AGREEMENT

BETWEEN

THE CORPORATION OF THE

CITY OF NIAGARA FALLS

AND

NIAGARA FALLS PROFESSIONAL

FIRE FIGHTERS

ASSOCIATION

2018 – 2023

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This Agreement Made this 2nd Day of May 2019 by and Between:

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Hereinafter called the "Corporation"

OF THE FIRST PART

and

NIAGARA FALLS PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Hereinafter called the "Association"

OF THE SECOND PART

WITNESSETH:

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

ARTICLE 1

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

ARTICLE 2- EMPLOYEES COVERED BY THIS AGREEMENT

2.01 For the purpose of this Agreement, the word "Firefighters" shall mean all full-time Firefighter employees of the Corporation's Fire Department, with the exception of the Chief, the Deputy Chief of Administration and the Deputy Chief of Operations.

2.02 For the purpose of this agreement, the word "Probationer" shall mean a Firefighter for the first twelve (12) months of employment plus any extension thereof. The provisions of this agreement shall apply to Probationers unless otherwise stated.

Upon mutual agreement by both parties, the probationary period may be extended by the length of absence due to illness and work related injuries, if in excess of eight (8) working days.

2.03 During the probationary period, as stated in 2.02, neither the Probationer nor the Association may grieve regarding discharge, provided that, at the request of the Association, a meeting will be held to discuss with the Association the discharge of the employee.

ARTICLE 3- RECOGNITION

3.01 The Corporation recognizes the Association as the sole collective bargaining agency of all the said Firefighters for the purpose of collective bargaining in respect to wages, hours, clothing, and all other working conditions.

3.02 The Corporation will negotiate with the chosen accredited representatives of the Association for the purpose of determining any disputes which may now exist, or which may arise, as to wages, hours, working conditions, or any other questions affecting the Firefighters.

3.03 All Firefighters of the Niagara Falls Fire Department must pay dues as set, to the Association, including probationary Firefighters, as set out by the Constitution of the Association.

3.04 Firefighters shall be granted Association Representation at any meeting that could result in discipline or discharge.

ARTICLE 4- NO DISCRIMINATION

4.01 (a) The employer agrees that there shall be no discrimination, interference, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, handicap, sex or marital status, sexual orientation, place of residence nor by reason of his/her membership or activity in the Association as provided in Article 4.01 (b).

(b) Conversely, there shall be no intimidation, restraint, coercion or harassment exercised or practised upon employees or Management by the Association or by any of its representatives or members.

4.02 Wherever any words are used in this agreement in the masculine gender, they shall be construed as though they were also in the feminine gender in all situations where they would apply.

ARTICLE 5- REPRESENTATION

5.01 The Corporation will recognize a Bargaining Committee, as outlined in the *Fire Protection and Prevention Act*. The Corporation shall be kept informed by the Association, from time to time, of the personnel of the Committee.

ARTICLE 6- MANAGEMENT'S RIGHTS

6.01 The Association agrees that the Corporation has the exclusive right to manage the offices and departments, direct the working forces and to hire, promote, transfer, demote, layoff, suspend or discharge employees. The Corporation agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the right of a Firefighter to lodge a grievance as set forth herein.

ARTICLE 7- HOURS OF WORK

7.01 Firefighters shall be required to work under a system agreed upon by the Corporation and the Association. The system to be determined yearly.

7.02 The total number of hours to be worked by a Firefighter shall not exceed an average of forty-two (42) per week.

7.03 It is understood nothing in the above schedule of hours of labour will prevent the Chief, or a properly authorized Officer designated by him granting the request of any two (2) Firefighters to change shifts or days off, providing that such a change does not affect the efficiency of the Department.

7.04 The pay periods will be bi-weekly and all pay stubs will be provided electronically.

ARTICLE 8- SALARIES

8.01 (a) The following schedule shall be the salary rates to be paid to the Fire Services Personnel in 2018 to 2023.

POSITION		01/01/18	07/01/18	01/01/19	01/07/19	01/01/20	01/07/20	01/01/21	01/07/21	01/01/22	01/07/22	01/01/23	01/07/23
Platoon Chief	127%	124,794	125,854	127,113	128,321	129,604	130,705	132,011	133,134	134,465	135,406	136,760	137,580
Chief Training Officer	127%	124,794	125,854	127,113	128,321	129,064	130,705	132,011	133,134	134,465	135,406	136,760	137,580
Chief Fire Prevention Officer	127%	124,794	125,854	127,113	128,321	129,064	130,705	132,011	133,134	134,465	135,406	136,760	137,580
Captain/Fire Suppression	116%	113,985	114,954	116,103	117,206	118,378	119,384	120,577	121,603	122,818	123,678	124,915	125,664
Captain/Communications	116%	113,985	114,854	116,103	117,206	118,378	119,384	120,577	121,603	122,818	123,678	124,915	125,664
Captain/Fire Prevention	116%	113,985	114,854	116,103	117,206	118,378	119,384	120,577	121,603	122,818	123,678	124,915	125,664
Captain/Training	116%	113,985	114,854	116,103	117,206	118,378	119,384	120,577	121,603	122,818	123,678	124,915	125,664
Fire Prevention Officer	107%	105,141	106,035	107,095	108,113	109,194	110,121	111,222	112,168	113,289	114,082	115,223	115,914
Public Educator/FPO	107%	105,141	106,035	107,095	108,113	109,194	110,121	111,222	112,168	113,289	114,082	115,223	115,914
Probationary FPO	104%	102,194	103,062	104,093	105,082	106,132	107,034	108,104	109,023	110,113	110,884	111,992	112,664
Firefighter First Class	**100%**	**98,263**	**99,098**	**100,089**	**101,040**	**102,050**	**102,917**	**103,946**	**104,830**	**105,878**	**106,619**	**107,685**	**108,331**
Second Class	90%	88,437	89,188	90,080	90,936	91,845	92,625	93,551	94,347	95,290	95,957	96,917	97,498
Third Class	80%	78,610	79,278	80,071	80,832	81,640	82,334	83,157	83,864	84,702	85,295	86,148	86,665
Fourth Class	70%	68,784	69,369	70,062	70,728	71,435	72,042	72,762	73,381	74,115	74,633	75,380	75,832
Probationer	67%	65,836	66,396	67,060	67,697	68,374	68,954	69,644	70,236	70,938	71,435	72,149	72,582
Communicator													
First Class	85%	83,524	84,233	85,076	85,884	86,743	87,479	88,354	89,106	89,996	90,626	91,532	92,081
Second Class	77%	75,663	76,305	77,069	77,801	78,579	79,246	80,038	80,719	81,526	82,097	82,917	83,415
Third Class	68%	66,819	67,387	68,061	68,707	69,394	69,984	70,683	71,284	71,997	72,501	73,226	73,665
Probationer	56%	55,027	55,495	56,050	56,582	57,148	57,634	58,210	58,705	59,292	59,707	60,304	60,665

(b) **Average Rate**
Weekly Salary will be determined by the following formula:
Weekly Salary = Contract Rate ÷ No. of pay dates in a year

(c) **Base Hourly Rate**
The Base Hourly Rate, used for the purpose of calculating overtime and acting pay, will be determined by the following formula:
Base Hourly Rate = Contract Rate ÷ 2184 hours (52 weeks x 42 hours).

Recognition Pay

8.02 (a) Recognition pay will be applicable on January 1 of the year in which the firefighter's anniversary reaches 8, 17 or 23 years, where the firefighter's anniversary is before October 31. If the firefighter's seniority follows October 31, the recognition pay is applied on January 1 of the following year.

(b) It is understood that recognition pay will be applied to the base salary, and all other forms of pay that are determined using the base rate, including pensionable earnings, overtime, statutory holiday and so on. The only exception is that recognition pay shall not be included in the calculation of accumulated sick pay credit pay-out under Article 14.05.

