

**Waterloo Professional Fire Fighters
Association**

and

**The Corporation of the City of
Waterloo**

Collective Agreement 2015-2017

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THIS AGREEMENT made as of the 17th day of May, Two Thousand and Eighteen.

BETWEEN:

THE CORPORATION OF THE CITY OF WATERLOO, hereinafter called the "Employer"

OF THE FIRST PART

- and -

THE WATERLOO PROFESSIONAL FIRE FIGHTERS ASSOCIATION hereinafter called the "Employees"

OF THE SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purposes of more effectively defining duties, privileges, working conditions and remuneration, respecting the employment of the said "Employees".

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. EMPLOYEES COVERED

- 1.1. The provisions of this Agreement shall apply to all full-time fire fighters of Waterloo Fire Rescue with the exception of the Fire Chief, two (2) Deputy Fire Chiefs and the Assistant Deputy Chief. The Assistant Deputy Chief position is an agreed advancement of the fourth (4th) excluded position under the Fire Protection and Prevention Act.
- 1.2. Each new employee shall be deemed to be a probationer for the first twelve (12) consecutive months of employment and the provisions of this Agreement shall apply to probationers unless specifically stated otherwise.
- 1.3. The remuneration of the full-time fire fighters of Waterloo Fire Rescue shall be payable every second Thursday. No employee shall leave the employ of Waterloo Fire Rescue without giving two week's notice in writing to the Chief.

2. RECOGNITION

- 2.1. The Employees Committee duly authorized to act as such, shall be the bargaining agent for all employees.
- 2.2. Each employee shall be a member of the Waterloo Professional Fire Fighters Association and shall be required as a condition of employment to contribute to the said Association such dues as are from time to time authorized, levied and collected from the general membership of the said Association.
- 2.3. The Employer is authorized to automatically deduct from the employee's pay monthly dues and forward those dues monthly to the treasurer of the Association.

3. EMPLOYER'S RIGHTS

- 3.1. It is the exclusive function of the Employer to:
 - a) maintain order, discipline and efficiency;
 - b) hire, assign, direct, promote, demote, classify, transfer, lay-off, recall; to discharge, suspend or otherwise discipline employees for reasonable cause;
 - c) determine in the interest of efficient operation, the standard of service;
 - d) generally manage the operation in which the Employer is engaged and without restricting the foregoing, the right to plan, direct and control operations.

The foregoing clauses are subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this agreement and in the Fire Protection and Prevention Act, as amended, or applicable legislation and subject to the rights of the employees concerned to lodge a grievance in the manner and extent herein provided.

4. HOURS OF WORK

- 4.1. Each full-time fire fighter shall be required to work a two-platoon system consisting of an average of forty-two (42) hours a week, as per the attached schedule (**See Appendix "C"**) or any other schedule mutually agreed upon, with the exception of fire prevention personnel. Fire prevention personnel shall be required to work an average of forty (40) hours a week as per the attached schedule (**See Appendix "D"**).

- 4.2. Each full-time fire fighter shall be entitled to two days off in every calendar week on a rotating system.
- 4.3. The Chief may grant the request of any two fire fighters to change their shifts or days off.
- 4.4. For the purpose of this agreement a "shift" shall constitute one full working day or one full working night.

5. OVERTIME AND CALL-BACK

- 5.1. All employees shall be paid for all authorized overtime hours worked in excess of their regular shift as outlined in this section. Overtime hours worked shall be credited to each employee on a time and one-half basis unless specifically stated otherwise.

Day personnel shall have the option of receiving payment or time off in lieu of overtime accumulated.

- 5.2. Overtime hours worked following a regular shift of one (1) hour or less shall be credited on a straight time basis with a minimum of one (1) hour's credit. All overtime hours worked, which exceed one (1) hour following the regular shift, shall be credited on a time and one-half basis.
- 5.3. Employees, who are called in to report for duty at any time that is not within two (2) hours of the commencement of their regular shift, shall be paid a minimum credit for each call-in of three (3) hours at the regular overtime rate.

Employees who are called in to report for duty within two (2) hours of the commencement of their regular shift (from 6:00 to 8:00 hours and from 16:00 to 18:00 hours) shall be paid for the credited hour(s) at the regular overtime rate. This clause will apply similarly to day staff based on their hours of work.

- 5.4. Employees, who are required as part of their regular duties to attend court at hours in excess of their regular shift, shall be paid for all hours worked on a straight time basis with a minimum credit of five (5) hours for the morning court session and a minimum credit of five (5) hours for the afternoon court session.

Should court time be required while the employee is working night shift(s), the employee will be granted the night shift off before court and the night shift off of the day of court as special leave with regular pay. In this circumstance the employee will not receive any further compensation

- 5.5. All overtime hours owed to each individual fire fighter will be paid by the next pay period or on termination of employment whichever comes first.

- 5.6. The payment outlined in Article 5.5 will be based on the individual's average annual salary of the year in which the overtime was accumulated (e.g., 2011 average salary for December 31, 2011 overtime) divided by standard annual hours of work for the position multiplied by the hours owing.
- 5.7. The Employer will provide pager pay of eighteen dollars (\$18.00) per day to any employee required by the Chief or Deputy Chiefs to carry a pager
- 5.8 Overtime for employees who are requested to attend meetings and/or training sessions on a voluntary basis by the Corporation, Fire Chief, Deputy Chiefs, and/or any other senior administrator, and attended these meetings, shall receive banked time owing credited on a time and one- half basis.
- 5.9 Time owing shall not exceed a maximum of 96 hours of banked time. Banked time owing in excess of 96 hours will be paid out on a bi-annual basis at the second pay in June and the second pay in December.

6. HOLIDAYS

- 6.1. All full-time fire fighters of Waterloo Fire Rescue shall be granted two (2) weeks vacation with pay in each calendar year on completing one (1) full year of service, except as modified hereinafter.
- 6.2. All full-time fire fighters of Waterloo Fire Rescue, on completing four (4) years of continuous service, shall be granted three (3) weeks vacation in each calendar year. All full-time fire fighters of Waterloo Fire Rescue, on completing ten (10) years of continuous service, shall be granted four (4) weeks vacation in each calendar year. All full- time fire fighters of Waterloo Fire Rescue, on completing sixteen (16) years of continuous service shall be granted five (5) weeks vacation in each calendar year. All full-time fire fighters of Waterloo Fire Rescue, on completing twenty-four (24) years of continuous service, shall be granted six (6) weeks vacation in each calendar year.
- 6.3. All full-time fire fighters commencing employment with the City in January or February will receive three (3) days vacation during their initial year.

All full-time fire fighters commencing employment with the City in March or April will receive two (2) days vacation during their initial year.

All full-time fire fighters commencing employment with the City in the months of July and August will receive vacations as stated in the forgoing clauses and an additional three (3) days vacation during their increment year.

All full-time fire fighters commencing employment with the City in the months of September and October will receive vacations as stated in the foregoing clauses and an additional two (2) days vacation during their increment year.

6.4. Vacations shall not be cumulative for any employee and the choice of vacation will be under a system mutually agreed upon (**See Appendix “E”**).

6.5. In determining the number of days of vacation, the period from July 1st to June 30th shall be used.

7. LIEU DAYS

7.1. All full-time fire fighters of Waterloo Fire Rescue shall be granted thirteen (13) duty days off in lieu of statutory holidays or declared holidays; such holidays shall be taken in three units composed of four consecutive duty shifts each under a schedule mutually agreed upon (See Appendix “E”) with the exception of “Family Day”. A probationer shall receive one (1) lieu day off each full month in which they work in the initial calendar year.

Day personnel shall receive a total of thirteen statutory or declared holidays off.

8. BENEFITS

8.1. If an employee is absent from work as a result of a compensable accident or illness, the Employer shall, during such absence:

- a) advance to the employee on their regular pay day an amount equal to that which the Workplace Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workplace Safety and Insurance Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter, and
- b) pay to the employee on their regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his normal net take-home pay after all appropriate deductions have been made. Deductions for income tax will be based on the employer-paid portion of the employee’s pay. All other deductions will be based on the employee’s normal gross pay.

