COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF PORT COLBORNE

AND

LOCAL 2307

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

THE PORT COLBORNE PROFESSIONAL FIRE FIGHTERS
This Agreement Made in Triplicate, this day of December, 2004.

BETWEEN:

THE CORPORATION OF THE
CITY OF PORT COLBORNE

hereinafter called "The Employer"
of the First Part

-and-

LOCAL 2307
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS
THE PORT COLBORNE
PROFESSIONAL FIRE FIGHTERS
ASSOCIATION

hereinafter called "The Employees"
of the Second Part

PURPOSE OF AGREEMENT:

Whereas the parties hereto have agreed to enter into these presents for the purpose of more effectively defining duties, privileges, working conditions and remuneration and to establish the best possible working conditions so as to develop and maintain a spirit of cooperation between the Corporation and the Association and to promote and effect an efficient fire department and to provide an amicable method of settling grievances.

Whereas this agreement now witnesseth that the parties hereto, in consideration of the premises and mutual covenants hereinafter contained, agree each with the other as follows:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

SECTION 1 EMPLOYEES COVERED

1-01 This agreement shall be applicable to all full time Fire Fighters of the Port Colborne Fire Department, hereinafter called the "Employees" under this contract excepting the Fire Chief, Deputy Chief and the confidential secretary to the Fire Chief.

1-02 In this agreement, all masculine terms include alternatively the feminine unless the context otherwise requires.
SECTION 2  RECOGNITION

2-01 The Association agrees to keep the Corporation advised as to the names of officers, executives and negotiating committee, upon their election, or any change therein.

For the purpose of negotiations between the parties, the Corporation shall recognize a negotiating committee of the Association to be composed of not more than three (3) Firefighters, a recording secretary, and an advisor if deemed necessary by the Association.

It is understood that the negotiating committee have their regular work to perform and that if it is necessary for them to negotiate during working hours, they will not leave their work without first obtaining the permission of the Fire Chief and where possible a request by a firefighter shall be at least twenty-four (24) hours in advance. In obtaining such permission, report again to him at the time of his return to work. In accordance with this understanding, firefighters taking part in negotiations during their regular hours of work shall not suffer any loss in pay.

2-02 The Party of the First Part agrees to deduct from the salary of members of the Port Colborne Professional Fire Fighters Association, the amount specified in writing to the Chief Administrative Officer by the Treasurer of the Port Colborne Professional Fire Fighters Association. Such deductions shall be on a biweekly basis, effective January 1st, 2000, with said monies forwarded to the Treasurer of the Port Colborne Professional Fire Fighters Association on a biweekly basis.

2-03 As of the first pay of a new employee of the Port Colborne Fire Department the employer agrees to deduct the dues from his salary and send the amount to the Treasurer of the Port Colborne Professional Firefighters Association.

2-04 Job Description
The employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions. Any change to the job description shall be presented to the Union with thirty days notice during which time the Union may make written objection.
SECTION 3 MANAGEMENT RIGHTS

3-01 The Association agrees that the Corporation has the exclusive rights to:

(a) manage the Offices and Departments, direct the working force,

(b) 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.
SECTION 4  HOURS OF WORK

4-01 The employee shall be required to work a Two Platoon System, consisting of a fourteen (14) hour night shift and a ten hour day shift.

4-02 A day tour of duty shall consist of ten (10) hours per day for four (4) consecutive days followed by four (4) consecutive days off duty, to be followed by a night tour of duty consisting of: fourteen (14) hours per night for four (4) consecutive nights followed by four (4) consecutive nights off duty.

4-03 It is understood that nothing in the above schedule of hours of work will prevent the Chief or his designate, at his discretion, from changing the shifts, days off or vacations, or from granting the request of any two men to change shifts or days off.

4-04 Overtime Clause

The rate of pay shall be at the normal rate of pay for the Firefighter, except that a Captain on duty as a Firefighter, will receive the 1st Class Firefighter rate of pay.

The value of each hour in pay shall be the yearly salary of the employee divided by 2184.

This does not include general alarms, regular Tuesday night practice and rescue calls or persons attending Union oriented business.