Effective Date	**Recognition Pay**	**Annual Amount**
01/01/2018	3% in the year in which 8 years service will be completed	$2,948
	6% in the year in which 17 years service will be completed	$5,896
	9% in the year in which 23 years service will be completed	$8,844
07/01/2018	3% in the year in which 8 years service will be completed	$2,973
	6% in the year in which 17 years service will be completed	$5,946
	9% in the year in which 23 years service will be completed	$8,919
01/01/2019	3% in the year in which 8 years service will be completed	$3,003
	6% in the year in which 17 years service will be completed	$6,005
	9% in the year in which 23 years service will be completed	$9,008
07/01/2019	3% in the year in which 8 years service will be completed	$3,031
	6% in the year in which 17 years service will be completed	$6,062
	9% in the year in which 23 years service will be completed	$9,094
01/01/2020	3% in the year in which 8 years service will be completed	$3,062
	6% in the year in which 17 years service will be completed	$6,123
	9% in the year in which 23 years service will be completed	$9,185
07/01/2020	3% in the year in which 8 years service will be completed	$3,088
	6% in the year in which 17 years service will be completed	$6,175
	9% in the year in which 23 years service will be completed	$9,263

01/01/2021	3% in the year in which 8 years service will be completed	$3,118
	6% in the year in which 17 years service will be completed	$6,237
	9% in the year in which 23 years service will be completed	$9,355
07/01/2021	3% in the year in which 8 years service will be completed	$3,145
	6% in the year in which 17 years service will be completed	$6,290
	9% in the year in which 23 years service will be completed	$9,435
01/01/2022	3% in the year in which 8 years service will be completed	$3,176
	6% in the year in which 17 years service will be completed	$6,353
	9% in the year in which 23 years service will be completed	$9,529
07/01/2022	3% in the year in which 8 years service will be completed	$3,199
	6% in the year in which 17 years service will be completed	$6,397
	9% in the year in which 23 years service will be completed	$9,596
01/01/2023	3% in the year in which 8 years service will be completed	$3,231
	6% in the year in which 17 years service will be completed	$6,461
	9% in the year in which 23 years service will be completed	$9,692
07/01/2023	3% in the year in which 8 years service will be completed	$3,250
	6% in the year in which 17 years service will be completed	$6,500
	9% in the year in which 23 years service will be completed	$9,750

Pay for Acting Rank

8.03 Each Firefighter who is required to act in the capacity of a higher rank shall be paid the rate for such acting rank.

8.04 Firefighters whose services are utilized in off-duty hours for Platoon Chief and Captains' meetings or for Fire Prevention work, as authorized by the Fire Chief, shall have the option of either pay, at one and one half (1 ½) times their regular rate of pay, or time-off duty, at the discretion of the Fire Chief, at one and one half (1 ½) times for each hour worked.

For the purposes of this Article, time-off duty at the discretion of the Fire Chief will be only for firefighters regularly scheduled to work days.

8.05 Those employees, regularly scheduled to work days, who are required to work overtime may elect to receive payment for overtime worked or time off in lieu of payment for overtime. Time off in lieu of overtime shall be at a time that is mutually agreeable to the employee and the Fire Chief. For the purposes of time off in lieu of overtime, those employees shall be allowed to bank up to a maximum of 84 hours. Overtime accumulated beyond the 84 hours shall be in the form of payment. All banked time must be used by December 31 of the current year.

January 1st of each year, the employee will be entitled to use forty-two (42) hours bank time prior to working and accumulating overtime. If the employee did not work and accumulate up to forty-two (42) hours of overtime as of December 31, bank time taken will be deducted from either Scheduled Lieu Time and/or Vacation entitlement.

Employees referred to in this Article (8.05) who are engaged to be on call outside of their regular scheduled hours of work shall:

(i) be on call on a rotating basis; and

(ii) if on call but not called in outside of regularly scheduled hours of work the duty investigator is paid at one (1) hour per day at straight time, to be taken in payment or time off in lieu of payment as provided in this Article.

Employees referred to in this Article (8.05) who are recalled to duty outside of regular hours shall receive one and one-half (1 ½) times their regular hourly rate for each hour worked, with a guaranteed minimum of two (2) hours, to be taken in payment or time off in lieu of payment, as provided in this Article. An employee on call, who has been called into work and then leaves the workplace, shall continue to receive the on call rate for the duration of their on call period.

8.06 When a Firefighter assumes the duties of an Alarm Operator he shall be paid at his regular rate of pay providing his rank is no higher than a First Class Firefighter.

If ranks holding a rank higher than a First Class Firefighter assume the duties of Alarm Operator due to being placed on light duties by a qualified medical practitioner, they shall be paid at their regular rate of pay.

8.07 For call backs, a Firefighter shall receive one and one half (1 1/2) times his regular hourly rate for each hour, with a guaranteed minimum of two (2) hours.

Effective December 31, 1996 one and one-half (1 1/2) times regular rate for each hour of overtime, including shifts worked due to illness, bereavement, and workers compensation and etc.

8.08 An Acting Chief or Acting Deputy Chief may be appointed from among the Senior Officers or Senior Acting Officers who are members of the Association, when the Chief or Deputy Chiefs are temporarily unavailable. Such appointment shall be made by the Fire Chief, Deputy Chief or Chief Administrative Officer. Acting pay shall be set at 8% above the Platoon Chief's normal rate of pay while so assigned.

The employee will have the opportunity to consult with the Association on the proposed acting assignment. There will be no more than (2) employees appointed on an acting basis from the Association.

An employee promoted on an acting basis shall continue to accumulate seniority. The time period of the appointment shall be up to six (6) months or as otherwise mutually agreed upon by both the Association and Corporation. The individual appointed to the position will be entitled to all provisions of the Collective Agreement.

8.09 Instructors, as designated by Fire Chief or designate, while delivering subject matter as scheduled by the Training Division shall be paid at a rate of 116% of a First Class Firefighter. Hours attributable shall be stipulated by the Training Division on the lesson plan or Daily Training Report (DTR) including one (1) hour per day, per discipline for course preparation.

8.10 Certified Self Contained Breathing Apparatus (SCBA) Technicians as designated by Fire Chief or designate shall be paid at a rate of 107% of a First Class Firefighter while actively performing their duties of an SCBA Technician. That is repairing, servicing or testing of SCBA or related equipment.

8.11 Hose Technicians, as designated by the Fire Chief or designate, shall be paid at a rate of 107% of a First Class Firefighter while actively performing the duties of a Hose Technician. That is repairing, servicing or testing hose, nozzles or related equipment.

ARTICLE 9 - SENIORITY AND PROMOTION

9.01 (a) "**Department Seniority**" shall mean the length of continuous service within the Niagara Falls Fire Department from the date of a firefighter's initial appointment to the department. Former Firefighters reentering the service after continuity of service has been broken by any reason (Her Majesty's Service during National emergency or layoff as defined in 9.04 of this Agreement excepted) shall be considered new employees and seniority shall start as of the date they reentered the service.

(b) "**Division Seniority**" shall mean the length of service, within a particular division of the Niagara Falls Fire Department, the said divisions being defined as the following: Suppression, Fire Prevention, Training, Communications.

(c) "**New Employee**" shall be classified as a Probationer until the probationary period is completed. On completion of their probationary period they shall be placed on the seniority list with seniority as of the date of commencement of employment. Where a number of new employees commence their employment on the same date, their order of seniority shall be determined by the Fire Chief and the Association in a seniority determination policy # 25.

9.02 (a) All job openings and vacancies shall be posted within the Department for at least thirty (30) days. All increment exams will be held annually until the rank of First Class is obtained. Promotions or advancements in rank to higher-rated positions and transfers to new position or vacancies shall be made on the following basis:

Suppression		**Communications**	
Probationary Firefighter	1 year	Probationary Communicator	1 year
Fourth Class Firefighter	1 year	Third Class Communicator	1 year
Third Class Firefighter	1 year	Second Class Communicator	1 year
Second Class Firefighter	1 year	First Class Communicator	
First Class Firefighter		Captain / Communication	
Captain / Suppression			
Platoon Chief			

Fire Prevention		**Training**	
Probationary Fire Prevention Officer	1 year	Probationary Captain / Training	1 year
Fire Prevention Officer		Captain / Training	
Captain / Fire Prevention		Chief Training Officer	
Chief Fire Prevention Officer			

(b) **CLASS EXAMINATIONS**:

In order to participate in the examination process a person must have a satisfactory performance evaluation and employment history. Every person to be considered for re-classification must obtain an overall average mark of 75%. The examination will consist of a written and practical exam. A failed examination may be retaken.

In accordance with the above paragraph, a supplemental examination shall be held no less than thirty (30) days and no more than sixty (60) days after notification of the results of the original examination. Those who fail to achieve a 75% overall average on their supplemental exam will be allowed to retake that classification exam after one (1) year. This paragraph shall not apply to a Probationer.

When seniority is equal, the candidates shall be placed on the eligibility list in order of their total average mark. Any supplemental examination mark shall not place a candidate ahead of another candidate while in the class to which the exam pertained.

