

SOURCE	City		
EFF.	96	07	01
TERM.	98	12	31
No. Of EMPLOYEES	95		
NUMBER	2N.		

Waterloo Professional Firefighters Association Collective Agreement 1996

**Waterloo Professional Firefighters Association
Collective Agreement 1996**

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THIS AGREEMENT made the 28th day of June, in the year of our Lord, One Thousand, Nine Hundred and Ninety-Six.

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 the Waterloo Fire Department with the exception of the Fire Chief and the Deputy Fire Chief.
- 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 only if and where specifically provided for herein.
- 1.3. The remuneration of the full-time fire fighters of the said Department shall be payable every second Friday. No members shall leave the employ of the said Department 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 of the Waterloo Fire Department.
- 2.2. Each employee shall be required, as a condition of employment, to contribute to the said Association such duties as are from time to time authorized, levied and collected from the general membership of the said Association.
- 2.3. Under the terms of this Agreement, the Employer is authorized to deduct an amount equal to the normal monthly dues from the earnings of each employee covered by this Agreement.

3. EMPLOYER'S RIGHTS

- 3.1. The Employees acknowledge that 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 to manage the operation in which the Employer is engaged and, without restricting the foregoing, the right to plan, direct and control operations.

The Employer recognizes that 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 Departments Act, R.S.O. 1970, as amended, 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, or any other schedule

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mutually agreed upon, with the exception of day personnel who shall work forty (40) hours a week.

- 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.

5. OVERTIME & CALI-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.
- 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 one (1) hour of the commencement of their regular shift, shall be paid at the same rate as for overtime hours worked, with a minimum credit for each call-in of three (3) hours at time and one-half. Employees who are called in to report for duty within one (1) hour of the commencement of their regular shift, shall be credited with one (1) hour at time and one-half.
- 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.
- 5.5. All overtime hours owed to each individual fire fighter will be paid quarterly or on termination of employment.
- 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., 1996 average salary for December 31/96 overtime) divided by 2,184 hours times the hours owing.

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- 5.7.** The Employer will provide pager pay of Seventy-seven (\$77.00) Dollars per week to the Fire Inspector required to carry the pager, with this amount pro-rated to the time actually worked.
- 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 Chief, and/or any other senior administrator, and attended these meetings, shall receive time off in lieu of time accumulated on an equal hour for hour basis.

6. HOLIDAYS

- 6.1.** All full-time fire fighters of the Department 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 the Department, 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 the Department, 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 the Department, on completing seventeen (17) years of continuous service, shall be granted five (5) weeks vacation in each calendar year. All full-time fire fighters of the Department, 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 foregoing 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.

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- 6.4. Vacations shall not be cumulative for any employee and the choice of vacation will be under a schedule mutually agreed upon.
- 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 the Department shall be granted twelve (12) 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. A probationer shall receive a proportionate amount of time *off* in relationship to his/her length of employment. Day personnel shall receive a total of twelve statutory or declared holidays off.

8. ACCIDENTS AND SICKNESS

- 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 his/her regular pay day an amount equal to that which the Workers' Compensation Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Compensation 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 his/her 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 Workers' Compensation 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 Workers' Compensation 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, following the completion of ten (10) years of continuous service with the Employer, a full-time fire fighter shall be entitled to be paid **fifty** (50) percent of his/her accumulated allowance, provided his/her 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 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 his/her accumulated allowance as paid holidays.
- 8.7. At normal retirement, an employee shall be entitled to be paid **fifty** (50) percent of his/her accumulated allowance.