4.04 (a)Continuation

Firefighters will be compensated at their regular rate for the first 30 minutes worked following the end of their regularly scheduled shift. Anything past ½ hour (30 minutes) of a firefighter’s shift will be paid at 1½ times the firefighter’s normal hourly rate for a minimum of 2 hours or until relieved of duties. Any overtime payment may be taken in pay which will be paid on the next pay period or time off at the same agreed rate at the time mutually agreed.
4.04(b) Call Back

The Firefighter called back will be compensated at 1½ times his normal rate of pay for a minimum 2 hours. Call back is to be done on a seniority basis with the firefighter below the last firefighter on the list who was last called and worked, to be called.

4-05 Only a person(s) who is a member of the Port Colborne Professional Fire Fighters Association may work a shift except in the case of emergencies or general alarms. It is recognized that the Port Colborne Fire Department is a composite department; that during emergencies or general alarms, firefighters may and will be used by the Fire Chief at his discretion in any aspect of firefighting.

4-06 Management is agreeable to discuss with the Union, operating procedures for the Department with the view of improving efficiency and response time.

The Union understands that any change in operating procedures will be recommended by the Chief of the Fire Department and subject to final approval by the Chief Administrative Officer of the Corporation of the City of Port Colborne.

All meetings on this subject shall be between the negotiating committee appointed by each respective party.
SECTION 5  DISCRIMINATION AND COERCION

5-01 The Corporation agrees that there shall be no discrimination, interference, or coercion exercised or practised 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 race, creed, colour, national origin, political or religious affiliations or marital status, nor by reason of his or her membership or activity in the Union.

5-02 Provisions of this Agreement shall be applied to all employees without discrimination.
SECTION 6  VACATION

6-01 Vacation shall be granted to members of the Port Colborne Professional Fire Fighters Association as per schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Vacation Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1 year</td>
<td>4% of salary or a maximum of eight (8) working days</td>
</tr>
<tr>
<td>1 to 5 years</td>
<td>two (2) tours of duty paid vacation - full salary</td>
</tr>
<tr>
<td>5 to 10 years</td>
<td>three (3) tours of duty paid vacation - full salary</td>
</tr>
<tr>
<td>10 to 18 years</td>
<td>four (4) tours of duty paid vacation - full salary</td>
</tr>
<tr>
<td>18 to 25 years</td>
<td>five (5) tours of duty paid vacation - full salary</td>
</tr>
<tr>
<td>over 25 years</td>
<td>six (6) tours of duty paid vacation - full salary</td>
</tr>
</tbody>
</table>

6-02 Vacation periods shall be drawn on a seniority system as agreed upon by the Fire Chief and the Port Colborne Professional Fire Fighters Association.

Vacation time will be picked by individual platoons with only one man off per platoon.

6-03 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 upon his return to duty at a time decided upon by the Fire Chief and employee where possible.

If the employee is unable to use his vacation due to sick leave, he may transfer his unused vacation days to his sick bank prior to the end of the year.

6-04 All employees entitled to three (3) tours of duty vacation shall be granted two (2) tours of vacation and then one (1) tour of vacation after all employees have picked their first two tours of vacation.

6-05 All employees entitled to four (4) tours of duty vacation shall be granted their fourth tour of vacation after Clause 6-04 has been completed.

6-06 All employees entitled to five (5) tours of duty vacation shall be granted their fifth tour of duty vacation after Clause 6-05 has been completed.

6-07 All employees entitled to six (6) tours of duty vacation shall be granted their sixth tour of vacation after Clause 6-06 has been completed.

6-08 All employees may schedule one or more tour(s) of lieu days for vacation after all other vacation is picked.
6-09 Any employee leaving the service of the employer for any reason, shall be entitled to the benefits of holiday pay as per Section 6:01.

Vacation to be prorated based on the months worked in the calendar year where an employee is off duty for more than three (3) calendar months on Workplace Safety & Insurance benefits, sick time or leave of absence.

6-10 A Firefighter who leaves the service of the Corporation shall receive the unused vacation entitlement from the previous year plus vacation entitlement pro-rated up to the last day of employment for the current year.
SECTION 7  **STATUTORY AND DECLARED HOLIDAYS**

7-01 In addition to his annual vacation as herein provided, each employee shall be entitled to a day in lieu thereof for each of the following days and any other day proclaimed by the Federal, Provincial and Municipal Governments as a holiday which occurs during his term of employment:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Dominion Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
SECTION 8  ACCIDENTS

8-01 The employee off-duty as a result of an accident or occupational illness incurred in the performance of his duty, shall be paid full salary for one hundred and eighty-two (182) working days after said accident and then Workplace Safety & Insurance Board payments begin. If the accident is compensable, Workplace Safety & Insurance Board cheques applicable to the accident shall be turned over to the City Treasurer.

