



Waterloo Professional Fire Fighters Association

and

The Corporation of the City of Waterloo

Collective Agreement 2023-2026

Table of Contents

. 4
. 4
. 4
. 5
.6
. 7
.8
13
20
20
22
22
23
25
25
25
26
26
27
27
28
29
29
29
30
30
31
32
33
34
35
36

THIS AGREEMENT made as of the 3rd day of April, Two Thousand and Twenty-Three

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 one Assistant Deputy Chief or an additional Deputy Fire Chief. The Assistant Deputy Chief position or 3rd 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 weeks' 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;
 - 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 four-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.

For the purpose of this agreement a "shift" consists of a "day shift" commencing at 07:00 and ending at 17:00 or a "night shift" commencing at 17:00 and ending at 07:00. A "duty shift" shall be a 24 hour combination of these "shifts".

4.2. Fire prevention personnel shall be required to work an average of forty (40) hours a week as per the attached schedule (see Appendix "D") or any other schedule mutually agreed upon.

For the purpose of this agreement a "fire prevention shift" shall be a 10 hour day commencing at 07:00 or 08:00 and ending at 17:00 or 18:00 respectively.

- **4.3.** Each full-time fire fighter shall be entitled to two days off in every calendar week on a rotating system.
- **4.4.** The Chief may grant the request of any two fire fighters to change their shifts or days off.

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.

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

- 5.2. Overtime hours worked following a shift or a duty 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 scheduled 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 scheduled 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 scheduled shift (from 5:00 to 7:00 hours and from 15:00 to 17:00 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 scheduled 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 take place on the day following an employee's scheduled duty shift, the employee will be granted the night shift off as special leave with

regular pay. In this circumstance the employee will not receive any further compensation. Should court time be required while the employee is working the night shift, 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 or banked by the next pay period. On termination of employment overtime will be paid.
- 5.6. Time owing shall not exceed a maximum of ninety-six (96) hours of banked time. Banked time owing greater than ninety-six (96) hours will be paid down to ninety-six (96) hours on a bi-annual basis on the second pay in June and the first pay in December. Banked time can be paid out at the request of the employee at any time.
- 5.7. 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., 2018 average salary for December 31, 2018 overtime) divided by standard annual hours of work for the position multiplied by the hours owing.
- **5.8.** The Employer will provide pager pay of:
 - \$23 per day to any employee required by the Chief or Deputy Chiefs to carry a pager and/or cell phone.
- 5.9 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 be credited on a time and one-half basis.

6. VACATION

- **6.1.** When determining the number of days of vacation, the period from July 1st to June 30th of the next year shall be used.
- **6.2.** For the purposes of this article, one week vacation for suppression personnel shall equal two (2) duty shifts (see Appendix "E").
- **6.3.** 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.
- 6.4. 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.

6.5. All full-time fire fighters commencing employment with the City in January or February will receive three (3) shifts of vacation during their initial year.

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

All full-time fire fighters commencing employment with the City in May to December will receive no vacation during their initial year.

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

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

Vacations shall not be cumulative for any employee and the choice of vacation will be under a system mutually agreed upon (see Appendix "E").

7. LIEU DAYS

7.1. All full-time suppression fire fighters of Waterloo Fire Rescue shall be granted thirteen (13) shifts off in lieu of statutory holidays or declared holidays. Nine (9) shifts shall be taken in accordance with Appendix "E" and four (4) shifts shall be taken with the option of paid out, banked as time owing, or taken in accordance with Appendix "E". A probationary employee shall receive one (1) lieu shift off each month worked (beginning prior to the 15th of the month) in the initial calendar year to a maximum of twelve (12) shifts.

Where paid out, the payment will be processed with the last pay in December of the applicable year. The pay will be calculated at straight time.

Full-time fire fighters who elect to bank this time will have their banked time limit, in accordance with Article 5.6, reduced to a maximum of seventy-two (72) hours.

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

Any additional days proclaimed by the Provincial or Municipal Government as a statutory or declared holiday will automatically be added to the aforementioned allotment.

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 shifts per month of service to a maximum of eighteen (18) shifts per year. Each employee shall be allowed to accumulate a credit for the difference between eighteen (18) shifts per year and the number of shifts 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.** Where an employee is absent from work the employee shall be debited the number of scheduled hours absent from their shift.