Under normal circumstance an examination shall take place and must be successfully completed before the probationary period expires in order for the Probationer to advance to their next class. Under normal circumstances 4th, 3rd, 2nd and 1st class examinations will be given within six (6) weeks prior to the anniversary date of the Firefighters involved, unless otherwise agreed to between the Fire Chief or designate and the Association

Under normal circumstances, 4th, 3rd, 2nd and 1st class examinations will be given within six (6) weeks prior to the anniversary date of the Firefighters involved.

(c) **PROMOTION AND TRANSFERS**:

In order to participate in the examination process for promotion or transfer a person must have a satisfactory performance evaluation and employment history. Every person to be considered for promotion, advancement, or transfer to a vacancy, a new job or position must have obtained a total average mark of 75%. The examination will consist of a written, oral and practical exam. A failed examination may be retaken.

In accordance with the above paragraph, a supplement examination shall be held no less than thirty (30) days and no more than sixty (60) days after notification of the results of the original examination. Written notification of their intention to take a supplemental examination, where applicable, must be given to the Fire Chief within thirty (30) days of being advised in writing that they failed to qualify on their first attempt at the examinations.

Promotional classes will be conducted preceding the examinations above First Class, or transfers to other divisions or jobs. The dates and times of the classes shall be agreed upon by the Fire Chief and the Association. Examinations will be based upon material covered in the promotional classes and outlined in the focus of study.

The person selected for promotion, advancement or transfer to such position, rank or job shall be that person having the greatest division seniority, or where there is no person with division seniority, the person having the greatest department seniority of those members of the department so qualified.

When seniority is equal, the firefighters shall be placed on the eligibility list in order of their total average mark. Any supplemental exam mark shall not place a Firefighter ahead of another Firefighter with equal seniority.

In the event a Firefighter fails to apply for a promotional examination when eligible, they shall not displace anyone on the eligibility list if at a later date they qualify for advancement to the rank applied.

Under normal circumstances, all examinations shall be held no less than thirty and no more than sixty days after closing date for applications.

At least fourteen days prior to any examinations above the rank of First Class, or transfers to other divisions or jobs, an examination board consisting of three senior officers of the Department will be established and the details posted in all Fire Halls, or the individuals notified.

Under normal circumstances, all vacancies shall be filled within thirty days of official notification of examination results. The eligibility list shall be posted within thirty days of official notification of examination results.

A firefighter shall be required to re-qualify every three (3) years to maintain their eligibility for transfer to another Division within the Department.

Members of the Suppression, Training, Fire Prevention and Communication Division must be willing upon appointment, to attend and complete from time to time such courses as may be reasonably required to achieve competence in the position.

(d) Under normal circumstances previous firefighting experience is required and the pre-requisites of NFPA 1041 Fire Instructor 1 and NFPA 1035 Public Fire and Life Safety Educator 1 are required for entry positions in the Training Division.

(e) Under normal circumstances a minimum of First Class rank within any division of the Niagara Falls Fire Department along with pre-requisites of NFPA 1031 Fire Inspector 1 and NFPA 1035 Public Fire and Life Safety Educator 1 are required for entry positions in the Fire Prevention Division.

(f) Under normal circumstances all Firefighters with pre-requisite NFPA 1035 Public Fire & Life Safety Educator 1 are eligible to qualify for the position of Communicator in the Communications Division

(g) Firefighters who qualify and transfer to the positions of Probationary Fire Prevention Officer shall be paid at a rate of 104% of a first class firefighter rate. Firefighters who qualify and transfer to the positions of Probationary Captain of Training or Probationary Captain of Communications shall be paid at the rate of 116% of a first class firefighter rate.

(h) **SUPPRESSION**:

Promotional processes will be implemented as follows:

Eligibility to participate in the promotional process for Captain of Fire Suppression shall be in accordance with the following criteria:

Under normal circumstances a minimum of eight (8) years service with the Niagara Falls Fire Department shall be eligible to qualify for the rank of Captain, subject to operational needs.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

The Suppression Captain promotional process shall consist of the following courses:

Legislation 101
NFPA 1021 Fire Officer I
NFPA 1041 Fire Instructor I
NFPA 1021 Fire Officer II
Basic Fire Code – Div. B part 2 & 6

The course content is intended to follow the term of this collective agreement.

Promotion to Captain Fire Suppression will be made from the list of those qualified as Acting Captains as the need arises. The Acting Captain with the highest seniority will be promoted first and subsequent promotions in descending order.

Under normal circumstances, all Suppression Captains, with a minimum of three (3) years of service in the rank of Captain, shall be eligible to qualify for the rank of Platoon Chief, subject to operational needs.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

The Platoon Chief promotional process shall consist of the following courses:

NFPA 1021 Fire Officer II
Basic Fire Code – Div. B part 2 & 6
High Rise Course
IMS 100 & 200
CEMC site management

The course content is intended to follow the term of this collective agreement.

(i) **TRAINING**:

Promotional processes will be implemented as follows:

Eligibility to participate in the promotional process for Training Captain or Chief Training Officer shall be in accordance with the following criteria:

The Captain of Training promotional process shall consist of the following courses

NFPA 1021 Fire Officer I
NFPA 1521 Incident Safety Officer
NFPA 1041 Fire Instructor II
NFPA 1021 Fire Officer II

The course content is intended to follow the term of this collective agreement.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

Eligibility to participate in the promotional process for the position of Chief Training Officer shall be in accordance with the following criteria:

Under normal circumstances a minimum of two (2) years of service with the rank of Captain within the Division.

The Chief Training Officer promotional process shall consist of the following courses:

NFPA 1521 Train the Trainer – Incident Safety Officer
NFPA 1041 Fire Instructor III
IMS 100 & 200

The course content is intended to follow the term of this collective agreement.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

(j) **FIRE PREVENTION:**

Under normal circumstances a Probationary Fire Prevention Officer will be required to successfully complete the following within their first twelve (12) months:

Ministry of Municipal Affairs & Housing - Fire Protection Course
Ministry of Municipal Affairs & Housing - Legal Course

It is understood and agreed that "Enrollment" for the purposes of this clause must result in successful completion of the courses within twelve (12) months of promotion.

Under normal circumstances within the following twelve (12) months the Fire Prevention Officer will be required to successfully complete the following:

NFPA 1033 Fire Investigation

It is understood and agreed that "Enrollment" for the purposes of this clause must result in successful completion of the course within twelve (12) months of promotion.

Promotional processes will be implemented as follows:

The Fire Prevention Officer promotional process shall consist of the following courses:

Basic Fire Code – Div. B, Parts 2 & 6
Basic Fire Code – Courtroom procedures
Advanced Fire Code – Div. B, Parts 3 & 5

Advanced Fire Code – Div. B, Part 9 (retrofit)
NFPA 1031 Fire Inspector II
NFPA 1035 Public Educator II
Advanced Fire Code – Div. B, Parts (flammable & combustible liquids)

The course content is intended to follow the term of this collective agreement.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

Eligibility to participate in the promotional process for Fire Prevention Captain shall be in accordance with the following criteria:

Under normal circumstances a minimum of five (5) years service with the Niagara Falls Fire Service, with at least two (2) years being service within the Division.

The Fire Prevention Captain promotional process shall consist of the following **courses:**

NFPA 1041 Fire Instructor I

The course content is intended to follow the term of this collective agreement.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

Successful completion of the components pursuant to Bill 124 for the purposes of qualification for Fire Protection.

Successful completion of the NAFI (National Association of Fire Investigators) CFEI (Certified Fire and Explosion Investigator) designation.

Eligibility to participate in the promotional process for the position of Chief Fire Prevention Officer shall be in accordance with the following criteria:

Under normal circumstances a minimum of two (2) years of service with the rank of Captain within the Division.

The Chief Fire Prevention Officer promotional process shall consist of the following **courses:**

NFPA 1031 Fire Inspector III
NFPA Designation of CFPS (Certified Fire Protection Specialist)

The course content is intended to follow the term of this collective agreement.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

Supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association

(k) **COMMUNICATIONS**:

All Firefighters required to work in the Communications division shall be certified to NFPA 1061.

Promotional processes will be implemented as follows:
Eligibility to participate in the promotional process for Communication Captain shall be in accordance with the following criteria:

Under normal circumstances, a minimum of two (2) years in the rank of First Class Communicator to be eligible to qualify for the position of Communications Captain, subject to operational needs.