8-02 Any employee receiving Workplace Safety & Insurance benefits will have all benefits stipulated in Section (9-01), (9-02), (9-03), (9-04) and (9-05), (12-01) and shall include any improvements or benefits awarded the Port Colborne Professional Fire Fighters Association in future negotiations paid for at the present rate of 100% by the City as long as he is on compensation benefits.

8-03 Any employee receiving Workplace Safety & Insurance benefits will have his OMERS and Canada Pension paid at his present rate of salary at the present 50% employee, 50% employer rate.

8-04 The Corporation shall maintain that the members of the Port Colborne Professional Fire Fighters Association, shall be covered by the maximum allowable benefits as provided by the Workplace Safety & Insurance Board.

8-05 Any full time firefighter, who through occupational injury cannot return to his normal duties, shall be considered in some other capacity with the Corporation of the City of Port Colborne.
SECTION 9  
LIFE INSURANCE AND HEALTH PLAN

9-01 The existing group life insurance including accidental death and
dismemberment shall be based on one and one half of an employee's salary
to the nearest five hundred dollars ($500.00) - cost to be borne by the
Corporation.

9-02 Green Shield or equivalent Semi-Private Hospital accommodation.

9-03 Medical - Employer Health Tax

9-04 Green Shield or equivalent plan for Extended Health Care Benefits ($10/20
deductible), (35 cents deductible prescription drugs) with rider providing for
$250.00 per year for eyeglasses and $1,000.00 per lifetime for hearing aids,
and deluxe travel - out of Province or Country and chiropractic of $15.00 per
visit to be included up to $300.00 per calendar year.

9-05 (a) Green Shield Dental Plan or equivalent, automatically updated to
maintain current O.D.A. Schedule of Fees. Denture repair and
replacement 50% co-insured to a maximum of $1,000.00 per year.

(b) Nine month oral recall examination and preventative recall package -
children twelve (12) years of age and under shall have a six (6) month
oral recall and examination and preventative recall package.

9-06 The Corporation shall pay for each regular employee including probationers
who have three (3) months or more seniority participating in such coverage,
the maximum allowable under the Municipal Act of the Welfare Plan 100%
of items above.

9-07 All benefits under Section 9 to be paid for by the Corporation for future
retired members and members who are on LTD of the Port Colborne
Professional Firefighters Association which shall also provide for $5,000.00
Life Insurance Policy for retired members and members who are on LTD,
cost to be borne by the Corporation. The City will retain any E.I. rebates to
help defray cost of premiums incurred.
9-08 **Spousal Benefit**

The City of Port Colborne will pay the benefits of a spouse, in the event of a Firefighter’s death up to the time they are remarried or can receive a comparable benefit program through their own employment or from another common-law relationship. This benefit will cease upon retirement age of 65. An annual questionnaire will be completed by the spouse to report benefits or changes in status.

The benefits are provided as per Section 9.02 to Section 9.06 of this agreement with premiums to be paid by the Corporation on the Firefighter’s death whether eligible for compensations by the WSIB or not.

Continuation of benefits are provided to the spouse and dependents who have, prior to the death of the firefighter, been admitted to the benefit plan. This would include any child born within 9 months.

The dependent children will be covered for benefits as provided by the current carrier.
SECTION 10  SICK LEAVE ALLOWANCE

10-01 Each permanent employee shall be credited the Sick Leave Accumulation days as set out in their sick leave bank with no restrictions on maximum credits.

10-02 A regular employee on authorized leave of absence due to illness or non compensable accident up to one year's duration, shall continue to be eligible for the benefits covered under Section 9 of this Contract.

10-03 In this clause "employee" shall mean an employee of the City coming within the Port Colborne Professional Fire Fighters Association and "month" shall mean a calendar month.

10-04 Each employee shall receive a gross sick pay credit of one and one-half days for each month of "unbroken" service, such credit to be accumulative and combined with such employee's cumulative sick pay credits, if any in respect of service with the Corporation of the City of Port Colborne.

10-05 Credits shall be cumulative as from the beginning of the first complete month after the commencement of duties.

