PREGNANCY AND PARENTAL LEAVE

- 17.01 Firefighters are entitled to pregnancy leave and parental leave without pay in accordance with the provisions of the *Employment Standards Act, 2000*, without loss of seniority, benefits or occupational classification.
- 17.02 The Corporation shall pay the employer's share of OMERS contributions unless the firefighter gives written notice before the leave begins of their choice not to pay the firefighter's share of OMERS contributions, in which case the Employer is not required to pay its share of contributions.

ARTICLE 18 – ASSOCIATION LEAVE

- 18.01 Leave of absence without loss of pay shall be granted to a maximum of three (3) members of the Association for the purpose of attending contract negotiations.
- 18.02 Leave of absence without loss of pay shall be granted to up to three (3) members of the Association's Grievance Committee for the purpose of attending grievance meetings or hearings. However, payment will not be provided to any member of the Association if he/she is the grievor appearing at his/her own termination meeting or hearing.

18.03 The President of the Association shall be granted a leave of absence for up to four (4) days per calendar year for the proper performance of his/her office, provided:

- (a) the President provides two (2) weeks advanced notice where possible which may be waived in whole or in part by the Fire Chief in his/her discretion.
- (b) no other firefighter is scheduled to be off work on the day(s) the President seeks to take leave; and
- (c) provided no special or external training session, educational seminar, or other work-related event is scheduled on the day(s) the President seeks to take leave.

Such leave of absence shall be without loss of pay.

18.04 All Association leave shall be at straight time (i.e. regular rate).

ARTICLE 19 – EXTERNAL TRAINING PROGRAMS AND PROFESSIONAL DEVELOPMENT

19.01 If an employee is required to attend external training courses during his regular working hours, he will receive his regular salary.

19.02 If an employee is required to attend external training courses outside of his regular working hours, he will be paid time and one half (1.5) for all such hours.

19.03 In addition to the foregoing, each employee who is required to attend external training courses outside the boundaries of the City of Clarence-Rockland shall be paid for their actual travel time at their regular rate of pay (straight pay) provided the travel time occurs outside regular hours.

19.04 If the employee is required to use his personal vehicle to travel to an external training course outside the boundaries of the City of Clarence-Rockland, he will be reimbursed at the applicable kilometer rate established by City Policy.

ARTICLE 20 – COURT APPEARANCES

20.01 Firefighters called for jury duty, or subpoenaed as a Crown witness or as a witness in a civil or criminal proceeding regarding fire department business in which the employee had been directly involved, shall receive for each day absent from regularly scheduled working hours, his/her regular wages for those hours provided the employee remits to the Corporation any jury or witness fees received.

- 20.02 If a firefighter is called for jury duty, or subpoenaed to attend as a Crown Witness or as a witness in a civil or criminal proceeding regarding fire department business in which the employee had been directly involved, during what would otherwise be his/her off duty hours, he/she shall receive a minimum of three hours pay at the rate of time and one half.
- 20.03 With the approval of the Fire Chief, the employee may instead elect to take time off in lieu of payment in accordance with Article 15.04. In either case, all witness or jury fees received by the employee shall be remitted to the Corporation.
- 20.04 It is agreed that this article does not apply to arbitration proceedings.

ARTICLE 21 – STATUTORY AND DECLARED HOLIDAYS

- 21.01 Each employee shall be entitled to one (1) shift with pay for each of the following statutory or declared holidays:

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

- 21.02 All statutory and declared holidays to which an employee is entitled shall be taken in time off on the day designated by the Corporation.

