

**WPFFA Collective Agreement 2002**

---

THIS AGREEMENT made the 13th day of December, in the year of our Lord, Two Thousand and One.

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 unless specifically stated otherwise.

1.3. The remuneration of the full-time fire fighters of the said Department shall be payable every second Friday. No employee shall leave the employ of the said Department without giving two weeks notice in writing to the Chief.

NOV 13 2002

07132(08)

**2. RECOGNITION**

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

**3. EMPLOYER'S RIGHTS**

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

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

**4. HOURS OF WORK**

- 4.1. Each full-time fire fighter shall be required to work a two-platoon system consisting of an average of forty-two (42) hours a week, as per the attached schedule (**See Appendix "C"**) or any other schedule mutually agreed upon, with the exception of 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.
- 4.4. For the purpose of this agreement a "shift" shall constitute one full working day or one full working night.

**5. OVERTIME AND CALL-BACK**

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

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

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

Employees who are called in to report for duty within two (2) hours of the commencement of their regular shift (from 6:00 to 8:00 hours and from 16:00 to 18:00 hours) shall be paid for the credited hour(s) at the regular overtime rate.

## **WPFFA Collective Agreement 2002**

---

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

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

- 5.5.** All overtime hours owed to each individual fire fighter will be paid by the next pay period or on termination of employment whichever ever comes first.
- 5.6.** The payment outlined in Article 5.5 will be based on the individual's average annual salary of the year in which the overtime was accumulated (e.g., 1999 average salary for December 31/99 overtime) divided by 2,184 hours times the hours owing.
- 5.7.** The Employer will provide pager pay of eleven dollars (\$11.00) per day to the Fire Inspector required to carry the pager.
- 5.8** Overtime for employees who are requested to attend meetings and/or training sessions on a voluntary basis by the Corporation, Fire Chief, Deputy 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-

## **WPFFA Collective Agreement 2002**

---

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.

- 6.4.** Vacations shall not be cumulative for any employee and the choice of vacation will be under a system mutually agreed upon (**See Appendix "D"**).
- 6.5.** In determining the number of days of vacation, the period from July 1<sup>st</sup> to June 30<sup>th</sup> 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 (**See Appendix "D"**) A probationer shall receive one (1) lieu day off each full month in which they work in the initial calendar year.

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

**a. BENEFITS**

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

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

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

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

**8.2.** Sick leave credits shall accumulate to each employee's credit at the rate of 1½ working days per month of service to a maximum of eighteen (18) working days per year. Each employee shall be allowed to accumulate a credit for the difference between eighteen (18) working days per year and the number of working days that the employee was absent due to a non-occupational illness in that year, and such credit shall accumulate to an unlimited number of days. Each employee shall receive full salary during absence due to non-

## **WPFPA Collective Agreement 2002**

---

occupational illness for a maximum period of time as determined by the total sick leave credits credited to each employee.

- 8.3.** For the purposes of this section each shift lost shall constitute one (1) working day. Where less than a full shift is lost the number of hours absent shall be divided by the number of hours in the shift being worked to calculate the fraction of the day lost.
- 8.4.** The Employer shall have the right to take such steps as may be necessary to ascertain whether or not an employee is malingering.
- 8.5.** Upon termination of employment, a full-time fire fighter shall be entitled to be paid fifty (50)percent of their accumulated allowance provided their new employer will not accept the transfer of the employee's accumulated sick leave allowance. It is agreed that payment of all sick leave severance payments is conditional upon an employee having a minimum ten (10) years of continuous service with the Employer.
- 8.6.** At early retirement, subject to the approval of the Employer, an employee shall be entitled to take fifty (50) percent of their accumulated allowance as paid holidays.
- 8.7.** At normal retirement an employee shall be entitled to be paid fifty (50)percent of their accumulated allowance.
- 8.8.** In the event of death, the beneficiary as shown on the Group Insurance Record shall be paid fifty (50)percent of the number of the days accumulated sick leave to the employee's credit as set out above.
- 8.9.** The rate of pay shall be based on the employee's current annual salary.
- 8.10.** The length of payment shall be calculated by dividing the said fifty (50)percent of the accumulated allowance by five (5)to arrive at the number of weeks or fraction thereof.
- 8.11.** The fifty (50)percent payment as stipulated and outlined in Articles 8.5, 8.6, 8.7 and 8.8, shall at no time be in excess of the amount of one-half ( $\frac{1}{2}$ ) year's earnings.

