

THIS AGREEMENT made the 23rd day of January, in the year of our Lord, One Thousand, Nine Hundred and Eighty-nine.

SOURCE	City
E.E.	89/01/01
year of our	1923
No. OF EMPLOYEES	96
NOMBRE D'EMPLOYÉS	96

BETWEEN:

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

OF THE FIRST PART

- and -

THE WATERLOO FIRE FIGHTERS ASSOCIATION
hereinafter called the "Employees"

OF THE SECOND PART

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

NOW THEREFORE **THIS** AGREEMENT WITNESSETH:

1:00 EMPLOYEES COVERED

1:01 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.

1:02 Each new employee shall be deemed to be a probationer for the first twelve (12) consecutive months of his employment and the provisions of this Agreement shall apply to probationers only if and where specifically provided for herein.

1:03 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.

2:00 RECOGNITION

2:01 The Employees Committee duly authorized to act as such, shall be the bargaining agent for all personnel of the Waterloo Fire Department.

2:02 Each employee 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.

4:03 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.

3:00 EMPLOYER'S RIGHTS

3:01 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,

4:00 HOURS OF WORK

4:01 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 mutually agreed upon, with the exception of day personnel who shall work **forty (40)** hours a week.

4:02 Each full-time Fire Fighter shall be entitled to two days off in every calendar week on a rotating system.

4:03 **The** Chief may grant the request of any two men to change their shifts or days off.

5:00 OVERTIME & CALL-BACK

5:01 All employees shall be granted **time** off work or 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.

- 5:02 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.
- 5:03 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 granted **time** off work 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.
- 5:04 Employees, who are required as part of their **regular** duties to attend court at hours in excess of their **regular** shift, shall **be** granted **time** off **work** 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.
- 5:05 Effective December 31st each year, **all** outstanding overtime hours owed to each individual fire fighter that exceeds fifty-six (56) hours in total **will** be paid not later than the first pay in February.
- 5:06 The payment outlined in Article 5:05 **will** be based on the individual's average annual **salary** of the year in which the overtime was accumulated (e.g. 1987 average **salary** for Dec.31/87 overtime) divided by 2184 hours times the hours owing over 56 in total.
- 5:07 A negative overtime balance per individual not exceeding twenty-eight (28) hours in total at any one time **may** be allowed at the discretion of the Chief. Such negative balance **shall** be paid **back** by working an equal number of overtime hours. **Failing** payment and on termination of employment, such negative balance will be deducted from any monies owing **as** determined by the individual's current average annual hourly rate.
- 5:08 On termination of employment an individual **will** receive pay for **all** overtime hours to their credit at the time of termination. This payment will be based on the individual's average annual salary as defined in Article 5:06.
- 6:00 **HOLIDAYS**
- 6:01 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.

6:02 **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-six (26) years of continuous service, shall be granted six (6) weeks vacation in each calendar year. Effective January 1st, 1988 six (6) weeks vacation on completing twenty-five (25) years of continuous service.

6:03 All new employees regardless of the starting date, shall not be **allowed more** than four (4) consecutive working shifts off until they can qualify under Section 6:01.

6:04 Vacations shall not be cumulative for any employee and the choice of vacation will be under a schedule mutually agreed upon.

6:05 In determining the number of days of vacation, the period from July 1st to June 30th shall **be** used.

7:00 LIEU DAYS

7:01 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 length of employment. Day personnel shall receive a total of twelve statutory or declared holidays off.

8:00 ACCIDENTS AND SICKNESS

8:01 Full-time **Fire** Fighters off duty as a result of occupational illness or an accident incurred in the performance of their duty shall receive hospitalization and medical care as provided by the Workers' Compensation Board. **Full** salary shall also be paid during each period of absence from duty which are recognized and approved by the Workers' Compensation Board provided that during such periods of absence **all** Workers' compensation payments are deposited to the credit of the City of Waterloo.