ARTICLE 22 – VACATION

Vacation Entitlement

- 22.01 Annual vacation with pay shall be granted to each employee based on the following schedule:

Years of Completed Service	Annual Entitlement
Less than 1 Year	1 day per month of service to a maximum of ten (10) days

1 Year or More	Fifteen (15) days
8 Years or More	Twenty (20) days
15 Years or More	Twenty-four (24) days
20 Years or More	Twenty-five (25) days
25 Years or More	Twenty-nine (29) days
28 Years or More	Thirty (30) days

- 22.02 Where possible, vacation must be taken in calendar weeks, unless the Fire Chief or his designate approves otherwise.
- 22.03 There shall be no carry over of vacation from one vacation year to another without written authorization by the Fire Chief or his designate.
- 22.04 Annual vacation shall be pro-rated upon retirement or termination of employment, provided the employee has unused annual vacation leave standing to his credit at the time of such retirement or termination. If the employee has taken more annual vacation than he is entitled to on a pro-rated basis, the Corporation shall be entitled to recoup such excess vacation from any final monies owing to the employee.

Vacation Selection

- 22.05 All vacation requests must be submitted to the Fire Chief or his designate by March 31st of each calendar year, to be considered on the basis of seniority as outlined below. In the event an employee does not submit a vacation request by March 31st, he forfeits the scheduling of those vacation days by seniority.
- 22.06 All employees will make their requests for up to two (2) weeks' vacation. Vacation shall be scheduled in order of seniority. All remaining vacation will then be scheduled one week at a time in the same order until all vacation entitlements are scheduled. All vacation requests are subject to the approval of the Fire Chief or his designate.
- 22.07 Only one (1) employee from the Suppression Division may be scheduled off at any given time while staffing levels are at or below two (2) fire fighters.
- 22.08 If an employee wishes to change the vacation that he has scheduled for any given year, he may request to do so, in writing, to the Fire Chief or his designate. Changes may be permitted at the discretion of the Fire Chief or his designate.
- 22.09 Vacation will not interfere with the proper functioning of the Department.

ARTICLE 23 – PAID SICK LEAVE, MEDICAL DOCUMENTATION AND MEDICAL EXAMINATIONS

- 23.01 Employees who are absent from work and are unable to complete their duties due to personal illness are entitled to leave of absence without loss of pay for up to fifteen (15) working days per calendar year.
- 23.02 Paid sick days shall be accrued by employees on a monthly basis at the rate of 1.25 days per each month of service in the calendar year (up to a maximum of fifteen (15) days per calendar year). Employees shall not accrue paid sick leave during periods of inactive service such as unpaid leaves of absence (regardless of reason), short-term and long-term disability leave, and following cessation of employment (i.e. following layoff or retirement).
- 23.03 In the event that an employee is absent due to illness and has not accrued enough paid sick days to cover his or her absence from work, and provided the employee has used all of his or her accrued sick leave, the employee will be advanced additional paid sick days up to the maximum number of paid sick days to which the employee is entitled to receive in the calendar year (i.e. a total of 15 days). Upon return to work or cessation of employment for any reason, the employee shall reimburse the Employer, through payroll deduction, the full amount of any sick leave advanced to the employee during the calendar year. The employee commits to complete the documentation required for this deduction.
- 23.04 In January of each year, employees shall receive a lump sum amount equivalent to 30% of the value of any accrued and unused sick days owing to them as of December 31st, less applicable deductions.
- 23.05 Paid sick days are not intended to duplicate or replace any benefits paid by the WSIB.
- 23.06 Sick leave may not be accumulated from year to year.
- 23.07 Employees will be required to provide a medical certificate signed by a duly qualified physician promptly after their third (3rd) consecutive day of illness. This medical certificate must attest to the nature of the employee's illness (not diagnosis) and certify that they are safe to return to work. If the employee will remain off work beyond three (3) consecutive working days, or continues to have limitations and restrictions, the medical note must attest to the employee's limitations and restrictions and prognosis for return to work with or without accommodations. The Corporation retains the right to request a doctor's certification for absences of less than three days if it has reasonable grounds to suspect abuse, or if additional information is required in order to facilitate accommodations and ensure a safe return to work.
- 23.08 The Employer may require an employee to submit to an independent medical examination (IME) with a mutually agreed-upon third-party provider, where

there is a dispute with respect to the sufficiency of an employee's medical documentation or the accommodation of an employee.