- **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.** (a) At early retirement, prior to age 60, subject to the approval of the Employer, an employee shall be entitled to take fifty (50) percent of their accumulated sick leave allowance as paid time off.
 - (b)At normal retirement an employee shall be entitled to be paid fifty (50) percent of their accumulated sick leave allowance.
- 8.7. 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 day's accumulated sick leave to the employee's credit as set out above.
- **8.8.** The rate of pay for sick leave allowance shall be based on the employee's current annual salary.
- **8.9.** The payment of sick time shall be calculated by multiplying the said fifty (50) percent of the accumulated allowance by the applicable hourly rate of the employee.
- **8.10.** 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 (½) year's earnings.
- **8.11.** Personal Emergency Leave shall consist of three (3) shifts each calendar year for fire suppression employees, deducted from a member's sick leave bank, with reason to be provided to the Corporation.

Personal Emergency Leave shall consist of three (3) 10-hour days each calendar year for fire prevention employees, deducted from a member's sick leave bank, with reason to be provided to the Corporation.

These Personal Emergency Leave days will be for the purposes of unforeseen family emergencies, family or elder care or emergency medical appointments not able to be made outside of work hours, as per the provisions of the Employment Standards Act (ESA).

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

- 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 current year effective January 1, 2023.
- 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 one hundred fifty dollars (\$3,150) effective January 1, 2023 and three thousand five hundred dollars (\$3,500) effective January 1, 2024 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. Periodontal scaling will be limited to a maximum of 11 units per calendar year.

The Life Insurance Policy and the Accidental Death & Dismemberment Insurance Policy:

- f) Employees will be compensated 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) Employees will be compensated for Accidental Death and Dismemberment for a line of duty death due to occupational disease as

determined by the Workplace Safety and Insurance Board.

Dependent Life Insurance:

h) Coverage will be ten thousand dollars (\$10,000) per spouse and five thousand (\$5,000) per child.

Vision care:

i) Coverage will be five hundred and fifty dollars (\$550) every 24 months for each member, spouse and insured dependent. This amount may apply to glasses, contact lenses or laser eye surgery.

Out-of-Province Emergency and Travel Assistance:

j) Coverage will be for all active employees, their spouses and insured dependents.

L.T.D.:

k) Shall have a benefit formula based on 70% of monthly earnings with a maximum of \$10,000 per month.

The prescribed drug plan:

- I) 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 \$13.00, 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.
- m) 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.

Chiropractic coverage:

n) Will be seven hundred dollars (\$700) per calendar year.

Psychology, registered counselor, psychotherapists, social workers and therapists

o) Three thousand dollars (\$3,000) per calendar year for members and one thousand five hundred dollars (\$1,500) per calendar year for each

dependent effective January 1, 2024 and three thousand five hundred (\$3,500) per calendar year for members and two thousand dollars (\$2,000) per calendar year for each dependent effective January 1, 2025.

Massage therapy:

p) Shall consist of 20 visits, to a maximum of one (1) hour per visit, per calendar year.

Drivers D Medical:

q) The Employer will reimburse the cost of the Class D medical report up to a maximum of \$100.00 or; the Employer will engage a third-party for the completion of the Class D license medical report at no cost to the member.

Intrauterine Devices:

- r) 100% coverage under the benefit plan for Intrauterine Devices (IUDs) as prescribed by a physician or certified healthcare provider.
- **8.14.** The Employer will provide benefits to retired employees prior to the retired employee's sixty-fifth (65th) birthday as outlined in the provisions of **APPENDIX** "A" **BENEFITS TO RETIREED EMPLOYEES.**
- **8.15.** A Retiree Health Spending Account will be available to those eligible retired employees from age 65 to age 75 as of January 1, 2019.

The plan will have no retroactivity to those eligible retired employees who, prior to January 1, 2019, have exhausted the existing health benefit plan and/or have reached age 65.

The annual amount available to eligible retired employees under the plan will be \$3,000 per calendar year for 10 years effective January 1, 2023.

In addition to the above, those eligible for the plan must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms established by OMERS; and,

The eligible retired employees must be in receipt of an unreduced pension;

Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other such public insurance plan as may be applicable.

Reimbursement will be provided for medical or dental expenses to the extent those expenses exceed the coverage available from OHIP, ODP or other applicable public insurance plan. The Retiree Health Care Spending Account will be applicable to the eligible retired employees and spouse only (to a combined maximum of \$3,000 per year).