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Workplace Safety and Insurance Board.

The adjustment required by this provision will be made by adjusting the employee's year-end tax remittance and adjusting their T-4 form accordingly. The adjustment will be made by determining the amount paid by the Workplace Safety and Insurance Board and then applying the tax deduction as set out in Section 4, Part 4, — Tax Deductions on Special Payments, Lump Sum Payment. This amount of tax will be deducted from the employee's year-end tax remittance and T-4 form.

- 8.2.** Sick leave credits shall accumulate to each employee's credit at the rate of 1½ working days per month of service to a maximum of eighteen (18) working days per year. Each employee shall be allowed to accumulate a credit for the difference between eighteen (18) working days per year and the number of working days that the employee was absent due to a non-occupational illness in that year, and such credit shall accumulate to an unlimited number of days. Each employee shall receive full salary during absence due to non- occupational illness for a maximum period of time as determined by the total sick leave credits credited to each employee.
- 8.3.** For the purposes of this section each shift lost shall constitute one (1) working day. Where less than a full shift is lost the number of hours absent shall be divided by the number of hours in the shift being worked to calculate the fraction of the day lost.
- 8.4.** The Employer shall have the right to take such steps as may be necessary to ascertain whether or not an employee is malingering.
- 8.5.** Upon termination of employment, a full-time fire fighter shall be entitled to be paid fifty (50) percent of their accumulated allowance provided their new employer will not accept the transfer of the employee's accumulated sick leave allowance. It is agreed that payment of all sick leave severance payments is conditional upon an employee having a minimum ten (10) years of continuous service with the Employer.
- 8.6.** At early retirement, subject to the approval of the Employer, an employee shall be entitled to take fifty (50) percent of their accumulated allowance as paid holidays.
- 8.7.** At normal retirement an employee shall be entitled to be paid fifty (50) percent of their accumulated allowance.
- 8.8.** In the event of death, the beneficiary as shown on the Group Insurance Record shall be paid fifty (50) percent of the number of the days accumulated sick leave to the employee's credit as set out above.
- 8.9.** The rate of pay shall be based on the employee's current annual salary.

- 8.10. The length of payment shall be calculated by dividing the said fifty (50) percent of the accumulated allowance by four (4) to arrive at the number of weeks or fraction thereof.
- 8.11. The fifty (50) percent payment as stipulated and outlined in Articles 8.5, 8.6, 8.7 and 8.8, shall at no time be in excess of the amount of one-half ($\frac{1}{2}$) year's earnings.
- 8.12. The Employer shall assume one hundred percent (100%) of the premium cost of providing group benefit coverage, currently in effect or equivalent, for each active employee covered by this Agreement. In the event that the City would like to change from the current benefits carrier they will provide to the Association at least sixty (60) days notice of the change along with the specifications, coverage and conditions of the benefits provided by the new carrier. Any dispute between the parties regarding any of the benefits, conditions, specifications and coverage provided by the current benefit carrier and those provided by the new carrier shall be referred first to a meeting of the parties prior to such a dispute being referred to Article 21.
- 8.13. Any future delisted coverage, by the Ontario Health Insurance Plan, that is not currently specified as covered, will be the responsibility of the employee. "Currently in effect" means Sun Life Financial Plan #87230.

Dental Plan:

- a) The Insured Dental Fee Schedule will be amended each January 1, to the O.D.A. Fee Schedule of the previous year.
- b) Insured dependents under nineteen (19) years of age will be covered for pits and fissures sealants.
- c) Maximum orthodontic coverage on the basis of 50% reimbursement will be three thousand (\$3,000) lifetime for each member, their spouse and the insured dependents.
- d) The dental plan will provide coverage for crowns, bridges and dentures on the basis of 50% reimbursement to a maximum of two thousand five hundred dollars (\$2,500) per year for each member, their spouse and insured dependents.
- e) The dental plan will provide for a nine month recall.
- f) **The Life Insurance Policy and The Accidental Death & Dismemberment Insurance Policy** will each be provided at the rate of two (2) times the employee's current salary to the nearest \$1,000 for each individual employee. This payment will satisfy the requirements of the employee rebate under the Employment Insurance Regulations

governing the Reduction of Employer's Premiums.

- g) **Dependent life insurance** coverage will be ten thousand dollars (\$10,000) per spouse and five thousand (\$5,000) per child.
 - h) **Vision care** coverage will be four hundred and fifty dollars (\$450.) every 24 months for each member, spouse and insured dependent. This amount may apply to glasses, contact lenses or laser eye surgery.
 - i) **Out of Province Emergency and Travel Assistance** coverage will be for all active employees, their spouses and insured dependents.
 - j) **L.T.D.** shall have a benefit formula based on 70% of monthly earnings with a maximum of \$6,000 per month.
 - k) **The prescribed drug plan** will provide coverage for all drugs legally requiring a prescription with the exception of anti-obesity and erectile dysfunction drugs which will be subject to the pre-authorization process. Any charges associated with the completion of the pre-authorization forms will be at the cost of the employee. Dispensing fees charged for these drugs will be capped at \$10.00, per prescription. Over-the-counter (OTC drugs) which do not require a prescription will not be eligible, with the exception of selected life sustaining drugs.
 - l) Generic drug substitution unless no generic drugs are available or the physician directs that a generic substitute is not allowed by writing "no substitution" on the prescription.
 - m) **Chiropractic coverage** will be six hundred dollars (\$600) per calendar year.
 - n) **Psychology, psychiatrist, registered counselor** one thousand five hundred dollars (\$1,500).
- 8.14.** The Employer will provide benefits to retired employees prior to the retiree employee's sixty-fifth (65th) birthday as outlined in the provisions of **APPENDIX "A" BENEFITS TO RETIREE EMPLOYEES.**
- 8.15.** A disabled fire fighter, on receipt of payments under the Long Term Disability plan, will continue coverage under the Extended Health Care and Dental plan for a maximum period of twenty-four (24) months provided the fire fighter pays fifty (50%) percent of the premium cost of these plans on a schedule determined by the Chief Human Resources Officer.

9. SALARIES AND INCREMENTS

9.1 Recognition Pay

- a)
 - i. In the year a member of the Fire Suppression and/or Fire Prevention Division completes 8 years of service in those Divisions, in Waterloo, they will receive an additional 3% of a 1st Class fire fighter's salary as recognition pay, which will commence on the member's anniversary date of hire;
 - ii. In the year a member of the Fire Suppression and/or Fire Prevention Division completes 17 years of service in those Divisions, in Waterloo, they will receive an additional 6% of a 1st Class fire fighter's salary as recognition pay, which will commence on the member's anniversary date of hire;
 - iii. In the year a member of the Fire Suppression and/or Fire Prevention Division completes 23 years of service in those Divisions, in Waterloo, they will receive an additional 9% of a 1st Class fire fighter's salary as recognition pay, which will commence on the member's anniversary date of hire;
 - iv. For the purposes of this article, "years of service" shall be defined in article 11.2.
- b) Amounts paid under Article 9.1. (a) as recognition pay will be added to the member's base salary as set out in Article 9.2. and will form part of the member's regular annual salary. It is understood that this annual salary will be included as a pensionable earning as defined by OMERS and will be used to determine all entitlements under the collective agreement that are presently calculated on the basis of a member's regular annual salary.
- c) The eligibility for recognition pay is subject to the following:
 - i. A member is in receipt of a valid DZ License in Fire Suppression and Fire Prevention. Fire Prevention staff holding a valid G License currently must maintain a minimum of a G License.
 - ii. A member must provide an annual Medical Declaration to verify a physical examination by a qualified medical doctor, to the Corporation by December 31st of each year or within 60 days of the anniversary of the previous year's Declaration date. The Corporation may request a Doctor's note in order to validate the annual physical examination. The cost of obtaining the doctor's note will be borne by the Corporation.