10-06 Each employee, after acquiring seniority within the Corporation, shall be eligible to receive sick leave at full salary or wage rate for any time lost by illness to the full extent of sick leave credits available to him at the time of such absence. The value of each day of accumulated sick leave in cash shall be the yearly salary of the employee divided by 182 days.

10-07 Except as otherwise herein provided, the number of days an employee is absent on account of illness shall be deducted from cumulative Sick Leave Credits.

10-08 An employee, when he is absent because of sickness for thirty (30) days or more, shall on request, provide the Fire Chief with a certificate from a qualified physician certifying as to his inability to return to work, and on a similar request, shall do so at the conclusion of each thirty (30) day period at no cost to the employee.

10-09 A month of unbroken service shall be one where an employee is employed on all working days in the month. Loss of time due to occupational accidents or illness occurred outside of the line of duty shall not be considered as breaking a month's service.
10-10 Employees who are off work with a leave of absence but without pay, or any employee who is laid off shall not receive credit for such periods for accumulated sick leave, but such absence shall not reduce the accumulated sick leave credit of the said employee.

10-11 When an employee has been absent on account of an illness for a sufficient period to exhaust accumulated sick leave credits, the said employee shall not receive a monthly credit toward sick leave for the remainder of the time absent, on account of such illness.

10-12 When an employee has been absent on account of an illness for a number of days exceeding the total accumulated sick leave credits, the said employee shall not be paid for such excess days of illness.

10-13 Statutory and special holidays, regular days off from employment, vacation periods granted by the Corporation, bereavement leave, leave of absence for Union executives to attend authorized Union functions, any absence due to illness or accident recognized by the Workplace Safety & Insurance Board, shall not form part of an illness period or be chargeable against the accumulated sick leave of the said employee.

10-14 As soon as convenient after February 1st, in each year, a statement shall be given each employee setting forth the number of days absent charged to his account and the number of days credited thereto during the preceding year, ending December 31st, and the balance at his disposal at the end of the preceding year. Each employee shall be entitled to examine his own account once during each year during the month of January.

10-15 The Fire Chief shall be responsible for ascertaining that an employee claiming sickness as the reason for absence from work is actually sick, and may set out rules of procedure in this connection for employees provided that such rules or procedures are reasonable and exercised in a manner consistent with and subject to the terms of this collective agreement.

10-16 If in the opinion of the Fire Chief, an employee is abusing the Sick Leave Benefits, the Fire Chief will require the employee to provide a doctor's certificate and may request the employee to submit to a medical examination by an appointed medical practitioner at no cost to the employee. If the employee is unable or unwilling to provide such a certificate, or to submit to a medical examination, disciplinary action will be taken.
10-17 In the event of an illness or an accident to an employee whose sick leave credits have been exhausted by prior illness or accident, the Fire Chief shall permit such other employees as shall volunteer, therefore to work the tour of duty "without remuneration" of such sick or disabled employee. The Chief, if necessary, shall arrange the change of duties.

10-18 Upon request, an employee shall be required to produce or present to the office of the Fire Chief, a certificate from a qualified medical practitioner attesting to his medical condition and ability before reporting on duty at no cost to the employee.

10-19 Every employee who is at the time of his retirement actively engaged at his duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity, on one, but not both, of the following basis:

a) On the date of retirement, he may be granted a sick leave gratuity in cash equal to his salary, wages or other remuneration for one-half the number of days standing to his credit and in any event not in excess of the amount of one-half year's salary or earnings at the rate received by him immediately prior to termination of employment, or,

b) With the consent of the Fire Chief, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for a period equal to one-half the number of days standing to his credit and in any event, not in excess of a period of six (6) months, such leave shall be completed as of the normal retirement date.

10-20 Any employee who on termination of his employment with the Corporation and has at least five (5) year's of service, or the estate of an employee who dies while in the employ of the City having at least five (5) year's service, shall be entitled to receive pay for the period equal to one-half the number of days standing to his credit and, in any event, not in excess of the amount of one-half year's earnings at the rate received by him immediately prior to termination of employment.

10-21 Each permanent employee of the Port Colborne Fire Department shall have all his sick leave credits transferred should the Corporation merge, amalgamate or combine any of its operations, or functions with, or transfer them to another municipality.