- 23.09 The Employer will bear the full cost of all medical certificates and examinations required under this Agreement.
- 23.10 The Employer shall reimburse employees for the cost of required medicals to maintain their DZ license, up to a maximum of \$125.

ARTICLE 24 – INSURED BENEFITS

- 24.01 The Corporation agrees to pay the full premium cost for the following benefits for employees who have completed ninety (90) days of employment with the Corporation, in accordance with the terms and conditions of the master insurance policies:
- (a) Health Insurance (including Dental and Short-Term Disability) – equal to or better than the plan from Canada Life Assurance Company Policy No. 136826 IAFF Firefighters, Local 4987 dated March 24, 2021;
 - (b) Long-Term Disability Benefits – equal to or better than the plan from Canada Life Assurance Company Policy No. 136826 IAFF Firefighters, Local 4987 dated March 24, 2021;
 - (c) Life Insurance coverage equal to or better than the plan from Canada Life Assurance Company Policy No. 136826 IAFF Firefighters, Local 4987 dated March 24, 2021; and
 - (d) Accidental Death and Dismemberment – equal to or better than the Plan from SSQ Financial Group (Policy #1NH00), now in effect in the Town.
- 24.02 The parties agree that the foregoing represents a summary of some of the major benefit provisions under the master benefit contracts. For clarity, the parties agree that the full description of benefits, level of the benefit entitlements and eligibility for benefits shall be as provided for in the master benefit contract. The Employer shall provide a copy of the master benefit contracts applicable to the Fire Department to the Association at least once annually, upon written request.
- 24.03 The Employer reserves the right to change insurance carrier(s) from time to time, provided sixty (60) days advanced notice is given to the Association and the change in benefits carriers does not result in a decrease in benefits from those currently provided.
- 24.04 The Corporation agrees to the following benefits increases:
- Vision: 400\$ every 24 months

Paramedical: Combined maximum to \$1,500 per year

Dental: 50% Co-pay orthodontic coverage to a lifetime maximum of \$2,000 for each employee, eligible spouse and dependent children.

ARTICLE 25 – SURVIVOR BENEFITS

25.01 Should a full-time firefighter be killed in the line of duty as recognized by the Workplace Safety and Insurance Board, their spouse, or where there is no spouse, the dependant children of the employee under the age of 21, shall continue to be eligible for dental and extended health benefits coverage under the City's plans outlined in Article 24 of the Collective Agreement (excluding out of country coverage and life insurance), until the earliest of the following:

- (a) the date that the employee would have reached his/her normal retirement age; or
- (b) the date that the surviving spouse remarries or cohabitates with a partner for a period greater than one (1) year; or
- (c) where there is no surviving spouse, until the employee's dependant children turn age 21.

Premiums for such coverage shall be covered 100% by the City.

ARTICLE 26 – REPORTING CHANGES IN PERSONAL INFORMATION

26.01 Employees are required to inform the Corporation in writing of any changes in personal information affecting benefits, including marital status and dependents, changes to address and telephone number(s), as soon as reasonably practicable following such change.

ARTICLE 27 – WORKPLACE SAFETY AND INSURANCE

27.01 An employee who is injured or has an occupational illness as a result of the performance of his duties shall have his sick leave bank deducted until such time as the Workplace Safety and Insurance Board (WSIB) determines that the employee is entitled to compensation in respect of lost time due to the injury or illness, at which time (if applicable) the employee's sick bank will be credited back the amount previously deducted in respect of the injury or illness.

27.02 If approved for WSIB benefits, the employee will continue to receive his regular net salary, until such time as the employee returns to work, retires from employment, or until an award for permanent total disability or permanent partial disability is made to the employee by the WSIB, whichever occurs first.

- 27.03 While in receipt of WSIB benefits, the Corporation will continue to pay premiums in order for the employee to be eligible for group insurance benefits in accordance with the terms of the applicable plan(s), until the employee returns to work, retires from employment, the WSIB makes an award for permanent total disability or permanent partial disability, or until the employee is no longer eligible for benefits under the terms of the applicable plan(s), whichever occurs first.
- 27.04 During the time that the employee is in receipt of the top-up payments from the Corporation, he shall assign to the Corporation his WSIB benefits and/or any other Corporate sponsored insurance policy benefits with respect to salary.