- iii. A member may not be under suspension or demotion due to disciplinary action.

9.2 Salary Schedules

Salary Schedule July 1, 2017

Classification	Increase	
	01-Jul-16	
Platoon Chief	128%	\$124,531
Chief Fire Prevention Officer	128%	\$124,531
Senior Captain (Acting Platoon Chief)	118%	\$114,802
Captain	118%	\$114,802
Captain Training Officer	118%	\$114,802
Captain Fire Prevention Officer	118%	\$114,802
Fire Fighter/Mechanical Officer	118%	\$114,802
Fire Fighter/Mechanic (A)	110%	\$107,019
Public Education/Fire Prevention Officer	108%	\$105,073
Fire Prevention Officer	108%	\$105,073
1st Class Fire Fighter	100%	\$97,290
2nd Class Fire Fighter	91.41%	\$88,933
3rd Class Fire Fighter	82.81%	\$80,566
4th Class Fire Fighter	74.22%	\$72,209
Probationer Fire Fighter	65.62%	\$63,842

Recognition Pay		
8yrs - 3%	17yrs - 6%	23yrs - 9%
\$2,919	\$5,837	\$8,756
\$127,450	\$130,369	\$133,287
\$127,450	\$130,369	\$133,287
\$117,721	\$120,640	\$123,558
\$117,721	\$120,640	\$123,558
\$117,721	\$120,640	\$123,558
\$117,721	\$120,640	\$123,558
\$117,721	\$120,640	\$123,558
\$109,938	\$112,856	\$115,775
\$107,992	\$110,911	\$113,829
\$107,992	\$110,911	\$113,829
\$100,209	\$103,127	\$106,046

(A) Up to the rank of 1st Class Fire Fighter, the premium pay will be 10% of current salary for a Fire Fighter/Mechanic.
\$97,290.00

Salary Schedule January 1, 2016

Classification	Increase	
	01-Jul-16	
Platoon Chief	128%	\$123,849
Chief Fire Prevention Officer	128%	\$123,849
Senior Captain (Acting Platoon Chief)	118%	\$114,173
Captain	118%	\$114,173
Captain Training Officer	118%	\$114,173
Captain Fire Prevention Officer	118%	\$114,173
Fire Fighter/Mechanical Officer	118%	\$114,173
Fire Fighter/Mechanic (A)	110%	\$106,433
Public Education/Fire Prevention Officer	108%	\$104,498
Fire Prevention Officer	108%	\$104,498
1st Class Fire Fighter	100%	\$96,757
2nd Class Fire Fighter	91.41%	\$88,446
3rd Class Fire Fighter	82.81%	\$80,124
4th Class Fire Fighter	74.22%	\$71,813
Probationer Fire Fighter	65.62%	\$63,492

Recognition Pay		
8yrs - 3%	17yrs - 6%	23yrs - 9%
\$2,903	\$5,805	\$8,708
\$126,752	\$129,654	\$132,557
\$126,752	\$129,654	\$132,557
\$117,076	\$119,979	\$122,881
\$117,076	\$119,979	\$122,881
\$117,076	\$119,979	\$122,881
\$117,076	\$119,979	\$122,881
\$117,076	\$119,979	\$122,881
\$117,076	\$119,979	\$122,881
\$109,335	\$112,238	\$115,141
\$107,400	\$110,303	\$113,206
\$107,400	\$110,303	\$113,206
\$99,660	\$102,562	\$105,465

(A) Up to the rank of 1st Class Fire Fighter, the premium pay will be 10% of current salary for a Fire Fighter/Mechanic.
\$96,757.00

Salary Schedule July 1, 2016

Classification	Increase	
	01-Jul-16	
Platoon Chief	128%	\$121,779
Chief Fire Prevention Officer	128%	\$121,779
Senior Captain (Acting Platoon Chief)	118%	\$112,265
Captain	118%	\$112,265
Captain Training Officer	118%	\$112,265
Captain Fire Prevention Officer	118%	\$112,265
Fire Fighter/Mechanical Officer	118%	\$112,265
Fire Fighter/Mechanic (A)	110%	\$104,654
Public Education/Fire Prevention Officer	108%	\$102,751
Fire Prevention Officer	108%	\$102,751
1st Class Fire Fighter	100%	\$95,140
2nd Class Fire Fighter	91.41%	\$86,967
3rd Class Fire Fighter	82.81%	\$78,785
4th Class Fire Fighter	74.22%	\$70,613
Probationer Fire Fighter	65.62%	\$62,431

Recognition Pay		
8yrs - 3%	17yrs - 6%	23yrs - 9%
\$2,854	\$5,708	\$8,563
\$124,633	\$127,488	\$130,342
\$124,633	\$127,488	\$130,342
\$115,119	\$117,974	\$120,828
\$115,119	\$117,974	\$120,828
\$115,119	\$117,974	\$120,828
\$115,119	\$117,974	\$120,828
\$115,119	\$117,974	\$120,828
\$115,119	\$117,974	\$120,828
\$107,508	\$110,362	\$113,217
\$105,605	\$108,460	\$111,314
\$105,605	\$108,460	\$111,314
\$97,994	\$100,848	\$103,703

(A) Up to the rank of 1st Class Fire Fighter, the premium pay will be 10% of current salary for a Fire Fighter/Mechanic.
\$95,140.00

Salary Schedule January 1, 2016

	Increase	
Classification	01-Jan-16	
Platoon Chief	128%	\$121,025
Chief Fire Prevention Officer	128%	\$121,025
Senior Captain (Acting Platoon Chief)	118%	\$111,570
Captain	118%	\$111,570
Captain Training Officer	118%	\$111,570
Captain Fire Prevention Officer	118%	\$111,570
Fire Fighter/Mechanical Officer	118%	\$111,570
Fire Fighter/Mechanic (A)	110%	\$104,006
Public Education/Fire Prevention Officer	108%	\$102,115
Fire Prevention Officer	108%	\$102,115
1st Class Fire Fighter	100%	\$94,551
2nd Class Fire Fighter	91.41%	\$86,429
3rd Class Fire Fighter	82.81%	\$78,298
4th Class Fire Fighter	74.22%	\$70,176
Probationer Fire Fighter	65.62%	\$62,044

Recognition Pay		
8yrs - 3%	17yrs - 6%	23yrs - 9%
\$2,837	\$5,673	\$8,510
\$123,862	\$126,698	\$129,535
\$123,862	\$126,698	\$129,535
\$114,407	\$117,243	\$120,080
\$114,407	\$117,243	\$120,080
\$114,407	\$117,243	\$120,080
\$114,407	\$117,243	\$120,080
\$114,407	\$117,243	\$120,080
\$114,407	\$117,243	\$120,080
\$106,843	\$109,679	\$112,516
\$104,952	\$107,788	\$110,625
\$104,952	\$107,788	\$110,625
\$97,388	\$100,224	\$103,061

(A) Up to the rank of 1st Class Fire Fighter, the premium pay will be 10% of current salary for a Fire Fighter/Mechanic.
\$94,551.00

Salary Schedule January 1, 2015

	Increase	
Classification	01-Jan-15	
Platoon Chief	128%	\$118,828
Chief Fire Prevention Officer	128%	\$118,828
Senior Captain (Acting Platoon Chief)	118%	\$109,544
Captain	118%	\$109,544
Captain Training Officer	118%	\$109,544
Captain Fire Prevention Officer	118%	\$109,544
Fire Fighter/Mechanical Officer	118%	\$109,544
Fire Fighter/Mechanic (A)	110%	\$102,117
Public Education/Fire Prevention Officer	108%	\$100,261
Fire Prevention Officer	108%	\$100,261
1st Class Fire Fighter	100%	\$92,834
2nd Class Fire Fighter	91.41%	\$84,860
3rd Class Fire Fighter	82.81%	\$76,876
4th Class Fire Fighter	74.22%	\$68,901
Probationer Fire Fighter	65.62%	\$60,918

Recognition Pay		
8yrs - 3%	17yrs - 6%	23yrs - 9%
\$2,785	\$5,570	\$8,355
\$121,613	\$124,398	\$127,183
\$121,613	\$124,398	\$127,183
\$112,329	\$115,114	\$117,899
\$112,329	\$115,114	\$117,899
\$112,329	\$115,114	\$117,899
\$112,329	\$115,114	\$117,899
\$112,329	\$115,114	\$117,899
\$112,329	\$115,114	\$117,899
\$104,902	\$107,687	\$110,472
\$103,046	\$105,831	\$108,616
\$103,046	\$105,831	\$108,616
\$95,619	\$98,404	\$101,189

(A) Up to the rank of 1st Class Fire Fighter, the premium pay will be 10% of current salary for a Fire Fighter/Mechanic.
\$92,834.00

9.3. For salary change purposes from the time of commencement of employment with Waterloo Fire Rescue, the following procedure shall apply to all full-time fire fighters below 1st Class.