## **WPFFA Collective Agreement 2002**

---

**8.12.** The Employer shall assume one hundred (100%) percent of the premium cost of providing O.H.I.P. along with the Clarica benefits policy #25600-5 or equivalent, for each active employee covered by this Agreement. The waiting period for new employees is six (6) months for the LTD plan, from the date of hire for O.H.I.P. and three (3) months for all other group plan benefits. The following items are some of the benefits included in the group plan:

### **Dental Plan:**

- (a) The Insured Dental Fee Schedule will be amended each January 1, to the O.D.A. Fee Schedule of the previous year.
- (b) Insured dependants 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 one thousand, five hundred (\$1,500) dollars lifetime for each member, their spouse and the insured dependants.
- (d) 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 for each member, their spouse and insured dependants.
- (e) The dental plan will provide for a nine month recall
- (f) **The Life Insurance Policy and The Accidental Death & Dismemberment Insurance Policy** will each be provided at the rate of two (2) times the employee's current salary to the nearest \$1,000 for each individual employee. This payment will satisfy the requirements of the employee rebate under the Employment Insurance Regulations governing the Reduction of Employer's Premiums.
- (g) **Dependant life insurance** coverage will be \$7,500 per spouse and \$4,000 per child.
- (h) **Vision care** coverage will be \$200 every 24 months for each member, spouse and insured dependant.
- (i) **Out of Province Emergency and Travel Assistance** coverage will be for all active employees, their spouses and insured dependants, but shall not apply to retired employees.



**WPFFA Collective Agreement 2002**

---

- (j) **L.T.D.** maximum shall be \$4,500 per month.
- (k) **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.
- (l) **Generic drugs** will be dispensed as per Ministry of Health regulations.

**8.13.** The Employer will provide benefits to retired employees prior to the retired employee's sixty-fifth (65<sup>th</sup>) 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.

**WPFFA Collective Agreement 2002**

**9. SALARYS AND INCREMENTS**

**9.1 SALARY SCHEDULE**

<b>Percentage Increase</b>		<b>6%</b>	<b>2.05%</b>
<b>Classification</b>	<b>Index(%)</b>	<b>01-Jan-02</b>	<b>01-Jul-02</b>
Platoon Chief	124%	\$74,985	\$76,523
Chief of Inspection Services (E)	128%	\$77,404	\$78,991
Senior Captain (Acting PC)	116%	\$70,148	\$71,586
Captain Training Officer	116%	\$70,148	\$71,586
Captain	<b>116%</b>	<b>\$70,148</b>	<b>\$71,586</b>
Fire Fighter/Mechanical Officer	116%	\$70,148	\$71,586
Fire Inspector	108%	\$65,310	\$66,649
Public Education/Fire Prevention Officer	108%	\$65,310	\$66,649
Fire Fighter/Mechanic (A)	108%	\$65,310	\$66,649
<b>1st Class Fire Fighter</b>	<b>100%</b>	<b>\$60,472</b>	<b>\$61,712</b>
2nd Class Fire Fighter	91.41%	\$55,277	\$56,411
3rd Class Fire Fighter	82.81%	\$50,077	\$51,104
4th Class Fire Fighter	74.22%	\$44,882	\$45,803
Probationer Fire Fighter	65.62%	\$39,682	\$40,495
<b>Asst. Chief Building Official (D) &amp; (F)</b>	108%	\$62,044	\$63,317
1st C. Fire/Building Inspector	95%	\$57,448	\$58,626
2nd Class F/B Inspector	86.84%	\$52,514	\$53,591
3rd Class F/B Inspector	78.67%	\$47,573	\$48,549
4th Class F/B Inspector	70.51%	\$42,639	\$43,513
Probationer F/B Inspector	62.34%	\$37,698	\$38,471
1st C Plans Examiner(B)	100%	\$50,627	\$51,665
2nd C. Plans Examiner(C)	91.41%	\$46,278	\$47,227
Probationer Plans Exam. (C)	82.81%	\$41,924	\$42,784

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

(B) The Plans Examiner's salary is not calculated on a percentage of the First Class Fire Fighter rate.

(C) Salary per cent is based on 1st Class Plans Examiner's salary.

(D) Up to the rank of 1st Class Fire Building Inspector, the premium pay will be 8% for the Assistant Chief Building Official

(E) Employees acting in the position of Chief of Inspection Services shall receive 124% of a First Class Fire Fighter rate.

(F) Wage based on First Class Fire/Building Inspector Rate

**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 below 1<sup>st</sup> Class.

## **WPFFA Collective Agreement 2002**

---

- (a) Upon completion of the first twelve (12) months of service with the Department a minimum of 70% in practical, 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% 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 70% of the third examination on any of the above stages, they may be subject to dismissal.

### **9.4. ACTING RANK**

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

Each full-time fire fighter who acts in the capacity of Captain without holding such permanent rank, shall be paid by the Employer one hundred and eight per cent (108%) 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, in accordance with the Promotional Policy.