ARTICLE 28 – SALARIES

- 28.01 The salary of a first class firefighter shall be outlined in Schedule “A”.
- 28.02 The salary for all other employees shall be a percentage of that paid to a first class firefighter, as outlined in the table below:

Classification	Rate
Probationary	70%
Third	80%
Second Class	90%
First Class	100%
Division Chief, Prevention and Public Education	115%

- 28.03 Salaries shall be paid bi-weekly on Fridays by direct deposit. However, employees may be paid in advance of Friday if the payday would otherwise fall on a holiday recognized by the Corporation.
- 28.04 Each employee’s bi-weekly salary shall be based on his/her annual salary divided by twenty-six (26).
- 28.05 In the event that an Officer elects to accept a non-Officer vacancy in the Suppression Division, he or she will not be paid less than the salary of a first class firefighter.

ARTICLE 29 – OMERS

29.01 OMERS pension plan contributions shall be at the rates set by OMERS for Normal Retirement Age sixty (60).

ARTICLE 30 – UNIFORM CLOTHING

30.01 Uniform clothing shall be provided on an as required basis and shall be ordered by the Employer upon notification by the Employee.

30.02 The Corporation shall reimburse Employees up to \$250.00 within each calendar year based on receipts towards the cost of purchasing CSA-Certified grade 1 footwear bearing the green triangle patch and/or uniform dress shoes. Payment shall be processed upon the presentation of receipt(s), for verification purposes, to the appropriate supervisor.

30.03 If an Employee has utilized his or her annual footwear allowance in full, and his or her CSA grade 1 footwear is damaged suddenly in the course of his or her duties such that it is no longer safe for use, the Corporation will reimburse the Employee up to an additional \$250.00 in the calendar year towards the purchase of one additional pair of CSA grade 1 footwear, provided that appropriate receipts are provided and the damage is reported to a supervisor immediately.

30.04 The Corporation shall supply each employee with the uniform clothing specified below:

Item	Initial Issue	Replacement
Dress Uniform (1 tunic, 1 pair of pants)	1	as required
Dress Uniform Cap and Tie	1	as required
Dress Uniform Regalia (e.g. collar pins)	1	as required
Uniform Belt	1	as required
Dress Shirts	1	as required
Epaulets (sets)	4	as required
Fatigue Pants	4	as required

Fatigue Uniform Shirts (short sleeved)	4	as required
Fatigue Uniform Shirts (long sleeved)	2	as required
Fatigue Jacket 3 in 1 Fluorescent	1	as required
Fatigue Jacket 3 in 1 Black	1	as required
Tee Shirts	5	as required
Fatigue Uniform Sweaters	1	as required

ARTICLE 31 – FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT

- 31.01 The corporation shall provide and maintain for each Employee who is required to perform suppression duties the personal protective equipment (“PPE”) required for the safe performance of their duties including leather firefighting boots, Nomex coveralls, portable radio, pager and/or other appropriate communication equipment and will make readily available an additional set of Bunker Gear to each Employee who is required to perform suppression duties.
- 31.02 All PPE shall adhere to provincial health and safety regulations, and will meet or exceed applicable NFPA standards.
- 31.03 The Corporation shall establish a policy to ensure the regular inspection and maintenance of all PPE.
- 31.04 All PPE shall remain the property of the Clarence Rockland Fire Department.

ARTICLE 32 – IMMUNIZATION

- 32.01 The Corporation shall pay one hundred percent (100%) of the cost of any immunization that is not covered by OHIP if immunization is reasonably necessary for the Employee’s performance of his or her duties to the Corporation.

ARTICLE 33 – MILEAGE

- 33.01 Employees who are required by the Corporation to travel outside of the municipal boundaries on fire department business using their personal

vehicle, and with prior approval of the Fire Chief, shall be paid mileage in accordance with Corporation Policy.