The Communications Captain promotional process shall consist of the following courses:

Legislation 101
NFPA 1041 Fire Instructor I

The course content is intended to follow the term of this collective agreement.

It is understood and agreed that "enrollment" for the purposes of this clause must result in successful completion of the courses within 5 years from the date of promotion.

Successful completion of the NENA (National Emergency Number Association) Centre Manager Certification Program and/or supplementary courses as may be determined by the Fire Chief, acting reasonably, upon consultation with the Association.

For all relevant courses listed in Article 9.02 (h), (i), (j), (k), should an employee not be able to meet any of the requirements for promotion due to circumstances outside of their control, it is understood that they shall not be passed over for a promotion and shall be given priority to enroll in the relevant courses.

9.03 When acting rank is required in the Suppression Division, Training Division, Fire Prevention Division and Communications Division the acting rank position shall be filled by order of seniority of those qualified by Platoon or Division, and where seniority is equal, in order of the total average mark for the examinations as described in Article 9.02.

The following confirms the arrangement with respect to Acting Rank in Suppression, Fire Prevention and Training and Communications:

Vacancies created in Suppression due to annual vacation and lieu days will be covered by elevating the senior eligible members within each platoon.

Vacancies created in Fire Prevention, Training and Communications due to annual vacation, lieu days and accumulated time will be covered by elevating the senior eligible on duty members within each division.

When, because of illness or injury, there is a requirement for an Acting Platoon Chief in excess of twenty-eight (28) days, the Acting Platoon Chief will be the senior qualified person on the eligibility list.

9.04 In the event of a reduction in the work force, layoff shall commence with the Firefighter with the least amount of seniority with the Fire Department. Any firefighter may exercise their departmental seniority to displace any other firefighter having less departmental seniority providing they have previously qualified to perform the duties of the position they seek to claim. If they have not previously qualified for any other position and are unable to exercise their departmental seniority in the aforesaid manner, they will be given an opportunity to demonstrate that they can qualify for any other position in the department which may be held by a firefighter with less departmental seniority.

In the event of a recall, the callback will be in the reverse order to the layoff, providing ability is sufficient. In the event of recall, firefighters shall be recalled in the order of the departmental seniority provided they have previously qualified or can demonstrate they can qualify to perform the duties of the vacant position. A firefighter on layoff shall forfeit their right to recall only in the event they refuse work for which they are qualified. A firefighter shall be deemed to resign if they fail to acknowledge their availability to report to work within five (5) days after notice of recall is issued and if they fail to report within ten (10) days after notice of recall is issued. No new employees shall be hired until all laid off firefighters have been given the opportunity for recall.

Seniority for Firefighters who are laid off shall be maintained for a period not to exceed 2 years from the date of said layoff.

9.05 A Firefighter transferring from one division to another shall be considered a member of that division after serving a period of two (2) years in the said division. The Firefighter may return to their former division after serving two (2) years in the said division, only under the following condition:

(a) Because of medical reasons as determined by a medical practitioner after which they would be in consultation between the Fire Chief and the Association.

(b) Upon request of the individual, where an opening exists.

(c) Failure to Qualify after one year in the Division.

In the event of (c) there shall be no loss of divisional seniority in the division from which the Firefighter came.

In the event of (a) or (b) the Firefighter's division seniority shall be the division seniority the Firefighter had at the time of the transfer out.

9.06 In the event of the reduction of staff as a result of governmental action in eliminating any division or in transferring any function from the jurisdiction of the department, departmental seniority shall apply, provided the firefighter seeking to exercise their departmental seniority is qualified to perform the duties of the position to which he would be entitled.

For the purposes of Article 9.06:

"Qualified" shall mean a firefighter who has previously qualified for the position (which he seeks to claim through the exercise of their departmental seniority) or a firefighter otherwise capable of discharging the functions of the position and who can achieve a passing grade in the departmental evaluation and qualification examination.

9.07 Divisional and Department Seniority lists shall be prepared for each of the divisions of the department. (At least on a yearly basis).

9.08 No position in the department excluding the suppression division, which has become vacant by reason of death, retirement, resignation or dismissal of a firefighter, and which has not been abolished, shall be left unfilled for a period in excess of 3 months.

Where management has determined that a vacancy or vacancies exist, that vacancy or those vacancies in the suppression division shall be filled within a period of 1 year.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 The President and any member of the executive, or committee members of the Niagara Falls Professional Firefighters Association shall be granted such leave of absence, without pay, as may be necessary for the proper performance of their offices or appointments insofar as the regular operations of the service of the Fire Department will permit.

All leaves of absence referred to in the above paragraphs are subject to approval by the Fire Chief or representative.

10.02 The Association's Negotiating Committee members shall be entitled to time off without loss of pay for the purpose of negotiating renewal collective agreement with the Corporation to a maximum of 10 shifts per member.

Upon the application of the Association, the Chief Administrative Officer or his representative may grant any Firefighter such other leave of absence, without pay, or loss of seniority, as he may see fit.

10.03 A Firefighter will be granted up to four (4) working days leave of absence if necessary, with pay, in the event of a death of a member of the family; the family being defined as: spouse, child, father, father-in-law, mother, mother-in-law, sister, brother, grandfather, grandmother, grandson and grand-daughter.

A Firefighter will be granted a one (1) day leave of absence to attend the funeral of a sister-in-law or brother-in-law.

The Fire Chief may grant up to a four (4) working day leave of absence if necessary, with pay, in the event of a death of any person to whom such Firefighter might owe bereavement responsibility as defined by the Fire Chief or his representative. Applications shall be made to his immediate superior. This leave of absence shall not extend beyond the day of the funeral, except when the funeral is held in excess of four hundred (400) kilometers from Niagara Falls, when travelling time shall be allowed at the discretion of the Chief.

A Firefighter shall not be entitled to the benefits of this Article when he does not attend the funeral of the relative, or fails upon request to furnish reasonable proof of death.

On application in writing to his immediate superior, where possible at least twenty-four (24) hours in advance, the Fire Chief may approve leave of absence not to exceed six (6) hours with pay, for a Firefighter to attend a funeral as a pall bearer.

10.04 (a) A Firefighter will be granted pregnancy or parental leave in accordance with the provisions 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 (1) week waiting period, and extend for 15 weeks in the case of pregnancy leave and eleven (11) weeks in the case of parental leave.

10.05 One (1) day's leave of absence will be granted upon request to a Firefighter participating in the birth of their child, on the understanding that this leave will be granted on only one occasion for each pregnancy. The time will be repaid by the Firefighter upon the request of the Department.

ARTICLE 11 - UNIFORMS AND EQUIPMENT

11.01 The Point System

(A) The distribution of uniform clothing will be based on a point system, whereby Employees will be allocated a specific number of points each year and may redeem these points to acquire uniform items that the Employees determine that they require.

(B) The issue for uniform clothing for each new Employee shall be as listed in 11.01 (C). The term "year" as used in this article refers to calendar year unless otherwise specified.

(C) New employees will receive the full uniform issue in the year in which they are hired. Employees' will receive full point allotment after one (1) year of employment and every subsequent year of employment. New employees' may request to purchase additional items and have items purchased deducted from the points allotted in their next order year.

All new firefighters shall be issued:

* one (1) full dress uniform (1 tunic and 1 pair of pants)
* one (1) uniform hat
* three (3) pairs of fatigue pants
* five (5) navy fatigue shirts (Choice of long and short sleeve)
* five (5) t shirts
* two (2) white dress shirts (1 long sleeve and 1 short sleeve)
* one (1) pair of safety footwear
* one (1) belt
* one (1) three season jacket
* one (1) tie
* one (1) job shirt
* five (5) pairs of black socks
* one (1) ball cap
* one (1) toque
* one (1) gear bag
* one (1) trench coat
* one (1) pair white gloves
* one (1) pair dress shoes

Should a new firefighter have been issued a full dress uniform including hat and tie along with a three season jacket by the City of Niagara Falls in the last two years, these items shall be excluded for that new firefighter

(D) Canadian Standards Association approved safety footwear, or NFPA 1951 rated footwear with steel toe shall be worn by all Firefighters in accordance with the "Occupational Health and Safety Act and Regulations".

The Corporation shall reimburse firefighters up to a maximum of $175.00 (including taxes) annually towards the purchase cost of CSA or NFPA 1951 approved safety footwear purchased by a Firefighter in accordance with departmental policy, on the condition that they are actively at work and not on long-term disability, extended leave of absence or scheduled to retire/resign.

