



# **AGREEMENT**

BETWEEN

THE CORPORATION OF THE

CITY OF NIAGARA FALLS

AND

NIAGARA FALLS PROFESSIONAL

FIRE FIGHTERS

ASSOCIATION

**2003 - 2005**

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This Agreement Made this 27th Day of October, 2003 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 "Fire Fighters" shall mean all full-time fire fighter employees of the Corporation's Fire Department, with the exception of the Chief, the Assistant Chief of Administration and the Assistant Chief of Operations.
- 2.02 For the purpose of this agreement, the word "Probationer" shall mean a Fire Fighter 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 Fire Fighters 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 Fire Fighters.
- 3.03 All Fire Fighters of the Niagara Falls Fire Department must pay dues as set, to the Association, including probationary Fire Fighters, as set out by the Constitution of the Association.
- 3.04 Fire Fighters 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 Fire Fighter to lodge a grievance as set forth herein.

**ARTICLE 7 - HOURS OF WORK**

7.01 Fire Fighters 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 Fire Fighter 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) Fire Fighters to change shifts or days off, providing that such a change does not affect the efficiency of the Department.

**ARTICLE 8 - SALARIES**

8.01 (a) The following progression differentials and salary rates apply for new fire fighters hired after January 1, 2004:

<b>Fire Fighter</b>	<b>01/01/04</b>	<b>01/01/04</b>	<b>07/01/04</b>	<b>01/01/05</b>	<b>07/01/05</b>
First Class	<b>100%</b>	<b>\$65,506</b>	<b>\$66,452</b>	<b>\$68,155</b>	<b>\$68,960</b>
Second Class	<b>90%</b>	58,955	59,807	61,340	62,064
Third Class	<b>80%</b>	52,405	53,162	54,524	55,168
Fourth Class	<b>70%</b>	45,854	46,516	47,709	48,272
Probationer	<b>67%</b>	43,889	44,523	45,664	46,203

(b) The following schedule shall be the salary rates to be paid to the Fire Services Personnel in 2003, 2004 and 2005.

		01/01/03	07/01/03	01/01/04	01/01/04	07/01/04	01/01/05	07/01/05
Platoon Chief	124%	\$78,245	\$79,596	124%	\$81,227	\$82,400	\$84,512	\$85,510
Director of Training Division	124%	78,245	79,596	124%	81,227	82,400	84,512	85,510
Director of Fire Prevention	124%	78,245	79,596	124%	81,227	82,400	84,512	85,510
Captain/Fire Suppression	115%	72,566	73,819	115%	75,332	76,420	78,378	79,304
Captain/Communications	115%	72,566	73,819	115%	75,332	76,420	78,378	79,304
Captain/Fire Prevention	115%	72,566	73,819	115%	75,332	76,420	78,378	79,304
Captain/Training	115%	72,566	73,819	115%	75,332	76,420	78,378	79,304
Fire Prevention Officer	107%	67,518	68,683	107%	70,091	71,104	72,926	73,787
Assistant Training Officer	107%	67,518	68,683	107%	70,091	71,104	72,926	73,787
Communications Officer	107%	67,518	68,683	107%	70,091	71,104	72,926	73,787
<b>Fire Fighter</b>								
First Class	100%	<b>\$63,101</b>	<b>\$64,190</b>	<b>100%</b>	<b>\$65,506</b>	<b>\$66,452</b>	<b>\$68,155</b>	<b>\$68,960</b>
Second Class	91%	57,422	58,413	91%	59,610	60,471	62,021	62,754
Third Class	82%	51,743	52,636	82%	53,715	54,491	55,887	56,547
Fourth Class	73%	46,064	46,859	73%	47,819	48,510	49,753	50,341
Probationer	64%	40,385	41,082	64%	41,924	42,529	43,619	44,134
<b>Alarm Room Operator</b>								
First Class	74%	46,695	47,501	82%	53,715	54,491	55,887	56,547
Second Class	66%	41,647	42,365	74%	48,474	49,174	50,435	51,030
Third Class	58%	36,599	37,230	66%	43,234	43,858	44,982	45,514
Probationer	50%	31,551	32,095	55%	36,028	36,549	37,485	37,928

(c) **Average Rate**

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

(d) **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).