- 8:02 Sick leave credits shall accumulate to each employee's credit at the rate of 1-1/2 working days per month of service to a maximum of 18 working days per year. Each employee shall be allowed to accumulate a credit for the difference between 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.
- 8:03 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.
- 8:04 The Employer shall have the right to take such steps as may be necessary to ascertain whether or not an employee is malingering.
- 8:05 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 accumulated allowance provided his 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.
- 8:06 At early retirement, subject to the approval of the Employer, an employee shall be entitled to take fifty (50) percent of his accumulated allowance as paid holidays.
- 8:07 At normal retirement an employee shall be entitled to be paid fifty (50) percent of his accumulated allowance.
- 8:08 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 employees credit as set out above.
- 8:09 The rate of pay shall be based on the employees 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.

- :11 It is agreed by the parties to **this** Agreement, that the fifty **(50)** percent payment as stipulated and outlined in Articles 8:05, 8:06, 8:07 and 8:08, **shall** at no time be in excess of the amount of one-half (1/2) years earnings.
- 8:12 The Employer shall assume one hundred (100) percent of the cost of providing O.H.I.P., **Life** Insurance, **Long** Term Disability Insurance, Supplementary Medical Plan and a Dental Plan equivalent to or better than the Blue Cross Dental Plan No. 9, 1987 O.D.A. Schedule. Effective January 1st, 1990 the dental plan **will** be amended by adding an orthodontic benefit with a nil/nil deductible and a fifty **(50%)** percent reimbursement with a one thousand (\$1,000.00) dollar lifetime maximum. Effective January 1st, 1991 the O.D.A. Schedule **will** be amended to the 1990 O.D.A. Schedule.
- 8:13 The Employer **shall** provide Life Insurance coverage for **all** eligible employees at the rate of one and one-half (1-1/2) times the employees current annual **salary** to **the** nearest \$1,000.00 to a maximum of \$75,000.00 Life Insurance for each individual employee. It is agreed that until such time as the maximum coverage of \$75,000.00 per employee is achieved, this clause **shall** satisfy the requirements of the employee rebate under the Unemployment Insurance Regulations governing the Reduction of Employer's Premium.
- 8:14 The Employer will provide benefits to retired employees prior to the retired employee's sixty-fifth (65th) birthday as outlined in the provisions of Schedule "B" attached.

9:00 SALARY SCHEDULE

9:01

<u>Rank</u>	<u>Differential</u>	<u>Salary Effective January 1/89</u>	<u>Salary Effective January 1/90</u>
Platoon Chief (See Note 1)	124%	\$52,762.00	\$55,366.00
Chief Fire Prevention Officer	124%		\$55,366.00
Training Officer	124%		\$55,366.00
Captains	116%	\$49,358.00	\$51,794.00
Fire Prevention Officer	116%	\$49,358.00	
Training Officer	116%	\$49,358.00	
Fire Fighter/Mechanical Officer (See Note 2)	116%	\$49,358.00	\$51,794.00
Lieutenant	108%	\$45,954.00	\$48,222.00
Fire Inspector	108%	\$45,954.00	\$48,222.00
Fire Fighter/Mechanic (See Note 3)	108%	\$45,954.00	\$48,222.00
1st Class Fire Fighter	100%	\$42,550.00	\$44,650.00
2nd Class Fire Fighter	91.41%	\$38,895.00	\$40,815.00
3rd Class Fire Fighter	82.81%	\$35,236.00	\$36,975.00
4th Class Fire Fighter	74.22%	\$31,581.00	\$33,139.00
Probationer	65.62%	\$27,921.00	\$29,299.00

(1) Platoon Chief Rank is effective August 1st, 1989.

(2) Effective **April** 1st, 1989 the current Fire Fighter/Mechanic will be promoted to **Fire Fighter/Mechanical Officer**.

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

9:02 **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.