- 33.02 The Corporation shall provide a copy of its mileage policy to the Association upon request.

ARTICLE 34 – INDEMNIFICATION

- 34.01 Where a firefighter is charged with a criminal or statutory offence flowing from his/her duties and is subsequently acquitted of such charges or such charges are withdrawn, the firefighter shall be reimbursed for any reasonable legal expenses that have been assessed pursuant to the *Solicitors Act*, or which are agreed upon as a result of such charges.
- 34.02 The Corporation further agrees that it will continue the coverage under its existing general liability insurance policy or equivalent coverage.

ARTICLE 35 – CONTRACTING OUT

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

ARTICLE 36 – TECHNOLOGICAL CHANGE

- 36.01 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:
- (a) the nature and degree of the change;
 - (b) the date or dates on which the Corporation plans to effect the change; and
 - (c) the effects of the change or changes on each classification of employee.
- 36.02 Should such technological change dictate a reduction in the number of firefighters, consultation shall occur between the Corporation and the Association with a view to minimizing the full-time firefighter reductions. Such consultation shall include discussions focused towards the implementation of retraining and/or redeployment in order to maintain constructive employment for those employees affected based on the feasibility and practicality of doing so.

36.03 This provision is in addition to any other rights the parties may have under the collective agreement.

ARTICLE 37 – PROVISION OF INFORMATION

37.01 The Corporation shall provide the Association with one (1) printed and one (1) electronic copy of any Collective Agreement negotiated between the parties hereto or amended by any Board of Arbitration, and will make reasonable efforts to do so within thirty (30) days of ratification or issuance of the award by the Board of Arbitration (whichever is applicable).

37.02 The Corporation will make available to Employees copies of all policies or operating guidelines applicable to the Fire Department.

37.03 At least once annually upon request, the Corporation shall provide the Association with a copy of all personnel-related by-laws of the City, and all ratified Collective Agreements to which it is a party. The Employer will make best efforts to provide these documents to the Secretary Treasurer within 30 days from the date of request.

ARTICLE 38 – HEALTH AND SAFETY

38.01 The parties agree to adhere to their obligations as prescribed by the *Occupational Health and Safety Act*, RSO 1990, c.0.1 and regulations, as amended.

38.02 The Chief shall establish a Joint Health and Safety Committee as described in the *Occupational Health and Safety Act*, as amended from time to time.

38.03 At least one member of the Joint Health and Safety Committee shall be a member of the Association.

ARTICLE 39 – LABOUR MANAGEMENT COMMITTEE

39.01 A Labour Management Committee shall be established consisting of up to three (3) members from the Corporation and up to three (3) members from the Association. The purpose of this committee is to discuss employment issues of mutual concern.

39.02 Each party shall notify the other by January 15th of each year of their committee members and the name of their respective Co-Chair.

39.03 The Labour Management Committee shall meet a minimum of three (3) times per year and may meet as needed upon mutual agreement outside of these timelines. Whenever possible each party shall provide agenda items prior to the meeting.

ARTICLE 40 – USE OF FACILITIES

- 40.01 The Employer will provide a bulletin board conspicuously placed in the workplace for the exclusive use of the bargaining agent for legitimate association business. The Association agrees that defamatory or libellous statements concerning the city, the fire department or its officers shall not be posted.
- 40.02 The Association agrees that there will be no association activity during working hours. Exceptions will be made for the administration of the provisions of this collective agreement as required.

ARTICLE 41 – VACANCY CLAUSE

- 41.01 No reduction in full-time firefighters shall be permitted to exceed 90 days. When a position becomes vacant, such vacancy shall be posted within 90 days unless otherwise agreed to by the parties.

ARTICLE 42 – TRAINING

- 42.01 The parties agree that training is an important part of health and safety to the CRPFFA member, and all efforts will be made to allow CRPFFA members to educate themselves according to their interests and job requirements. Therefore;
- (a) -All training related to emergency response, will be offered to CRPFFA members.
 - (b) -When a course calendar from the Ontario Fire College, or other related course calendar is available, it will be sent to the CRPFFA members in a reasonable timeframe.