- a) Upon completion of the first twelve (12) months of service with Waterloo Fire Rescue a minimum of seventy (70%) percent in practical, oral and written examination.

9.4. The same procedure to apply to each of the following stages:

- a) Upon the completion of one full year as a Fourth Class Fire Fighter.
- b) Upon the completion of one full year as a Third Class Fire Fighter.
- c) Upon the completion of one full year as a Second Class Fire Fighter.

In the event of an applicant fails to attain the seventy (70%) percent they shall have the right, after thirty (30) days, of trying the practical, oral and written examination. In the event an applicant is unsuccessful they may try the practical, oral and written examinations after one full year from the date of the first examination. During this interval, no increment adjustments shall apply. Failing to attain seventy (70%) percent of the third examination on any of the above stages, they may be subject to dismissal.

9.5. ACTING RANK

Any full-time fire fighter, who acts in the capacity of a Captain, Senior Captain, or Platoon Chief without holding such permanent rank, shall be paid by the Employer the salary rate of a Captain, Senior Captain or Platoon Chief for each full shift worked.

One day's shift pay is to be calculated at the rate of one, one hundred and eighty-two (1/182) times an employee's annual salary. The selection of employees to act in such higher positions shall at all times be at the discretion of the Chief, or Deputy Chiefs, in accordance with the Promotional Policy.

9.6. ONTARIO FIRE COLLEGE

- a) Employees attending the Ontario Fire College will be reimbursed transportation to and from the Fire College with a mileage expense of \$0.46/km.

Furthermore notwithstanding Article 5.8:

For courses lasting more than five (5) days, one (1) day prior to the commencement of, and two (2) days following the completion of the course will be granted off if the employee is required to work as part of their regularly scheduled work shift on the said days.

In the event that the courses are for five (5) days duration, one (1) day prior to the commencement of, and one (1) day following the completion of the course will be granted off if the employee is required to work as part of their regularly scheduled work shift on the said days.

In the event that the courses are less than five (5) days duration, one (1) day will be granted if the employee is required to work as part of their regularly scheduled work shift on the shift either before or after the course. One shift either immediately before or immediately after the course will be taken off.

- b) Employees requested by the Fire Chief or the Deputy Fire Chief, to participate in an Ontario Fire College Course, delivered in the field, shall be remunerated as per Article 5.8 and reimbursed for costs as per Article 9.7

Employees designated by the Ontario Fire College as Associate Instructors and requested by the Fire Chief or Deputy Fire Chief, to deliver an Ontario Fire College course, shall be remunerated as per Article 5.8, and reimbursed for costs as per Article 9.7

9.7. OTHER COURSES

Employees requested by the Fire Chief/ Deputy Fire Chief to attend a course **outside** the Region of Waterloo will have the following costs paid by the employer: (1) course fees; (2) provision of a vehicle or reimbursement for fuel used to attend the course; (3) parking fees; (4) meals not included with the said course as specified by the employer. Receipts are required.

Employees requested by the Fire Chief/ Deputy Fire Chiefs to attend a course **inside** the Region of Waterloo will have the following costs paid by the employer: (1) course fees; (2) parking fees; (3) meals not included with the said course as specified by the employer. Receipts are required.

- 9.8.** Should Waterloo Fire Rescue require certifications or trade licenses from an employee to conduct duties requiring certification, the cost of such certifications and renewal shall be borne by the city.

10. JOB VACANCY

- 10.1.** No position in Waterloo Fire Rescue which has become vacant by reason of: death, retirement, resignation, long-term disability, staff changes, or dismissal of an employee who has not been re-instated; and

which has not been abolished by the Employer, shall be left unfilled for a period of more than one hundred and twenty (120) days unless mutually agreed upon.

11. SENIORITY

- 11.1.** All promotions in Waterloo Fire Rescue shall be based upon the recommendations of the Chief, having regard to seniority of years of service and efficiency. Promotions above the rank of First Class Fire Fighter shall be subject to a six (6) month trial period. In the event an individual proves unsatisfactory during the trial period, the individual shall be returned to their previous position and salary and any other employee promoted or transferred as a result of the re-arrangement of jobs shall be returned to their former position and salary.

- 11.2.** For seniority of years of service, an employee's length of service shall be calculated from the date of first employment with Waterloo Fire Rescue.

An employee whose continuity of service has been broken, other than service in the Armed Forces, or in the case of lay-off, which are dealt with below, shall be considered a new employee and seniority of years of service of such employee shall be calculated from the date of re-entry.

An employee's seniority shall be broken and the employee shall no longer be regarded as a full-time fire fighter covered by this Agreement and the Employer shall not be obligated to rehire the employee, if:

- a) An employee resigns voluntarily.
- b) An employee retires.
- c) An employee is discharged and not reinstated.
- d) An employee has been absent from work for a period of four (4) consecutive working days without permission or a reason acceptable to the Employer.
- e) An employee has been on layoff for a period of time as stated in Article 11.4.
- f) An employee fails to return to work after recall from layoff within

the time periods stated in Article 11.6.

- 11.3.** In the event of a recall after layoff of full-time fire fighters of Waterloo Fire Rescue, the following factors shall apply:
- a) Seniority with Waterloo Fire Rescue.
 - b) Qualifications and skill to perform the work required.

In accordance with the above factors, the last full-time fire fighter hired shall, in the case of layoff, be the first laid off, and the last full-time fire fighter laid off, shall be the first rehired.

- 11.4.** In the event of a layoff for a period of time, equal to one-half ($\frac{1}{2}$) the length of a full-time fire fighter's seniority, or for a period of twenty-four (24) months, whichever is the lesser, their name shall be removed from the seniority list and they shall no longer be regarded as a full-time fire fighter covered by this Agreement, and the Corporation shall not be obligated to rehire them.
- 11.5.** In the event the Corporation rehires a former fire fighter whose seniority has been broken, such former fire fighter may be rehired and classified at any one of the job title levels listed in Article 9. - Salary Schedule, up to and including the rank of First Class Fire Fighter, to fill an existing vacancy.
- 11.6.** Failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Corporation by registered or certified mail, sent to the laid off former full-time fire fighter by the Corporation, and failure to return to work after an additional seven (7) calendar days following such notification shall result in the laid off fire fighter's name being struck from the seniority list. If the laid off fire fighter notifies the Corporation within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name may be passed over and the next in line of seniority shall be recalled.

A copy of the original notice of recall sent to each former full-time fire fighter shall be forwarded to the Waterloo Professional Fire Fighters Association immediately, for their information.

These time limitations may extend for valid reasons, such as sickness, death in the family, accident and other legitimate reasons.

Regardless of previous rank, a recalled fire fighter shall accept the job title and appropriate salary level for the vacant position to be filled. They will be reinstated to their former rank, if appropriate, without examination, only if such vacancy occurs within two (2) years of the date of their return to service as a full-time fire fighter.

- 11.7. In the event of layoff, benefits for laid off full-time fire fighters shall continue for a period of three (3) months from the date of layoff at the employer's expense and may be continued for a further maximum period of time as specified in Article 11.4 at the employee's expense provided that the laid off employee makes payment of the total premiums in advance to the City Treasurer in accordance with a schedule drawn up by the Director of Human Resources and provided the coverage has not been discontinued by the carrier.