**9.5. ONTARIO FIRE COLLEGE**

Employees attending the Ontario Fire College will be reimbursed \$50.00 (fifty) per five (5) days in lieu of expenses incurred for transportation to and from Fire College.

Furthermore notwithstanding Article 5.8:

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

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

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

**9.6. OTHER COURSES**

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

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

- 9.7** Should the Waterloo Fire Department 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 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 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 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 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 the Waterloo Fire Department.

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:

- 1.) An employee resigns voluntarily.
- 2.) An employee retires.
- 3.) An employee is discharged and not reinstated.

**WPFFA Collective Agreement 2002**

---

- 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 and requires additional 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 recall after layoff of full-time fire fighters of the Waterloo Fire Department, the following factors shall apply:

- 1.) Seniority with the Waterloo Fire Department.
- 2.) Qualifications and skill to perform the work required.

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

**11.4.** In the event of a layoff for a period of time, equal to one-half ( $\frac{1}{2}$ ) the length of a full-time fire fighter's seniority, or for a period of twenty-four (24) months, whichever is the lesser, their name shall be removed from the seniority list and they shall no longer be regarded as a full-time fire fighter covered by this Agreement, and the Corporation shall not be obligated to rehire them.

**11.5.** In the event the Corporation rehires a former fire fighter whose seniority has been broken, such former fire fighter may be rehired and classified at any one of the job title levels listed in Article 9. - Salary Schedule, up to and including the rank of First Class Fire Fighter, to fill an existing vacancy.

**11.6.** Failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Corporation by registered or certified mail, sent to the laid off former full-time fire fighter by the Corporation, and failure to return to work after an additional seven (7) calendar days following such notification shall result in the laid off fire fighter's name being struck from the

## **WPFFA Collective Agreement 2002**

---

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.
- 11.8.** In the event a full-time fire fighter performs the work of a Fire Building Inspector or Plans Examiner on a temporary basis, the fire fighter shall not be subject to any of the terms and conditions of this addendum unless mutually agreed upon.

## **12. DEPARTMENTAL RULES**

- 12.1.** The Departmental 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 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.** Employees shall be granted three (3) days leave from the day of the death without loss of salary when a death occurs in the immediate family of that employee. An employee may request to exchange one of the said (3) days for the day of the funeral. 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 and equivalent legal step relationship.
- Employees shall be granted one (1) day of leave the day of the funeral if they are a pallbearer in a funeral on the day shift..
- 13.4.** Employees who are required to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of their **jury** or witness service, such employee shall present to the Fire Chief a satisfactory certificate showing the period of such service. During such service, the employee will not suffer a loss of wages when taking into consideration compensation received for this service, excluding mileage and travelling expenses.



## **WPFFA Collective Agreement 2002**

---

### **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 bonafide requirement due to the nature of the work to be performed by each employee that each employee shall be retired automatically from service in 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 Appendix "B" attached and forming part of this Agreement on an "as needed basis" at the discretion of the full-time fire fighter.
- 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 completed in 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) balacava. Said clothing to be furnished as required.
- 15.5. Such uniforms and equipment shall be deemed to be the property of the Department and the last issue shall be turned over and accounted for to the Department on termination of employment.

**16. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**16.1.** The Waterloo Fire Department shall have a Joint Health and Safety Committee consisting of at 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:

- Identify workplace hazard(s).
- Obtain information from the employer about any existing or potential hazards in the workplace or workplace testing for safety purposes.
- Make recommendations to the employer to improve workplace health and safety.
- Investigate work refusals.
- Investigate serious accidents.
- Obtain statistical data from the Workplace Safety and Insurance Board.
- 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.

**17. DISCIPLINE AND DEVOTION TO DUTY**

**17.1.** All employees shall 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 Protection and Prevention 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 (moonlighting) which may impair their effectiveness as a fire fighter may be subject for the first offence, to suspension of not less than one (1) week at the discretion of the Fire Chief, and, for the second offence, 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 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:
    - a) The nature and degree of change,
    - b) The date or dates on which the Employer plans to effect the change(s),
    - 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

## **WPFFA Collective Agreement 2002**

---

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.

**21. GRIEVANCE PROCEDURE**

- 21.1.** It is the mutual desire of both parties that grievances 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.
- 21.3.** A grievance shall be defined as any 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 fifteen (15) qualified fire-fighting personnel, in the suppression division 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 Protection and Prevention as amended.

## **24 INDEMNIFICATION**

**24.1.** 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.

**25. SUCCESSOR RIGHTS**

- 25.1.** 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 the Fire Department with any other entity, or a transfer, disposition, privatization or joint venture in respect of all or part of the Fire Department, the Corporation shall immediately consult with the Association, providing full disclosure of such plans forthwith.