11.02 Point Value of Items

The following reflects the value of each item within the point distribution system.

Item	Points*	Max. Order
Ball hat	1.5	2
Dress uniform dress pants	7.5	2
Dress uniform full (tunic & pants)	37.5	1
Dress uniform tunic	30	1
Fatigue pants (mens/ladies)	6.5	3
Fatigue shirts (long/short sleeved)	3.5	5
Fatigue pants premium	8	3
Fatigue shirts premium	5	5
Job shirt	8	1
Military sweater	5.5	1
T-shirt (navy/white)	1.5	5
Reefer coat (parka)	13.5	1
Three-season jacket	21	1
Uniform belt leather standard	2	1
Uniform belt leather upgrade	3.5	1
Uniform hat	7	1
Uniform hat officer	8	1
Dress shirt white (long/short sleeved)	3.5	2
Uniform tie black	1	2
Socks (black/dark blue)	1	4
Gear bag	7	1
Gym bag	7	1
Gym shorts	3	2
Toque	1	2
Dri-fit golf shirt (navy/white)	6	4
Trench coat	35	1
Dress shoes	12	1
White Gloves	1.5	1
Pips	2.5	1
Collar Dogs	1	4
Buttons	.5	6
Hat Strap	2	1
Breast Badge	8	1
Hat Badge	8	1
Name Tag	2.5	2

All uniform items on the points list maybe worn year round in accordance with the department's Uniforms & Appearance Policy #5.

** Uniform fatigue shorts can be worn until the end of 2021 in accordance with the department's Uniforms & Appearance Policy #5.

11.03 Point Allotments

(E) Entitlement: Each employee shall receive a full allotment of 38 points per year after one year of employment.

(F) Unused points: May be carried over from year to year provided that the number of points carried forward, plus the employee's annual allotment, does not exceed a total of 43 points. Any points in excess of 43 shall be forfeited.

(G) Account balance: Account balance will be made available to each employee by the Employer.

11.04 (a) Employees are responsible to ensure that their uniforms properly fit and are in a state of good repair and appearance. Lost gear and uniforms is the responsibility of the employee to whom it is issued. Where clothing has been seriously damaged while carrying out duties, at the reasonable discretion of the Chief, such clothing may be replaced without allotment points being deducted.

(b) (i) Newly eligible acting officers' shall receive epaulets (2 pair) without any charge against their point banks. It is understood that this provision will apply only once within the year of the eligibility.

(ii) Newly promoted officers will have badges, rank insignia, epaulets (2 pair), name tags, bugles, uniform braid and hat strap issued without any charge against the employees' point banks. It is understood that this provision will apply only once within the year of the promotion.

(iii) Newly promoted Divisional Chiefs or Platoon Chiefs will have white shirts (5) and a uniform hat (officer) issued without any charge against their point banks. It is understood that this provision will apply only once within the year of the promotion.

(c) Any employee in the year of their retirement will have their allotted point's prorated, and will not be expected to return to the Corporation any of the clothing outlined in this agreement.

(d) Dress Code Standards: The Employer reserves the right to establish and maintain reasonable dress code standards and may conduct periodic inspections of clothing to determine proper condition, fit, neatness and cleanliness. If as a result of such inspection an employee is ordered to replace one or more items, these replacement items will be charged against the employee's point bank. If the employee does not have sufficient points available, any excess points required for this purpose will be deducted from the employee's next year allotment.

11.05 All Fire Suppression, Fire Prevention, Training and Communications will be eligible to have their uniform cleaned up to three (3) uniform cleanings per annum (6 units) at the expense of the Corporation, by a contractor of management's choice.

ARTICLE 12 PENSION

12.01 Each Firefighter must join and be entitled to the benefits and privileges of any Employee's Pension Plan which has been or may hereafter be set up by the Corporation. Firefighters must belong to the Plan provided for members of the Fire Department

12.02 The Corporation shall provide the O.M.E.R.S. Type 1 Supplementary Pension Benefit (2%) to provide for true past service back to the date of employment, as prescribed under the terms and conditions of the O.M.E.R.S. Act and Regulations. The normal retirement age for all Firefighters is age 60 as provided for in the O.M.E.R.S. pension plan.

12.03 The Corporation shall provide the OMERS Optional Previous Public Sector Service Benefit with the understanding that all costs and liabilities are the complete responsibility of the employee. Further all payments by the employee for this benefit are subject to the conditions of the Ontario Municipal Employees Retirement System.

12.04 The Parties recognize that as a result of the health and safety risks to Firefighters and to the Community, any employee of the Fire Department who may be called upon at any time to engage in Firefighter suppression activities shall be required to retire at age sixty (60).

ARTICLE 13 - HOSPITAL & MEDICAL PAYMENT & GROUP INSURANCE

13.01 The Corporation shall make available the following services:

(a) **Life And Accidental Death & Dismemberment Insurance**

Life Insurance coverage equal to: two (2) times salary to the nearest $1,000. Accidental Death and Dismemberment coverage equal to: two (2) times salary to the nearest $1,000.

A $7,500 paid up life insurance policy for all retired Firefighters.

(b) **Ontario Health Insurance Plan**

(c) **Sun Life Semi-Private Coverage**

(d) **Sun Life Group Medical Health Plan - $10 - $20 Deductible**

The current $450, Effective January 1, 2021 maximum of $500.00 no deductible, per person every two (2) years for Vision Care. Eye examinations once per two (2) years included in vision care maximum no limit per visit.

A dispensing fee cap of $9.00 per prescription. Pay Direct Drug Card program including positive enrolment and coordination of benefits.

Mandatory generic drug substitution (unless otherwise indicated by the attending physician that a generic substitute is not allowed.)

(e) **A Dental Plan**

Orthodontic coverage shall be provided on the basis of a 50/50 shared plan with a $2,500 lifetime maximum for employee, spouse and dependent children.

Current Ontario Dental Association (ODA) Fee Guide for General Practitioners less one year. Specific examinations limited to once during any 9 month period except for dependents covered under this plan under the age of 18 years may continue to visit every 6 months.

Rider providing coverage for crowns and bridges (excluding dentures) at 50% co-insurance with an annual maximum of $2,000 per person.

(f) **Extended Health - Extra Care Paramedical**

Services of practitioners licensed as physiotherapists, osteopaths, chiropractors, speech therapists, chiropodists, naturopaths, podiatrists, masseurs or Christian Science Practitioners, the maximum of $550.00 per discipline, for each person. Effective January 1, 2020 maximum of $600.00 per discipline, for each person. Effective January 1, 2021 maximum of $650.00 per discipline, for each person. Effective January 1, 2022 maximum of $700.00 per discipline, for each person. Effective January 1, 2023 maximum of $750.00 per discipline, for each person.

$500 per person per year for hearing aids.

Clinical Psychologist, Social Worker, Psychotherapist and Family Therapist – covers all services provided by these health care providers (registered and duly licensed) to a combined maximum of $1200 per year (Jan 1, 2023 increase from $1200 to $2000), per employee and family member.

(g) **Widow Benefits**

Benefit coverages up to one (1) year from the date of death or age 65 (whichever comes first). In the event that a Firefighter dies in the line of duty, his/her widow(er) will receive benefits until the Firefighter would have reached age 65 or the widow(er) remarries, whichever occurs first.

13.02 All services in Section 13.01 shall apply to all Firefighters during their employment, subject to the conditions of the Plans in respect to waiting periods. The entire costs of 13.01 shall be paid by the Corporation.

13.03 In consideration of the improvements in benefits contained in Articles 13.01 13.01(a) & 13.01(d) and13.02, the Association agrees that the Corporation shall retain the 5/12 employee share of the E.I premium reduction.

13.04 The services in 13.01(b), 13.01(c), 13.01(d), 13.01(e), 13.01(f) and 13.01(g) shall be provided to retired employees up to age 65; with the cost, as so stated in 13.01, paid for by the Corporation.

Firefighters who retired using the 85 factor or the 30 years and out plan provided by O.M.E.R.S. are considered the same as those who retire at normal retirement age.

Firefighters retiring under early retirement options offered by OMERS shall be entitled to all retirement benefits provided to Firefighters retiring at normal retirement age of 60 years of age provided they do not get the benefits elsewhere.

All benefits in 13.01 are to be provided to Firefighters who are on a Long Term Disability Benefit in the same manner as a retired employee, provided that they pay the total premium, quarterly in advance, as long as the benefits are available.