## **Service Pay**

- 8.02 (a) Each Fire Fighter of the Department shall be paid during the first week in December, Service Pay in accordance with the following scale:

After 5 years of service - \$ 60.00 per annum  
After 10 years of service - 120.00 per annum  
After 15 years of service - 180.00 per annum  
After 20 years of service - 240.00 per annum  
After 25 years of service - 300.00 per annum

Where a Fire Fighter, who is qualified to receive Service Pay completes his service within any calendar year, he shall be paid the rate applicable to his term of service in that year.

A Fire Fighter who leaves the service after completing five (5) years of service shall be entitled to receive a proportionate part of the Service Pay which would have been payable to him for the calendar year in which he terminates his employment.

- (b) There will be no Service Pay effective January 1, 2004.

## **PAY FOR ACTING RANK**

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

- 8.04 Fire Fighters 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 their own regular rate of pay, or time-off duty, at the discretion of the Fire Chief, for each hour worked.

- 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.

Employees referred to in this Article (8.05) who are engaged to be on call for a period of seven (7) days 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 shall receive three (3) hours of their regular hourly rate, 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.

8.06 When a Fire Fighter 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 Fire Fighter.

If ranks holding a rank higher than a First Class Fire Fighter 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 Fire Fighter 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 Fire Fighters while attending courses at the Ontario Fire College shall receive forty-five dollars (\$45.00) per week for travelling and out-of-pocket expenses.

8.09 An Acting Chief may be appointed from among the senior, or in his absence the senior acting, officers who are members of the Association when the Chief is temporarily unavailable. Such appointment shall be made by the Fire Chief, or, in his absence, the Chief Administrative Officer.

Acting pay shall be set at 8% above the Acting Chief's normal rate of pay, while so assigned.



**Article 9 - Seniority and Promotion**

- 9.01 (a) **“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 Article 9.03 of this Agreement excepted) shall be considered new employees and seniority shall start as of the date they reentered the service.
- (b) **“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.
- 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:

<b>Fire Fighting</b>		<b>Communications</b>	
Probationary Firefighter	1 year	Probationary Dispatcher	1 year
Fourth Class Firefighter	1 year	Third Class Dispatcher	1 year
Third Class Firefighter	1 year	Second Class Dispatcher	1 year
Second Class Firefighter	1 year	First Class Dispatcher	
First Class Firefighter		Probationary Communication	1 year
Captain		Communication Officer	2 years
Platoon Chief		Captain / Communication	
<b>Fire Prevention</b>		<b>Training</b>	
Probationary Fire Prevention	1 year	Probationary Training	1 year
Fire Prevention Officer	2 years	Assistant Training Officer	2 years
Captain / Fire Prevention		Captain / Training	
Director / Fire Prevention		Director / Training	

- b) 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 promotion, advancement, or transfer to a vacancy, a new job or position must have obtained a total average mark of 70%. In obtaining

the said minimum 70% overall average, the candidate shall also obtain a minimum of 60% on the written exam, 60% on the oral exam and 60% on the practical exam. A failed examination may be rewritten, provided the average of all examinations is at least 70%.

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.

- (c) In the event that a Firefighter fails to obtain an overall average of 70% in all examinations, they shall be given a further opportunity to qualify by means of a supplemental examination to be held no less than thirty and no more than sixty 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 days of being advised in writing that they failed to qualify on their first attempt at the examinations. Should they again fail, they will not be permitted to take the examination again for one (1) year. This paragraph shall not apply to a Probationer.
- (d) The person selected for promotion, advancement or transfer to such position, rank or job shall be that person having the greatest seniority of those members of the department so qualified.

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 with equal seniority.

- (e) 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.

- (f) 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.
- (g) Previous firefighting experience is required for the entry positions in Training.