12. WATERLOO FIRE RESCUE RULES AND REGULATIONS

- 12.1. The Waterloo Fire Rescue Rules and Regulations shall be deemed to constitute part of this Agreement and shall be observed by all employees. Such rules shall be consolidated in pamphlet from time to time at the expense of the Employer and copies thereof distributed to each employee.

13. LEAVE OF ABSENCE

- 13.1. Three (3) delegates only, who may from time to time be authorized and designated by members of the Association, to attend the Annual Convention of the Ontario Professional Fire Fighters Association, shall be granted, subject to the approval of the Chief, such time off duty as might be required for attendance at such Convention, but not exceeding twelve (12) days, and provided the regular operation of Waterloo Fire Rescue will permit.

- 13.2. Three (3) members of the Employees Committee, duly elected or appointed, shall be granted such time off duty as may be required for attendance at negotiating meetings with the Employer, subject to the approval of the Chief and provided the regular operation of Waterloo Fire Rescue will permit.

- 13.3. Employees shall be granted three (3) days leave, from the day of the death, without loss of salary, when a death occurs in the immediate family of that employee and, if needed, an additional shift shall be granted by the Chief or Deputy Chiefs to attend the funeral service. The immediate family is defined as parent; spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law and sister-in-law and equivalent legal step relationship

Employees shall be granted one (1) day shift or night shift of leave the day of the funeral if they are a pallbearer in a funeral on the day shift.

- 13.4. Employees who are required to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of their jury or witness service, such employee shall present to the Fire Chief a satisfactory certificate showing the period of such service. During such service, the employee will not suffer a

loss of wages when taking into consideration compensation received for this service, excluding mileage and travelling expenses.

13.5 Employees are entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, 2000, R.S.O. c41. and include top-up benefits as outlined below:

- 1) Seventy-five (75%) percent of the member's regular weekly earnings for the one (1) week employment insurance waiting period, and
- 2) The difference between seventy-five (75%) percent of the member's regular weekly earnings and the sum of the member's regular weekly employment insurance benefits for a maximum period of sixteen (16) weeks after completion of the one (1) week waiting period, for **Pregnancy Leave**, and
- 3) The difference between seventy-five (75%) percent of the member's regular weekly earnings and the sum of the member's regular weekly employment insurance benefits for the a maximum period of ten (10) weeks after completion of a (1) week waiting period for **Parental Leave**.
- 4) If the waiting period applies to your parental leave, you shall receive a total of 10 weeks which includes the 1 week waiting period.

14. ABSENTEEISM AND SICK LEAVE MANAGEMENT

14.1.

- a) The City may require any fire fighter whose attendance record indicates pattern absenteeism to provide a medical form (attached) for any subsequent absence during the twelve months following notice. If the pattern absenteeism continues during the 12 months, this requirement may be extended by the employer.
- b) In order for a medical form to be satisfactory, it must certify that the physician is satisfied that the fire fighter is unable to attend work because of illness of injury.
- c) Each employee shall use the form appended to this agreement.
- d) If the information supplied by a fire fighter is incomplete or raises concerns in the opinion of City's physician, the City's physician is hereby authorized to contact the physician of the fire fighter to secure any additional information necessary to determine the legitimacy of the absence. The physician of the City shall maintain patient confidentiality respecting personal medical information and simply advise the City whether or not the absence is medically justified.

14.2.

- a) If a firefighter is absent for more than three (3) consecutive working days, for medical reasons, he or she may be requested to have a Doctor's note or the completed medical forms (Appendix F) submitted to the Deputy Chiefs before their return to work. The City shall pay the reasonable cost of any such certificate.
- b) If the physician of the City has any questions respecting the information provided, he or she is hereby authorized to contact the physician of the fire fighter to secure any additional information. If there is a dispute between the physicians, the City may require it to be resolved by sending the fire fighter to an independent third physician agreed upon by the City's physician and the physician of the fire fighter.
- c) Failing this agreement, an independent doctor shall be appointed by an arbitrator designated for this purpose. All medical information shall be kept confidential.

15. PENSIONS

- 15.1.** Employees shall be entitled to any benefit and privilege for which they can qualify under the pension plan which is now in force in the municipality. New employees shall contribute to the plan as soon as they are eligible.
- 15.2.** Employees shall be entitled to have representation at general meetings held pertaining to the pension plan, and receive notice of such meetings.
- 15.3.** It is agreed by the parties as a bonafide requirement due to the nature of the work to be performed by each employee that each employee shall be retired automatically from service in Waterloo Fire Rescue upon attaining the age of sixty (60) years.
- 15.4.** The Employer shall provide, in addition to the basic Pension Plan as provided by O.M.E.R.S., the Type I Supplementary 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.

16. UNIFORMS AND EQUIPMENT

- 16.1.** Each full-time fire fighter shall be supplied with the clothing listed on Appendix "B" attached and forming part of this Agreement on an "as needed basis".
- 16.2** Purchase orders for the necessary clothing will be completed in the current year.

- 16.3** Full-time fire fighters shall be supplied with clothes designed for fire fighting duties consisting of one (1) pair of fire fighting boots, one (1) set of bunker type gear consisting of pants and coat, one (1) helmet, one (1) pair of gloves, one (1) balaclava one (1) SCBA face piece, and accountability tags. Said clothing to be furnished as required.
- 16.4** Such uniforms and equipment shall be deemed to be the property of Waterloo Fire Rescue and the last issue shall be turned over and accounted for to Waterloo Fire Rescue on termination of employment.

17. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 17.1.** Waterloo Fire Rescue shall have a Joint Health and Safety Committee consisting of a least four members, at least half of the members must represent the employees. The committee must meet at the workplace once every three (3) months. Members shall be paid when attending the meetings. The Joint Health and Safety Committee rights and responsibilities are to:
- a) Identify workplace hazard(s).
 - b) Obtain information from the employer about any existing or potential hazards in the workplace or workplace testing for safety purposes.
 - c) Make recommendations to the employer to improve workplace health and safety.
 - d) Investigate work refusals.
 - e) Investigate serious accidents.
 - f) Obtain statistical data from the Workplace Safety and Insurance Board.
 - g) With the permission of the employee, either party receiving documentation regarding that employee, such as injury, exposure or WSIB forms, shall upon receipt, provide a copy of the said documents to the other party within the committee.

18. DISCIPLINE AND DEVOTION TO DUTY

- 18.1.** All employees shall conform to and obey all by-laws and regulations in force which are applicable to such employees insofar as they do not conflict with the Fire Protection and Prevention Act or with the terms of this Agreement or any extension or renewal thereof.
- 18.2.** Each employee shall be a full-time employee of the City of Waterloo and

any employee doing any work (moonlighting) which may impair their effectiveness in their capacity as a municipal employee (e.g. work ultimately needing City of Waterloo municipal approval) may be subject for the first offence, to suspension of not less than one (1) week at the discretion of the supervising Fire Chief or Commissioner, and, for the second offence, up to dismissal.

- 18.3.** Full-time fire fighters shall not be required to do duties other than those pertaining to Waterloo Fire Rescue duties except janitorial work in and about the fire hall.

19. OPERATIONAL CHANGE

- 19.1.** The Employees agree that the Employer has the right to study, introduce or implement new or improved methods, facilities or equipment. Where the introduction of a technological change or a reorganization in Waterloo Fire Rescue will result in the loss of employment, lay-off or demotion of employees, the Employer will:

- a) Notify the Association in writing of its intention to implement such change or changes at least sixty (60) days prior to their introduction. Such notice shall contain:
 - i) The nature and degree of change,
 - ii) The date or dates on which the Employer plans to effect the change(s),
 - iii) The location(s) involved,
 - iv) The effects of the change(s) on each classification of employee.
- b) Following said notice, the Employer will meet with representatives of the Employees, as soon as practical, but in any event not later than thirty (30) days prior to the date of implementation, to discuss fully the implications of the change(s).
- c) In the event the change to be implemented is a “technological change” and would result in the loss of employment or lay-off of any employee, the Employer agrees that without mutual agreement, no employee covered by this Agreement, save and except probationary employees, shall suffer loss of employment, provided the employee was in the employ of the Corporation at the time the aforementioned notice was given by the Employer.