The Retiree Health Care Spending Account will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employees (and spouse when applicable) do not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.

8.16. 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 Director of Human Resources.

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

Classification	% of 1st Class FF	Annual Salary	Hourly Rate
Platoon Chief	128%	\$140,749	\$64.45
Chief Fire Prevtion Officer	128%	\$140,749	\$67.67
Senior CaptaiActing Platoon Chief)	120%	\$131,952	\$60.42
Captain	118%	\$129,753	\$59.41
Captain Traini Officer	118%	\$129,753	\$59.41
Captain Fire Prention Officer	118%	\$129,753	\$62.38
Fire Fighter/Mehanical Officer	120%	\$131,952	\$60.42
Fire Fighter/Mehanic (A)	112%	\$123,155	\$56.39
1st Class Firhter	100%	\$109,960	\$50.35
1st Class Firerevention Officer (B)	108%	\$118,757	\$57.09
1st Class PubliEducation/Fire Prevention Officer (B)	108%	\$118,757	\$57.09
2nd Class Fire Fghter	90%	\$98,964	\$45.31
2nd Class Fire revention Officer (B)	100%	\$109,960	\$52.87
2nd Class Pubic Education/Fire Prevention Officer (B)	100%	\$109,960	\$52.87
3rd Class Fire Fiter	80%	\$87,968	\$40.28
3rd Class Fire Pevention Officer (B)	90%	\$98,964	\$47.58
3rd Class Publc Education/Fire Prevention Officer (B)	90%	\$98,964	\$47.58
4th Class Fire Fghter	70%	\$76,972	\$35.24
4th Class Fire revention Officer (B)	80%	\$87,968	\$42.29
4th Class Publc Education/Fire Prevention Officer (B)	80%	\$87,968	\$42.29
Probationaryighter	60%	\$65,976	\$30.21

Probationary Fire Prevention Officer (B)		70%	\$76,972	\$37.01
Probationary Public Education/Fire Prevtion Officer	(B)	70%	\$76,972	\$37.01

Annual Recognition Pay				
8yrs - 3%	17yrs - 6%	23yrs - 9%		
\$3,299	\$6,598	\$9,896		
\$144,048	\$147,347	\$150,645		
\$144,048	\$147,347	\$150,645		
\$135,251	\$138,550	\$141,848		
\$133,052	\$136,351	\$139,649		
\$133,052	\$136,351	\$139,649		
\$133,052	\$136,351	\$139,649		
\$135,251	\$138,550	\$141,848		
\$126,454	\$129,753	\$133,051		
\$113,259	\$116,558	\$119,856		
\$122,056	\$125,355	\$128,653		
\$122,056	\$125,355	\$128,653		

Classification	% of 1st Class FF	Annual Salary	Hourly Rate
Platoon Chief	130%	\$147,165	\$67.38
Chief Fire Prevtion Officer	130%	\$147,165	\$70.75
Senior CaptaiActing Platoon Chief)	120%	\$135,845	\$62.20
Captain	118%	\$133,581	\$61.16
Captain Traini Officer	118%	\$133,581	\$61.16
Captain Fire Prention Officer	118%	\$133,581	\$64.22
Fire Fighter/Mehanical Officer	120%	\$135,845	\$62.20
Fire Fighter/Mehanic (A)	112%	\$126,788	\$58.05
1st Class Firhter	100%	\$113,204	\$51.83
1st Class Firerevention Officer (B)	108%	\$122,260	\$58.78
1st Class PubliEducation/Fire Prevention Officer (B)	108%	\$122,260	\$58.78
2nd Class Fire Fghter	90%	\$101,884	\$46.65
2nd Class Fire revention Officer (B)	100%	\$113,204	\$54.43
2nd Class Pubic Education/Fire Prevention Officer (B)	100%	\$113,204	\$54.43
3rd Class Fire Fiter	80%	\$90,563	\$41.47
3rd Class Fire Pevention Officer (B)	90%	\$101,884	\$48.98
3rd Class Publc Education/Fire Prevention Officer (B)	90%	\$101,884	\$48.98
4th Class Fire Fghter	70%	\$79,243	\$36.28
4th Class Fire revention Officer (B)	80%	\$90,563	\$43.54
4th Class Publc Education/Fire Prevention Officer (B)	80%	\$90,563	\$43.54
Probationaryighter	60%	\$67,922	\$31.10
ProbationaryPrevention Officer (B)	70%	\$79,243	\$38.10
Probationary Plic Education/Fire Prevention Officer (B)	70%	\$79,243	\$38.10