- (h) Previous firefighting experience is preferred for the entry positions in Fire Prevention.
- (i) All firefighters are eligible to qualify for the position of Communications Officer in Communications.
- (j) Firefighters who qualify and transfer to the positions of Probationary Fire Prevention Officer, Probationary Training Officer and Probationary Communications Officer shall be paid at the First Class Firefighter rate for the first 6 months in the position or until the completion of the required courses, whichever is the lesser period of time, after which they will be paid at the rate of 104% of a First Class Firefighter' rate.
- (k) Under normal circumstances, after one (1) year in the position of Probationary Fire Prevention Officer, Probationary Training Officer or Probationary Communications Officer a firefighter is eligible to take the examinations for the position of Fire Prevention Officer, Assistant Training Officer or Communications Officer and on successful completion of the examinations they shall be paid at the rate of 107% of a First Class Firefighter's rate.
- (l) Under normal circumstances, after two years in the position of Fire Prevention Officer, Assistant Training Officer or Communications Officer, a firefighter is eligible to take the examinations for the position of Captain/Fire Prevention, Captain/Training or Captain/Communications.
- (m) Under normal circumstances, Captains/Fire Prevention and Captains/Training, with a minimum of 2 years in the respective rank, shall be eligible to qualify for the position of Director of Fire Prevention or Director of Training.

9.03 When acting rank is required in the Firefighting Division, the acting rank position shall be filled by order of seniority of those qualified by Platoon, and where seniority is equal, in order of the total average mark for the examinations as described in 9.02. When acting rank is required in any other Division, the acting rank position shall be filled by order of seniority of those qualified within the Division, and where seniority is equal, in order of the total average mark for the examinations as described in 9.02.

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 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 9.05:

“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.

9.06 No position in the department excluding the fire fighting 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 fire fighting division shall be filled within a period of 1 year.

**ARTICLE 10 - LEAVE OF ABSENCE**

10.01 The President and any two (2) members of the executive of the Niagara Falls Professional Fire Fighters Association shall be granted such leave of absence, without pay, as may be necessary for the proper performance of their offices insofar as the regular operations of the service of the Fire Department will permit.

Any delegates, not exceeding four (4) in number, who may from time to time be duly authorized and designated by the Members of the Niagara Falls Professional Fire Fighters Association to attend the annual convention of the Ontario Professional Fire Fighters Association and/or the bi-annual convention, shall be granted such time off duty, without pay, as may actually be required for attendance at such convention, 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 Upon the application of the Association, the Chief Administrative Officer or his representative may grant any Fire Fighter such other leave of absence, without pay, or loss of seniority, as he may see fit.

10.03 A Fire Fighter 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 granddaughter.

A Fire Fighter 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 Fire Fighter 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 Fire Fighter 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 Fire Fighter to attend a funeral as a pall bearer.

- 10.04 A Fire Fighter 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.

## **Article 11 - Uniforms and Equipment**

- 11.01 The following uniform issue shall be supplied to Fire Department personnel. Original issue or replacement of any article of issue shall be carried out as soon as reasonably practicable and, on an "as needed basis," as determined by the Fire Chief or his representative.

### **CLASS "A" UNIFORM**

#### **SUPPRESSION**

##### **Firefighter, Captain:**

(1) one uniform cap, (1) one uniform coat, (1) one uniform trousers/skirt, (1) one uniform belt, (1) one uniform tie, (1) one long sleeve uniform shirt (white), (1) one reefer coat (uniform parka style), (1) one pair safety shoes.

##### **Platoon Chief:**

(1) one uniform cap, (2) two uniform tunics, (3) three pairs of uniform trousers/skirt, (1) one uniform belt, (1) one uniform tie, (5) five uniform shirts, a minimum of which one shall be a long sleeve style, (1) one reefer coat (uniform parka style), (1) one pair safety shoes.

#### **FIRE PREVENTION**

##### **Fire Prevention Officer, Captain, Director:**

(1) one uniform cap, (2) two uniform tunics, (3) three pairs of uniform trousers/skirts, (1) one uniform belt, (1) one uniform tie, (5) five uniform shirts, a minimum of which one shall be a long sleeve style, (1) one reefer coat (uniform parka style), (1) one pair safety shoes.