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- 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 five (5), to arrive at the number of weeks or fraction thereof, an employee is to be paid.
- 8.11.** It is agreed by the parties to this Agreement, that 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 (%) year's earnings.
- 8.12.** The Employer shall assume one hundred (100%) percent of the premium cost of providing O.H.I.P. along with the Mutual Life Group benefits policy #25600-5 or equivalent, for each active employee covered by this Agreement. The Employer further agrees to provide the following updates to the above policy effective as shown.
- (a) Effective July 1/96 the O.D.A. Fee Schedule will be amended to the 1995 O.D.A. Fee Schedule, and further updated each January 1, to the O.D.A. Fee Schedule of the previous year.
 - (b) Life and A.D.&D. coverage will be provided at a rate of two (2) times the employee's current annual salary to the nearest \$1,000 for each individual employee. This payment will satisfy the requirements of the employee rebate under the Unemployment Insurance Regulations governing the Reduction of Employer's Premiums.
 - (c) Dependent life insurance coverage will be \$5,000 per spouse and 3,000 per child.
 - (d) Vision care coverage will be to \$180 every 24 months.
 - (e) Out-of-Province Medi Connect coverage will be for **all** active employees but shall not apply to retired employees.
 - (f) L.T.D. maximum shall be \$4,500/month.

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- (g) Individuals under nineteen (19) years of age will be covered for pits and fissures sealants.
 - (h) Maximum orthodontic coverage will be One Thousand, Five Hundred (\$1,500) Dollars.
 - (i) The dental plan will provide coverage for crowns, bridges and dentures on the basis of 50% reimbursement to a maximum of One Thousand, Five Hundred (\$1,500) Dollars per year.
 - (j) Effective July 1/96, the Dental Plan will be amended to provide for a nine-month recall where a six-month recall currently exists.
 - (k) Effective July 1/96, generic drugs will be dispensed as a per Ministry of Health regulations.
 - (l) Effective July 1/96, the prescribed drug plan will provide coverage for all drugs legally requiring a prescription. Dispensing fees charged for these drugs will be capped at \$6.50, 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.
- 8.13.** The Employer will provide benefits to retired employees prior to the retired employee's sixty-fifth (65th) birthday as outlined in the provisions of Schedule "B" attached.
- 8.14.** 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.

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9. SALARY SCHEDULE

9.1.

Rank	Percent	Salary Effective July 1/96	Salary Effective Jan. 1/97	Salary Effective Jan, 1/98
Platoon Chief	124%	\$64,955.	\$65,605.	\$66,424.
Chief Fire Prevention Officer	124%	\$64,955.	\$65,605.	\$66,424.
Training Officer	124%	\$64,955.	\$65,605.	\$66,424.
Captains	116%	\$60,764.	\$61,372.	\$62,139.
Fighter/Mechanical Officer	116%	\$60,764.	\$61,372.	\$62,139.
Lieutenant	108%	\$56,574.	\$57,140.	\$57,853.
Fire Inspector	108%	\$56,574.	\$57,140.	\$57,853.
Fire Fighter/Mech. (see note 1)	108%	\$56,574.	\$57,140.	\$57,853.
1st Class Fire Fighter	100%	\$52,383.	\$52,907.	\$53,568.
2nd Class Fire Fighter	91.41%	\$47,883.	\$48,362.	\$48,967.
3rd Class Fire Fighter	82.81%	\$43,378.	\$43,812.	\$44,360.
4th Class Fire Fighter	74.22%	\$38,879.	\$39,268.	\$39,758.
Probationer	65.62%	\$34,374.	\$34,718.	\$35,151.

(1) Up to the rank of First Class Fire Fighter, the premium pay will be 8% of current salary for a Fire Fighter/Mechanic.

9.2. For salary change purposes from the time of commencement of employment with the Department, the following procedure shall apply to all full-time fire fighters up to and including the rank of Second Class Fire Fighter.

(a) Upon completion of the first twelve (12) months of service with the Department, a minimum of 70% in oral and written examination.

9.3. 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 70%, he/she shall have the right, after thirty (30) days; of trying the oral and written examination, In the event an applicant is unsuccessful, he/she may try the oral and written examinations after one full year from the date of the first examination. During this interval, no salary adjustments shall apply. Failing to attain 70% of the third examination on any of the above stages, he/she may be subject to dismissal.

9.4 ACTING RANK

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

- 9.5. Fire Fighters attending the Ontario Fire College will be reimbursed \$40.00 per week, in lieu of expenses incurred for transportation to and from the College.