Annu Recognition Pay				
8yrs - 3%	17yrs - 6%	23yrs - 9%		
\$3,396	\$6,792	\$10,188		
\$150,561	\$153,957	\$157,353		
\$150,561	\$153,957	\$157,353		
\$139,241	\$142,637	\$146,033		
\$136,977	\$140,373	\$143,769		
\$136,977	\$140,373	\$143,769		
\$136,977	\$140,373	\$143,769		
\$139,241	\$142,637	\$146,033		
\$130,184	\$133,580	\$136,976		
\$116,600	\$119,996	\$123,392		
\$125,656	\$129,052	\$132,448		
\$125,656	\$129,052	\$132,448		

Classification	% of 1st Class FF	Annual Salary	Hourly Rate
Platoon Chief	130%	\$151,359	\$69.30
Chief Fire Prevtion Officer	130%	\$151,359	\$72.77
Senior CaptaiActing Platoon Chief)	122%	\$142,045	\$65.04
Captain	120%	\$139,716	\$63.97
Captain Traini Officer	120%	\$139,716	\$63.97
Captain Fire Prention Officer	120%	\$139,716	\$67.17
Fire Fighter/Mehanical Officer	120%	\$139,716	\$63.97
Fire Fighter/Mehanic (A)	112%	\$130,402	\$59.71
1st Class Firhter	100%	\$116,430	\$53.31
1st Class Firerevention Officer (B)	108%	\$125,744	\$60.45
1st Class PubliEducation/Fire Prevention Officer (B)	108%	\$125,744	\$60.45
2nd Class Fire Fghter	90%	\$104,787	\$47.98
2nd Class Fire revention Officer (B)	100%	\$116,430	\$55.98
2nd Class Pubic Education/Fire Prevention Officer (B)	100%	\$116,430	\$55.98
3rd Class Fire Fiter	80%	\$93,144	\$42.65
3rd Class Fire Pevention Officer (B)	90%	\$104,787	\$50.38
3rd Class Publc Education/Fire Prevention Officer (B)	90%	\$104,787	\$50.38
4th Class Fire Fghter	70%	\$81,501	\$37.32
4th Class Fire revention Officer (B)	80%	\$93,144	\$44.78
4th Class Publc Education/Fire Prevention Officer (B)	80%	\$93,144	\$44.78
Probationaryighter	60%	\$69,858	\$31.99
ProbationaryPrevention Officer (B)	70%	\$81,501	\$39.18
Probationary Plic Education/Fire Prevention Officer (B)	70%	\$81,501	\$39.18

Annu Recognition Pay				
8yrs - 3%	17yrs - 6%	23yrs - 9%		
\$3,493	\$6,986	\$10,479		

\$154,852	\$158,345	\$161,838
\$154,852	\$158,345	\$161,838
\$145,538	\$149,031	\$152,524
\$143,209	\$146,702	\$150,195
\$143,209	\$146,702	\$150,195
\$143,209	\$146,702	\$150,195
\$143,209	\$146,702	\$150,195
\$133,895	\$137,388	\$140,881
\$119,923	\$123,416	\$126,909
\$129,237	\$132,730	\$136,223
\$129,237	\$132,730	\$136,223