10-22 Any employee injured during the course of outside employment shall not be permitted to use his sick leave credits.
SECTION 11 PENSIONS

11-01 The present pension plan now in force for employees is to be continued; each eligible employee is required to become a member of the OMERS Pension Plan as a condition of employment in accordance with the terms of the OMERS Pension Plan itself.
SECTION 12  SALARIES

12-01  (1) Corporation is agreeable to prepare a job description for Acting Chief in the absence of the Chief.

The rate to pay for:
   Acting Chief will be 120% of 1st Class.
   Captain/Fire Prevention Officer will be 113% of 1st Class.
   1st Class Firefighter will be 100% of 1st Class.
   2nd Class Firefighter will be 92% of 1st Class.
   3rd Class Firefighter will be 82% of 1st Class.
   4th Class Firefighter will be 70% of 1st Class.
   Probationary Firefighter will be 65% of 1st Class.

** the flat rate will be reviewed twice a year to reflect regional average (dates to be mutually agreed upon).

   (2)  (a) Attached hereto and forming part of this agreement is Salary Schedule "A" for the period of January 1st, 2005 to December 31st, 2005.

   (b) The salary scale for the position of Fire Prevention Officer shall be the same as a Captain. Persons qualified to be an Acting Captain shall be paid the rate of Captain when appointed to fulfill the duties of Captain.

   (3) The municipality agrees to maintain regional average effective January 1st, 2005.

12-02 Members of the Port Colborne Professional Firefighters Association shall be paid on the basis of 26 pay periods per year, day to be determined at the discretion of the Corporation and efficiency of its operation.
SECTION 13  SERVICE PAY

13-01 Each Fire Fighter of the Fire Department shall be paid during the last pay period in November, service pay in accordance with the following scale:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Service Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years service</td>
<td>$ 60.00 per annum</td>
</tr>
<tr>
<td>10 years service</td>
<td>$120.00 per annum</td>
</tr>
<tr>
<td>15 years service</td>
<td>$180.00 per annum</td>
</tr>
<tr>
<td>20 years service</td>
<td>$240.00 per annum</td>
</tr>
<tr>
<td>25 years service</td>
<td>$300.00 per annum</td>
</tr>
</tbody>
</table>
SECTION 14  **OFF DUTY PAY**

14-01 The employer agrees to pay each Fire Fighter three dollars ($3.00) for every alarm answered off duty and for every practice session attended while off duty, payable the first pay period of December of each year of this contract.
SECTION 15  PROMOTIONS AND SENIORITY

15.01 For promotion up to and including the rank of 1st Class Firefighter, the following examination procedure shall apply - the obtaining of a total average mark of 70% in oral, practical and written examination, which will be taken from the Fire Department Approved Training Manual (IFSTA) and Provincial Professional Standards as issued by the OFM. Any grade below 70% shall require the firefighter within 32 working days to be re-examined in that particular area.

15.01(a) Upon completion of the first six (6) continuous months the Probationary Class Firefighter will be required to successfully complete an oral, written and practical exam prior to promotion to Fourth Class.

15.01(b) Upon completion of one (1) full year as a Fourth Class Firefighter, the Fourth Class Firefighter will be required to successfully complete an oral, written and practical exam prior to promotion to Third Class.

15.01(c) Upon completion of one (1) full year as a Third Class Firefighter, the Third Class Firefighter will be required to successfully complete an oral, written and practical exam prior to promotion to Second Class.

15.01 (d) Upon completion of one (1) full year as a Second Class Firefighter, the Second Class Firefighter will be required to successfully complete an oral, written and practical exam prior to promotion to First Class.

15.01 (e) A Firefighter must attain an overall percentage of at least 70% in each examination category.

    The examination shall be conducted by the Chief with one designate from the Association present as an observer.
15-02 **Promotion Above the Rank of First Class Firefighter**

All job openings and vacancies above the rank of 1st Class Fire Fighter up to and not including Deputy Chief, shall be posted for a period of thirty (30) days before promotional exams, promotions or advancement in rank to higher rated position.

Transfer to new job or vacancy shall be made on the following basis:

1) No person shall be considered for promotion or advancement or transfer to a vacancy or new job above rank of 1st class firefighter unless he has at least five (5) years as a 1st class firefighter and unless he/she shall have obtained not less than 70% total marks on the Departmental Evaluation and Qualification Examinations which includes written, oral and practical examinations held for the purpose of determining those members of the department who are qualified for promotion and advancement to the rank, job or position under consideration.