10. JOB VACANCY

- 10.1. No position in the Department which has become vacant by reason of:

death, retirement, resignation, long-term disability, staff changes, or dismissal of an employee who has not been reinstated; 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.

11. SENIORITY

- 11.1. All promotions in the Department 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

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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.

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 re-hire the employee, if:

- 1.) An employee resigns voluntarily.
- 2.) An employee retires.
- 3.) An employee is discharged and not reinstated.
- 4.) An employee has been absent from work for a period of four (4) consecutive working days without permission, or an excuse acceptable to the Employer.
- 5.) An employee has been on layoff for a period of time as stated in the Article 11.4.
- 6.) An employee fails to return to work after recall from layoff within the time periods stated in Article 11.6.
- 7.) In the event of illness, on the date an employee has exhausted all their sick leave credits or becomes eligible for payment of Long Term Disability Benefits, whichever is the greater period of time.

- 11.3.** In the event of a layoff and recall after layoff of full-time fire fighters of the Waterloo Fire Department, the following factors shall apply:

- 1.) Seniority.
- 2.) Qualifications and skill to perform the work required.

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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 re-hired,

- 11.4. In the event of a layoff in the Fire Department 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, shall remove his/her name from the seniority list, and he/she shall no longer be regarded as a full-time fire fighter covered by this Agreement, and the Corporation shall not be obligated to re-hire him/her.
- 11.5. In the event the Corporation re-hires a former fire fighter whose seniority has been broken, such former fire fighter may be re-hired and classified at any one of the job title levels listed in Article 9.0 - *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 he/she is unable *to* return to work within the prescribed time for a legitimate reason, his/her name will not be struck from the seniority list. His/her name may be passed over and the next in line of seniority may 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, 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. He/she will be reinstated to his/her former rank, if appropriate, without examination, only if such vacancy occurs within two (2) years of the date of his/her return to service as a full-time fire fighter.

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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.

12. DEPARTMENTAL RULES

12.1. Such Departmental Rules and Regulations, as may from time to time by approval by the proper authority for the efficient operation of the Department, 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.

12.2. The employees shall have the right to suggest changes for the betterment of the Group Insurance Plan.

12.3. The employees shall have the right to discuss Department rules and regulations with the Fire Chief.

13. LEAVE OF ABSENCE

13.1. Three (3) delegates only, who may from time to time be authorized and designated by members of the employees, 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 the Fire Department 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 the Fire Department will permit.

13.3. Full-time fire fighters shall be granted leave without loss of salary, at the discretion of the Fire Chief, when a death occurs in the immediate family of an employee. The immediate family is

defined as parent, spouse, brother, sister, Child, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchildren, brother-in-law and sister-in-law,

- 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 his 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.

14. PENSIONS

- 14.1.** 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.
- 14.2.** Employees shall be entitled to have representation at general meetings held pertaining to the pension plan, and receive notice of such meetings.
- 14.3.** 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 the Fire Department upon attaining the age of sixty (60) years.
- 14.4.** 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.

15. UNIFORMS AND EQUIPMENT

- 15.1.** Each full-time fire fighter shall be supplied with the clothing listed on Schedule "A" attached and forming part of this Agreement on an "as needed basis" at the discretion of the full-time fire fighter.

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- 15.2. Each full-time fire fighter shall be supplied with one (1) all weather coat, one (1) cap, and two (2) ties, when needed at the discretion of the Chief.
- 15.3. Purchase orders for the necessary clothing will be issued not later than April 1st of the current year.
- 15.4. 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, and one (1) pair of mitts. Said clothing to be furnished as required.
- 15.5. Such uniforms and equipment shall be deemed to be the property of the Department, and any issue will be turned over and accounted for to the Department upon request by the Chief prior to reissue.

16. SERVICE AWARDS

- 16.1. One service stripe shall be awarded for each five (5) years of completed continuous service. Each stripe will carry a service award of Five (\$5.00) Dollars per month per stripe, after five (5) years. This provision shall not apply to employees hired on or after January 1st, 1985.
- 16.2. This service award will be paid on the anniversary date of the employee's service.

