



COLLECTIVE AGREEMENT

between

The Corporation of the City of Welland

and

The Welland Professional Firefighters Association, I.A.F.F. Local 481

For the Period of:

January 1, 2024 to December 31, 2026

INDEX

ARTICLE #	SUBJECT	PAGE NO.
1	RECOGNITION	4
2	JOB SECURITY	5
3	TECHNOLOGICAL CHANGE	8
4	GRIEVANCES	8
5	STRIKES AND LOCKOUTS	10
6	NO DISCRIMINATION OR COERCION.....	10
7	HOURS OF WORK	11
8	VACATIONS	13
9	ACCIDENTS AND SICKNESS	17
10	SALARIES	23
11	PROMOTIONS	23
12	SENIORITY	32
13	LEAVES OF ABSENCE & TEMPORARY VACANCIES.....	34
14	ARBITRATION	37
15	UNIFORMS	37
16	INSURANCE	39
17	PENSIONS	40
18	SUCCESSOR RIGHTS	40
19	DRIVER'S LICENCE.....	40
20	DURATION	41
21	EXPERIENTIAL PAY	42
	SCHEDULE A	44
	SCHEDULE B	46
	NOTES FROM ARBITRATION AWARD.....	46

THIS AGREEMENT made this 18th day of August 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF WELLAND

hereinafter called "the Employer"

OF THE FIRST PART

AND

THE WELLAND PROFESSIONAL FIREFIGHTERS' ASSOCIATION

hereinafter called "the Association"

OF THE SECOND PART

WHEREAS the Parties hereto have agreed to enter into these presents to define, determine, and provide for remuneration, pensions, vacations, hours of work and other terms and conditions of employment; and to establish the best possible working conditions in order to develop and maintain a spirit of co-operation between the Employer, Fire Chief, Deputy-Fire Chief and the Employees; and to promote and establish an efficient Fire and Emergency Services Department; and to provide appropriate procedures for the resolution of grievances during the term of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 – RECOGNITION

- 1.01 The Association recognizes that the Corporation has the sole and exclusive right, subject to Fire Protection and Prevention Act, 1997, S.O. 1997, Chapter 4 as amended and the exercise of such right shall not be inconsistent with either the terms of this agreement or any relevant statute.
- (a) To maintain order, discipline and efficiency;
 - (b) To hire, discharge, promote, demote, layoff, recall, transfer, establish new classifications, suspend or otherwise discipline employees for just and sufficient cause, subject to the right of the employee affected to file a grievance as provided for in this Agreement. The rates for the new classifications are specifically subject to negotiations between the parties and, failing agreement, the difference with respect to those rates will be submitted to final and binding arbitration.
 - (c) To introduce or implement technological changes, changes in mechanization or changes in the operational methods of the Welland Fire and Emergency Services Department;
 - (d) To demote, due to reorganization, technological change or as disciplinary action for just and sufficient cause.
- 1.02 This agreement shall be applicable to all full-time Firefighters of the Welland Fire and Emergency Services Department, hereinafter called the “employees”, other than the Fire Chief, Deputy-Fire Chiefs, Executive Assistant(s), Administrative Assistant(s), and students who are employed on an administrative co-op or internship training program.
- 1.03
- (a) Each new employee shall be deemed to be a Probationer for the first twelve (12) consecutive months of their employment. It is mutually agreed between the Parties that the grievance procedure set out herein; Article 2; Article 3; Article 4; Article 8, except for Statutory Holidays; Article 9, except for Workmen’s Compensation, and except for Sections 9.02, 9.05, 9.08 (a), (b), (c), (d) and (e), and 9.09; Article 11, except for Section 11.01; Article 15, except for sections 15.03 and 15.05; and Article 16, shall not apply to any Probationary Employee.
 - (b) Any absence by a Probationer in excess of eight (8) consecutive calendar days shall be added to the Probationary period of such employee.
- 1.04 The Employer recognizes the Association as the exclusive bargaining agent for the employees of the Welland Fire and Emergency Services Department as set out in Sections 1.02 and 1.03(a).

- 1.05 The Employer agrees to deduct monthly union contributions from each employee's salary and send the amount so deducted to the Treasurer of the Association. Such union dues shall be deducted from each pay in each month.
- 1.06 All Employees of the Welland Fire and Emergency Services Department not specifically excepted under Section 1.02 shall be, as a condition of employment, members of the Association.
- 1.07 The Employer agrees that it will use its best efforts to comply with the requirements of Section 1.05, but the Association relieves the Employer of any responsibility if it fails, for a reasonable period of time, to deduct such union dues for any member who does not have sufficient funds in their weekly payment of wages to meet the obligation of their union dues. The Employer agrees to notify the Association when such dues cannot be deducted.
- 1.08 A Labour/Management Committee will be recognized, consisting of a maximum of four (4) representatives of the Association and a maximum of four (4) representatives of the Employer. The Committee will meet every three (3) months to discuss labour relations issues or problems other than Grievances, and issues pertaining to the employment or working relationship between the parties. It is understood that the function of the Labour/Management Committee will not conflict with the role of the Negotiating Committee.
- 1.09 The employees may have the privilege of holding Association Meetings in one of the Fire Halls provided such Meetings are not held at times or in locations which may interfere with the operations of the Fire and Emergency Services Department. Such Meetings are subject to having received prior approval from either the Fire Chief or the Deputy Chief(s).

ARTICLE 2 – JOB SECURITY

- 2.01
- (a) Except to the extent and to the degree agreed upon by the Parties, and except in the case of an emergency, 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.
 - (b) Notwithstanding Article 2.01(a), the City has the right to contract out the dispatch function.
 - (c) This Article shall not affect the right of the Corporation to use Volunteer

Firefighters to perform firefighting duties in accordance with the current practice, nor shall this Article affect Mutual Aid, nor shall it restrict the use of additional aid during an emergency.

- (d) Corporation employees transferred to the Welland Fire and Emergency Services Department shall retain, for the purposes of retirement and pension benefits, their seniority from the date of their first employment with the Corporation, but for all other purposes within the Association, their seniority shall be from the date of their transfer.
- (e) The Employer and the Association agree that the Welland Fire and Emergency Services (WFES) is a composite department consisting of both career and volunteer firefighters. The language contained in 2.01(e) through 2.01(l) is intended to clarify clause 2.01 of the current Collective Agreement, as applicable, but does not contradict any part of the Collective Agreement. "Volunteer Firefighter" refers to those members of the Steelworkers Local 14241-08.
- (f) The role of the Volunteer Firefighter is to be a supplementary firefighting resource to assist the Career Firefighters. Volunteer Firefighters will continue to receive instructions from career staff at incidents. This means that, in general, Volunteer Firefighters are trained, equipped, organized, activated and directed in their duties as is necessary to support the firefighting operations of Career Firefighters at structure fires.
- (g) As a principle, the parties agree that except for situations of mutual aid, Volunteer Firefighters will not be deployed while any on-duty career staff are not deployed in the absence of exceptional circumstances in which case sub article 2.01(f) will continue to apply.
- (h) For the purposes of this Collective Agreement, "firefighting" pertains to Volunteer Firefighters engaged in any activity related to the response to, preparation for, or the control of, any structural fire or potential structural fire absent exceptional circumstances in which case sub article 2.01(f) will continue to apply. Subject to 2.01(l), nothing herein is intended to alter the "current practice" as referenced in Article 2.01 of the collective agreement.
- (i) Volunteer Firefighters are a homogenous class of employee and will respond in any area of the city or outside of the city, as directed and when needed, in support of the Career Firefighters.
- (j) In general, SOP/SOGs and policy of the Employer will direct when Volunteer Firefighters are to be called to attend. The incident commander, after due analysis of the incident potential and the incident management needs, will determine in accordance with SOP/SOGs whether or not Volunteer Firefighters are to be retained and utilized at the incident scene or released. Applicable SOP/SOGs will be reviewed for consistency with

this article of the Collective Agreement and amended accordingly if necessary.

- (k) In an emergency, where all on-duty career firefighters are committed to an existing emergency, volunteer firefighters may be utilized to respond to other emergencies consistent with their skills and equipment pending the arrival and deployment of career firefighters to such emergencies.
- (l) The parties continue to disagree on the definition of the "current practice" in Article 2.01 of the collective agreement. The parties agree, however, that sub articles 2.01(e) through 2.01(l) will define current practice but reserve the right to argue their respective positions should the issue arise with respect to any other dispute under the provisions of Article 2.01.

2.02

(a) Civil Liability

Throughout the terms of the Collective Agreement, the employees will be covered by the protection afforded in the Employer's general liability insurance policy presently provided for all municipal employees. The Employer shall not be liable to make any payment under this provision unless;

- (i) the Firefighter has promptly given written notice of such claim to the Employer and co-operates fully with the Employer;
- (ii) the Employer has full carriage of such proceedings, including the right to retain outside legal counsel of the Employer's sole choosing;
- (iii) where the claim is of a nature covered by the Employer's general liability insurance policy, there has been no policy violation or other act on the part of the Firefighter which would prejudice the Employer's right of recovery under such policy; and;
- (iv) in the case of settlement of such claim, the Employer has agreed to such settlement.

(b) Non-Civil Liability

Where a Firefighter is charged with a criminal or statutory offence flowing from their duties and is subsequently acquitted of such charge, the employee shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the Solicitors' Act, R.S.O., 1990, c. S.15, as amended, and incurred as a result of such charges.

ARTICLE 3 – TECHNOLOGICAL CHANGE

- 3.01 In the event that the Corporation intends to introduce or implement any technological change or change in mechanization, operation methods within the Fire and Emergency Services Department or a major reorganization which would have the result of loss of employment, lay-off, demotion or decrease in pay to any employee, the Corporation will advise, by written notice, the Association of the planned change or changes if possible at least ninety (90) days prior to their introduction. Such notice shall contain relevant information respecting;
- (a) the nature and degree of change;
 - (b) the date or dates on which the Corporation plans to effect the change; and;
 - (c) the location or locations involved.
- 3.02 As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make full disclosure to the Association of the effects of the change or changes on each classification of employees. Such disclosure will contain all relevant data and information in the possession of the Corporation.
- 3.03 Following the said disclosure, representatives of the Parties will meet for the purpose of engaging in effective consultations with a view to resolving any issue which may concern the employment status of any employee.
- 3.04 If after every reasonable effort to resolve the matter, the Parties are unable to do so, either Party may advise the other that they require the issue to be determined by a Board of Arbitration.
- 3.05 The Employer and Association agree emails will be considered acceptable correspondence provided any document requiring a signature sent by email will be a scanned document containing a signature and date.