## TRAINING

### **Training Officer:**

(1) one uniform cap, (1) one uniform coat, (1) one uniform trousers/skirt, (1) one uniform belt, (1) one uniform tie, (1) one long sleeve uniform shirt (white), (1) one reefer coat (uniform parka style), (1) one pair safety shoes.

### **Director:**

(1) one uniform cap, (2) two uniform tunics, (3) three pairs of uniform trousers/skirt, (1) one uniform belt, (1) uniform tie, (5) five uniform shirts, a minimum of which one shall be a long sleeve style, (1) one reefer coat (uniform parka style), (1) one pair safety shoes.

## COMMUNICATIONS

### **Alarm Room Operator, Communications Officer:**

(1) one uniform cap, (1) one uniform coat, (1) one uniform trousers/skirt, (1) one uniform belt, (1) one uniform tie, (1) one long sleeve uniform shirt (white), (1) one reefer coat (uniform parka style).

## CLASS "B" UNIFORM

### SUPPRESSION

### **Firefighter, Captain:**

(5) five uniform shirts (short sleeve), (3) three uniform trousers, (1) one uniform jacket.

### FIRE PREVENTION

### **Fire Prevention Officer, Captain:**

(1) one pair of coveralls.

## TRAINING

### **Training Officer:**

(5) five uniform shirts (short sleeve), (3) three uniform trousers, (1) one uniform jacket.

## COMMUNICATIONS

### **Alarm Room Operator, Communications Officer:**

(5) five uniform shirts (short sleeve), (3) three uniform trousers, (1) one uniform jacket.

The Corporation will complete the issuance of Class “A” and “B” uniforms, for all present firefighters, by December 31, 1998.

The wearing of the uniform shall be according to Department policy.

11.02 The Corporation will supply fire fighting clothing as required through regulation or need as determined by the Fire Chief or his designate.

11.03 Fire Fighters, except Alarm Room personnel, shall be supplied with fire fighting gloves/mitts as required. Supplier will be determined by management.

11.04 All Suppression personnel involved in in-service inspections and Fire Prevention, Platoon Chiefs and Training personnel, will be eligible to have their uniforms cleaned at the expense of the Corporation, by a contractor of the City’s choice.

Fire Prevention and Training personnel, Platoon Chiefs, and Captain/Communications will be eligible for up to six (6) uniform cleanings per annum (12 units).

Fire Suppression and Alarm Room personnel will be eligible for up to three (3) uniform cleanings per annum (6 units).

## **ARTICLE 12 - PENSIONS**

12.01 Each Fire Fighter 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. Fire Fighters 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 Fire Fighters 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.



**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: One and one-half (1 1/2) times salary to the nearest \$1,000. Accidental Death and Dismemberment coverage equal to: One and one-half (1 1/2) times salary to the nearest \$1,000. A \$1,500 paid up life insurance policy for all retired Fire Fighters.
- (b) **Ontario Health Insurance Plan**
- (c) **Sun Life Semi-Private Coverage**
- (d) **Sun Life Group Medical Health Plan - \$10 - \$20 Deductible**  
including \$160.00 no deductible, per person every two years for Vision Care, effective January 1, 2004, \$225 no deductible, per person every two years for Vision Care and effective January 1, 2005, \$300 no deductible, per person every two years for Vision Care. A dispensing fee cap of \$7.50 per prescription.
- (e) **A Dental Plan**  
Effective January 1, 1989, orthodontic coverage shall be provided on the basis of a 50/50 shared plan with a \$2,000.00 lifetime maximum for 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 \$750 effective January 1, 2004.
- (f) **Extended Health - Extra Care Paramedical**  
services of practitioners licensed as osteopaths, chiropractors, chiropodists, naturopaths, podiatrists, masseurs or Christian Science Practitioners. The maximum amount payable in any Benefit Year is \$225 per discipline, for each person. Effective January 1, 2004, \$300 per discipline, for each person and effective January 1, 2005, \$400 per discipline, for each person.
- (g) **Widow Benefits**  
For active employees only, benefit coverages up to one (1) year from the date of death or age 65 (whichever comes first).