19.2. The words, “technological change” in this Article mean:

- a) The introduction by the Employer of new equipment or material or equipment or material of a different nature or kind than previously utilized; and,
- b) A change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.

20. CONTRACTING OUT

20.1. Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this Agreement shall be performed by another employee of the City who is not covered by this Agreement or by a person who is not an employee of the City.

21. LABOUR/MANAGEMENT COMMITTEE

21.1. The parties agree to maintain a Labour/Management Committee consisting of the Fire Chief, Deputy Fire Chiefs, a representative of the Human Resources Department and three (3) representatives of the Association Executive. This Committee will review and discuss general areas of concern with the exception of any matter that falls within the grievance and arbitration procedures of the collective agreement. The Committee will meet quarterly and/or at the request of either party.

22. GRIEVANCE PROCEDURE

22.1 A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the interpretation, application, administration or alleged violation of the provisions of this Agreement.

22.2 The Association shall appoint a Grievance Committee of three (3) members in accordance with its constitution and by-laws for the purpose of attempting to settle any grievances, which may arise, in accordance with the following procedure. The Association shall notify the Employer of the names of the employees serving as members of, and any changes in the Grievance Committee.

22.3 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) days before the submission of the grievance

- 22.4** The word "day" shall mean calendar day, excluding Saturdays, Sundays and statutory holidays, for the purpose of this Article. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Association.
- 22.5** Should the City fail to comply with the identified time limits, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.
- 22.6** Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Before resorting to the Formal Grievance Procedure below, the complaint, which may lead to a formal grievance, should be discussed with the immediate supervisor, in an effort to resolve the complaint.
- 22.7** In the event that an employee covered under this Collective Agreement has a potential grievance, the employee shall, as quickly as possible, bring the matter to the Grievance Committee. The Grievance Committee shall give due consideration to any matter brought to it by a member, and if they are satisfied that there is just cause for a grievance it shall be reduced to writing, setting out the nature of the grievance and the remedy sought. The grievance shall then be taken forward as follows:

Step 1: Within five (5) days after the matter giving rise to the grievance first arose the grievance shall be filed with the Fire Chief or Deputy Chiefs, and a meeting shall be scheduled as quickly as possible, to try to resolve the matter. The Fire Chief or Deputy Chiefs shall render his/her decision in writing within five (5) days from the date of the meeting.

Step 2: Failing satisfactory settlement within five (5) days after receiving the written decision under Step 1, the Grievance Committee, shall present the grievance, in writing, to the CAO of the City of Waterloo, and a meeting shall be scheduled as quickly as possible, with the CAO or their designated representatives, to try to resolve the matter. A decision shall be given in writing within fourteen (14) days after the grievance was first presented to the CAO.

Step 3: Failing settlement through the procedures set out in Steps 1 and 2 above, the Fire Chief, the CAO (or designate), shall apprise Council of the Grievance.

Upon agreement of both parties the matter in dispute shall be submitted to a Mediation process.

Step 4: Failing settlement through the procedures set out in Steps 1, 2 and 3 above, the matter in dispute shall be submitted to a Board of Arbitration appointed in the manner set out in the Fire Protection and Prevention Act, 1997 and all relevant amendments thereto.

23 STAFFING

23.1. There will be a minimum on duty staff of 17 (seventeen) qualified fire fighting personnel in the suppression division.

24 ARBITRATION

24.1. In the event of any controversy concerning the interpretation or administration of this Agreement and in the event a satisfactory adjustment cannot be reached between the Parties hereto the matter of dispute shall be submitted to a Board of Arbitration as prescribed by the Fire Protection and Prevention as amended.

25 INDEMNIFICATION

25.1. Where an employee is charged with a criminal or statutory offence directly related to their duties, while on duty, and is subsequently acquitted of such charges, the said employee shall be reimbursed for any reasonable expenses incurred as a result of such charges. No legal expenses will be reimbursed unless prior written notification is submitted to the Chief or Deputy Chiefs.

26. SUCCESSOR RIGHTS

26.1. In the event that the Corporation participates in or is involved in any process which may lead to the possibility of amalgamation, consolidation, or merger of the Corporation or all or part of Waterloo Fire Rescue with any other entity, or a transfer, disposition, privatization or joint venture in respect of all or part of Waterloo Fire Rescue, the Corporation shall immediately consult with the Association, providing full disclosure of such plans forthwith.

No such freely negotiated amalgamation, consolidation, merger or other restructuring specified above may take place unless the Corporation first obtains the consent of the Association in respect of all aspects of any such restructuring, including any agreements in respect thereto, which may effect this Agreement or the terms and conditions of employment or members of the bargaining unit.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and all positions in the bargaining unit, personnel holding the position, salaries, benefits and working conditions will be maintained.

27 DURATION

- 27.1.** This agreement shall remain in force from the first day of January, 2015 to the last day of December, 2017 and thereafter shall automatically be renewed from year to year until notice of termination or proposed revision of any provision hereof, to be given by either party, in writing, to the proper official of the other party (the Chief Human Resources Officer of the Corporation and the President of the Association) not earlier than ninety (90) days and not later than sixty (60) days prior to the expiring date. In the event that notice of such proposed revision is given, negotiations thereon shall commence not later than thirty (30) days after the expiring date unless both parties agree, in writing, to an extension. All provisions hereof not so terminated or proposed to be revised to continue in full force and effect.

APPENDIX “A” BENEFITS TO RETIRED EMPLOYEES

The Corporation will pay 100% of the premium cost of O.H.I.P., Extended Health Care and Dental coverage for an employee Voluntarily electing retirement until the retired employee's sixty-fifth (65th) birthday, subject to the following conditions:

- 1) This program will be extended only to employees voluntarily electing retirement before the age of sixty-five (65) and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is fifty-five (55) years of age or older for an age sixty-five (65) normal retirement date or fifty (50) years of age or older for an age sixty (60) normal retirement date and is in receipt of a retirement pension from O.M.E.R.S.
- 2) The retiring employee must have a minimum of ten (10) years continuous employment with the Corporation at the time of retirement to be eligible for this program.
- 3) The above benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's sixty-fifth (65th) birthday.
- 4) It will be the retired employee's responsibility to ensure that the City Human Resources Department has a correct mailing address at all times.
- 5) The benefits to be extended will be the Extended Health Care Plan and Dental Plan currently in effect, notwithstanding Articles 8.13 (f).
- 6) Should certain benefits that are reimbursed under the Ontario Health Insurance Plan (OHIP) cease to be reimbursed by OHIP, the retirees shall be responsible for the cost of such benefits.