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

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

**26 DURATION**

- 26.1.** This agreement shall remain in force from the first day of January, 2002 to the last day of December, 2002 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 ninety (90) days and not later than sixty (60) 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 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 (65<sup>th</sup>) 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 (65<sup>th</sup>) 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.



**APPENDIX "B"**

**CLOTHING**

<b>Item</b>	<b>Frequency</b>
1 pair of Black Oxfords	Maximum – Every year
1 Dress Tunic & 1 pair of Pants, Wash & Wear	Maximum – Every 5 year
1 Light Jacket, Wash & Wear	Maximum – Every 2 years
4 pairs of Pants, Wash & Wear	Maximum – Every 2 years
6 Uniform Shirts	Maximum – Every 2 years

**APPENDIX "C"**

**FORTY-TWO HOUR SCHEDULE**

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

**SYSTEM FOR PICKING VACATIONS AND LIEU DAYS IN THE  
FIRE SUPPRESSION DIVISION**

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

**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 Fire Building Inspectors and Plans Examiners employed by the Waterloo Fire Department and represented by the Waterloo Professional Fire Fighters Association.

Fire Building Inspectors and Plans Examiners 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 amended to read “Fire Building Inspector and/or Plans Examiner”.

**Article 1.2** is amended as follows:

Each Fire Building Inspector and Plans Examiner shall be deemed to be a probationer for the first twelve (12) months of employment and the provisions of this Agreement shall apply to probationers unless specifically stated otherwise herein. No dispute as to the discharge of a probationer shall be considered under any provisions of this Agreement.

**Article 4.1** is amended as follows:

The Fire Building Inspectors and Plans Examiner shall work a forty (40)hour week consisting of five (5)days, eight (8)hours each day, Monday to Friday. Any changes to this system shall be mutually agreed upon.

**Article 8** is amended as follows: Add:

The Fire Building Inspectors and Plans Examiners shall receive sick leave benefits and severance allowance as specified in Article 8 of the W.P.P.F.A. current Collective Agreement.

## **WPFPA Collective Agreement 2002**

---

Notwithstanding, those Fire Building Inspectors commencing employment with the City before June 1st, 1985, shall retain their sick leave accumulation for past service before they joined the Fire Department and shall continue to accumulate sick days.

Those Fire Building Inspectors who were hired by the City on or after June 1st, 1985 shall start accumulating sick days from February 1, 1997 forward as specified in Article 8 of the W.P.F.F.A. current Collective Agreement. However, should they run out of sick leave accumulated after starting with the Fire Department, they can borrow from the accumulated sick leave earned for past service with the City with the understanding that the time be paid back. Notwithstanding, sick leave earned for past service with the City prior to employment with the Fire Department, shall never be used when calculating the sick leave severance payment.

**Articles 9.2, 9.3 and 9.4** shall not apply to Fire Building Inspector and/or Plans Examiner.

### **Add Article 9.7:**

When the Fire Building Inspectors or Plans Examiners are required to use their vehicles to perform their work, the employer shall pay the difference between their normal vehicle insurance and the business insurance required. The employer shall also pay mileage at the current City of Waterloo rate.

**Article 10.1** will be amended, add the following:

The positions of Chief of Inspection Services and Fire Inspector shall remain and should they become vacant because of retirement or any other reason, they shall be filled through the process of a mutually agreed upon promotional policy. In the absence of the Chief of Inspection Services, the Fire Inspector shall act in his/her capacity. In the absence of both the Chief of Inspection Service and the Fire Inspector the Public Education Officer/ Fire Prevention Officer shall act in capacity of Chief of Inspection Services. In the absence of the three said positions above, a fire investigator may be appointed from the suppression division when the need arises.

**Article 11.5** will be amended as follows:

In the event the Corporation rehires a former Fire Building Inspector or Plans Examiner whose seniority has been broken, such former Fire Building Inspector or Plans Examiner may be rehired and classified at any one of the salary grade levels listed in Article 9.1 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.

**Article 14.3** will be amended as follows:

Fire Building Inspectors and Plans Examiners shall contribute to the Pension Plan the appropriate per centum payable by a Corporation employee with a normal retirement age of sixty-five (65).

**Articles 15.4** is amended as follows:

The employer shall supply all safety equipment, protective clothing and tools that are required for the Fire Building Inspectors and Plans Examiner to perform their duties.

**Article 17.3** shall not apply to Fire Building Inspectors and Plans Examiners.

## **27. JOB DESCRIPTIONS**

Mutually agreed upon job descriptions for the Chief of Inspection Services, the Fire Inspector(s), the Fire/ Building Inspectors and the Plans Examiner(s) shall be deemed to constitute part of this Agreement. These Job Descriptions must be signed by both parties to the agreement and can only be changed by mutual consent.

**WPFPA Collective Agreement 2002**

---

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