- 13.02 All services in Section 13.01 shall apply to all Fire Fighters 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 (a) & (d) and 13.02, the Association agrees that the Corporation shall retain the 5/12 employee share of the U.I.C. premium reduction.
- 13.04 The services in 13.01(b), (c), (d) and (e) shall be provided to retired employees up to age 65; with the cost, as so stated in 13.01, paid for by the Corporation.

Fire Fighters 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.

Fire Fighters retiring under early retirement options offered by OMERS shall be entitled to all retirement benefits provided to Fire Fighters 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 Fire Fighters 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 1 1/2 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 Fire Fighter, 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 Fire Fighter, 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) and (e). 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 Fire Fighter shall be entitled to eighteen (18) days sick leave per year.

14.02 During the first six (6) months of a Fire Fighter'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 18 days per year. It is further understood that there shall be no limit to the total number of days a Fire Fighter may accumulate over the years.

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

- (a) caused by personal illness or physical incapacity caused by factors over which the Fire Fighter has no reasonable or immediate control, provided a Fire Fighter 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 Fire Fighter shall be considered as one 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, or while self-employed.

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

- (a) Unless other arrangements have been made a Fire Fighter 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 Fire fighter is returning to work after sick leave for three (3) days or longer, he shall produce a certificate from a qualified medical practitioner certifying that he has been under his care and is now fit to return to duty.
- (c) In the event a Fire Fighter 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 Fire Fighter's failure to file the said certificate.
- (d) A Fire Fighter 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 Fire Fighter shall give at least one (1) hour's notice in each case if he is working a day shift, and at least three (3) hours' notice if on a night shift.
- (e) On normal retirement a Fire Fighter shall be allowed pay for one-half 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 Fire Fighter 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 of the balance of his sick pay credits up to a maximum of one hundred and thirty days.
- (g) In the case of death of a Fire Fighter who has been actively employed by the Municipality for seven (7) years or more, one-half 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.

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 Fire Fighter 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 Fire Fighter 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**

##### **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, 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 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.

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 is limited to whether a firefighter is fit or unfit to perform the duties specified for the modified duties as well as any limitations placed on the performance of those duties.

The “modified work program” will permit a firefighter a reasonable period of convalescence as identified by the attending physician on the Functional Abilities Form.

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 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 must report his/her injury or illness to the Chief or his representative 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 Assistant 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 Association and the firefighter involved.
- 4) Where it is necessary for a physician to determine the limitations that apply to any modified work, the firefighter shall, at the request of the Fire Chief or one of the Assistant Chiefs, ensure that his or her attending physician reviews the modified work letter and completes the Functional Abilities Form. The firefighter shall return the Functional Abilities Form to the Fire Chief or one of the Assistant Chiefs as soon as reasonably practicable.
- 5) The first attempt to accommodate the firefighter 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.
- 7) Management may seek oral confirmation from the attending physician if the written verification is not received within seven (7) calendar days of the review by the attending physician. The Fire Chief (or one of the Assistant Chiefs) and the Association will monitor the modified work assignment on a regular basis to ensure that it remains appropriate for the firefighter.
- 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 NFPFFA, 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 physician in order to identify a suitable modified work assignment, Management will, in the first instance, request the clarification in writing. The NFPFFA will be advised of this request. The firefighter will be responsible for obtaining the information as soon as possible from the treating physician.

- 10) Where Management still requires further information or clarification in order to identify a suitable modified work assignment, it will have its consulting physician contact the treating physician, and will inform the firefighter and the Association prior to so doing.
- 11) All firefighters participating in the modified work program shall release their attending physicians 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.
- 13) The cost of the attending physician 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.

**ARTICLE 15 - STATUTORY AND DECLARED HOLIDAYS**

15.01 Each Fire Fighter 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	Dominion Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving 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 Fire Fighter 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 Fire Fighter's employment be terminated for any reason, lieu days which have been granted will be reclaimed from his final pay.



**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 Fire Fighters with more than one (1) 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 Fire Fighters 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 Fire Fighters 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 Fire Fighters 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 Fire Fighters 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 It is further recognized between the Parties to this Agreement that Fire Fighters hired on and after January 1st, 1963 will be paid according to the provisions of The Employment Standards Act for all time worked by them during the first calendar year of their service and that during the second and succeeding years, they will receive their vacations for the current year according to the schedule for members of the Department.
- 16.09 A Fire Fighter leaving the service of the Corporation for any reason after the anniversary of the date on which the Fire Fighter 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.