APPENDIX “B” CLOTHING

Fire Suppression

Item	Frequency
1 Dress tunic, pants, shirt, cap, white gloves and 2 ties	Every 5 years
1 Three Season jacket	Every 5 years
6 Duty wear shirts (long or short sleeve)	Every 2 years
4 Duty wear pants	Every 2 years
1 Pair steel toe shoe Black oxford (for duty wear)	Every year
1 Job Shirt	Every 2 years
2 T-Shirts	Every year
1 Ball Cap	Every 2 years
Winter toque	Every 2 years

Fire Prevention

Item	Frequency
1 Dress tunic, pants, shirt, cap, white gloves and 2 ties	Every 5 years
1 Three Season jacket	Every 5 years
6 Duty wear shirts (long or short sleeve)	Every 2 years
4 Duty wear pants	Every 2 years
1 Pair steel toe shoe Black oxford (for duty wear)	Every year
1 Uniform Sweater	Every year
2 T-Shirts	Every year
1 Ball Cap	Every 2 years
Winter toque	Every 2 years

APPENDIX “C” FORTY-TWO HOUR SCHEDULE

Nights or Days	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa							
N D	<u>1st Week</u>							<u>2nd Week</u>							<u>3rd Week</u>													
	A	A		A	AC	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C	B	B	B	B	D	D	
N D	<u>4th Week</u>							<u>5th Week</u>							<u>6th Week</u>													
	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C	C	B	B	B	D	D	D	D	A	A
N D	<u>7th Week</u>							<u>8th Week</u>							<u>9th Week</u>													
	B	B	D	D	D	D	A	A	A	A	C	C	C	C	B	B	B	B	D	D	D	A	A	A	A	C	C	C
N D	<u>10th Week</u>							<u>11th Week</u>							<u>12th Week</u>													
	D	A	A	A	A	C	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C	B	B	B	B
N D	<u>13th Week</u>							<u>14th Week</u>							<u>15th Week</u>													
	C	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C	C	C	B	B	B	D	D	D	D
N D	<u>16th Week</u>																											
								B	B	B	D	D	D	D														

Two-platoon system consisting of an average of forty-two (42) hours a week on a sixteen (16) week cycle. The night shift is fourteen (14) hours and the day shift is ten (10) hours.

“A”, “B”, “C” and “D” indicates the four (4) shifts.

APPENDIX “D” FIRE PREVENTION SCHEDULE

SUN.	MON.	TUE.	WED.	THU.	FRI.	SAT.
1	2	3	4	5	6	7
	PLT. 1	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 2	
8	9	10	11	12	13	14
	PLT. 1	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 2	
15	16	17	18	19	20	21
	PLT. 1	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 2	
22	23	24	25	26	27	28
	PLT. 1	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 1 PLT. 2	PLT. 2	
29	30	31				
	PLT. 1	PLT. 1 PLT. 2	Etc...			

Two-platoon system consisting of a forty (40) hour week.

APPENDIX “E” SYSTEM FOR PICKING VACATIONS AND LIEU DAYS IN THE FIRE SUPPRESSION DIVISION

- 1) The Platoon Officers will make up a Platoon vacation and lieu day schedule sheet for the holiday year.
- 2) On the sheet they will enter the names of the fire fighters who are scheduled to work at the Children’s Safety Village, attend the Ontario Fire College or any other authorized course (if staff are attending for one (1) day or more at the course the whole week must be blocked off).
- 3) Those Platoons who have less than full Platoon compliment will pick holidays as if they have a full Platoon compliment. For the staff shortage they can enter nine (9) designed picks (DP) for each person short on their schedule. These designated picks should be entered in less favourable spots previous to picking holidays.
- 4) Taking the above into consideration, a calculation will be made as to how many one (1) week picks are needed to fill each week shift up to four(4) individuals.
- 5) A calculation will be made of the total Platoon vacation and lieu day entitlement.
- 6) Using the above two calculations, subtract the step 4 calculation from the step 5 calculation, the difference will give you the number of five (5) pick weeks that will be necessary to fulfil your Platoon’s vacation and lieu day entitlement.
- 7) Pick your Platoon holidays in our normal way by seniority; keep track of the number of five (5) pick weeks, when it reaches your Platoon’s entitlement you may no longer have any five (5) pick weeks. (Note: if your Platoon’s entitlement fills the year with five (5)) weeks and you need some six (6) pick weeks. Use the above system and keep the five (4) pick weeks to the absolute minimum).
- 8) A maximum of four (4) Officers or Acting Officers are allowed off at one time.

APPENDIX “F” RETURN TO DUTY CERTIFICATE AND FUNCTIONAL ABILITIES FORM



City of Waterloo FUNCTIONAL ABILITIES FORM



SECTION A (PLEASE PRINT) - TO BE COMPLETED BY THE EMPLOYEE				
Last Name:		First Name:		
Home Address:				Postal Code:
Date of Injury/Illness:	Job Title at Time of Injury/Illness:			
Command:	Station:	Division:	Platoon:	Nature of Accommodation Request: <input type="checkbox"/> Work Related <input type="checkbox"/> Off Duty Injury <input type="checkbox"/> Illness <input type="checkbox"/> Pregnancy
AUTHORIZATION				
I hereby authorize the release of all personal health information to be released by my health professional as requested in the Functional Abilities Form to the City of Waterloo/Waterloo Fire Rescue, so that my Employer may:				
<ul style="list-style-type: none"> provide employment accommodation to me; manage my return to work from a medical leave; and otherwise assess my ability to perform job duties 				
Employee's Signature _____			Date: _____	

Definitions: Health Professional - is a member of a college of a health profession as defined the Regulated Health Professions Act, 1991 (RHPA). Health professionals include but are not limited to:

- physicians and surgeons (WSIB)
 - chiropractors (WSIB)
 - dentists and oral surgeons
 - massage therapists (WSIB)
 - occupational therapists
 - optometrists
- Physiotherapists (WSIB)
 - psychologists
 - registered nurses (extended class)
 - registered nurses, and (WSIB)
 - speech therapists

SECTION B - INFORMATION FOR HEALTH PROFESSIONAL

JOB PROFILES

It is the intent of the following information to assist you, the Health Professional, in determining the employee's functional abilities and readiness to return to duty by outlining the nature of the various positions and their related stresses.

Firefighters Duties – General

Firefighters currently work 24 hr. shifts. Shift activities vary, but include station maintenance duties such as lawn cutting and window washing, training activities which mimic emergency responses, and of course the response to actual emergency situations such as vehicle accidents, structure fires, hazardous chemical spills and medical emergencies. Firefighters are often required to enter oxygen deficient and/or toxic environments. In so doing, protective clothing and equipment must be worn, including self-contained breathing apparatus, helmets, boots, gloves, and special fire resistant turn-out clothing.

The total mass of the protective equipment is approximately 25 kg and is often worn while performing strenuous work and for periods of up to an hour or more with little opportunity to remove it and rest.

The atmosphere inside a burning building contains products of combustion, flames and heat; in addition, during fire extinguishment with water spray, steam is created, resulting in almost 100% humidity and elevated ambient temperatures.

With these conditions, compounded by the insulating properties of the protective clothing, natural body cooling efforts virtually cease to function, resulting in elevated body-core temperatures.

Many firefighters routinely exhibit early signs of heat exhaustion during strenuous fire attack procedures.

Firefighters are required to perform many tasks requiring a great degree of physical effort including:

- search for, and rescue victims, carrying or dragging them to safety;
- maneuvering fire hose which is heavy and hard to handle due to the nozzle reaction forces during water discharge (similar to dragging and holding 50 – 100 kg or more);
- carry, raise and climb ladders;
- climb flights of stairs to reach upper floors in high-rise buildings, carrying firefighting equipment up to 50 kg or more;
- lift, carry and operate portable pumps, electrical generators and power tools, etc. some of which the mass is from 20 kg to 50 kg or more;
- Repetitive bending, lifting, swinging, pulling and pushing from various positions, including such as on a sloped roof, from a ladder, or in a crawling/crouching position; and
- Selected firefighters are required to drive and operate fire apparatus such as cars, vans, rescue units, pumpers, tankers and aerial devices. Many of these units are considered heavy-vehicles, and require a skilled operator who is physically fit and alert.

In addition to the physical demands, there are related psychological stresses, as firefighters never know when the next alarm will sound.

Depending upon the time of day or night, firefighters may go from a totally relaxed state, even sleeping, to a fully excited state when the alarm sounds. Research has indicated that heart rates can virtually double at this time.

Captains Duties – General

Captains are crew supervisors who may be expected to perform many of the same physical functions as a firefighter. They are exposed to the same working environments and physical demands including wearing all of the same personal protective equipment. In addition, Captains must be able to function within the incident command structure and assume the role incident command. Incident command, commands, controls, and coordinates the overall response and must do so by exercising good judgement under stressful situations.