Life and Accidental Death and Dismemberment Insurance shall remain at two (2) times salary, at date of commencement of L.T.D. benefits, to the nearest $1,000 until normal retirement age is attained, provided that the employee is granted a waiver of premium by the insurance carrier.

13.05 When a Firefighter, actively employed by the Corporation, goes on Long Term Disability benefit, the Corporation shall:

a) fill the position created, promote if necessary
b) hire a person to fill the vacancy created, if necessary

When a Firefighter, who is on Long Term Disability benefit, becomes fit to return to active employment, he shall:

a) provide proof to the Corporation that he is fit to return to active employment
b) return to his former rank

In the event an employee returns to work, after being on Long Term Disability benefit

a) the employee, or employees, promoted because of this absence, shall revert to their former rank
b) the last person hired may have to be laid off.

13.06 The Association recognizes that the Corporation will, from time to time, change "Carriers" for the services in Sections 13.01 (c), (d), (e), (f) and (g). The Corporation agrees, that such changes will not reflect a reduced level of benefit to members of the Association or to retired employees. The Corporation further recognizes that such changes are subject to the agreement of the duly authorized representatives of the Association as referred to in ARTICLE 3, Section 3.02.

ARTICLE 14 - ACCIDENT AND SICKNESS

14.01 A Firefighter shall be entitled to eighteen (18) days sick leave per year.

14.02 During the first six (6) months of a Firefighter's probationary period he shall be entitled to one and one-half (1 1/2) days sick leave for each complete calendar month that he works. Upon completion of the first six (6) months of his probationary period, he shall have credited to his sick leave account one and one-half days (1 1/2) days for each remaining complete calendar month in that year.

14.03 Unused sick leave, may be accumulated to a maximum of eighteen (18) days per year. It is further understood that there shall be no limit to the total number of days a Firefighter may accumulate over the years.

14.04 A Firefighter may utilize sick leave allowance for absence from employment:

(a) caused by personal illness or physical incapacity caused by factors over which the Firefighter has no reasonable or immediate control, provided a Firefighter in receipt of an award under the Workers' Compensation Act shall be excluded from utilizing sick leave allowance, other than as provided for under Section 14.07.

(b) caused by exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of other employees by his attendance on duty.

(c) each full shift lost by a Firefighter shall be considered as one (1) day. If twenty-four (24) hour shifts are worked then twenty-four (24) hours should be considered two (2) days.

Notwithstanding the provisions of this Article, sick leave benefits will not be paid to an employee who is absent due to an injury suffered while gainfully employed by any business enterprise which is liable for payments to the Worker's Compensation Board.

14.05 Payments from cumulative sick leave credits shall be subject to the following conditions:

(a) Unless other arrangements have been made a Firefighter shall, on each day of illness report, or cause to report such illness to the Fire Chief or his representative. He may be required to produce a signed certificate or certificates from a qualified medical practitioner for any such absence stating he is or has been under his care and is not fit to return to duty.

(b) Where a Firefighter is returning to work after sick leave for three (3) consecutive shifts or longer, the Firefighter shall produce a certificate from a qualified medical practitioner certifying that the Firefighter has been under his care and is now fit to return to duty.

(c) In the event a Firefighter fails to report or fails to file a doctor's certificate as outlined above, he shall not be entitled to any sick leave benefits as provided herein,

unless in the opinion of the Fire Chief there was reasonable justification for the Firefighter's failure to file the said certificate.

(d) A Firefighter who is absent due to illness or who is returning to duty after an illness shall give notice to the Chief or his representative as soon as practicable. Under normal circumstances a Firefighter shall give at least ninety (90) minutes notice in each case if he/she is working a day shift and at least three (3) hours' notice if on a night shift.

(e) On normal retirement a Firefighter shall be allowed pay for one-half (½) of any balance of sick pay credits so accumulated, provided, however, that no such payment shall represent more than one hundred and thirty (130) days.

(f) A Firefighter who is actively employed by the Municipality and who has had seven (7) years or more service, shall be granted upon termination of employment, one-half (½) of the balance of his sick pay credits up to a maximum of one hundred and thirty (130) days.

(g) In the case of death of a Firefighter who has been actively employed by the Municipality for seven (7) years or more, one-half (½) of the balance of his sick pay credits shall be paid to his beneficiary, up to a maximum of one hundred and thirty (130) days.

(h) All retirement and death benefits will be paid on the basis of the current work week of the current wage scale.

(i) The corporation will pay the cost of physician' notes/forms when requested or required under the collective agreement, upon the submission of the original note and receipt, up to a maximum of $40.00 per note/form.

(j) Effective Jan 1, 2020, the mandatory medical exam required by Ontario's Ministry of Transportation for a DZ license renewal shall be reimbursed up to a maximum of $100 by the corporation upon presentation of an original invoice/receipt.

14.06 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.

14.07 Where a Firefighter is absent by reason of personal injury by accident arising out of and in the course of employment with the Corporation but on account of limited absence or other cause, receives no award from the Workers' Compensation Board, such Firefighter shall be eligible to receive such pay at full wages, in accordance with Article 14.04 based upon his normal working hours at his regular rate of pay, for any time lost by reason of such injury.

14.08 When the Corporation has reason to believe that an employee is not physically fit for work, the Corporation may request such employee to be examined by a physician to be selected by the Corporation. The Corporation shall provide the Association and the individual with reasons why the examination is requested. The examination and/or further diagnostic procedures requested by the doctor shall be paid for by the Corporation.

14.09 **Modified Work Program Non-WSIB**

Purpose

The purpose of the "modified work program" is to facilitate as promptly as possible the firefighter's rehabilitation and integration back into the workplace and eventually the return to their original position, if possible. The program recognizes that, even where there are temporary or permanent restrictions as the result of a non-occupational injury/illness, an injured firefighter can still be productive. The "modified work program" is an important and integral element of the Fire Service Program to provide a safe and healthy work environment.

"Modified Work" is any job, task, function or combination thereof that a firefighter who temporarily or permanently suffers from a diminished capacity as the result of a non-occupational injury/illness may perform safely without risk of re-injury or exacerbation of disability or risk to others. The work must be productive and the results of the work must have value. As per the Ontario Human Rights Code, the Corporation shall make every attempt to accommodate the injured worker.

The procedure for assessment of the capacity of a firefighter to perform the duties of available modified work must be made in such a way as to protect the confidentiality of the firefighter's medical information.

The information provided to the Corporation shall be documented by the firefighter's Treating Healthcare Professional on the Corporations Functional Abilities Form Non-WSIB. The information shall be limited to:

a) The firefighter can return to work immediately without restrictions/limitations, or

b) Firefighter may not return to any duties at this time due to illness/injury, or

c) Firefighter may return to work within the capabilities/limitations outlined on the form.

The "modified work program" will permit a firefighter a reasonable period of convalescence as identified by the attending Treating Healthcare Professional on the Functional Abilities Form Non-WSIB.

In some instances, minor injury/illness may not result in a time loss occurrence. In such cases, modified duties may be available immediately, upon agreement by the Fire Chief or designate, the firefighter and the Association.

Subject to the terms of this paragraph, modified work must not result in a layoff, nor in the displacement of any other firefighter, including a firefighter already performing modified work. If there are more firefighters at any time requiring modified work than there is modified work available, the available duties must be assigned to the firefighter capable of performing them in order of seniority. In the event that the firefighter cannot be accommodated they shall be entitled to all of their rights under the collective agreement, including sick leave allowance.

Procedure

1) The firefighter shall report his/her injury or illness to the Chief or his designate as per the Collective Agreement.

2) As soon as is reasonably practicable, a firefighter who is ill or injured shall contact the Fire Chief or one of the Deputy Chiefs to report the illness or injury and in order to provide information to determine the period of convalescence required before the firefighter is able to return to full duties or modified work.

3) The period of convalescence and modified work duties, if applicable, shall be determined through effective consultation with the Treating Healthcare Professional, the Association and the firefighter.

4) (a) The Corporation shall provide the firefighter with a copy of the Functional Abilities Form Non-WSIB. The form also provides an explanation to the Treating Healthcare Professional of the Corporations' commitment to modified work. The firefighter shall return the original Functional Abilities Form Non-WSIB to the Fire Chief or one of the Deputy Chiefs as soon as reasonably practicable.

(b) It shall be the responsibility of the firefighter to provide four week updates to the Corporation through the completion of the internal Functional Abilities Form Non-WSIB.