ARTICLE 4 – GRIEVANCES

- 4.01
- (a) A grievance shall be defined as any difference arising from the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, including any question as to whether any matter is arbitrable.
 - (b) The word “days” in Article 4 shall mean “working days” being Monday to

Friday excluding weekends and Statutory Holidays. This interpretation will apply to the entire Article 4.

4.02 The Association and any employee or employees who have been unjustly disciplined, suspended, superseded, or discharged, shall have their case investigated and shall be represented by the duly elected or appointed Grievance Committee of the Association, which Grievance Committee shall act in all matters of grievance by the members of the Association.

4.03 The Grievance Committee shall present the grievance in writing to the Fire Chief or Deputy-Fire Chief, within fourteen (14) days of the event on which the grievance is based.

The Fire Chief or Deputy-Fire Chief shall give their answer in writing, together with the reasons therefore, within six (6) days of receiving the written grievance. No grievance shall be accepted or recognized by the Fire Chief unless presented within the time above mentioned.

4.04 If the decision of the Fire Chief or Deputy-Fire Chief is not satisfactory, the Grievance Committee shall present the grievance in writing to the office of the CAO with a copy to the Human Resources Department within fifteen (15) days following the decision of the Fire Chief or Deputy-Fire Chief.

The CAO will meet with the Grievance Committee within fifteen (15) days following receipt of the grievance and will respond to the grievance within fifteen (15) days following such meeting.

4.05 If the decision of the CAO is not satisfactory, the Association may, within thirty (30) days of the receipt of such decision, refer the matter in dispute to arbitration. If no such notice of arbitration is given within the thirty (30) day period, the grievance shall be automatically terminated. The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or substitute any new provisions, in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

4.06 In any Grievance arising from the discharge, suspension or discipline of any employee, a sole Arbitrator may settle the grievance by varying the disciplinary action, reinstating the employee on such terms as they may think fit or any other adjustment which they may consider just and equitable.

4.07

- (a) The employment of a Firefighter may be terminated upon seven (7) days' notice. The notice must be accompanied by written reasons for the termination.
- (b) Notwithstanding anything contained herein, at the time of any discipline

involving discharge or demotion, the Corporation shall give in writing to the Association the reasons for the discipline.

- (c) In the event of a grievance resulting from discharge, it is mutually agreed that such grievance will be heard by the CAO within five (5) days following receipt of the grievance. The CAO upon hearing the grievance will provide their decision within five (5) days.

Further, should the decision of the CAO not be satisfactory to the Association it is mutually agreed that the grievance will proceed directly to expedited arbitration.

- 4.08 A Firefighter who may be subject to discipline and/or discharge shall have the right to have an Officer of the Association in attendance at any fact-finding investigation meeting that may lead to discipline and/or discharge, and at the meeting where the discipline is issued. It is the responsibility of the firefighter to elect to have an officer of the association at the meeting.
- 4.09 Time limits as defined in this section may be extended by mutual agreement between the parties.
- 4.10 All copies of written disciplinary notice/letters shall be removed from an employee's file twenty-four (24) months from the date of issue provided there has been no reoccurrence of that or similar incident in the intervening period.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 No strike or lockout shall occur during the life of this Agreement or any renewal thereof.
- 5.02 The Association, by its own virtue and considering the nature of its work, that being the protection of lives and property of the citizens and the community in case of fire or similar disaster, agrees that there will be no strikes. Conversely, the Employer agrees that there shall be no lockouts.

The definition of "strike" and "lockout" is as defined in the Ontario Labour Relations Act, 1995, S.O. 1995, Chapter 1 Schedule A, as amended, and as provided for in the Fire Protection and Prevention Act, 1997, Chapter 4 as amended.

ARTICLE 6 – NO DISCRIMINATION OR COERCION

- 6.01 The Employer and the Association agree that there shall be no

discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any employees by reason of age, race, creed, colour, place of national origin, political or religious affiliation, sex, marital status, or by reason of an employee's membership in the Association or by virtue of him holding Association office.

The Employer and the Association agree that their representatives and members will adhere to the provisions contained in the Human Rights Code of Ontario, R.S.O. 1990, Chapter H.19, as amended.

ARTICLE 7 – HOURS OF WORK

7.01 The average work week of a full-time firefighter shall be forty-two (42) hours based on the twenty-four hour (24) shift schedule charted below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week1	24			24			
Week2					24		24
Week3			24			24	
		23					

- (a) Hours of work shall consist of 24-hour shifts. Employees must be off duty a minimum of twenty-four (24) hours between 24-hour shifts, subject to the exigencies of service. See schedule above.
- (b) Shifts will be from 07:30 to 07:30 the next calendar day.
- (c) Employees may work a maximum of four (4) hours shift change before or past their shift with the approval of the Chief or designate. If the Department requests that members work longer than twenty-four (24) consecutive hours, the Chief or Designate will discuss the necessity with the Association prior to assigning the work. This shall not limit the rights of the Fire Chief under the Fire Protection and Prevention Act, 43(7).

7.02 It is understood that nothing in the schedule of hours of work shall prevent the Fire Chief, in their discretion, such discretion not to be unreasonably withheld, from granting a request for any two employees to exchange a 12 hour or a 24 hour shift off, changing for seminars and changing or

exchanging vacation period.

7.03 In accordance with the provisions of Fire Protection and Prevention Act, 1997, S.O. 1997, Chapter 4 as amended where a fire, flood, or other disaster occurs that requires the service of every full-time Firefighter, the Fire Chief or other Officer in charge of the Fire and Emergency Services Department may recall to duty any full-time Firefighter who is not on duty.

7.04 (a) Effective thirty (30) days from ratification, the minimum on-duty suppression staffing levels will consist of:

- One (1) Platoon Chief
- Three (3) Captains
- Eight (8) Firefighters

Effective no later than December 31, 2026, the minimum on-duty suppression staffing levels will consist of:

- One (1) Platoon Chief
- Three (3) Captains
- Nine (9) Firefighters

It is understood that if there are insufficient officers (platoon chief or captain) or firefighters on duty, these will be filled per the overtime language in the Collective Agreement. The roles may be filled by staff qualified to act in a capacity above their substantive rank.

- (i) The department shall staff, at a minimum, 3 firefighting apparatus, and a platoon chief vehicle.
 - (ii) It is understood that circumstances beyond the employer's control may result in front-line trucks needing to be out of service due to mechanical issues, or an inability to hire back staff on overtime, which shall not be considered a violation of Clause 7.04(a)(i).
 - (iii) Every in-service firefighting apparatus shall have a Captain and three (3) Firefighters. NOTE: the Platoon Chief Vehicle will be staffed by the Platoon Chief.
 - (iv) Parties agree to investigate the possibility of implementing a Fireground Incident Technician (FIT) position for members on light duty.
- (b) Any employee recalled to duty under this section shall receive one and one half (1.5) their regular rate of pay for a minimum of four (4) hours. However, if any employee requests to leave early and receives permission to do so, will be paid one and one half times (1.5) their regular rate for time worked.

- 7.05 Any employee who works in excess of their normally scheduled hours of work on any given shift shall be paid one and one half (1.5) times their regular rate of pay for the first hour and for any additional hours or parts thereof in increments of thirty (30) minutes.
- 7.06 Employees of the Fire Prevention Division, who are required to be part of an on-call rotation, shall be paid seven (7) hours per week for being on-call. Should an employee of the Fire Prevention Division be called in, they shall be compensated in accordance with articles 7.04(b) and 7.05.
- 7.07 Employees on shift on the day of Federal, Provincial or Municipal election agree to make arrangements to vote at an Advance Poll or will arrange a duty exchange for voting on the Election Day.

ARTICLE 8 – VACATIONS

- 8.01 Vacation periods shall be drawn on a rotating system as arranged by the Fire Chief and presented to the Association before posting.
- (a) A blank schedule for each platoon, a list of entitlements and updated “Christmas Off List” shall be supplied to each Platoon Chief on or before November 1st each year.
 - (b) The schedule shall be a blank table with the dates of the year that each platoon is working followed by the appropriate available time off.
 - (c) Vacations shall be picked by Platoon on a seniority-based system starting from the most senior to the least senior.
 - (d) Up to three (3) employees may be off at any given time on vacation or lieu time when a Platoon is staffed with eighteen (18) employees or less. For every six (6) employees on a platoon, the employer will offer one (1) open spot per week all year. Open spots will be prorated for positions beyond eighteen (18) employees. Up to two (2) open spots per prorated employee may be allocated between June 1st and August 31st.
 - (i) While scheduling vacation and or lieu days there must be a Platoon Chief or an Acting Platoon Chief scheduled for each shift.
 - (ii) While scheduling vacation and or lieu days there must be a Captain or Acting Captain for each recognized position scheduled for each shift.