Classification	% of 1st Class FF	Annual Salary	Hourly Rate
Platoon Chief	130%	\$155,522	\$71.21
Chief Fire Prevtion Officer	130%	\$155,522	\$74.77
Senior CaptaiActing Platoon Chief)	122%	\$145,951	\$66.83
Captain	120%	\$143,558	\$65.73
Captain Traini Officer	120%	\$143,558	\$65.73
Captain Fire Prention Officer	120%	\$143,558	\$69.02
Fire Fighter/Mehanical Officer	120%	\$143,558	\$65.73
Fire Fighter/Mehanic (A)	112%	\$133,988	\$61.35
1st Class Firhter	100%	\$119,632	\$54.78
1st Class Firerevention Officer (B)	108%	\$129,203	\$62.12
1st Class PubliEducation/Fire Prevention Officer (B)	108%	\$129,203	\$62.12
2nd Class Fire Fghter	90%	\$107,669	\$49.30
2nd Class Fire revention Officer (B)	100%	\$119,632	\$57.52
2nd Class Pubic Education/Fire Prevention Officer (B)	100%	\$119,632	\$57.52
3rd Class Fire Fiter	80%	\$95,706	\$43.82
3rd Class Fire Pevention Officer (B)	90%	\$107,669	\$51.76
3rd Class Publc Education/Fire Prevention Officer (B)	90%	\$107,669	\$51.76
4th Class Fire Fghter	70%	\$83,742	\$38.34
4th Class Fire revention Officer (B)	80%	\$95,706	\$46.01
4th Class Publc Education/Fire Prevention Officer (B)	80%	\$95,706	\$46.01
Probationaryighter	60%	\$71,779	\$32.87
ProbationaryPrevention Officer (B)	70%	\$83,742	\$40.26
Probationary Plic Education/Fire Prevention Officer (B)	70%	\$83,742	\$40.26

Annu Recognition Pay			
8yrs - 3%	17yrs - 6%	23yrs - 9%	
\$3,589	\$7,178	\$10,767	
\$159,111	\$162,700	\$166,289	
\$159,111	\$162,700	\$166,289	
\$149,540	\$153,129	\$156,718	

\$147,147	\$150,736	\$154,325
\$147,147	\$150,736	\$154,325
\$147,147	\$150,736	\$154,325
\$147,147	\$150,736	\$154,325
\$137,577	\$141,166	\$144,755
\$123,221	\$126,810	\$130,399
\$132,792	\$136,381	\$139,970
\$132,792	\$136,381	\$139,970

- (A) Up to the rank of 1st Class Fire Fighter, the premium pay will be 12% of current salary for a Fire Fighter/Mechanic.
- (B) WFR Suppression Fire Fighters, 1st class and below, will transfer to the same class in which they left.
 - **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 per hour by the employer at the hourly rate of a Captain, Senior Captain or Platoon Chief. The additional pay will be shown as a separate payment on employees' biweekly pay.

The hourly rate of the full-time fire suppression employee's salary working a 42-hour work week will be calculated by dividing the full-time employees' basic annual salary by 2184. The hourly rate of the full-time fire prevention

employee's salary working a 40-hour work week will be calculated by dividing the full-time employees' basic annual salary by 2080.

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. COURSES, TRAINING AND ONTARIO FIRE COLLEGE

- a) This outlines compensation for Waterloo Fire Rescue (WFR) staff when attending courses or training either within or outside the Region of Waterloo including Ontario Fire College (OFC) courses.
- b) WFR management has full control over who is sent to any courses or training and as such may cancel, reschedule or send another individual as they see fit.
- c) For purposes of this clause:
 - One duty shift equates to two days of course attendance with no compensation and;
 - (2) One shift (Day Shift or Night Shift) equates to one day of course attendance with no compensation.
 - (3) Additional days of attendance of any course will be compensated as per Article 5.9 and articles below.
 - (4) Time owing for additional attendance shall be submitted in accordance with the course syllabus and course outline.
- d) Employees requested by the Fire Chief/ Deputy Fire Chiefs to attend courses or training 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.
 - (1) Courses held within the Region permit the employee to choose if they would like the night shift off in advance of the commencement of the course the next morning. The employee must decide at the time of course approval if they will be working the night shift and must communicate this to their Platoon Chief. This night shift off equates to one day of course attendance.
- e) Employees requested by the Fire Chief/ Deputy Fire Chief to attend a course outside the Region of Waterloo, including those held at the Ontario Fire College, will have the following costs paid by the employer: (1) course fees; (2) provision of a vehicle or reimbursement for mileage to attend the course at a rate of \$0.46/km; (3) parking fees; (4) meals not included with the said course as specified by the employer. Receipts are required.
 - (1) Courses held outside the Region of Waterloo require the employee to have the night portion of their shift off in advance of the course

commencing the next morning. This night shift off equates to one day of course attendance.

9.7. 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 duty shifts 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 (½) 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 up to two (2) duty shifts leave within a four (4) day period for fire suppression and four (4) days leave for fire prevention, from the day of the death, without loss of salary, when a death occurs in the immediate family of that employee. One (1) duty shift (or day for fire prevention) can be moved for travel or delayed service, as required 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, aunt, uncle, cousin, 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) duty shift for fire suppression and one (1) shift for fire prevention of leave the day of the funeral if they are a pallbearer in a funeral when scheduled on 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 <u>sixteen (16)</u> weeks after completion of the one (1) week waiting period, for <u>Pregnancy Leave</u>, 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 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.