ARTICLE 43 – ASSOCIATION COMMITTEE REPRESENTATION

- 43.01 The Association shall be granted a position on all committees that are formed to review any operational matters related to the Fire Department with the exception of the Executive Committee or any other committee of management.

Attendance at committee meetings outside of regular hours of work shall be remunerated at straight time.

ARTICLE 44 – DURATION

- 44.01 The term of the collective agreement shall be four (4) years, from January 1, 2020 to December 31st 2023.

DATED this _____ day of _____, 2021.

**THE CLARENCE ROCKLAND
PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 4987**

**THE CORPORATION OF THE CITY
OF CLARENCE ROCKLAND**













Letter of Understanding – Use of Volunteers

Notwithstanding Article 35, the Association acknowledges and agrees that, subject to paragraphs (a) to (f) below, the City may schedule volunteer firefighters not covered by this collective agreement to serve as relief firefighters to fill-in for full-time firefighters who are absent due to illness, vacation, study, training, union business or other temporary leave of absence of less than one (1) year in duration.

The City may, at its discretion, choose to hire a new full-time firefighter to cover the temporary absence of any full-time firefighter, it being understood that the new member will be laid off upon the return of the absent full-time firefighter.

When serving as a relief firefighter, a volunteer firefighter will be required to perform the work that would normally or customarily have been performed by the absent full-time firefighter.

The City agrees that its right to utilize volunteer firefighters as relief firefighters (to provide coverage in the event of the temporary absence of full-time firefighters) is subject to the following conditions:

- (a) Volunteer firefighters will not be used to relieve full-time officers.
- (b) No full-time firefighter covered by this agreement shall be laid off as a direct result of the City utilizing volunteer firefighters as relief firefighters.
- (c) The City may not utilize volunteer firefighters as relief firefighters so long as any full-time firefighter covered by this agreement is on layoff with recall rights.
- (d) In order for a volunteer firefighter to serve as a relief firefighter, he/she must hold a rank no higher than the rank of volunteer firefighter and possesses and be current in the following minimum qualifications:
 - (i) NFPA 1001 Levels 1 and 2 or equivalent;
 - (ii) Pump Driver Operator;
 - (iii) Aerial Driver Operator;
 - (iv) First Aid and AED; and
 - (v) Ice Water Rescue training.
- (e) Each time the City utilizes a volunteer as a relief firefighter to fill-in for a vacant full-time firefighter, the City will pay to the Association a lump sum equal to the union dues that the full-time fighter would have contributed to the Association in respect of said shift or hours worked

by the volunteer, less applicable deductions. For clarity, at no time shall a volunteer firefighter have rights of any kind under the collective agreement between the City of Clarence Rockland and the Clarence Rockland Professional Firefighters Association, nor shall they be represented by the Association while serving as a relief firefighter.

This Letter of Understanding shall expire on December 31, 2023, concurrent with the collective agreement, unless otherwise extended by the parties in writing.

DATED this _____ day of _____, 2021.

**THE CLARENCE ROCKLAND
PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 4987**

**THE CORPORATION OF THE CITY
OF CLARENCE ROCKLAND**

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SCHEDULE "A" – SALARIES

The following rate increases shall apply:

Effective January 1 st 2020: 2.5%	\$94,924
Effective January 1 st 2021: 2.5%	\$97,297
Effective January 1 st 2022: 2.5%	\$99,729
Effective January 1 st 2023: 2.5%	\$102,222

Appendix “B”

CAD SYSTEM, MODIFIER AND NUMBER OUTLINE

Employees shall be permitted to attend all fire/emergencies defined within the CAD system as the following Modifier and number outlined in this Appendix.