2) The person selected shall be the person having the greatest seniority of those persons who have qualified.

3) All questions for promotion examinations shall come from the approved manual used for training by the Port Colborne Fire Department and general knowledge questions developed by the Chief.

15-03 In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work. Former employees re-entering the service after continuity of service has been broken by a reason (Her Majesty's Service excepted), shall be considered new employees and seniority shall start as of the date they re-enter the service.

15-04 Should the Corporation merge, amalgamate or combine any of its operations or functions with, or transfer them to another municipality, the Corporation will attempt to arrange for retention of seniority rights, salary and wage levels, for each employee of the Corporation who thus becomes part of such other municipality.

15-05 In the event of a cut back, the last person hired is to be the first laid off and the last laid off is to be the first recalled.

15-06 4th Class & Probationary Firefighters will not be required to respond alone to an alarm.
Any employee who willingly withdraws from the Port Colborne Professional Firefighters Association and is subsequently reinstated by the Corporation into the bargaining unit may have all unbroken years of service with the Corporation apply only to Section 6.01(Vacation) and subject to the Corporation approval to award vacation credits at the pre-reinstatement level to the employee affected.

For all seniority purposes which pertain to the Collective Agreement, the person reinstated will be considered a new hire, at a position no higher than that of First Class Firefighter and having the lowest seniority rights with the Association.
SECTION 16  LEAVE OF ABSENCE

16-01  (a)  (1)  The President and any two members of the Executive of the Association shall be granted such leave of absence as may be necessary for the proper performance of the duties of their office to the extent that the regular operation of the service of the Department will permit, at the discretion of the Chief.

(2)  At the Chief’s discretion, leave of absence for up to three (3) months may be granted to an employee, provided that the employee does not work in any occupation for his own gain during this leave of absence.

(3)  During this leave of absence, the member shall not receive a salary, all benefits will be paid for the first thirty-two (32) days of his leave. The employee, after the thirty-two (32) days, will reimburse the City of Port Colborne the costs of said benefits for the balance of the leave of absence.

(4)  The member may remain in all health and life insurance plans and contribute to the pension plan, provided that the member pays 100% of the premium costs in accordance with paragraph 3 of this section. When the member returns to active duty, he shall resume all benefits that he enjoyed prior to his leave of absence.

(b)  Any member of the Port Colborne Fire Department who is required to, or voluntarily requests attending the Ontario Fire College or other educational training and such request is approved by the Fire Chief, shall be reimbursed mileage allowance equivalent to that established by the Regional Municipality of Niagara and amended by the Region from time to time and/or out of pocket expenses approved by the Fire Chief on a receipt basis. City owned vehicles may be used according to availability and approval by the Fire Chief.
16-02 **Compassionate Leave**

An employee shall be granted one tour off to be taken immediately, not at another date, without loss of salary to attend a funeral in the case of the death of a mother, father, spouse, daughter, son, sister, brother, mother-in-law, father-in-law, grandchild of the employee. An employee shall be granted one (1) day's leave without loss of salary to attend the funeral in the case of a death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent and grandparent of spouse, provided the employee attends the funeral. An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew.

Where the burial occurs outside a one hundred and fifty (150) mile radius of the municipality, such leave shall include one (1) additional day travelling time.
SECTION 17  **UNIFORMS AND EQUIPMENT**

**17-01** All full-time employees of the Fire Department shall be supplied with:

a) a dress uniform and winter parka and jacket on a replacement needs basis as approved by the Fire Chief;

b) duty clothing (fatigues) on an annual basis consisting of three (3) shirts, three (3) pairs of work pants, one (1) winter sweater, one (1) pair of overalls;

c) black safety toed shoes up to one hundred and thirty dollars ($130.00) including taxes on a replacement needs basis as approved by the Fire Chief.

**17-02** Each firefighter shall be supplied with approved fire turnout gear which must meet current standards. Said clothing to be furnished as required.

**17-03** Probationary firefighters shall not be supplied with dress uniform as per 17-01 until such time as their probationary period has expired.