- (iii) Employees requesting to book more than two (2) consecutive weeks of leave will require prior approval from the Fire Chief, such approval shall not be unreasonably withheld.
 - (iv) No more than one (1) additional spot will be opened per week, to accommodate staff being moved to a platoon.
- (e) The vacation picking process will begin the first shift in November that each Platoon works and will be complete by the 30th of November.
- (f) A seniority-based list for each platoon shall be maintained by the Deputy Chief known as the "Christmas Off List". The list will document each year that a member has had Christmas off during their career and will follow them in the event they move platoons. To be entitled to Christmas off, an employee must be on the platoon for one year prior to the Christmas holiday.
 - (i) Christmas shall be considered any week that covers one or any of the following dates: December 24, 25 and 26.
 - (ii) By seniority, employees with the least number of Christmas' off on the platoon list will be entitled to select Christmas off first.
 - (iii) Those entitled to Christmas off will be given the opportunity to place vacation or lieu days in the week prior to (g).
 - (iv) If an employee who is entitled to Christmas chooses not to take it, it will still be counted as Christmas off for them that year. However, the employee that receives the day will not have it counted as Christmas off.
- (g) The process will start with the person on the Platoon with the most seniority picking one (1) week of Vacation and will continue down the order of seniority until everyone on the Platoon has picked one (1) week of Vacation.
- (h) If a Tuesday week is picked, that will be considered one (1) week picked. The additional day will be held and placed in order of seniority with all others who have additional days once all the week entitlements have been placed prior to the picking of Lieu days. For those who have more than one additional day to place, only one (1) week may be picked at a time.
- (i) The process will continue in the same order as (g) with each member picking one (1) week of vacation until all weeks are picked. This will begin with members with three (3) weeks, four (4) weeks, five (5) weeks,

six (6) weeks and finally additional earned days.

- (j) Once all vacation weeks have been picked and additional days owed for Tuesday weeks placed, Lieu days will be picked.
- (k) The process will start with the person on the Platoon with the most seniority picking one (1) week of Lieu days and will continue down the order of seniority until everyone on the Platoon has picked one (1) week of Lieu days. The process will continue with the person on the Platoon with the most seniority picking one (1) week of lieu days and will continue down the order of seniority until all weeks are picked.
- (l) Once all weeks are placed the ability to move weeks to open spaces will begin. Starting with the most senior member working down, each member will have the opportunity to move one (1) week at a time. Once a week is moved or if the member does not wish to make a move and indicates they "pass" it will move to the next member down in seniority. This process will continue until the lowest seniority member of the Platoon completes their turn. Once this is complete, that round will be considered complete and the process will repeat for another round. This will continue for additional rounds until each member of the Platoon passes in a single round.
- (m) Once (l) is complete, weeks may be split into single days. No weeks may be split into single days until this point in the process.
- (n) Once all members of the Platoon have placed all of their vacation and lieu days, the process shall be complete and the final schedule shall be submitted to the Deputy Chief of Operations.
- (o) If as a result of injury or illness for which a DRI is provided, an employee is unable to take their entitled vacation or lieu days as scheduled, such vacation or lieu days must be rescheduled upon their return.
- (p) If an employee is required to move shifts or work a different schedule prior to July 1st, two (2) weeks of their vacation time or lieu days shall be accommodated in the same week as originally scheduled. If an employee is required to move shifts or work a different schedule on or after July 1st, one (1) week of their vacation time or lieu days shall be accommodated in the same week as originally scheduled.
- (q) Only one accommodated request will occur each week, with the most senior employee given priority.

8.02 Every employee shall be entitled to annual vacations as follows:

After 1 Year	8 10-hour shifts	8 12-hour shifts	2 weeks
After 5 years	12 10-hour shifts	12 12-hour shifts	3 weeks
After 10 years	16 10-hour shifts	16 12-hour shifts	4 weeks
After 18 Years	20 10-hour shifts	20 12-hour shifts	5 weeks
After 25 Years	24 10-hour shifts	24 12-hour shifts	6 weeks
After 27 Years	25 10-hour shifts	25 12-hour shifts	6 weeks +1 day
After 29 Years	26 10-hour shifts	26 12-hour shifts	6 weeks +2 days
After 31 Years	27 10-hour shifts	27 12-hour shifts	6 weeks +3 days
After 33 Years	28 10-hour shifts	28 12-hour shifts	7 weeks

8.03

Lieu Days

- One Lieu Day equals twelve (12) hours
- Lieu Days shall be taken in pairs to complete a full twenty-four (24) hour period
- Every employee shall be entitled to thirteen (13) working days off in lieu of Statutory Holidays. The list of Statutory Holidays to be observed is as follows:

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

8.04

- (a) No vacation time or lieu days shall be lost as a result of an accident or occupational illness suffered by an employee during the performance of their duty.
- (b) Accumulation of vacation and lieu days will cease for those employees on Long Term Disability (LTD).

8.05

If as a result of a serious injury or illness, an employee is unable to take their entitled vacation or lieu days as scheduled, such vacation or lieu days must be rescheduled upon their return. Such replacement time as requested by the employee, must receive prior approval by the Fire Chief and this approval shall not be unreasonably withheld.

8.06

An employee leaving the service of the Employer on their automatic retirement date, at age sixty (60) years; OMERS unreduced early retirement; permanent disability; retirement; or death; their estate shall be entitled to be paid for any vacation or lieu days that they did not receive during the current or any previous calendar year and to which they are legally entitled on that date. All other cases to be dealt with on the basis of

the anniversary date of employment.

8.07

- (a) For the purpose of sub article 8.05 herein, the monetary equivalent of one day of vacation is 1/208th of the amount of an employee's annual salary rate at the time of termination of employment, and the monetary equivalent of one lieu day is 1/208th of the amount of an employee's annual salary rate at the time of termination of employment.
- (b) Vacation periods shall be taken or allotted as far as may be convenient for the efficient operation of the Department.

8.08

In addition to all other benefits conferred hereunder, any firefighter who was employed by the Welland Fire and Emergency Services Department prior July 1, 2000, and on active duty, at the time.

- (a) They would be compulsory retired, on their normal retirement date or
- (b) They retire on an unreduced OMERS pension shall, eight (8) weeks prior to such Retirement date, be granted eight (8) consecutive calendar weeks leave of absence at the rate of earnings received by him immediately prior to such leave of absence.

8.09

The said eight (8) weeks' leave of absence referred to in sub article 8.07 herein shall be considered as service within the meaning of this Agreement for the purpose of the following:

- (a) Accumulating further sick leave, or;
- (b) Accumulating any more holidays or vacation time or lieu days.

8.10

Firefighters who are on disability pension will cease to be eligible for lieu days which fall after the first day of the disability pension.

8.11

Firefighters who retire from the Department on their normal retirement date (i.e. age sixty (60) years) or under the OMERS 85 Factor shall cease to be eligible for lieu days which fall after the date of retirement.

8.12

A Firefighter, who has lieu days owing him at the time of their death, shall be entitled to have their lieu days' pay, paid to their estate. This will be determined in a similar manner to 8.06 (a).

ARTICLE 9 – ACCIDENTS AND SICKNESS

9.01

- (a) It is understood and agreed by the Parties hereto that the Workplace Safety and Insurance Act, as 1997, S.O. 1997, Chapter 16, Schedule A

applies herein.

- (b) Where an employee is absent by reason of personal injury, accident or illness, or who suffers from occupational disease, arising out of and in the course of employment with the Corporation, the employer will pay the employee, in addition to the amount of compensation award by the Board, the difference between the amount of the employee's net regular salary or wages and the amount of the award for the period of temporary disability. This is to ensure that the employee's net salary and benefits based upon the employee's normal working hours at the employee's regular rate of pay are not reduced by reason of the temporary disability.

The Corporation and the Association agree that the "Net Salary" provision takes into account the non-taxable nature of Workers Compensation payments, and that the income tax deductions will be based on the Employer paid portion of the employee's pay to ensure that an employee who has been on Workers Compensation received no less, but no more, net salary than if the employee had been working

- (c) An employee absent on Workers' Compensation when their scheduled vacation arrives and who is unable to re-schedule their vacation in the vacation year because of operational requirements of the Fire department, shall take their vacation in pay.

9.02

- (a) One (1) sick day equals twelve (12) hours
- (b) An employee may book sick in twelve (12) hour increments or the full twenty-four (24) hour period.
- (c) If an employee leaves work sick, hours will be pro-rated for those hours worked.
- (d) An employee who books off for more than thirty-six (36) consecutive hours shall be required to provide a Doctor's note or certificate.
- (e) Every employee shall be entitled to accumulate 1 1/2 days' absence on account of illness (hereinafter called "sick leave") for each calendar month of service without deduction from pay, provided that no more than three hundred (300) days of such sick leave may be accumulated by an employee, and provided further that such absence shall only be deducted from an employee's accumulated sick leave for such days when such employee would normally have been on duty and not for such days when the employee would normally have been off duty.
- (f) In the event of a public health emergency, enforceable under provincial or federal statute, where an employee is required to quarantine, the corporation will cover wages and benefits for their regular scheduled time,

at their standard rate of pay, for the duration of the quarantine.

9.03 If an employee resigns or is dismissed;

- (a) after two (2) years and before ten (10) years of service, their accumulated sick leave up to a maximum of fifty (50) days or one-half (1/2) the number of days standing to their credit, whichever is the lesser, shall be paid to him in cash;
- (b) after ten (10) years and before fifteen (15) years of service, their accumulated sick leave up to a maximum of eighty (80) days or one-half (1/2) the number of days standing to their credit, whichever is the lesser, shall be paid to him in cash;
- (c) after fifteen (15) or more years of service, their accumulated sick leave up to a maximum of one hundred and ten (110) days or one-half (1/2) the number of days standing to their credit, whichever is the lesser, shall be paid to him in cash.

9.04 When an employee is compulsorily retired or retires on a normal retirement date, one-half (1/2) of their total accumulated sick leave shall be paid to him in cash on such retirement date, provided that on the termination of their employment, no employee shall be entitled to more than an amount equal to their salary, wages or other remuneration for one-half (1/2) the number of days standing to their credit, and in any event, not in excess of the amount of one-half (1/2) year's earnings at the rate received by him immediately prior to termination of employment (Section 117, Municipal Act, S.O. 2001, C.25, S. 281).

Such payments may, by mutual agreement between the employee and the Corporation, be made to the said employee in equal payments over a three (3) year consecutive period provided that no accumulated interest shall be payable on such deferred payments.

9.05 If any employee dies, one-half (1/2) of their accumulated sick leave shall be paid to their personal representatives in cash in accordance with Section 98 (3) of the said Municipal Act, R. S.O. 1990, as amended.