ELECTION DAYS

13.6 Employees on-shift on the day of a Federal, Provincial, or Municipal election agree to make arrangements to vote at an advance poll or will arrange a partial shift exchange for the purpose of voting on the election day. Any such shift exchange will not be counted against the shift exchange maximum.

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 Doctor's note or the completed medical forms (Appendix "F") submitted to a Deputy Chief before their return to work. 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.

14.2.

- a) If a firefighter is absent for greater than two (2) consecutive working duty shifts or eight (8) calendar days, whichever comes first in suppression, and greater than four (4) shifts in prevention, for medical reasons, they will be required 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 a firefighter is absent for more than four (4) consecutive duty shifts or fifteen (15) calendar days absent, whichever comes first, in suppression or greater than eight (8) 10-hour shifts in prevention, for medical reasons, they will be required to participate in the Sick Leave and Medical Accommodation Procedure. The firefighter shall have the right to a representative from the Association at any meetings in the Procedure, and the Association will receive all notices and correspondence directed to the firefighter.
- c) In the event of a dispute about whether a medical absence is supported, the employee will first follow the applicable appeal process. If a dispute still remains, the Corporation agrees to send the employee for assessment to an independent medical evaluation by a physician agreed upon by the City and the Association. The City will bear the cost of such assessment. All medical information shall be kept confidential by the Health, Safety and Wellness team.
- d) Should an employee choose to appeal a decision under the procedure, they will not be required to reimburse the sick leave taken while appealing a decision.
- e) Nothing in this Article 14 shall permit the Employer to discipline a firefighter without just cause, or prevent the Association from filing a grievance concerning any dispute arising from the application of the City's policies, after exhausting the internal appeal mechanisms.
- **14.3.** The Corporation will pay for all reasonable costs associated with the completion of medical services (notes, forms, assessments, etc.) requested by the City or the third party provider under this procedure. The employee can either submit an invoice from their doctor or submit a receipt to the Health, Safety and Wellness team if the doctor requires the employee to pay.

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 bona fide 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 21 (twenty-one) 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 affect 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, 2023 to the last day of December, 2026 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 Human Resources Director 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:

- 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 8.14 (f), (g), (h) and (k).
- 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 of Black CSA approved footwear (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 of Black CSA approved footwear (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" TWENTY-FOUR HOUR SHIFT SCHEDULE

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Block 1	Mon			Thurs			
Block 2					Fri		Sun
Block 3			Wed			Sat	
Block 4		Tues					

Four-platoon system consisting of an average of forty-two (42) hours a week on a four (4) week cycle.

Blocks 1 through 4 indicates the four (4) weeks.

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) For the purposes of this Appendix:
 - One (1) week vacation or lieu days equates to two (2) duty shifts off, and:
 - A week will be one Block as outlined in Appendix "C", and;
 - Notwithstanding, a "pick" is one Block, or one duty shift if Block 4
 was chosen during the initial picks. If Block 4 is chosen, the remaining
 pick shall be held until the end and will be picked as above one duty
 shift at a time.
- 2) In consultation with management, the Platoon Chiefs will ensure a Platoon vacation and lieu day schedule is prepared for the calendar year and determine the total number of vacation and lieu picks.
- 3) On the schedule, Platoon Chiefs will enter the names of the fire fighters who are scheduled to attend the Ontario Fire College or any other authorized courses, activities or training, and block these shifts off.
- 4) Those Platoons who have less than full Platoon compliment will pick holidays as if they have a full Platoon compliment. For the staff shortage Platoon Chiefs will enter nine (9) duty shifts as designated picks (DP) for each person short on their schedule. These designated picks should be entered into the vacation/lieu process prior to picking holidays. The DPs can be shifted. The DPs can be shifted into open shifts throughout the selection process.
- 5) Taking the above into consideration, a calculation will be made as to how many one (1) week four (4) picks and five (5) picks are required for the year.
- 6) Platoons will then pick holidays first and then lieu days by seniority a Block at a time ensuring that the four (4) picks and five (5) picks are filled as per the above calculation. (Note: if the Platoon's entitlement fills the year with five (5) weeks use the above system to determine the number of six (6) pick weeks).
- 7) If Block 4 is chosen (Tuesday) during the vacation or lieu day selections, the remaining pick (another Tuesday) shall be held until the end of the respective selection category and will be picked as above one duty shift at a time. If all Tuesday picks are exhausted, the remaining pick(s) will be held until the end, in order to keep the number of five pick weeks to an 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:								
Home Address:	Postal Code:							
Date of Injury/Illness:	Job Title at Time of Injury/Illness:							
Command:	Station:	Division:		Platoon:	Nature of Accom	modation Request: Off Duty Injury 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: 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:							