Fire Fighters hired after January 1st, 1963 who retire or resign will receive holidays for 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.

16.10 Should a Fire Fighter complete the required number of years of service to qualify for an increased vacation entitlement after the vacation period January 1st to October 31st in any year, he shall be entitled to his increased vacation entitlement during the vacation period the following year.

16.11 For vacation purposes, each man 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.

16.12 If as a result of serious illness or injury, a Fire Fighter 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 Fire Fighter has returned to duty.

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

#### **ARTICLE 17 - JURY DUTY**

17.01 A Fire Fighter 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 he shall make application to the Fire Chief or his 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 Fire Fighter who is not scheduled to work on any day that he serves shall not be required to deposit any compensation received for that day.

The Corporation agrees to provide pay for Fire Fighters 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 1/2) times his 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 Fire Fighters 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 Fire Fighter or group of Fire Fighters 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 Fire Fighters shall be adjusted as promptly as possible. In the first instance, the Fire Fighter shall submit, in writing, any complaints to the Officer in charge of his shift within 48 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 48 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 48 hours of receipt of complaint.

##### **Stage 1**

If not settled, the alleged grievance shall be submitted to the Chief or representative, in writing, within 48 hours of the reply, outlining the alleged facts. The Chief or representative shall give his decision, in writing, together with the principal reasons therefore within 72 hours of receipt of grievance.

##### **Stage 2**

If not then settled, the Fire Fighter 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 grievance they shall within five (5) days of the receipt of the answer at Stage 1, submit in writing to the Director of Community Services details of the grievance. The Director of Community Services shall meet with the Grievance Committee and the Fire Fighters within five (5) days of the receipt of the written

grievance and shall give his decision in writing, together with the principal reasons therefore within five (5) days after the meeting.

**Stage 3**

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 Fire Fighter 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 4**

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 Fire Fighters 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 3.
- 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 Fire Fighters 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 Fire Fighter 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 3, if presented in writing within (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.

**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 Fire Fighters 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 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 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 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. 400.23.

**ARTICLE 24 - DURATION OF AGREEMENT**

- 24.01 This Agreement shall become effective as of the first day of January, Two Thousand and Three in all its terms and conditions and shall remain in effect until the thirty-first day of December, Two Thousand and Five 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 AND DELIVERED  
IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF  
NIAGARA FALLS

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NIAGARA FALLS PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION

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<b>Corporate Services</b>  <b>Human Resources</b>	<b>Date Effected</b> <b>March 6, 1989</b>	<b>Legal Services</b>  <b>for Employees</b>
	<b>Last Revised</b> <b>April 22, 2002</b>	

**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 fire fighter 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 defence 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.



<b>Corporate Services</b>  <b>Human Resources</b>	<b>Date Effected</b> <b>March 6, 1989</b>	<b>Legal Services</b>  <b>for Employees</b>
	<b>Last Revised</b> <b>April 22, 2002</b>	

**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 defence 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 fire fighter 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.



**Corporate Services Department**

4310 Queen Street  
P.O. Box 1023  
Niagara Falls, ON L2E 6X5  
web site: www.city.niagarafalls.on.ca

Tel: (905) 356-7521  
Fax: (905) 356-5110  
E-mail: travenda@city.niagarafalls.on.ca

**Tony Ravenda**  
Executive Director

October 27, 2003

**Letter of Understanding**

between

The Corporation of the City of Niagara Falls

**and**

The Niagara Falls Professional Fire Fighters Association

It is mutually agreed that the costs for uniforms under the “points system”, that will be implemented on a trial basis, shall not exceed the last 3 year average cost per member adjusted for inflation each year.

It is further agreed that the appendices to the agreement referring to promotions shall be deleted and with that deletion, there will no longer be a requirement for the officers in fire suppression to attend the Ontario Fire College as a condition of promotion.