9.06 The value of each day of accumulated sick leave in terms of dollars shall be the yearly salary of an employee divided by two hundred and eight (208) days.

9.07 Absence from work by an employee on account of injuries received during the performance of their duties, including any civic duties other than firefighting performed upon the orders of the Fire Chief or Deputy-Fire Chief, shall not be deemed to be sick leave.

9.08

- (a) The Employer shall make available the following services subject to the provisions of the plans;
 - (i) The Corporation will provide a health benefit plan, equal to or greater than the current benefit plan, with no deductible; the Corporation will assume and pay the deductible costs where applicable, provided there is only one claim per year; If at any time a change is made in benefits the Association shall be immediately notified by email.
 - (ii) Semi-private coverage;
 - (iii) Vision Care – Health plan to include provision for eyewear every two (2) years and one (1) annual eye examination.
 - (a) January 1, 2025 - \$600
January 1, 2026 - \$650
 - (b) \$500 lifetime maximum toward the cost of corrective eye surgery, for the employee only.
 - (iv) Psychological Services – Coverage includes Psychologist, Master of Social Work, Social Worker/Counsellor, Psychotherapist, and Psychiatrist. The maximum coverage amount is not per each listed practitioner but rather a combined amount for all listed practitioners per year. Up to a maximum of \$3500 per calendar year.
 - (v) Physiotherapist, Registered Massage Therapist (medical referral required), Chiropractor, Osteopath, Naturopath and Speech Therapist, up to the maximum per medical discipline, per calendar year, including one (1) x-ray per calendar year for Chiropractor.
 - January 1, 2025 – \$800
 - January 1, 2026 - \$850
 - (vi) Hearing Aids – Reimbursement will be made for hearing aids, repairs or replacement parts and accessories up to a maximum of \$3000 every 5 years.
 - (vii) Private Duty Nursing in the Home - Private duty nursing benefits carry a maximum of \$5000 per calendar year for the services of a Registered Nurse (R.N.), Registered Practical Nurse (R.P.N.) as required in the home on a full shift or part shift basis.

- (viii) Dental Plan equal to or greater than the current benefit plan, with a current year Ontario Dental Association (ODA) schedule of fees. Nine (9) month recall examination; six (6) month recall examination for children twelve (12) years and under.
 - (ix) Orthodontic procedures - 50-50 (employer - employee) co-shared, with a \$3000 lifetime maximum; Crowns and Cap coverage 50-50 (employer - employee) co-shared with a \$3000 lifetime maximum. Pit and Fissure sealants.
- (b) The Corporation shall cover up to \$50 every eighteen (18) months toward the cost of a Prostate-Specific Antigen (PSA) Test and up to \$100 every eighteen (18) months toward the cost of a CA-125 Blood Test. A valid receipt is required.
 - (c) Expansion of any plan mentioned in 9.08 (a) (i), (ii), (iii), (iv), (v), (vi), (vii) (viii) and (ix) by way of a rider to the plan shall not be considered as a change of benefits existing under this Agreement.
 - (d) The Health Benefits covered in Article 9, Section 9.08 (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), and (ix) will become available to all Probationers on the first day of the month immediately following three (3) consecutive calendar months of service with the Fire and Emergency Services Department.
 - (e) Health Care Spending Account (HCSA) – Effective January 1, 2023, an annual Post-65 HCSA of \$3,250 for retirees between the age of 65 and 75 who retire on or after January 1, 2023, with the following conditions;
 - i) The HCSA will be applicable to the eligible retired employee and spouse only to a combined maximum of \$3,250 per year.
 - ii) Those eligible for the HCSA must be qualified to receive an unreduced pension at the time of retirement, in accordance with the terms established by OMERS, and thereafter be in receipt of an unreduced pension.
 - iii) Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP) or other public or provincial insurance as may be applicable. Reimbursement will be provided for medical or dental expenses to the extent that these expenses exceed coverage available from OHIP, ODP or other applicable public insurance plan, and are permitted by the Canada Revenue Agency (CRA).

- iv) The HCSA will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employee (and spouse where applicable) does not exhaust the maximum entitlement for the year, the balance cannot be carried over to the next year.
 - v) There are no survivor benefits.
- (f) There shall be no provision, reference or requirement for prior authorization, drug review or approval of any prescribed drugs.
- 9.09 All doctors' slips requested by the Fire Chief or Deputy-Fire Chief shall become the financial responsibility of the Corporation.
- 9.10 For the purpose of Section 9.04, the retirement age shall be age sixty (60) years or the age at which an employee retires early on an unreduced early retirement plan available from O.M.E.R.S.
- 9.11 When an employee retires, they shall retire on the last day of the sixtieth (60th) anniversary of their birth month. All vacation, lieu days and lieu time owing shall be used up prior to date of retirement.
- 9.12 The Corporation may change benefit carriers at any time as long as the benefits are equal to those now provided.
- 9.13 In the event that a Firefighter dies in the line of duty, their widow(er) and eligible dependents will receive benefits until the firefighter would have reached age 65 or the widow(er) remarries, whichever occurs first. Dependents will no longer receive benefits if they are no longer eligible.
- 9.14 Employees may utilize up to three (3) shifts per calendar year as personal days, that shall be deducted from the sick bank. Any use of this entitlement shall not count toward any program the employer has or will have in place with regard to sick time usage. These personal days will be for the purposes of unforeseen family emergencies, family or elder care, or emergency medical appointments not able to be made outside of work hours. For suppression employees, a shift shall be twelve (12) hours or one-half day.

At no time will additional credits be given for unused personal days and unused personal days will remain as part of the annual sick bank accrual.

ARTICLE 10 – SALARIES

- 10.01 Attached to this Agreement and forming an integral part thereof is Schedule "A" (Wage Rates and Classifications) setting forth wage rates, classifications, percentage differentials (relative to the classification of First-Class Firefighter) and Job Titles.
- 10.02 Fire and Emergency Services Department salaries shall be paid every other Thursday. The Employer agrees that it will use its best efforts to comply with the provisions of this Article, but the Association relieves the Employer of any responsibility in the event that, because of computer failure, or a statutory holiday falling on a Thursday, or for similar reasonable cause, the Employer fails, for a temporary period, to pay salaries on Thursday.
- 10.03 Any employee who is designated by the Fire Chief or Deputy-Fire Chief to act in the capacity of a higher rank shall be paid at the rate of such higher rank.
- 10.04 Any employee who is moved to act in a higher classification shall be paid for their hours worked in the next pay period.

ARTICLE 11 – PROMOTIONS

- 11.01 A new employee shall be classified as a Probationary Firefighter until they have completed twelve (12) months of continuous service with the Corporation.
- 11.02 For all promotional processes including classification advancement and rank promotions, the following examination procedure shall apply:

A mark of 70% in each of the oral, practical and written examinations.

In the event that an employee fails to attain a mark of 70% in each examination category, they shall be given two further opportunities to qualify by means of supplemental examinations, the first to be held within thirty (30) days of the date the employee is informed they have not qualified and the second, if necessary, to be held within thirty (30) days of the date the employee is informed they did not qualify on the first supplemental examination.

An employee shall not be re-examined by way of supplemental examination in the examination categories in which they obtained a grade of at least 70. Should an employee fail two rewrites of a single classification exam they will remain in their current classification for an additional year and will be subject to redoing the entire examination

process after the additional year.

Should an employee fail two rewrites of a single rank promotional exam, they will no longer be eligible for promotion until the following promotional process. If the employee chooses to apply for promotion in a subsequent process, their seniority in the rank will be based on those who participate in the subsequent process.

Eligibility to advance to the next classification shall be based on the following schedule:

- (a) upon completion of one (1) year of continuous service in the Welland Fire and Emergency Services Department;
- (b) upon completion of one (1) full year as a Fourth-Class Firefighter;
- (c) upon completion of one (1) full year as a Third-Class Firefighter;
- (d) upon completion of one (1) full year as a Second-Class Firefighter.

Examinations to advance to the next classification may be conducted at least 60 days prior to the anniversary date outlined above.

11.03 For promotion and salary purposes, the date of promotion to the next classification shall be:

- (a) Where the employee has completed one full year in their current classification and qualified for promotion without supplemental examination, the progression date as set out above in Section 11.02(a), (b), (c) or (d), or;
- (b) Where the employee qualified by way of supplemental examinations, the later date of either the date of the examination by which they qualified or the date they have completed one full year in their current classification.

11.04

- (a) Promotional examination components shall be based on subjects covered in the Welland Fire and Emergency Services Department Training Curriculum.
- (b) Each candidate for classification examination will be provided with a package containing relevant examination information ten (10) days after their prior classification examination.
- (c) Any material alteration to the curriculum shall be made available to applicants at least ninety (90) calendar days prior to the date of the

examination.

- (d) All written tests will be made up of questions taken from the sample questions listed in the package.

11.05 The examinations for advancement through the classifications up to First Class shall be conducted by the Training Division in conjunction with the Fire Chief or Deputy Chief. One designate from the Association shall be present as an observer only.

11.06 To be eligible for promotion to a classification above First Class Firefighter the following shall apply:

- (a) An applicant must have served a minimum of five (5) years as a First-Class Firefighter;
- (b) Should there be no successful applications from employees with at least five (5) years as a First-Class Firefighter, the notice shall be reposted, and applications will then be considered from First Class Firefighters with less than five (5) years' service in that classification.
- (c) About required courses;
 - i. Applicants will only be eligible for promotion provided that prior to posting process they are enrolled in the relevant courses. It is understood and agreed that "pursuing" and "enroll" for the purposes of this article must result in successful completion of the relevant courses.
 - ii. Every reasonable effort shall be made to deliver the relevant courses in-house by Welland Fire and Emergency Services qualified instructors, as required. A course is deemed "required" if a minimum of 3 (three) employees require it to meet the requirements for promotion. All otherwise eligible candidates must be given priority to these courses. An otherwise eligible candidate shall be any employee, First Class and above.
 - iii. Equivalency may be granted between Ontario Fire College (OFC) courses, (that follow the pre-2014 curriculum) and courses achieved from a certified program meeting NFPA standards. Such NFPA courses may be obtained from the OFC or from another

certified course provider that meets IFSAC or ProBoard requirements.