5) The first attempt to accommodate the firefighter shall take place on shift depending on the nature and length of the accommodation not to exceed 28 days. For longer durations accommodation shall take place within all divisions of Fire Services, failing which the parties will consider placement in any other position in the City, subject to the participation of any affected bargaining agent.

6) A firefighter may request through the Association that his or her modified work duties be reviewed. Objective medical information shall be provided by the firefighter's Treating Healthcare Professional indicating that the firefighter is unable to perform the modified work assignment or that they are capable of increasing their modified work duties.

7) Management may seek oral confirmation from the attending Treating Healthcare Professional if the written verification is not received within seven (7) calendar days of the review by the attending Treating Healthcare Professional. The Fire Chief or one of the Deputy Chiefs and the Association will monitor the modified work assignment on a regular basis to ensure that it remains within the firefighters medically determined restrictions.

8) If the firefighter on modified work encounters difficulties in performing assigned duties this shall be reported to the Chief or his representative immediately. The Chief (or another member of Management) will review the difficulties and, if necessary, after appropriate consultation including the Association, and the firefighter's Treating Healthcare Professional, will adjust the modified work assignment to address the difficulties, or return the firefighter to sick leave.

9) Where Management requires any clarification of the information concerning the firefighter's physical restrictions received from the firefighter's attending Treating Healthcare Professional in order to identify a suitable modified work assignment, Management will, in the first instance, request the clarification in writing through the firefighter. The Association will be advised of this request. The firefighter will be responsible for obtaining the information as soon as possible from the Treating Healthcare Professional.

10) (a) Where Management still requires further information or clarification in order to identify a suitable modified work assignment, it will have its consulting Treating Healthcare Professional contact the Treating Healthcare Professional, and will inform the firefighter and the Association prior to so doing.

(b) If the Corporation is not satisfied with the objective medical information provided by the firefighter, Management reserves the right to obtain a third party independent medical evaluation of the firefighter from a Physician found on the WSIB list with the cost being assumed by the Corporation.

11) All firefighters participating in the modified work program shall release their attending Treating Healthcare Professionals to consult with Management's consulting Physician for the purposes only of obtaining necessary information for purposes of this section of the collective agreement.

12) Vacations for those on modified work shall be assigned and taken as though they were working at their regular duties. If a firefighter is unable to take his vacation as scheduled, such vacation may be re-scheduled in the current year or the following year, at a time decided upon by the Fire Chief, provided the Firefighter has returned to duty.

13) The cost of the attending Treating Healthcare Professional for services which are required by the program, which would otherwise be billed to the firefighter, shall be assumed by the Corporation.

14) Any dispute with respect to the application of the provisions of Article 14.09 may be submitted by either party to expedited arbitration. The parties will cooperate to have the matter heard on the first available date.

15) Firefighters on modified work will make every reasonable attempt to schedule therapy, treatments or medical appointments during off duty hours. In the event that appointments conflicts with hours of work, firefighters will receive one (1) hour time off to attend such appointments and there will be no interruption of earnings or benefits. Time required following that hour shall be deducted from the sick time bank.

16) The Modified Work Program Committee shall consist of the following members:

Two (2) Management Representatives
Two (2) Association Representatives and the injured firefighter

Modified Work – WSIB

All workplace injuries/illness that result in the requirement of a modified work assignments shall be in accordance with the Workplace Safety and Insurance Act and the WSIB Policies and Procedures.

ARTICLE 15 - STATUTORY AND DECLARED HOLIDAYS

15.01 Each Firefighter and Probationer shall be entitled to one shift off with pay for each of the following Statutory or Declared Holidays. A 24 hour shift to be considered as two shifts. Lieu days to be scheduled at the discretion of the Fire Chief.

New Year's Day	Victoria Day	Remembrance Day
Family Day	Dominion Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any other day proclaimed as a holiday by the Federal or Provincial Governments, or the Mayor of the City of Niagara Falls.

To be entitled to these lieu days, a Firefighter or Probationer must be in the employ of the Corporation on the actual day the holiday occurs although it is recognized that lieu days may be scheduled in advance in anticipation of actual employment. Should a Firefighter's employment be terminated for any reason, lieu days which have been granted will be reclaimed from his final pay.

Each Firefighter and Probationer who works on the Statutory or Declared Holiday between 08:00 to 18:00 hours, shall receive in addition to the pay provided in Article15.01, time and one half his/her regular rate of pay for hours worked on the holiday.

ARTICLE 16 - VACATIONS

16.01 The vacation period will run from the first Sunday in the New Year to the Saturday before the first Sunday in the New Year. Vacations will be completed within this period.

16.02 All Firefighters with less than one (1) year will receive 4% vacation pay as a percentage of earnings in the first calendar year of hire.

All Firefighters in their second calendar year and less than five (5) years of service will receive a vacation of two (2) weeks in each year with pay.

16.03 All Firefighters with five (5) or more years of service and less than ten (10) years of service will receive a vacation of three (3) weeks each year with pay.

16.04 All Firefighters with ten (10) or more years of service and less than eighteen (18) years of service will receive a vacation of four (4) weeks in each year with pay.

16.05 All Firefighters with eighteen (18) or more years of service and less than twenty-five (25) years of service will receive a vacation of five (5) weeks in each year with pay.

16.06 All Firefighters with twenty-five (25) or more years of service will receive a vacation of six (6) weeks in each year with pay.

16.07 For the purposes of the application of 16.02 through 16.06 years of service shall include years of full-time service with the Corporation of the City of Niagara Falls.

16.08 A Firefighter leaving the service of the Corporation for any reason after the anniversary of the date on which the Firefighter commenced working shall be entitled to his two (2) weeks vacation for the previous year, if he has not received the same. In addition, he shall be entitled to receive the percentage of vacation due for that portion of the year worked after the anniversary of the original date of his employment.

Firefighters who retire or resign will receive holidays of the current calendar year on a proportionate basis for time worked.

All vacation entitlements stated in clauses 16.02, 16.03, 16.04, 16.05, 16.06 and 16.07 are subject to pro-rating to take into consideration time off work due to an employee's self-initiated leave of absence (not to include a leave for Association business) in excess of ten (10) working days per calendar month.

16.09 For vacation purposes, each Firefighter will be placed in one of three groups on each platoon, with each group getting a first choice of vacations every third year. Groups will rotate from year to year.

Choice of vacations must be completed by December 31st of the previous year.

16.10 If as a result of serious illness or injury, a Firefighter is unable to take their vacation as scheduled, such vacation may be re-scheduled in the current year or the following year, at a time decided upon by the Fire Chief, provided the Firefighter has returned to duty.

An employee may be required to supply a signed document from their personal physician stating that the employee was under their care and was unable to enjoy their vacation as scheduled.

ARTICLE 17 - JURY DUTY

17.01 A Firefighter who is called upon to serve as a juror or as a witness in legal proceedings, shall be granted leave of absence for such purpose and shall be granted full salary or wages for the period of such service provided they shall make application to 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, but not including travelling expenses.

17.02 A Firefighter who is not scheduled to work on any day that they serves shall not be required to deposit any compensation received for that day.

The Corporation agrees to provide pay for Firefighters who, as a result of the performance of their duties, are called upon to act as witnesses, during their off-duty hours. The rate of pay to one and one-half (1 l/2) times their regular hourly rate of pay, with guaranteed minimum of two (2) hours.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 The Association shall appoint a Grievance Committee of three members and shall file notice annually with the Corporation of the names of the Firefighters serving on the Grievance Committee. The Corporation shall also be notified of changes in the personnel of the said Grievance Committee which may take place from time to time. No Firefighter or group of Firefighters shall be permitted to lodge a Grievance with Council, or any member of Council, except as expressly provided for herein.

18.02 It is the mutual desire of the parties that complaints of Firefighters shall be adjusted as promptly as possible. In the first instance, the Firefighter shall submit, in writing, any complaints to the Officer in charge of his shift within seventy two (72) hours of the event upon which the complaint is based, (except that if he is on vacation or lieu days when the event occurs, he shall be allowed seventy–two (72) hours from when he returns to duty to place the complaint). The Officer in charge of the shift shall give his answer, in writing, together with the principal reason therefore within seventy-two (72) hours of receipt of complaint.