17. DISCIPLINE AND DEVOTION TO DUTY

- 17.1. All employees shall promptly and cheerfully conform to, and obey all by-laws and regulations in force from time to time, which are applicable to such employees, insofar as they do not conflict with the Fire Departments Act or with the terms of this Agreement or any extension or renewal thereof.
- 17.2. Each employee shall be a full-time employee of the Waterloo Fire Department, and any employee doing any work outside which may impair his/her effectiveness as a fire fighter, shall be subject for the first offense, to suspension of not less than one (1) day at the discretion of the Fire Chief, and, for the second offense, up to dismissal.

- 17.3. Full-time fire fighters shall not be required to do duties other than those pertaining to Fire Department duties, except janitorial work in and about the Fire Hall.

18. OPERATIONAL CHANGE

- 18.1. 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 the Department will result in the loss of employment, lay-off or demotion of employees, the Employer will:

- 1) Notify the Employees in writing of its intention to implement such change or changes at least sixty (60) days prior to their introduction. Such notice shall contain:
 - a) The nature and degree of change
 - b) The date or dates on which the Employer plans to effect the change
 - c) The location(s) involved
 - d) The effects of the change(s) on each classification of employee.
- 2) 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).

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.

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.

19. CONTRACTING OUT

- 19.1. No work customarily performed by an employee covered by this Agreement, shall be performed by another employee (or by a person who is not an employee of the Corporation) if such work results in a loss of pay, termination, or layoff of current employees.

In the event, any contracting out is contemplated, except in the case of an emergency, full disclosure and full discussion will take place between the parties at least one hundred and twenty (120) days prior to said change taking place.

20. LABOUR/MANAGEMENT COMMITTEE

- 20.1. The parties agree to form a Labour/Management Committee consisting of the Fire Chief, Deputy Fire Chief, 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 at the request of either party within a reasonable period of time, but in any event, not more often than once a month.

21. GRIEVANCE PROCEDURE

- 21.1. It is the mutual desire of the parties hereto, that grievances of the parties of this Agreement shall be adjusted as quickly as possible.
- 21.2. The Employees 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 procedure set out hereinafter, The Association shall notify the Employer the names of the employees serving as members of, and any changes in, the Grievance Committee.

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- 21.3.** For the purpose of this Agreement, a grievance shall be defined as *my* difference between the parties of this Agreement, relating to the interpretation, application or administration of the Agreement, including the question of whether or not a matter is arbitrable, and any question as to whether the suspension, discharge, or other discipline of any employee is reasonable, may constitute a grievance, and shall, at the request of either party, be dealt with as follows:
- 21.4.** 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.
- 21.5.** **Step 1.** When a grievance occurs, the aggrieved employee shall first submit the grievance in writing, in duplicate form, to the Grievance Committee of the Association, one copy of which shall be forwarded to the Fire Chief by the Grievance Committee.
- Step 2.** Within five (5) days of submission of the grievance under Step 1, the aggrieved employee represented by and accompanied by a duly elected Grievance Committee of the Association, and all parties concerned, shall meet with the Fire Chief to have the grievance heard, A decision shall be rendered by the Fire Chief within two (2) days after this meeting.
- Step 3.** Failing satisfactory settlement within five (5) days after receiving the decision under Step 2, the Grievance Committee, together with the aggrieved employee, may present the grievance, in writing, to the City Council of the City of Waterloo, and a hearing shall be granted with Council or their designated representatives, A decision shall be given in writing within fourteen (14) days after the grievance was first presented at a regular council meeting.
- 21.6.** Replies to grievances shall be in writing at all stages.
- 21.7.** The time limits fixed in the grievance procedure may be extended by mutual consent, in writing, of the parties to this Agreement. In determining the time in which any stage is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory Holidays shall be excluded.

22. STAFFING

- 22.1. A minimum on duty staff of sixteen (16) qualified fire fighting personnel, in the suppression division including the civilian dispatcher, will be in effect for the term of this agreement.

23. ARBITRATION

- 23.1. 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 Departments Act, R.S.O. 1970 C169, as amended.

24. INDEMNIFICATION

- 24.1. Where an employee is charged with a criminal or statutory offence directly related to his/her 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.