<u>Definitions</u>: 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.

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- 1 - H03.00 Termination of Employ + 20 3/30/2017

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 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?	I-3 Days I5-26 Days Over 3 Months	4-7 Days 1-2 Months Over 6 Months	B-14 Days 2-3 Months Over I Year				
Ability To Return To Work (Check one only)	☐ Able to return to work immediate☐ Able to return to modified duties☐ Unable to participate in any work		orWeeks					
	☐ Permanent restrictions							
DRIVING								
Are they able to operate a vehicle?	☐ YES		NO					
SHIFTS Are they able to work rotating shifts?	□ YES	C	NO NO					
Are they able to work 24 hr. shift? (Fire Suppression)	☐ YES		I NO					
Are they able to work 10 hr. shift? (Fire Prevention)	□ YES	C	NO					
Returning to Full Hours:	☐ YES	or C	Partial Hours	(see below):				
Hours/Dayto increase by	yhours in	we	ek(s)					
(Example: 4 hours/day to increase by 2 hours in 2 weeks)								
Duration of restrictions:		we	ek(s)					
Estimated time of full recovery:		we	ek(s)					
Date of return to attending Health Professional for review of limitations and restrictions:week(s)								

- 3 -

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H03.00 Termination of Employ + 20 3/30/2017

PLEASE INDICATE LIMITATIONS & RESTRICTION	ONS							
A: SITTING/STANDING/MOVING	Occas	ional (0	1-33%)	Frequ	ent (34	-66%)	No Limitations	Comments
Sitting								Commence
Standing								
Walking				-				
Crawling								
Climbing Stairs								
Climbing Ladders				l				
B: LIFTING FLOOR TO WAIST								
Sedentary (up to 4.5 kgs)				l				
Light (4.6 - 9.0 kgs)				l				
Medium (9.1 – 22 kgs)								
LIFTING WAIST TO SHOULDER								
Sedentary (up to 4.5 kgs)				l				
Light (4.6 - 9.0 kgs)				l				
Medium (9.1 – 22 kgs)								
LIFTING ABOVE SHOULDER								
Sedentary (up to 4.5 kgs)				l				
Light (4.6 - 9.0 kgs)				l				
Medium (9.0 - 22kgs)								
C: UPPER BODY	Occas	sional ((0-33%)	Frequ	ent (34	-66%)	No Limitations	Comments
	Left	Right	Both	Left	Right	Both		
Pushing/Pulling								
Carrying								
Reaching Forward (over 45 cm)								
Reaching Overhead (over 178 cm)				I —				
Manual Dexterity	<u> </u>							
D: LOWER BODY REQUIREMENTS				l				
Crouching/Kneeling				l				
Bending/Twisting	_						_	
E: COGNITIVE DEMANDS	Seven	e Impair	rment	Mino	r Impai	rment	•	Please Specify
Judgement, Evaluation and Assessment				l				
Learning, Processing and Memory Complex Decision Making				l				
Communication-Verbal and Written								
Organization and Planning Ability				l				
Multi-tasking								
Attention & Concentration Exposure: -				l				
- Emotional Situations Exposure				l				
- Confrontational Situations				l				
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)								

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 EMP	LOYEE IS BEING CERTIFIED TO R	ETURN TO WORK
Waterloo Fire Rescue requires this "Return to E to ensure the employee's health and wellbeing w	, , , , , ,	. , , ,
A firefighter's return to active duty is subject to	the City's acceptance of the Hea	Ith Professional's written authorization to do so
Having read the foregoing, I certify that		
is able to return to active duty with Waterloo Fi	re Rescue on	with no limitations or
restrictions.		
Print Name of Health Professional:		
Signature of Health Professional	Date	
Address		Phone