9:03 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 an applicant fails to attain the 70% he shall have the right, after thirty (30) days, of trying the oral and written examination. In the event an applicant is unsuccessful he 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 may be subject to dismissal.

9:04 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.

10:00 JOB VACANCY

10:01 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.

11:00 SENIORITY

11:01 All promotions in the Department shall be based upon the recommendations of the Chief, having regard to seniority of years of service and efficiency.

11:02 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 he shall no longer be regarded as a full-time Fire Fighter covered by this Agreement and the Employer shall not be obligated to rehire him, 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 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 11:04.
- 6.) An employee fails to return to work after recall from layoff within the time periods stated in Article 11:06.
- 7.) In the event of illness, on the date an employee has exhausted all his sick leave credits or becomes eligible for payment of Long Term Disability Benefits, whichever is the greater period of time.

11:03 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.

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.

11:04 In the event of a layoff in the Fire Department for a period of time, equal to one-half (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 name from the seniority list and he shall no longer be regarded as a full-time Fire Fighter covered by this Agreement, and the Corporation shall not be obligated to rehire him.

11:05 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 9:00 - **Salary** Schedule, up to and including the rank of First Class Fire Fighter, to fill an existing vacancy.

11:06 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 is unable to return to **work** within the prescribed time for a legitimate reason, **his name** will not be struck from the seniority List. His 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 Fire Fighters Association, for their information.

These **time** limitation 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 will be reinstated to his former rank, if appropriate, without **examination**, only if such vacancy occurs within two (2) years of the date of his return to service **as** a full-time **Fire** Fighter.

.1:07 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 11:04 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 City Treasurer.

12:00 DEPARTMENTAL RULES

12:01 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.

12:02 The employees **shall** have the right to suggest changes for the betterment of the Group Insurance Plan.

12:03 The employees **shall** have the right to discuss Department rules and regulations with the Fire Chief.

12:04 The employees **shall** have the right to request vacation salaries be paid prior to the holiday period, providing that three (3) weeks notification has been given to the City Treasurer.

13:00 LEAVE OF ABSENCE

13:01 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.

13:02 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.

- 3:03 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, wife, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law and sister-in-law.
- 13:04 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.
- 14:00 PENSIONS
- 14:01 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.
- 14:02 Employees **shall** be entitled to have representation at general meetings held pertaining to the pension plan, and receive notice of such meetings.
- 14:03 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.
- 14:04 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.
- 15:00 UNIFORMS AND EQUIPMENT
- 15:01 Each full-time fire fighter shall be supplied with the clothing listed on Schedule "A" attached and forming part of this Agreement.
- 15:02 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.

15:03 Purchase orders for the necessary clothing **will** be issued not later than April 1st of the current year.

15:04 Full-time fire fighters shall be supplied with rubber clothes for fire duties, consisting of one (1) pair of fire fighting boots, one (1) waterproof coat, one (1) helmet and one (1) pair of mitts. Said clothing to be furnished as required.

15:05 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.

16:00 SERVICE AWARDS

16:01 One service stripe shall be awarded for each five (5) years of completed continuous service. Each stripe **will** carry a service award of Five Dollars (**\$5.00**) per month per stripe after five (5) years. **This** provision shall not apply to employees hired on or after January 1st, 1985.

16:02 **This** service award will **be** paid on the anniversary date of the employee's service.

17:00 DISCIPLINE AND DEVOTION TO DUTY

17:01 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.

17:02 Each employee shall be a full-time employee of the Waterloo Fire Department and any employee doing any work outside which **may** impair **his** effectiveness **as** a Fire Fighter shall 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, to **dismissal**.

17:03 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**.

18:00 OPERATIONAL CHANGE

18:01 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 :00

CONTRACTING OUT

19 :01

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.

20:00 LABOUR/MANAGEMENT COMMITTEE

20:01 The parties agree to form a Labour/Management Committee consisting of the Fire Chief, Deputy Fire Chief, a representative of the Personnel 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 :00 GRIEVANCE PROCEDURE

21 :01 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 :02 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 :03 For the purpose of this Agreement 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 :04 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.