- (d) Should an applicant not be able to meet one of the following requirements for promotion due to circumstances outside of their control, it is understood that they shall not be passed over for the promotion and shall be given priority to enroll in the relevant courses

Acting Captain Suppression

- (e) In addition to the provisions laid out in Articles 11.04(a), (c), (d), 11.06, 11.07, 11.08, 11.09, 11.10, and 11.11 the following is required to be eligible for promotion to Acting Captain;

- i. Certified to NFPA 1021 - Fire Officer I
- ii. Certified to NFPA 1041 - Fire Instructor I

Captain

- (f) The following is required to be eligible for promotion to Captain;

- i. Seniority on the Acting Captain list

Acting Platoon Chief

- (g) In addition to the provisions laid out in Article 11.04 (a), (c), (d), 11.06, 11.07, 11.08, 11.09, 11.10, and 11.11 the following is required to be eligible for promotion to Acting Platoon Chief;

- i. Minimum one (1) year as a Captain
- ii. Certified to NFPA 1021 – Fire Officer II
- iii. Certified to IMS 200 – Basic Incident Management System

Platoon Chief

- (h) In addition to the provisions laid out in Article 11.06 the following is required to be eligible for promotion to Platoon Chief;

- i. Seniority on the Acting Platoon Chief List
- ii. Minimum three (3) years as a Captain

Training Officer

- (i) In addition to the provisions laid out in Articles 11.04(a), (c) and (d), 11.06, 11.07, 11.08, 11.09, 11.10 and 11.11 the following is required to be eligible for promotion to Training Officer;

- i. Certified to NFPA 1021 - Fire Officer
- ii. Certified to NFPA 1041 - Fire Instructor I

To be completed within eighteen (18) months of attaining position full time, the following;

- i. Certified to NFPA 1041 - Fire Instructor II

To be completed within four (4) years of attaining position full time, the following;

- i. Certified to NFPA 1021 - Fire Officer II
- ii. Certified to NFPA 1521 – Incident Safety Officer

Chief Training Officer

- (j) In addition to the provisions laid out in Article 11.06 the following is required to be eligible for promotion to Chief Training Officer;

- i. Minimum three (3) years as a Training Officer
- ii. Certified to NFPA 1521 - Incident Safety Officer
- iii. Certified to NFPA 1041 - Fire Instructor II
- iv. Certified to NFPA 1021-Fire Officer II
- v. Pursuing and complete within 24 months, a teaching and training adults certificate – post secondary program, at the sole cost to the corporation

Fire Prevention Officer

(k) In addition to the provisions as laid out in Articles 11.04(a), (c), (d), 11.06, 11.07, 11.08, 11.09, 11.10 and 11.11 the following is required to be eligible for promotion to Fire Prevention Officer;

- i. Certified to NFPA 1031 – Fire Inspector I
- ii. Certified to NFPA 1035 – Public Educator I

To be completed within four (4) years of attaining position full time, the following;

- i. Certified to NFPA 1033 – Fire Investigator
- ii. Certified to NFPA 1031 – Fire Inspector II
- iii. Certified as an Inspector by the Ministry of Municipal Affairs and Housing in the category of Fire Protection

Chief Fire Prevention Officer

(l) In addition to the provisions laid out in Article 11.06 the following is required to be eligible for promotion to Chief Fire Prevention Officer;

- i. Minimum three (3) years as a Fire Prevention Officer
- ii. Certified to NFPA 1031 – Fire Inspector II
- iii. Certified to NFPA 1033 – Fire Investigator
- iv. Certified to NFPA 1035 – Public Educator II
- v. Certified as an Inspector by the Ministry of Municipal Affairs and Housing in the category of Fire Protection.

11.07

- (a) Notice of all officer promotional examinations shall be posted in the fire stations for a period of thirty (30) calendar days and contain the date and time in which applicants must apply in writing.
- (b) A list of the names that have applied for a new posting shall be given in confidence to the Secretary of the Association within seven (7) working days of the closing of applications for the posting.
- (c) Each applicant for promotion above the rank of First-Class Firefighter shall be provided on request with a promotional package containing relevant

examination information one (1) year prior to their achieving five (5) years as a First-Class Firefighter.

11.08

- (a) A promotion board shall be established by the Fire Chief and shall consist of the following;
 - (i) Two members of the Fire Management Team;
 - (ii) One senior employee, as assigned by the Fire Chief relevant to the vacant position;
 - (iii) A representative from Human Resources;
- (b) The Association shall be allowed to have a representative present to observe the marking of the examination by the promotion board and general conduct of the practical examinations. (The Association representative shall hold the rank of Captain or above and only be present as an observer).

11.09

All candidates in a promotional process will be graded in the following three (3) categories:

- (i) Written Examination
- (ii) Oral Evaluation
- (iii) Practical Examination

11.10

To qualify for placement on any promotion list an applicant must obtain a grade of at least 70% in each of the categories listed in Section 11.09.

11.11

- (a) In the Suppression Division, assignment to act in a higher classification shall be made to the Acting Captain/Acting Platoon Chief on the platoon who has the highest placement on the Suppression Divisional seniority lists.
- (b) In the Fire Prevention Division, assignment to act in a higher classification shall be made to the Acting Fire Prevention Officers on a rotational basis. Assignment to act in a higher classification shall be made to the Fire Prevention Officer holding the highest seniority on the Fire Prevention Divisional seniority list.
- (c) In the Training Division, assignment to act in a higher classification shall be made to the Acting Training Officers on a rotational basis. Assignment

to act in a higher classification shall be made to the Training Officer holding the highest seniority on the Training Divisional seniority list.

11.12

- (a) When a promoted employee completes the twelve (12) month probationary period for rank classifications of Captain, Platoon Chief, Training Officer, Chief Training Officer, Fire Prevention Officer or Chief Fire Prevention Officer, then the employee shall be considered a permanent employee of their Division and at such time shall be removed from all other acting lists.
- (b) Despite paragraph (a) above, once an employee is considered a permanent employee in a rank classification, they may request to fill a vacancy for a lower classification for which they are fully qualified, either in the same Division or in another Division. If accepted, they shall be placed at the bottom of the seniority list for the particular Division.

11.13

- (a) For the classifications from Probationary Firefighter up to and including First Class Firefighter, seniority for promotional purposes shall be the date an employee commenced full time service, including probationary service, with the Welland Fire and Emergency Services Department, i.e., departmental seniority.
- (b) For the purposes of promotion above the classification of First-Class Firefighter, successful applicants shall be placed on a Divisional seniority list in accordance with their departmental seniority within the year in which they qualify. Thereafter the order on the list shall be maintained as long as employees on the list continue to actively pursue the required courses for each classification.

11.14

- (a) The Employer and the Association may meet up to twice per year at the association's request, to review the availability and achievability within the stipulated timelines of the required qualifying courses for each promotional step in Article 11.
- (b) If it appears that an employee, through no fault of their own, may have difficulty meeting the stipulated timelines of the required qualifying courses, the Employer shall make every reasonable effort to facilitate the availability of the necessary courses and to promote enrollment. The timeframe for required qualifying course completion may be extended by mutual agreement between the Employer and the Association.

11.15

Shift Training Instructors (STI) delivering training in accordance with the terms of the Collective Agreement, will be provided forty-eight (48) hours off with pay per discipline per term, with twenty-four (24) hours to be used

within the first year of the term and twenty-four (24) hours to be used within the second year of the term.

STI time cannot be scheduled until after the vacation schedule process has been completed. Time off must be scheduled in an open vacation spot and may be booked into a twelve (12) or twenty-four (24) hour block. Should the STI not be able to book the twenty-four (24) hours off within the year it has been provided, the unused balance shall be paid in the first pay period in December at straight time.

- (a) Suppression staff interested in applying to be an STI for the posted topic will be required to submit a letter of intention and will only be permitted to hold up to two (2) disciplines at a time. Only those holding the rank of Captain or lower are eligible to serve as an STI.
- (b) The Chief Training Officer will evaluate all applications and recommend the most qualified to the Deputy Chief. Positions will be awarded based on qualifications and seniority among Captains and Firefighters who meet the minimum requirements. If multiple applications possess equal qualifications, seniority will be the determining factor.
- (c) STIs will be required to commit to a 2-year term. At the conclusion of the assigned 2-year term, STIs will have the opportunity to remove themselves from the position.
- (d) If a member chosen to be an STI cannot complete the required training, certification, or skill evaluations, they will be removed from the STI list for that subject and must wait for the next posting to apply again.
- (e) STIs may be required to assist the training division with creating or updating program and instructional components.
- (f) STIs will be responsible for all documentation requirements for sessions which they deliver or oversee. This may include sign-offs, evaluations, training records, or other relevant documentation as instructed.
- (g) All STI opportunities will be posted for a minimum of thirty (30) days.

Each posting will include the following information:

- Posting Date
- Closing Date
- STI Topic

- Role Description
 - Number of Openings
 - Requisite Experience, Certification and/or Knowledge
 - Description of Commitment
 - Start Date of STI Term of Commitment
 - Required Evaluations
 - Training Opportunities
- (h) STIs may be offered overtime out of seniority rotation to fulfill their responsibilities as approved by the Deputy-Fire Chief, Operations and Training.
- (i) The minimum number of annual training hours by Platoon, for each STI discipline, shall be determined by the Chief Training Officer.
- (j) Any required additional training relevant to the STI position will be paid in accordance with the terms of the collective agreement.
- (k) The list of STI disciplines will be as follows
- (i) Medical/Defib
 - (ii) Ice and Water Rescue, technician level
 - (iii) Boat Rescue
 - (iv) Rope Rescue, technician level
 - (v) Hazardous Materials, mission specific and technician level
 - (vi) Firefighter Survival
 - (vii) Live Fire
- (l) Additional STI disciplines may be added upon agreement between the Association and the Fire Chief or Deputy Chief of Operations.