Modifier Number	Call Type
C1373	Explosion – Open Area
CC 5003	Large Leaks/Spill –In.
DI 4002	Collapse large-rescue
II 4007	Water/Ice Rescue
KK 1394	Plane Crash – Large
M 1201	Dryer-fire
M 1202	Washer-fire
M 1203	Oven-fire
M 1204	Microwave-fire
M 1205	Hot water tank-fire
M 1206	Small appliance-fire
M 1207	Kitchen-fire
M 1208	Pot on stove-fire
M 1209	Grease fire
M 1210	House-fire
M 1211	Structure-fire
M 1215	Silo-fire
M 1216	Barn-fire
M 1217	Interior fire-not out
M 1218	Interior fire-out
M 1219	Garage attached/detached

M 1220	Basement-fire
M 1221	Bedroom-fire
M 1222	Shop machinery or equipment
M 1302	Chimney-fire
M 1390	Smoke visible inside-fire
N 1212	Working fire
OO 1371	Explosion-Structure
O 1372	Explosion-Vehicle
OO 1374	Explosion-bomb
SS 1213	Working fire – hi-risk
MM 1396	Plane with mechanical emergency
LL 1395	Plane Crash-small
GG 1353	Multiple Vehicle Fire

LETTER OF UNDERSTANDING

FULL-TIME FIRE FIGHTERS- ACTING CAPTAIN

BETWEEN:

CLARENCE ROCKLAND PROFESSIONAL FIREFIGHTERS' ASSOCIATION

-And-

CORPORATION OF THE CITY OF CLARENCE ROCKLAND

The Association and the City acknowledge and agree that the following terms will dictate and be applicable to the use of Full-time firefighters as Acting Captains.

Notwithstanding Article 28 .02 Salaries - Classification chart, the parties acknowledge and agree that Acting Captains will be compensated at 110% of a 1st Class Fire Fighters salary as per the current Appendix "A" while in the performance of their duties.

Additionally, notwithstanding Article 12- Job Posting and Promotions for Bargaining unit positions, to hold a position of Acting Captain the member must have five (5) years full-time seniority with the Clarence Rockland Fire Services, and must meet the minimum training requirements for 2-Firefighter and be progressing within the 3-Captain outlined within Operational Guideline TR 4.1-2020.

The following terms and conditions will constitute the use and remuneration of Acting Captains;

- a) The most senior full-time firefighter on duty will be granted compensation at the agreed to rate while performing the roles and duties of an Acting Captain.
- b) Subject to the terms and conditions of the Letter of Understanding- Use of Volunteers, when a relief firefighter is utilized, the most senior on duty full-time firefighter will be designated the Acting Captain and will maintain the rank for the duration that the relief firefighter is required.
- c) At all times in which the Acting Captain is working with a relief firefighter, the Acting Captain shall hold the senior rank.
- d) An Acting Captain will be required when no other full-time supervisor is present.
- e) The rank of an Acting Captain will be equivalent to that of a Volunteer Captain and will out rank a volunteer firefighter regardless of seniority.

Additionally, the parties can request to review and amend the above so long as both parties consent to the agreed upon changes. Subject to a disagreement on amendments, Article 6-Grievance Procedures will apply.

Memorandum of Settlement

BETWEEN:

CLARENCE ROCKLAND PROFESSIONAL FIREFIGHTERS' ASSOCIATION

-And-

CORPORATION OF THE CITY OF CLARENCE ROCKLAND

The undersigned representatives of the parties hereto agree to unanimously recommend to their respective principals ratification of the following terms of settlement:

1. The Agreement shall be in the form of the prior collective agreement except where herein after specifically amended.
2. The Agreement shall be amended by the changes attached.
3. Retroactive wages will be paid based on the changes to Article 28 and Schedule "A" to:
 - i. all employees of the Fire Services Department as of the date of ratification.
 - ii. those employees who retired during the term of the agreement (prorated to the date of retirement).
4. All other changes to the agreement are effective the date of ratification unless expressly stated in the agreement.
5. All other matters are hereby withdrawn.

Dated this.....day of.....

For the Association

For the Corporation