**17-04** Corporation to pay for dry cleaning uniforms at discretion of the Fire Chief.

**17-05** An employee shall not receive a clothing issue in the year of their retirement, nor shall they be expected to return to the Corporation any of the clothing set out in Section 17-01 of the Agreement.
SECTION 18 GRIEVANCE PROCEDURE

18-01 Grievance may be investigated and negotiated during working hours, but shall be terminated immediately on an alarm of fire or other emergency.

18-02 Should any difference arise between the supervisor and any employee, the employee shall first discuss such difference with his/her immediate supervisor and then an honest effort shall be made to settle such difference without undue delay.

18-03 An employee who is not satisfied with the decision at Step One shall file a written grievance through the Union Bargaining Committee within three (3) days of the incident. The Fire Chief shall hold a meeting of the parties and shall give his answer in writing within seven (7) days of receiving the written grievance.

18-04 Written - Step 3
If the decision of the Fire Chief is unsatisfactory, the Bargaining Committee shall submit the grievance in writing to the City C.A.O. within seven (7) calendar days from the answer of the Fire Chief. The C.A.O. of the City shall hear the grievance within seven (7) calendar days of it being filed. The four (4) members of the Bargaining Committee along with the griever shall have the privilege of appearing before the C.A.O. and shall have the privilege of supplementing the written grievance by oral statement. The C.A.O. shall render a written decision with seven (7) calendar days of the date of the hearing.

18-05 Written - Step 4
If the decision of the C.A.O. is unsatisfactory to the griever, the Bargaining Committee may request a hearing with General Committee of Council “in camera”. The said request to meet with Council shall be filed within seven (7) days after the C.A.O.’s decision is received. The General Committee of Council “in camera” shall hear the appeal within thirty (30) calendar days. The General Committee of Council shall give a written decision within seven (7) days of the hearing date.

18-06 Arbitration
If the grievance is not settled with the General Committee of Council, the Bargaining Committee may request arbitration as provided in the “Fire Protection and Prevention Act, 1997, Section 53”.

** When the new act is proclaimed the name will be changed to reflect that proclamation.

__________
18-07 Notwithstanding anything herein contained before any punishment involving discharge or reduction in rank is imposed, the Fire Chief shall notify the Association in writing giving details of the proposed punishment and the basis for the punishment.

At the request of the member against whom such punishment is proposed to be applied, two members of the Port Colborne Professional Firefighters Association shall be permitted to be present at the time and place punishment is imposed.

18-08 (i) A claim by an employee that he/she has been unjustly disciplined shall be included and considered as a grievance starting at Step Three.

(ii) A claim by an employee that he/she has been unjustly discharged/terminated shall be considered under Step Three of the grievance procedure. If the matter is not settled at Step Three or Step Four, the matter shall be submitted for an independent review in accordance with Section 44 of the Fire Protection and Prevention Act, 1997.

** When the new act is proclaimed the name will be changed to reflect that proclamation.

18-09 No grievance shall be considered in any steps in the grievance procedure required by this agreement if either party fails to give it’s answer within the allotted time limit. The grievance shall be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given. Either party may extend the time limit in this article by mutual agreement.

18-10 If at any step of the Grievance Procedure either party fails to submit grievance within the period specified, it shall be deemed to be ended. The parties may extend any time limit in this article by mutual agreement.
SECTION 19  ARBITRATION

19-01  The parties agree to bargain in good faith in accordance with the provisions of the Fire Protection and Prevention Act, 1997, and amendments thereto. “If a difference arises between the parties relating to the interpretation, application, administration of this agreement, including any question as to whether a matter is arbitrable, or if an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established in this agreement, notify the other party in writing of it’s desire to submit the difference or allegation”, according to Section 53 of the Fire Protection and Prevention Act, 1997.

**  When the new act is proclaimed the name will be changed to reflect that proclamation.
SECTION 20  PROTECTION

20-01 The employer agrees to Indemnify the full time firefighters and save them harmless from all suits for damages, costs, charges, expenses or proceedings where they suffer any allegations as a result of anything they did or failed to do in the performance of their duties, excluding always, the negligence by the said full time firefighter.
SECTION 21 JURY DUTY

21-01 A Firefighter who is called upon to serve as a Juror or as a witness in a legal proceeding, shall be granted full salary, or wages for the period of such services, provided he shall make application to the Fire Chief or his representative, and deposit with the City, through the Personnel Office, the full amount of compensation received for such services, but not to include travelling expenses. It is understood that any applicable overtime is to be paid in accordance with Section 4-04 of the Contract.
SECTION 22  SAFETY COMMITTEE