Stage 1

If not settled, the Firefighter may refer the matter to the Grievance Committee who shall give due consideration to the alleged grievance and, after having satisfied themselves that there is just cause for the grievance, they shall within seventy two (72) hours of the reply, outline the alleged facts in writing to the Fire Chief the details of the grievance. The Fire Chief shall meet with the Grievance Committee within seventy-two (72) hours of the receipt of the written grievance and shall give his decision in writing, together with the principal reasons therefore within seventy-two (72) hours of the meeting.

Stage 2

If not then settled, the grievance shall, within five (5) days be submitted in writing to the Chief Administrative Officer who shall meet with the Grievance Committee and the Firefighter within ten (10) days of receipt of the written grievance. The decision of the Chief Administrative Officer shall be given within ten (10) days after the meeting, in writing, together with the principal reasons therefore.

Stage 3

If not then settled, the grievance shall, within twenty (20) days be referred to Arbitration by written notice given in accordance with Section 53, subsection 1 of the Fire Protection and Prevention Act.

18.03 In case a group of Firefighters have an alleged grievance, it shall be taken up by the Grievance Committee starting at Stage 2.

18.04 Any difference arising directly between the Association and the Corporation concerning the interpretation or violation of the terms and provisions of this Agreement, may be submitted to either party by the other at Stage 2.

18.05 In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory and declared Holidays shall be excluded.

18.06 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the Firefighters concerned and any necessary witnesses, and all reasonable arrangements shall be made

to permit the conferring parties to have access to the Department, to view disputed operations, and to confer with the necessary witnesses.

18.07 The time limits fixed in both the Grievance and Arbitration procedure may be extended, in writing, by mutual consent of the parties to this Agreement.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.01 No member of the Association shall be disciplined or discharged without just cause.

19.02 If a Firefighter be discharged and if he believes he has been unjustifiably discharged, he may have his Grievance taken up under the Grievance Procedure, starting at Stage 2, if presented in writing within seven (7) days after the date of his leaving the employ of the Corporation and not otherwise. If it should be settled finally in his favour, he shall be reinstated without loss of pay or seniority or any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration.

19.03 (a) Where a member of the Association has not been subject to discipline for two (2) years, any disciplinary notations recorded in the employee's personnel file shall be null and void insofar as it pertains to the record of such Employee. Upon request of the Employee, after such two (2) year period, the disciplinary notation shall be given to the Employee.

(b) At the option of the employee, a request to view his/her personnel file, and have entered in the file any objection related to the file contents. This said request shall be made through the Secretary of the Association. The Employee shall have the right to be accompanied by the President, Secretary or in their absence another Association Representative. When the Association's Secretary receives the request, it shall be forwarded in writing to a Human Resources Representative and the Fire Chief or Deputy Chief, who shall arrange for the employee, to view his/her file at a time mutually agreed to by both the Association and the Corporation. No more than two (2) requests will be granted per Employee in any twelve (12) month period.

ARTICLE 20 - STRIKES OR LOCKOUTS

20.01 No strike or lockout shall occur during the life of this Agreement and the Association or its members shall not participate in any sympathy strike in support of any other organization in accordance with the constitution of the Niagara Falls Professional Firefighters Association which forbids such action.

ARTICLE 21 - CONTRACTING OUT

21.01 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 or person who is not an employee of the Corporation.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 At least ninety (90) days prior to the introduction or implementation of substantial technological change, substantial changes in organization or substantial changes in mechanization affecting employees, the Corporation shall, by written notice, provide the Association with the full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change; the locations involved.

22.02 Within fifteen (15) days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employees.

22.03 Following the said disclosure, representatives of the parties shall meet forthwith the purpose of negotiating with a view to resolving any issue which may concern the employment status of any employee.

22.04 If agreement has not been reached within fifteen (15) days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by Section 56 of the Fire Protection and Prevention Act. The time limits provided in this section shall apply. The Board of Arbitration shall have full remedial power to deal with any unresolved issue.

22.05 No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change, substantial changes in organization or substantial changes in mechanization, until either the parties have reached agreement through negotiation or the Board of Arbitration constituted hereunder has issued its award.

ARTICLE 23 - INDEMNIFICATION

23.01 The Corporation will indemnify its employees from civil liability under its general liability policy and from non-civil liability in accordance with Human Resources Policy No. 400.16.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement shall become effective as of the first day of January, Two Thousand and Eighteen in all its terms and conditions and shall remain in effect until the thirty-first day of December, Two Thousand and Twenty –Three and thereafter shall be automatically renewed from year to year unless in any year at not more than sixty (60) days and not less than thirty (30) days prior to the first day of January, either party shall furnish the other with Notice of Termination or of proposed revisions of, or additions to, any of the provisions hereof; and in such event, negotiations on any such proposal, revisions, or addition shall take place between the parties within thirty (30) days of such notice. It being understood and agreed that the foregoing provisions are subject to Part 9 of the Fire Protection and Prevention Act.

24.02 IN WITNESS WHEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hand of its duly authorized officers and the Association has caused this instrument to be executed by their proper officers hereunto duly authorized the day and year first above written.

SIGNED, SEALED & DELIVERED
In the presence of:

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Mayor – James M. Diodati

City Clerk – William G. Matson

NIAGARA FALLS PROFESSIONAL FIREFIGHTERS ASSOCIATION

Letter of understanding

The Employer and the association agree during the term of this Agreement to establish a joint sub-committee to develop a physical fitness/wellness program aimed at meeting the IAFF/IAFC wellness fitness initiative in order to maintain firefighter's physical and mental well-being.

Letter of understanding

The parties agree that during the term of the Collective Agreement they will meet to discuss the concept and costs of a health care spending account. The parties agree there will be no implementation of such benefit during the term of this contract and this commitment to discussion does not constitute an agreement regarding future negotiations on the issue of any agreement regarding the appropriateness of such a benefit.

Corporate Services **Human Resources**	Date Effected March 6, 1989 **Last Revised** **April 22, 2002**	Legal Services **for Employees**

SECTION 400.16

PURPOSE

The purpose is to define a policy for the guidance of employees who find themselves in need of legal services as a result of activities arising in the course of their employment.

POLICY

Where an employee or a volunteer Firefighter of The Corporation of the City of Niagara Falls is charged with an offence under any Statute, the following policy shall apply:

1. The employee charged shall in the first instance, be responsible for his/her own defense including the retaining of legal counsel.

2. Where the costs payable to his/her counsel do not exceed $4,000.00, the Director of Finance shall be authorized to reimburse the employee for such costs, subject to the approval of the Chief Administrative Officer on the advice of the City Solicitor and Human Resources.

3. Where the costs payable to his/her counsel exceed $4,000.00, the account rendered by such counsel to the employee shall be referred to the Corporate Services Committee of the Council of The Corporation of the City of Niagara Falls for its consideration and recommendations to the Council of The Corporation of the City of Niagara Falls.

The application of this policy is subject to the following conditions:

i. The incident which results in any such criminal or quasi-criminal charge against the employee must be directly related to his/her duties, while on duty as an employee of The Corporation of the City of Niagara Falls.

ii. Notwithstanding an acquittal and any payment of legal costs therefor under the policy, the City reserves the right to take whatever disciplinary action it deems advisable if it is determined that the employee, during the course of the incident in question, was not acting in the reasonable and proper performance of his/her duties and in accordance with the general operating policies and procedures of his/her Department and of The Corporation of the City of Niagara Falls, and following any explicit instructions of his/her supervisors.

iii. This legal coverage excludes willful and/or malicious actions.

Corporate Services **Human Resources**	Date Effected March 6, 1989 **Last Revised** **April 22, 2002**	Legal Services **for Employees**

SECTION 400.16

iv. Where, under the terms of this policy, The Corporation of the City of Niagara Falls is authorized to reimburse any employee for legal costs incurred, The Corporation of the City of Niagara Falls reserves the right to require the employee to have the legal fees charged for such employee's defense taxed ie. questioned and the Corporation may nominate legal counsel for the purpose of effecting such taxation.

v. This policy shall not be deemed to authorize or condone any unlawful act by an employee of The Corporation of the City of Niagara Falls.

Where an employee or a volunteer Firefighter of The Corporation of the City of Niagara Falls is a party to any legal action which arises as a result of the performance of the employee's duties as an employee of The Corporation of the City of Niagara Falls, which action is not defended on behalf of the employee by the Corporation or its insurers, the employee may apply to the Council of The Corporation of the City of Niagara Falls seeking reimbursement for all or part of those costs payable to his/her counsel, when the Council of The Corporation of the City of Niagara Falls shall consider each case upon its merits, upon the advice of staff, and in accordance with the conditions set out above.