Dated this            day of October, 2003

Signed on behalf of the Corporation:

Signed on behalf of the N.P.F.F.A.:

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**Fire Services**

4310 Queen Street  
P.O. Box 1023  
Niagara Falls, ON L2E 6X5  
web site: [www.city.niagarafalls.on.ca](http://www.city.niagarafalls.on.ca)

Tel: (905) 356-7521  
Fax: (905) 358-3910  
E-mail: [elustig@city.niagarafalls.on.ca](mailto:elustig@city.niagarafalls.on.ca)

**Edward P. Lustig**  
Director

February 8, 2002

**Letter of Understanding**

between

The Corporation of the City of Niagara Falls

and

The Niagara Falls Professional Fire Fighters Association

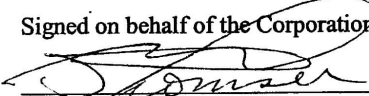
This letter of understanding is to confirm that for the period of no less than two (2) years or until such time when Mr. Edward P. Lustig's contract is completed, Mr. Lustig shall have the authority of the Chief Administrative Officer for managing Fire Services.

The following terms will be in effect during the currency of Mr. Lustig's contract for managing Fire Services.

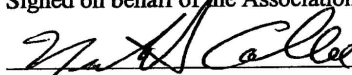
1. The reference of Chief Administrative Officer in the Collective Agreement refers to the position of Mr. Lustig.
2. The references of the Director of Community Services are eliminated from the Collective Agreement.
3. Article 18: Grievance Procedure will be as follows:
 

Stage 1:	Submitted to the Fire Chief
Stage 2:	Deleted
Stage 3:	Submitted to the Mr. Lustig as Chief Administrative Officer new Stage 2
Stage 4:	Deleted
Stage 5:	Arbitration new Stage 3

Signed on behalf of the Corporation

  
\_\_\_\_\_  
J. Parson

Signed on behalf of the Association

  
\_\_\_\_\_  
Wayne Willett

Dated this 11<sup>th</sup> day of Feb., 2002.

The City of  
Niagara Falls  
Canada



City Hall  
Niagara Falls, Ontario  
L2E 6X5  
(416) 356-7521  
Fax: (416) 356-0759

Letter of Understanding

between

The Corporation of the City of Niagara Falls

and

Niagara Falls Professional Fire Fighters' Association

The undersigned, on behalf of both the Corporation and the Association, agree to establish a Joint Management and Association Committee.

The purpose of this Committee is to consider employees' requests for reinstatement of vacation and lieu time and reimbursement for expenses incurred as a result of being subpoenaed to appear in Court if vacation and lieu time must be rescheduled.

Signed on behalf of the Corporation

*St. Thomas*  
*J. L. Gallenison*  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of the Association

*1970*  
*R. D. Jule*  
*Wayne Willett*  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 13th day of March, 1989.

The City of  
Niagara Falls  
Canada



City Hall  
Niagara Falls, Ontario  
L2E 6X5  
(416) 356-7521  
Fax: (416) 356-0759

April 24, 1987.

LETTER OF UNDERSTANDING

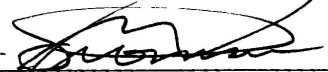
During negotiations the Association and the Corporation reviewed and considered all existing Letters of Intent and Letters of Understanding. It was mutually agreed that all previous letters as indicated above would be deleted and replaced with this Letter of Understanding and this letter will be appended to the Collective Agreement but will not be included as part of the Collective Agreement.

All previous letters are hereby deleted except for the following which remain in force:

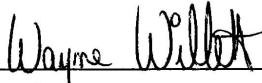
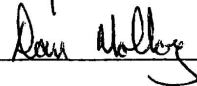

One (1) day's leave of absence will be granted upon request to a Fire Fighter participating in a Family Birth, on the understanding that this leave will be granted on only one occasion for each pregnancy. The time will be repaid by the Fire Fighter upon the request of the Department.

**NOTE:** This letter of understanding was amended on this day of \_\_\_\_\_, 1992 by the parties to delete reference to cleaning of uniforms.

Signed on behalf of the Corporation

  
\_\_\_\_\_  
E. J. W. Legg  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of the Association

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

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