22-01  A Safety Committee composed of two (2) management personnel and two (2) union personnel shall be formed. This Committee which will meet at a minimum on a quarterly basis shall make written recommendations to the appropriate Committee of Council through the City Administrator for the purpose of improving safety for firefighters.
SECTION 23 DISCIPLINE

23-01 If an employee who has been warned or suspended for other than irregular attendance, maintains a clear record for one (1) year following his/her last warning or suspension, the employee's record shall be cleared as of the end of such period.
SECTION 24  DURATION

24-01  This Agreement shall continue in effect from the first day of January 1st, 2005, until December 31st, 2005.

24-02  Within a period of not more than sixty (60) days and not less than thirty (30) days prior to expiry date of the current contract or prior to expiry date in a subsequent year thereto, either party proposing to amend this Agreement will give the other party notice in writing of the requested amendments to this Agreement and then both parties shall re-open and negotiate in good faith with respect to the proposed amendments, and the remaining provisions will automatically renew themselves of any provisions of this Agreement having in view the completion of a new amended Agreement prior to December 31st of any said year.

24-03  If at any time during negotiations as provided for in 24-02 of this Article, either party may come to the conclusion that an Agreement cannot be reached, then the provisions of the Fire Protection and Prevention Act, 1997, Section 49, shall apply.

** *When the new act is proclaimed the name will be changed to reflect that proclamation.*

24-04  This contract shall be retroactive to January 1st, 2005.
IN WITNESS WHEREOF the employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Port Colborne Professional Fire Fighters Association has caused this instrument to be executed by their proper officers hereunto duly authorized, the day and year first written above.

THE CORPORATION OF
THE CITY OF PORT COLBORNE

LOCAL 2307
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
THE PORT COLBORNE PROFESSIONAL
FIREFIGHTERS

ROBERT COTTERILL, P. ENG., CAO

DOUGLAS BANNER, PRESIDENT

PETER SENESE, DCCS.

TERRY CZERLAU, VICE PRESIDENT

TOM CARTWRIGHT, FIRE CHIEF

JOSEPH BILODEAU, SECRETARY

TAMMY MORDEN, H R COORDINATOR

SANDY MACINTYRE, TREASURER
PORT COLBORNE FIREFIGHTERS
WAGE SCHEDULE “A”

Schedule A

This schedule to be updated to 2005 rates upon confirmation of the ratification of the Fire Agreements on which regional averaging is based.

August 2004

<table>
<thead>
<tr>
<th>Position</th>
<th>Percentage</th>
<th>Salary</th>
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<tbody>
<tr>
<td>Captain /Fire Prevention Officer</td>
<td>113%</td>
<td>74,558.81</td>
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<td>1&lt;sup&gt;st&lt;/sup&gt; Class Firefighter</td>
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<tr>
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<td>54,104.63</td>
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<tr>
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<tr>
<td>Probationary Firefighter</td>
<td>65%</td>
<td>42,887.81</td>
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SIDE BAR LETTER TO:

AGREEMENT

BETWEEN: THE CORPORATION OF THE CITY OF PORT COLBORNE

AND: THE PORT COLBORNE PROFESSIONAL FIREFIGHTERS ASSOCIATION

1. The Corporation and the Association agree that only members of the Port Colborne Professional Firefighters Association operate first away pumpers on a regular shift.

2. The present platoon structure shall be maintained to guarantee a minimum two (2) man response consisting of a Captain or Acting Captain and Firefighter.

Executed at the City of Port Colborne, by the Negotiation Committees, June 9, 2003.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Robert Cotterill, P. Eng., CAO

Peter Senese, DCCS

Tom Cartwright, Fire Chief

Tammy Morden, H. R. Coordinator

LOCAL 2307 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS THE PORT COLBORNE PROFESSIONAL FIREFIGHTERS

Doug Banner, President

Terry Czerlau, Vice President

Joseph Bilodeau, Secretary

Sandy MacIntyre, Treasurer
EXECUTED at the City of Port Colborne, Ontario this _______ day of December, 2004.

________________________________ _____________________________
Ron Bodner, Mayor                                      Doug Banner, President

________________________________ _____________________________
Janet Beckett, Clerk                                   Terry Czerlau, Vice President