ARTICLE 12 – SENIORITY

- 12.01 For the purpose of computing seniority, the length of service of a Firefighter shall be determined from the date they entered the employ of the Welland Fire and Emergency Services Department.

- 12.02 An employee's seniority will be considered terminated when:
- (a) an employee voluntarily resigns before their normal retirement age;
 - (b) if an employee is discharged for just and sufficient cause and the discharge is not reversed through a grievance or an Arbitration award;
 - (c) after a two (2) year lay-off, without being recalled;
 - (d) if an employee is laid off and fails to return to work within thirty (30) days after being notified, by registered mail to their last known address, to report to work and does not give a satisfactory reason for not reporting.
- 12.03
- (a) Should a lay-off or a consequent organizational demotion of an employee or employees be planned, it is recognized that despite the manner in which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay-off or the organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off, in the case of employees below Officer rank, and it will result in the last employee to be promoted to an Officer rank, being the first to be demoted.
 - (b) In the event of a recall, employees shall be recalled in the reverse order of their respective lay-off. Officers shall be restored to their respective former Officer ranks, in the inverse order of their demotion from those ranks, when organizational needs so dictate.
 - (c) Any employee who has at least one (1) year seniority, and who is laid off, shall be covered by Extended Health, Dental and Group Life Insurance for a period of three (3) full calendar months subsequent to the date of such lay-off.
- 12.04 An employee who is laid off has the right to recall. When there are employees on a lay-off, the Employer shall not hire new employees until such time that all laid off employees have been recalled.
- 12.05 When an employee is restored to their employment due to a recall, they shall be installed to the same classification they held at the time of lay-off.
- 12.06 For the purposes of this Agreement, there will be four (4) classifications of Seniority;
- (a) Corporation Seniority - length of service with the Employer for the purpose of computing pensions;
 - (b) Departmental Seniority - for the purpose of promotions and order of lay-off

within the Fire and Emergency Services Department;

- (c) Divisional Seniority - such as Firefighting, Fire Prevention, and Training Divisions, for the purpose of promotions within the Division;
- (d) Classification Seniority - such as Platoon Chief, Captain, Chief Fire Prevention Officer, Fire Prevention Officer, Chief Training Officer, and Training Officer, for the promotion to the classification.

- 12.07 Any employee who is transferred, due to a promotion, to the Fire Prevention, Training Divisions, or an Officer rank, their seniority within the Division or Officer rank, for promotional purposes, shall begin on the day of their appointment to that Division or rank.
- 12.08 An employee appointed to positions in the Fire Prevention or Training Divisions and a Firefighter promoted to the rank of Captain or Platoon Chief shall be on probation for twelve (12) months, after which time they will be deemed to be a permanent employee of the Fire Prevention or Training Division or a permanent Captain or Platoon Chief, and they will receive the rate of pay for that position while they are on probation.
- 12.09 For seniority purposes, a Firefighter's length of service shall be determined from the date they entered the employ of the Fire and Emergency Services Department. Former Firefighters re-entering the service after continuity of service has been broken by any reason (Canadian Forces Service during National Emergency excepted) shall be considered new employees, and seniority shall start as of the date they re-enter the service.
- 12.10 An employee on approved military leave (as per the Corporation Military Leave Policy and as per the current Employment Standards Act) shall suffer no loss as it relates to seniority.

ARTICLE 13 – LEAVES OF ABSENCE AND TEMPORARY VACANCIES

- 13.01 In each calendar year, at the discretion of the Fire Management Team, employees may be granted leave of absence to a maximum of twenty (20) days relative to the performance of the duties of their office. Such leave may not be unreasonably denied. For the purposes of this article, no more than two (2) employees may be away at the same time.

Employees will only be replaced should the complement of a shift fall below the minimum staffing as per Article 7.04(a). Salaries of replacements if required are to be paid by the Employer.

13.02

- (a) In the event of the death of a member of the immediate family, the bereaved employee shall be allowed four (4) calendar days off up to and including the day following the funeral without loss of pay.

The term "immediate family" means the employee's spouse (including common-law partner), parent (including step-parent), child (including step-child), sibling (including step-sibling), parent-in-law, sibling-in-law, child-in-law, grandchild, and grandparent (including spouse's grandparent).

The employee shall be allowed one (1) day (12 hours for suppression) off for the day of the funeral in the event of the death of the employee's aunt or uncle or great-grandparent.

The employee shall file confirmation of death with a member of the Fire Management Team; salaries of replacements are to be paid by the Employer.

- (b) In the event that a funeral service or memorial service is to be conducted at a later date, the employee will be entitled to one (1) day leave of absence to attend the service, provided the total bereavement leave does not exceed four (4) days for any one person.

13.03

The Fire Chief shall designate which employees may attend courses at the Fire College or other locations as determined to be a requirement of the employees' position. The Employer will provide a vehicle to attendees and where no vehicle is available, mileage will be paid as per the current Corporation Policy. Employees required to attend courses at a location other than the Fire College may submit for reimbursement of expenses in accordance to the Corporation's Policy.

13.04

Employees called in to replace Negotiating Committee members will be paid at their current rate of pay, which will be the yearly salary divided by the normal work hours being worked that year.

13.05

Employees may, on request, be granted a leave of absence for a period not to exceed thirty (30) days, provided such request is reasonable and not for the purposes of other employment outside the contract. Employees shall not be paid for any leave of absence granted under this Section, nor shall the said period of absence be credited to the accumulation of sick leave for the said employee, but no such leave shall affect the seniority of the employee to whom the leave of absence is granted.

13.06

- (a) A Firefighter who is called upon for jury duty shall be granted leave of absence for such purpose and shall be paid full salary or wages for the period of such service; provided they shall notify the Fire Chief, or their

representative, and deposit with the City through the Human Resources Department, the full amount of compensation received for such service excluding any/all monies received for travel and meal expenses.

- (b) A Firefighter who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

13.07 A Firefighter, when subpoenaed to appear as a witness in a court or before a statutory tribunal as a result of duties executed by him as a Firefighter, shall receive their salary in accordance with Article 10; such salary to reflect a minimum of four (4) hours when they appear as a witness on a day when they are not scheduled to work. Any witness fees excluding mileage fees, received by the subpoenaed Firefighter from the court, shall be turned into the Corporation of the City of Welland. When the Firefighter is released by the court and when they are scheduled to work, they shall return immediately to their assigned station.

13.08

- (a) A Firefighter will be granted pregnancy or parental leave in accordance with the provision of the Employment Standards Act. Request for such leave must be made in writing to the Fire Chief.
- (b) The employer agrees to top up the employee's wage to 75% above any income the employee receives from employment insurance while on pregnancy or parental leave. This top up shall be applicable to the one week waiting period, and extend for 15 weeks in the case of pregnancy leave and 11 weeks in the case of parental leave.
- (c) Employees on parental leave will continue to accrue seniority and other annual leave entitlements but shall not accrue statutory holidays.

13.09

- (a) Vacancies in suppression in which the incumbent is absent for a period of sixty (60) calendar days or greater, shall be temporarily filled by the most senior eligible person.
- (b) Vacancies other than in suppression in which the incumbent is absent for a period of sixty (60) calendar days or greater, shall be temporarily filled by the most senior eligible person on the division "acting" list, failing that, it will be posted as a temporary position in accordance with Article 11.
- (c) Should an employee in any division notify the Corporation that they will be off for more than sixty (60) calendar days the vacancy shall be temporarily filled as soon as reasonably possible.
- (d) All other vacancies shall be filled in accordance with Article 11.

ARTICLE 14 – ARBITRATION

- 14.01 In the event of any dispute with respect to any of the matters covered in this Agreement, if a satisfactory settlement cannot be reached in the matter in dispute by the method provided in Article 4 of this Agreement, the matter in dispute shall then only be submitted to arbitration by the method provided in the Fire Prevention and Protection Act, 1997, S.O. 1997, Chapter 4 as amended.

ARTICLE 15 – UNIFORMS

- 15.01 Uniforms will be issued at time of hire as outlined in the Uniform List, and all items will be maintained by the employer on an exchange basis.
- (a) At the discretion of employer – end of life of garment
 - (b) Modifications and sizing will be provided as promoted/required
 - (i) Employer may hem/alter existing or replace
 - (c) Exchanges occur on an ongoing basis as per the uniform policy, which will include.
 - (i) Method for an immediate replacement of clothing damage while on-duty
 - (ii) Scheduled exchanges and accountability and quality tracking
 - (iii) the ability for employees to exchange uniforms that are at their end of life.
 - (iv) Standard department decorum and regalia
- 15.02 Safety footwear, shoes, or boots to be worn while on-duty, reimbursed as follows:
- (a) \$175.00 every 12 months or \$350.00 every 24 months,
 - (b) Timelines are from the date of requested reimbursement, requests must be submitted, with original receipt, within 45 days of purchase of the footwear
 - (c) Reimbursement value includes tax, shipping, and total sum of expenses to be reimbursed for one pair of safety footwear

- (d) Must be CSA (Green Triangle) approved
 - (e) Black leather that may be polished to a shine
 - (f) Active employees are not eligible for safety footwear reimbursement within 12 months of their last scheduled working day before retirement.
 - (g) New hires are eligible upon first day of employment.
- 15.03 All uniform items will be returned upon retirement, except, the employee may keep:
- (a) Safety Footwear
 - (b) Class A Uniform Kit as identified on the Uniform List
- 15.04 Employees who resign or whose employment ends for other reasons, before their normal retirement age will return all of the uniform items as identified on the Uniform List, unless otherwise approved by the Fire Chief.
- 15.05 The Fire Chief may offer any additional clothing/uniform items in addition to those published on the UNIFORM LIST. Any additional items may be removed from the UNIFORM LIST at the Fire Chief's discretion
- 15.06 At the time of purchase, station wear shirts and pants will meet the NFPA 1975 standard.
- (a) Using the Council approved procurement process, the Fire Chief has the right to select any vendor, product line, distributor of NFPA station wear
- 15.07 Quarter Zip Pull Over (i.e. Job Shirt) will meet the advertisement published by 5.11®, which produced a favorable and good quality Job Shirt. As published "The 11.6 oz fade-resistant cotton-poly fleece fabric, with radio pocket, mic pockets, pen pocket on sleeve, and front pockets" may be selected from any vendor or manufacturer.
- (a) In the event that this product is no longer available to this spec and evolves the employer will maintain a good quality item as compared to what the leading vendors have selected to replace this product.