25. DURATION

- 25.1. This agreement shall remain in force from the ^{*}first day of January 1996, to the last day of December 1998, 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 Director of Human Resources of the Corporation and the President of the Association) not earlier than sixty (60) days, and not later than thirty (30) days prior to the expiring date. In the event that notice of such proposed revision be given, negotiations thereon shall commence not later than thirty (30) days after the expiring date. All provisions hereof not so terminated, or proposed to be revised, shall continue in full force and effect.

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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

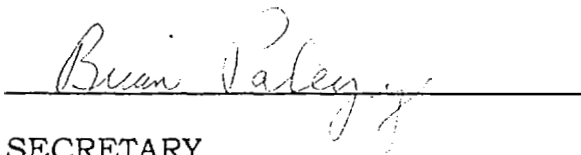


CLERK

**THE WATERLOO PROFESSIONAL
FIRE FIGHTERS ASSOCIATION**



PRESIDENT



SECRETARY

Clothing — Schedule “A”

Item	Frequency
1 pr. of Black Oxfords	Maximum - Every year
1 Dress Tunic & 2 prs. of Pants, Wash & Wear	Maximum - Every 5 years
1 Light Jacket, Wash & Wear	Maximum - Every 2 years
4 prs. of Pants, Wash & Wear	Maximum - Every 2 years
6 Uniform Shirts	Maximum - Every 2 years

FORTY-TWO HOUR SCHEDULE

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

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 "B"

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 as follows:
 - a. Ontario Health Insurance Plan (O.H.I.P.).
 - b. The Extended Health Care Plan in effect at time of retirement.
 - c. The Dental Plan in effect at the time of retirement.
- 6.) Any future enhancements or additions to the benefit plans as outlined in Item 5, will be at the discretion of the Corporation.

**ADDENDUM TO THE AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF WATERLOO
AND
THE WATERLOO PROFESSIONAL FIRE FIGHTERS ASSOCIATION**

This addendum specifies all the terms and conditions of employment of all Civilian Dispatchers employed by the Waterloo Fire Department., and represented by the Waterloo Professional Fire Fighters Association.

Civilian Dispatchers shall be covered by all the provisions and terms of the collective agreement between the Corporation of the City of Waterloo and the Waterloo Professional Fire Fighters Association unless specifically modified, amended or deleted in this Addendum.

Wherever the term "full-time fighter" is used in the Agreement, it is mended to read "civilian dispatcher",

Article 1.2 is amended as follows:

Each Civilian Dispatcher shall be deemed to be a probationer for the first *six* (6) months of employment, and the provisions of this Agreement shall apply to probations only if and where specifically provided for herein, and no dispute as to the discharge of a probationer shall be considered under any provisions of this Agreement.

Article 9.0 — SALARY SCHEDULE — is amended to read as follows:

Grade	Effective July 1/96	Effective Jan. 1/97	Effective Jan. 1/98
Probationer	\$27,692.	\$27,969	\$28,319.
After One (1) Year of Service	\$29,866.	\$30,164	\$30,541.
After Two (2) Years of Service	\$32,032.	\$32,352.	\$32,757.
After Three (3) Years of Service	\$34,239.	\$34,581.	\$35,014.
After Four (4) Years of Service	\$35,969.	\$36,329.	\$36,783.

Each Civilian Dispatcher will progress through the above *salary* grades on the anniversary date of employment under this Agreement.

Articles 9.2, 9.3 and 9.4 shall not apply to Civilian Dispatchers.

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Article 11.5 will be amended as follows:

In the event the Corporation re-hires a former Civilian Dispatcher whose seniority has been broken, such former Civilian Dispatchers may be re-hired and classified at any one of the *salary* grade levels listed in Article 9.0 — *Salary Schedule*.

Article 11.6 will be amended as follows:

The last paragraph of this article commencing with the words “Regardless of previous rank...” shall be deleted from this Article.

A New Article 11.8 will be included as follows:

Transfer:

In the event a Civilian Dispatcher is transferred to the position of a full-time firefighter, seniority shall be transferable for service related benefits only. Seniority for other purposes shall be calculated from the date of transfer.