They are additionally responsible to the Platoon Chief for assisting in the management of the platoon which includes:

- Personnel
- Training
- Career counseling
- Emergency operations
- Public relations
- Administrative duties (including note-taking, computer data entry etc.)
- Leading and supervising emergency response teams

Depending upon the time of day or night, Captains may go from a totally relaxed state, even sleeping, to a fully excited state when the alarm sounds. Research has indicated that heart rates can virtually double at this time.

Platoon Chief Duties – General

Platoon Chiefs are shift supervisors who perform almost exclusively supervisory duties. Generally they do not enter toxic environments or engage in physically demanding work. They work the same shifts as firefighters and Captains however, and respond to emergencies as part of the emergency response team. They generally drive themselves to emergency scenes in smaller vehicles (vans, cars etc.) and remain in a position where they can oversee the operations of their crew.

Their duties are subject to more psychological stressors because they are responsible for all of the actions taken during emergency responses in a “command” capacity including the safety of the community and all of their individual crew members. Platoon Chiefs must be able to function within the incident command structure and assume the role of incident command. Incident command commands, controls, and coordinates the overall response and must do so by exercising good judgement under stressful situations.

They perform many administrative functions within the office environment that include:

- "Office" work such as data entry
- Personnel scheduling (management of time off, vacations, etc.)
- Career counseling
- Performance evaluations
- Public relations
- Meetings attendance (departmental, corporate)

Depending upon the time of day or night, Platoon Chiefs may go from a totally relaxed state, even sleeping, to a fully excited state when the alarm sounds. Research has indicated that heart rates can virtually double at this time.

Fire Prevention Division Duties – General

Staff assigned to the Fire Prevention Division generally works a steady day shift, Monday through Friday, 8:30 am through 4:30 PM. Based in a typical office environment, Fire Prevention staff are assigned to conduct fire safety inspections, provide public education activities such as delivering lectures to selected audiences, fire cause determination or staff supervision activities. They are assigned to operate passenger type automobiles, SUV's or pick-up trucks and when conducting inspections, they can be required to walk long distances and/or climb stairs. Writing, note-taking and keyboarding skills are required to prepare inspection reports. Conducting thorough fire inspections requires a high degree of technical expertise and therefore staff assigned to conduct and supervise these activities may be subject to significant stress levels under certain conditions. Frequently, public education activities require that staff assemble large displays, carry fire extinguishers and other activities which may be physically demanding.

When conducting fire cause determination activities, fire prevention staff members may be required to wear special personal protective clothing including coveralls, work or rubber boots, gloves, helmets and respiratory protection (particulate filter masks) and enter buildings or sites that have a variety of post fire hazards such as burnt structural members, standing water, unstable footing etc. Post fire investigations may also require staff to perform heavy lifting or shoveling to move debris etc. Many of these activities occur outside of normal working hours.

SECTION C - TO BE COMPLETED BY HEALTH PROFESSIONAL WHEN THE EMPLOYEE IS UNABLE TO RETURN TO FULL DUTIES			
What Period Can Recovery of Usual Functional Abilities be Anticipated?	<input type="checkbox"/> 1-3 Days	<input type="checkbox"/> 4-7 Days	<input type="checkbox"/> 8-14 Days
	<input type="checkbox"/> 15-26 Days	<input type="checkbox"/> 1-2 Months	<input type="checkbox"/> 2-3 Months
	<input type="checkbox"/> Over 3 Months	<input type="checkbox"/> Over 6 Months	<input type="checkbox"/> Over 1 Year
Ability To Return To Work (Check one only)	<input type="checkbox"/> Able to return to work immediately without limitations and restrictions <input type="checkbox"/> Able to return to modified duties <input type="checkbox"/> Unable to participate in any work, including modified duties for _____ Days or _____ Weeks <input type="checkbox"/> Permanent restrictions		

DRIVING

Are they able to operate a vehicle? YES NO

SHIFTS

Are they able to work rotating shifts? YES NO

Are they able to work 24 hr. shift? (Fire Suppression) YES NO

Are they able to work 10 hr. shift? (Fire Prevention) YES NO

Returning to Full Hours: YES or Partial Hours (see below):

Hours/Day _____ to increase by _____ hours in _____ week(s)

(Example: 4 hours/day to increase by 2 hours in 2 weeks)

Duration of restrictions: _____ week(s)

Estimated time of full recovery: _____ week(s)

Date of return to attending Health Professional for review of limitations and restrictions: _____ week(s)

PLEASE INDICATE LIMITATIONS & RESTRICTIONS				
A: SITTING/STANDING/MOVING	Occasional (0-33%)	Frequent (34-66%)	No Limitations	Comments
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Crawling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Climbing Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Climbing Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B: LIFTING FLOOR TO WAIST				
Sedentary (up to 4.5 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light (4.6 - 9.0 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Medium (9.1 – 22 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
LIFTING WAIST TO SHOULDER				
Sedentary (up to 4.5 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light (4.6 - 9.0 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Medium (9.1 – 22 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
LIFTING ABOVE SHOULDER				
Sedentary (up to 4.5 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light (4.6 - 9.0 kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Medium (9.0 - 22kgs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C: UPPER BODY	Occasional (0-33%)	Frequent (34-66%)	No Limitations	Comments
	Left	Right	Both	
Pushing/Pulling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Carrying	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reaching Forward (over 45 cm)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reaching Overhead (over 178 cm)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Manual Dexterity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D: LOWER BODY REQUIREMENTS				
Crouching/Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bending/Twisting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E: COGNITIVE DEMANDS	Severe Impairment	Minor Impairment	No Impairment	Please Specify
Judgement, Evaluation and Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Learning, Processing and Memory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Complex Decision Making	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Communication-Verbal and Written	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Organization and Planning Ability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Multi-tasking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Attention & Concentration Exposure: -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
- Emotional Situations Exposure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
- Confrontational Situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

COMMENTS/SPECIFIC LIMITATIONS & RESTRICTIONS: (Please describe any additional related medical restrictions pertaining to effects of medication, driving vehicles or operating equipment, physical exertion, vibration, work environment, work hours or reason for permanent disability (no TREATMENT or DIAGNOSIS))

Signature of Health Professional _____ Date: _____

The Corporation offers a very flexible Return To Work Program. It is not the intent of the Corporation of Waterloo to rush an injured/ill employee back to work but to offer modified duties where the employee is capable of working, yet unable to perform his/her regular duties until the illness and/or injury has healed. If you require further information regarding the Return To Work Program, please call Human Resources at 519-747-8709. This Form can also be faxed back to the City of Waterloo at 519-747-8511.



City of Waterloo
RETURN TO DUTY CERTIFICATE



SECTION D - PLEASE COMPLETE ONLY WHEN EMPLOYEE IS BEING CERTIFIED TO RETURN TO WORK

Waterloo Fire Rescue requires this "Return to Duty Certificate" be completed prior to the employee's return to duty in order to ensure the employee's health and wellbeing will not be jeopardized by their return to work related duties.

A firefighter's return to active duty is subject to the City's acceptance of the Health Professional's written authorization to do so.

Having read the foregoing, I certify that _____
is able to return to active duty with Waterloo Fire Rescue on _____ with no limitations or
restrictions.

Print Name of Health Professional: _____

Signature of Health Professional

Date

Address

Phone

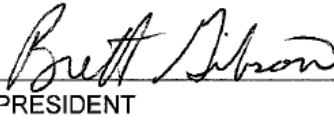
IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Employees have caused this instrument to be executed the day and year first above written.

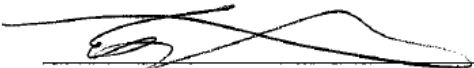
**THE CORPORATION OF THE CITY OF
WATERLOO**


MAYOR


CLERK

**THE WATERLOO PROFESSIONAL FIRE
FIGHTERS ASSOCIATION**


PRESIDENT


SECRETARY

Approval	Date	Authorized By	Initials
CORP/HR	May 18/18	Susan Fairway	SF
Legal	May 31/18	Steve Ross	SR
Financial	June 1/18	F. Reynolds	FR