UNIFORM LIST

Item	Quantity
Class A Uniform Kit • Dress Cap and Badge • Tie and Tie Clip • Tunic with Flashers & Dress Pants • White Dress Shirt with Flashers • Dress Belt (belt and buckle) • Black Socks • White Undershirt – t-shirt crested • Officer Regalia, appropriate to rank	1
NFPA Cargo Pants	4
NFPA Shirt – short or long sleeve	4
Station Belt	2
Quarter Zip Pullover (i.e., Job Shirt)	2
T-shirts – short or long sleeve	10
Baseball Style Cap	2
Exercise Shorts or Sweatpants	2
Winter Coat	1
Winter Gloves	1
Winter Toque – beanie or long style	2
Officer Epaulettes – (pair for each: jacket, station shirt, class A)	3
Officer Regalia appropriate to rank	2 sets

ARTICLE 16 – INSURANCE

- 16.01 The Employer shall pay one hundred percent (100%) of the annual premiums on a Life Insurance coverage equal to the amount of two (2) times the salary of the insured employee rounded up to the nearest five hundred dollars (\$500.00).
- (a) The existing AD&D benefit plan will be supplemented with a death insurance benefit equal to two times (2X) the employees' annual salary payable in the event of a line of duty death due to occupational accident or disease, as determined by the Workplace Safety and Insurance Board.
- There shall be no duplication of entitlement under the existing AD&D coverage.
- 16.02 The Employer shall pay 100% of the cost of all Health Benefits as outlined in Article 9, Section 9.08, subsection (a) for Firefighters who reach automatic retirement age sixty (60) years, Unreduced Early Retirement under the OMERS 85 Factor and OMERS Disability Pension, until age

sixty-five (65) years. This clause will cover all former Firefighters presently on retirement who have not reached the age of sixty-five (65) years.

- 16.03 The Employer shall, at its expense, provide for each retired employee a paid up \$10,000.00 life insurance policy to age seventy (70) years.

ARTICLE 17 – PENSIONS

- 17.01 Each employee shall be enrolled in Ontario Municipal Employees Retirement System (“OMERS”) in accordance with the plan rules and regulations.
- 17.02 The normal retirement age (NRA) for all Firefighters will be age sixty (60).
- 17.03 In addition to 17.02, a Firefighter may retire on an Unreduced Early Retirement Pension subject to the OMERS provisions.
- 17.04 When an employee retires under the provisions of either 17.02 or 17.03, they shall retire on the last day of the month, in which they either turn sixty (60) years old or retire on an Unreduced Early Retirement Pension.

ARTICLE 18 – SUCCESSOR RIGHTS

- 18.01 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 and Emergency Services Department with any other entity, or a transfer, disposition, privatization, or joint venture in respect of all or part of the Fire and Emergency Services Department, the Corporation shall immediately consult with the Association, providing full disclosure of such plans forthwith. The Corporation agrees that if any of the above processes take place the other entity will recognize the Association and apply the terms and conditions of the Collective Agreement.

ARTICLE 19 – DRIVER’S LICENCE

- 19.01 The Employer shall reimburse an employee for up to \$150 to cover the cost of a medical exam necessary to obtain or maintain a DZ licence. The employee will be required to provide evidence of payment to be eligible for reimbursement.

ARTICLE 20 – DURATION

- 20.01 This Agreement shall be in force from the 1st day of January 2024 to the 31st day of December 2026 and from year to year thereafter, unless, within a period of two (2) calendar months prior to the 31st day of December 2026 either Party gives written notice that it requests changes to the said Agreement. On such notice being given by either Party, they shall proceed, within thirty (30) days thereafter, to negotiate in good faith, in respect to matters which it is proposing to change. Both Parties shall expedite the negotiations with the intent of completing a new or amended Agreement prior to the 31st day of December in any year.
- (a) The Corporation agrees to provide both electronic and printed copies of the following within sixty (60) days of reaching a new collective agreement:
- (i) Upon signing of a collective agreement and/or upon receipt of an arbitrated settlement, the Corporation shall provide all employees with all retroactive payments and/or contractual adjustments.
 - (ii) Printed contract booklets for each employee.
 - (iii) Two (2) electronic copies for the Association (one PDF format and one in Word format).
 - (iv) Printed updated benefits booklets.
 - (v) One electronic copy of the benefits.
 - (vi) The Corporation agrees to allow the Association and/or its representatives, access to the master benefits policies (both current and Green Shield Policy #16230) as it relates to the Association members' benefits.
- 20.02 Wage increases are to be retroactive to January 1st, 2024.
- 20.03 In the event of service-sharing arrangement between or among municipalities involving the City of Welland and affecting the Fire and Emergency Services Department, the Employer shall notify the Association at least one hundred and twenty (120) days before, or where the circumstances are such that such notice is not practicable, give the Association reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of employees in order that the Association may be given an opportunity to discuss such matters with the Employer.

ARTICLE 21 – EXPERIENTIAL PAY

21.01

- (a) Effective January 1, 2006, the experiential pay shall be an additional 1, 2 and 3% over the base wage rate of a First-Class Firefighter.
- (b) Effective January 1, 2007, the experiential pay shall be an additional 2, 4 and 6% over the base wage rate of a First-Class Firefighter.
- (c) Effective January 1, 2008, the experiential pay shall be an additional 3, 6 and 9% over the base wage rate of a First-Class Firefighter.
- (d) Experiential pay will be paid as part of salary in accordance with Article 10.02 after the employee's anniversary date, corresponding with the completion of 8, 17 and 23 years of continuous service.

IN WITNESS WHEREOF the Employer has hereunto caused its corporate seal to be affixed under the hands of its duly authorized officers in that behalf and the members of the Association have caused this instrument to be executed under the hands and seals of their proper officers hereunto duly authorized in that behalf the day and year first above written.

For the Employer:



Matt Richardson
Acting Fire Chief



Andrea Daisley
Chief Human Resources Officer

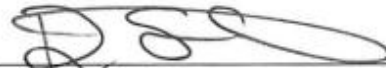


Brooke Iannuzzelli Dill
Senior HR Business Partner

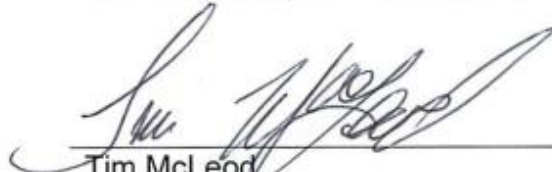
For the Association:



Mark Biggins
President, WPPFA Local 481



Andrew Stirtzinger
Vice President, WPPFA Local 481



Tim McLeod
Secretary/Treasurer, WPPFA Local 481



Leigh Lacroix
Trustee, WPPFA Local 481



Kyle Moreau
Negotiation Committee Member,
WPPFA Local 481

SCHEDULE A – Wage Rates and Classifications

Date	First Class Firefighter	Firefighters			
		Second Class	Third Class	Fourth Class	Probationer
		90%	80%	70%	65%
1-Jan-24	110,388	99,349	88,310	77,272	71,752
1-Jul-24	112,444	101,200	89,955	78,711	73,089
1-Jan-25	117,245	105,521	93,796	76,209	76,209
1-Jul-25	119,268	107,341	95,414	83,488	77,524
1-Jan-26	121,241	109,116	96,992	84,868	78,807
1-Jul-26	123,214	111,893	98,571	86,250	80,089

Differentials						
Date	First Class Firefighter	Captain	Platoon Chief, Chief Fire Prevention Officer, Chief Training Officer	Fire Prevention Officer, Training Officer		
		118%	128%	108%	115%	118%
01-Jan-24	110,388	130,258	141,297	119,219	126,946	130,258
Rate + 3%	113,700	133,569	144,608	122,531	130,258	133,569
Rate + 6%	117,011	136,881	147,920	125,842	133,569	136,881
Rate + 9%	120,323	140,193	151,232	129,154	136,881	140,193
01-Jul-24	112,444	132,684	143,928	121,440	129,311	132,684
Rate + 3%	115,817	136,057	147,302	124,813	132,684	136,057
Rate + 6%	119,191	139,431	150,675	128,186	136,057	139,431
Rate + 9%	122,564	142,804	154,048	131,559	139,431	142,804

Differentials						
Date	First Class Firefighter	Captain	Platoon Chief, Chief Fire Prevention Officer, Chief Training Officer	Fire Prevention Officer, Training Officer		
		119%	129%	109%	116%	119%
01-Jan-25	117,245	139,522	151,246	127,797	136,004	139,522
Rate + 3%	120,762	143,039	154,246	131,314	139,522	143,039
Rate + 6%	124,280	146,556	158,281	134,832	143,039	146,556
Rate + 9%	127,797	150,074	161,798	138,349	146,556	150,074

01-Jul-25	119,268	141,929	153,856	130,002	138,351	141,929
Rate + 3%	122,846	145,507	157,434	133,580	141,929	145,507
Rate + 6%	126,424	149,085	161,012	137,158	145,507	149,085
Rate + 9%	130,002	152,663	164,590	140,736	149,085	152,663

Differentials						
Date	First Class Firefighter	Captain	Platoon Chief, Chief Fire Prevention Officer, Chief Training Officer	Fire Prevention		
		120%	130%	110%	117%	120%
01-Jan-26	121,241	145,489	157,613	133,365	141,852	145,489
Rate + 3%	124,878	149,126	161,251	137,002	145,489	149,126
Rate + 6%	128,515	152,764	164,888	140,640	149,126	152,764
Rate + 9%	132,153	156,401	168,525	144,277	152,401	156,401

01-Jul-26	123,214	147,857	160,178	135,535	144,160	147,857
Rate + 3%	126,910	151,553	163,875	139,232	147,857	151,553
Rate + 6%	130,607	155,250	167,571	142,928	151,553	155,250
Rate + 9%	134,303	158,946	171,267	146,625	155,250	158,946

SCHEDULE B – EXPERIENTIAL PAY

Date	First Class Firefighter	Experiential Pay		
		3%	6%	9%
1-Jan-24	110,388	3,311.64	6,623.28	9,934.92
1-Jul-24	112,444	3,373.32	6,746.64	10,119.96
1-Jan-25	117,245	3,517.35	7,034.70	10,552.05
1-Jul-25	119,268	3,578.04	7,156.08	10,734.12
1-Jan-26	121,241	3,637.23	7,274.46	10,911.69
1-Jul-26	123,214	3,696.42	7,392.84	11,089.26

It is understood and agreed to that “Experiential Pay” is calculated based on a First-Class Firefighter wage rate regardless of the classification the employee holds. Experiential pay will be paid as part of salary according to Article 10.02 after the employee’s anniversary date corresponding with the completion of 8, 17 and 23 years of continuous service.