In the event a full-time fire fighter is transferred to the position of a Civilian Dispatcher, seniority shall be transferable for service related benefits only, Seniority for other purposes shall be calculated from the date of transfer.

Temporary Transfer:

In the event a full-time fire fighter performs the work of a Civilian Dispatcher on a temporary basis, the fire fighter shall not be subject to the terms and conditions of this addendum.

Article 14.3 will be amended as follows:

Civilian Dispatchers shall contribute to the Pension Plan the appropriate per centum payable by a Corporation employee with a normal retirement age of sixty-five (65).

Article 15.0 is amended as follows:

Where a Civilian Dispatcher is required to wear a uniform, it shall be supplied by the Department.

Articles 15.1, 15.2 and 15.4 shall not apply to Civilian Dispatchers.

Articles 16.0, 16.1 and 16.2 shall not apply to Civilian Dispatchers.

Article 17.3 shall not apply to Civilian Dispatchers.

LETTER OF UNDERSTANDING

Between

The Corporation of the City of Waterloo

and

The Waterloo Professional Fire Fighters Association

RE: THE TRAINING DIVISION

The parties to this Letter of Understanding agree to the following provisions:

1. A new model for the Training Division will be put into effect for one year on a trial basis. The new model will place a Captain/Trainer on each Platoon. These four Captain/Trainers will be promoted through a mutually agreed upon policy. Remuneration, job description and duties for the four Captain/Trainers will also be mutually agreed upon in advance.
2. This Letter of Understanding does not eliminate our full time training position that exists in our present Collective Agreement. If, after the one year trial period, the association feels the new model for the Training Division is not functioning to expectations, the Association reserves the right to revert to the former system. If the Association does revert to a full time Training Officer on day shift after a trial period, no additional staff will be hired to fill this position. The trial period can be extended another year by mutual agreement.
3. The new model for the Training Division will take effect on April 29, 1996. Effective April 29, 1996 the salary of the Captain/Trainer will be 112% of a First Class Fire Fighter's salary (\$58,088). Effective October 29, 1996 the differential will rise to 116% (\$60,162). Should the First Class Fire Fighter's rate change, the differential between the First Class Fire Fighter's salary rate and the Captain/Trainers will remain and the salary for the Captain/Trainers will be adjusted.

This Letter of Understanding is entered into by the parties this 10 day of June, 1996.

**The Waterloo Professional Fire
Fighters Association**

John C. Distach
President
Brian Paley
Secretary

**The Corporation of the City of
Waterloo**

[Signature]
Mayor
[Signature]
Clerk

SALARY SCHEDULE FOR 1996-98 CONTRACT

	%	<u>CURRENT</u>	<u>JULY 1/96</u>	<u>JAN. 1/97</u>	<u>JAN. 1/98</u>	<u>% E.R.</u>
POSITION						
PLATOON CHIEF C.F.P.O. T.O.	124%	\$64,311	\$64,955	\$65,605	\$66,424	3.29%
CAPTAINS F/F MECH. OFF	116%	\$60,162	\$60,764	\$61,372	\$62,139	3.29%
LIEUTENANT FIRE INSP. F/F MECH.	108%	\$56,013	\$56,574	\$57,140	\$57,853	3.29%
1st CLASS F/F	100%	\$51,864	\$52,383	\$52,907	\$53,568	3.29%
2nd CLASS F/F	91.41%	\$47,409	\$47,883	\$48,362	\$48,967	3.29%
3rd CLASS F/F	82.81%	\$42,949	\$43,378	\$43,812	\$44,360	3.29%
4th CLASS F/F	74.22%	\$38,493	\$38,879	\$39,268	\$39,758	3.29%
PROBATIONER	65.62%	\$34,033	\$34,374	\$34,718	\$35,151	3.29%
COMPOSITE RATE:	2.75%		\$1,444			
END RATE:	3.29%		\$1,704			
					IN POCKET DISTANCE COVERED	

ALL RATES ARE ROUNDED OFF.