INTEREST ARBITRATION AWARD

As part of the Arbitration Award dated January 21, 2015, from Arbitrator Steinberg the following items were awarded.

Ten (10) Hours of Work:

Four (4) day mutually agreed upon work week for Fire Prevention and Training Division employees. The schedule shall be in place within 60 days of the date of this award. The schedule shall guarantee that there will be coverage for all regular weekdays for the Fire Prevention Division. The hours of work shall normally be four consecutive days a week, subject to the aforementioned need to provide coverage in Fire Prevention. In addition, some flexibility in the normal work schedule will be necessary to allow for scheduled weekend and evening training or fire prevention needs.

Letter of Understanding #1 – Overtime Process Transition from Association to the Employer

LETTER OF UNDERSTANDING

RE: Overtime Process transition from Association to the Employer

Where the Employer and the Union recognize the need for a clear and consistent overtime process, and where the parties agree to develop a formal policy to standardize the administration of overtime;

the Employer and the Union agree as follows:

1. The current practice shall remain in effect until the new overtime policy is implemented.
2. The parties will develop an overtime policy to ensure a fair and transparent process for the allocation and administration of overtime opportunities.
3. The parties agree to investigate and discuss technology options.
4. The parties acknowledge that the implementation of this policy may necessitate further amendments to Article 7.04(b) of the Collective Agreement.
5. Any proposed changes to Article 7.04(b) resulting from the new overtime policy will be subject to further discussions and mutual agreement between the Employer and the Union.
6. Until such time as the new policy is finalized the current provisions of Article 7.04(b) shall remain in effect.
7. This Letter of Understanding shall remain in effect until the new overtime policy is implemented and any related amendments to Article 7.04(b) are finalized, unless otherwise agreed upon by both parties.
8. The new overtime policy shall be completed within 90 days after the date of the signing of the Collective Agreement. The implementation of the policy shall occur as soon as reasonably practicable to this date.

Dated at Welland, Ontario, this 18th Day of August 2025

Letter of Understanding #2 – Hours of Work for Fire Prevention and Training Division

LETTER OF UNDERSTANDING

RE: Hours of Work for Fire Prevention and Training Division Employees

1. Arbitrator Larry Steinburg's award dated January 21, 2015, in clause 10 states the following; "[10] Hours of Work: Four (4) day mutually agreed upon work week for Fire Prevention and Training Division employees. The schedule shall be in place within 60 days of the date of this award. The schedule shall guarantee that there will be coverage for all regular week-days for the Fire Prevention Division. The hours of work shall normally be four consecutive days a week, subject to the aforementioned need to provide coverage in Fire Prevention. In addition, some flexibility in the normal work schedule will be necessary to allow for scheduled weekend and evening training or fire prevention needs.
2. Both Parties to this Letter of Understanding agree that the following represents the implementation of the Arbitrator's Award.

Fire Prevention Division:

3. Commencing June 1, 2015, employees of the Fire Prevention Division will work a 10-hour day, normally commencing at 07:30 hours. and ending at 17:30 hours daily, subject to extra duty as shall be assigned by the Fire Chief, provided that such duties do not result in the employee working in excess of 42 hours in any given working week.
4. Employees will work an approved schedule consisting of 4 consecutive regular week-days in an alternating pattern (i.e. Monday-Thursday one week, then Tuesday-Friday the following week). Employees shall be scheduled on opposite patterns ensuring coverage for all regular week-days. Normally with 10 calendar-day notice by the Employer, employee schedules may be shifted on a temporary basis to ensure weekday coverage in the office when other employees are absent.
5. If approved, the Director of Fire Prevention may work a 5 regular week-day schedule (i.e. Monday-Friday) totaling 42 hours, normally commencing at 08:30 hours and ending at 16:30 hours. Daily subject to extra duty as shall be assigned by the Fire Chief, provided that such duties do not result in the employee working in excess of 42 hours in any given working week.
6. Sick days shall be counted as one full day earned or taken according to the employees' work schedule, as in 3, 4 and 5 above. Statutory holidays shall be taken when they fall within the employees' regular work schedule and shall otherwise accrue as lieu days. Vacation days earned or taken shall be as they fall within the employee's regular work schedule, where one week's regular schedule equals one week of vacation.

7. With two calendar-week notice by the Employer; planned occasional events that take place outside of the employee's regular work schedule may be scheduled, as part of the employee's work schedule and shall displace otherwise regularly scheduled hours. Unplanned occasional events that take place outside of the employees' regular work schedule shall be treated as overtime and will be eligible for overtime pay.

Training Division:

8. Commencing June 1, 2015, employees of the Training Division will work a 10-hour day, normally commencing at 07:30 hours and ending at 17:30 hours daily, subject to extra duty as shall be assigned by the Fire Chief, provided that such duties do not result in the employee working in excess of 42 hours in any given working week.
9. Employees will work an approved schedule consisting of 4 consecutive regular weekdays in an alternating pattern (i.e. Monday-Thursday one week, then Tuesday-Friday the following week). Normally with 10 calendar day notice by the Employer, employee schedules may be shifted on a temporary basis to ensure weekday coverage in the office when other employees are sent.
10. If approved, the Director of Training may work a 5 regular week-day schedule (i.e. Monday-Friday) normally commencing at 08:30 hours and ending at 16:30 hours. daily subject to extra duty as shall be assigned by the Fire Chief, provided that such duties do not result in the employee working in excess of 42 hours in any given working week.
11. Sick days shall be counted as one full day earned or taken according to the employee's regular work schedule, as in 8, 9, and 10 above. Statutory holidays shall be taken when they fall within the employees' regular work schedule and shall otherwise accrue as lieu days. Vacation days earned or taken shall be as they fall within the employee's regular work schedule, where one week's regular schedule equals one week of vacation.
12. With two calendar-week notice by the Employer; planned occasional events that take place outside of the employee's regular work schedule may be scheduled as part of the employee's work schedule and shall displace otherwise regularly scheduled hours. Unplanned occasional events that take place outside of the employees' regular work schedule shall be treated as overtime and will be eligible for overtime pay.

General:

13. At 6-month intervals until such time as appropriate language is inserted into the Collective Agreement, the Parties agree that the content and application of this LOU will be reviewed for the purposes of evaluating its effectiveness.
14. This LOU will be considered to be incorporated into and made part of the collective agreement between the parties and is enforceable under the grievance and arbitration procedures set out therein.

Dated at Welland, Ontario, this 18th Day of August 2025

Letter of Understanding #3 – Fitness Equipment

LETTER OF UNDERSTANDING

RE: Fitness Equipment

Historically the Union has purchased and maintained fitness equipment for the exclusive use of its members. With the change of working conditions at the new, shared Headquarters building the fitness room and equipment will be available to all employees as approved by the Fire Chief. The fitness room and equipment at district buildings will primarily be used by staff on-duty at these stations, although staff who normally access these buildings may attend to use the fitness equipment.

1. The Union irrevocably contributes all listed fitness equipment to the City as outlined below and confirms that no items remain in the buildings that are not the possession of the City.
2. The items provided to the Employer by the union will remain at the stations identified below for the natural life of the equipment.
3. The Employer takes full ownership of all fitness equipment and will be responsible to maintain it in a similar method to all other assets.
4. At the discretion of the Fire Chief and subject to annual budget approvals, the Employer may add equipment to any gym.
5. The equipment will be assigned as below, until the employer determines the end of life for the equipment and upon replacement, equipment may be changed at the discretion of the Fire Chief.
6. Equipment will not be added, removed, or altered without the permission of the Fire Chief
7. The layout of all mounted equipment will be approved by the Fire Chief.
8. Staff are permitted to attend the station fitness rooms while off duty, recognizing that doing so is not part of their duties, and is not eligible for workplace insurance if an injury occurs.
9. Staff attending any of the fitness rooms, even off duty, acknowledge their responsibility to use the equipment as designed, within their capabilities and in a way to reduce the chance of injury.
10. Staff will immediately report any condition that presents a hazard and take actions to prevent harm.

Equipment Allocation as of signing this Agreement:

Station 3 (345 Prince Charles Drive):

Smith machine
Bench
Dumbbells and Rack
Elliptical
Stationary bike
20lb and 40lb kettlebell
Bosu ball and exercise ball
Assorted 2" plates

Station 2 (New Station 636 King St.):

Folding squat rack
2" Olympic barbell
Bench
20lb and 40lb kettlebell
Stationary bike
Elliptical
Dumbbells and Rack
Bosu ball and exercise ball
Assorted 2" plates and storage tree

Station 1 (400 East Main St.):

Dumbbells and Rack (moved from 636 King St.)
Rowing Erg (moved from 950 East Main St.)
Treadmill (moved from 636 King St.)
Treadmill (moved from 950 East Main St.)
Assault bike (moved from 950 East Main St.)

Dated at Welland, Ontario, this 18th Day of August 2025