.1:05 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,

21:06 Replies to grievances shall be in **writing** at **all** stages.

21:07 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.

22:00 ARBITRATION

22:01 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.**

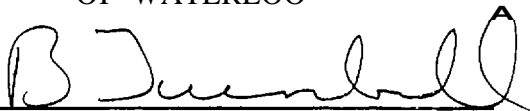
23:00 DURATION

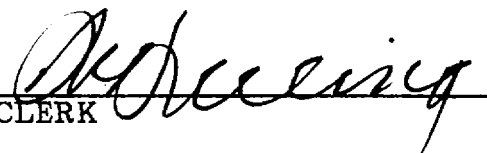
23:01 This Agreement shall remain in force from the first day of January 1989 to the last day of December 1990 and thereafter shall automatically be renewed from year to year until notice of termination or proposed revision of any provision hereof, to be given by either party, in writing, to

the proper official of the other party (the Commissioner of Personnel 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.

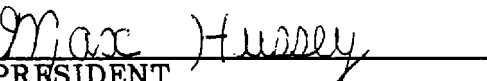
IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Employees have caused this instrument to be executed the day and year first above written.


THE CORPORATION OF THE CITY
OF WATERLOO


MAYOR


CLERK

THE WATERLOO FIRE FIGHTERS
ASSOCIATION


PRESIDENT


SECRETARY

CLOTHING - SCHEDULE "A"

Clothing to be Purchased in the Year Indicated by (X)

CLOTHING	1983	1984	1985	1986	1987	1988	1989
1 Dress Uniform c/w 2 Pr. Pants every 5 Years	Eliminate the dress uniform eff. Jan.1/83						
1 Pair Black Oxfords Yearly	X	X	X	X	X	X	
1 Light Jacket every 2 Years	X		X		X		(Commence Schedule again in 1989
2 Pair of Wash & Wear Pants as Scheduled	X	X					beginning at the year 1983)
4 Pair of Wash & Wear Pants as Scheduled			X		X		
1 Tunic - Wash & Wear every 6 Years		X					
6 Shirts every 2 Years	X		X		X		

All new employees hired on or after January 1st, 1983 will be included in the purchase of clothing as shown above on the first year of group purchase immediately following completion of their probationary period and will progress through the schedule from that point onward.

FORTY-TWO HOUR SCHEDULE

<u>1st Week</u>		<u>2nd Week</u>		<u>3rd Week</u>																	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
N	A	A	A	A	C	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C
D	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C	C	B	B	B	B	D
<u>4th Week</u>		<u>5th Week</u>		<u>6th Week</u>																	
N	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C	C	B	B
D	D	D	D	A	A	A	A	C	C	C	C	B	B	B	B	D	D	D	D	A	A
<u>7th Week</u>		<u>8th Week</u>		<u>9th Week</u>																	
N	B	B	D	D	D	D	A	A	A	A	C	C	C	C	B	B	B	B	D	D	D
D	A	A	C	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C
<u>10th Week</u>		<u>11th Week</u>		<u>12th Week</u>																	
N	D	A	A	A	A	C	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A
D	C	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C	C	B	B	B	B
<u>13th Week</u>		<u>14th Week</u>		<u>15th Week</u>																	
N	C	C	C	C	B	B	B	B	D	D	D	D	A	A	A	A	C	C	C	C	B
D	D	D	D	D	A	A	A	A	C	C	C	C	B	B	B	B	D	D	D	D	A
<u>16th Week</u>																					
N	B	B	B	D	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 90% 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 65th birthday, subject to the following conditions :

- 1.) **This** program will be extended only to employees voluntarily electing retirement before the age of 65 and within 10 years of their normal retirement date. **This is** interpreted to mean that the employee is 55 years of age or older for an age 65 normal retirement date or 50 years of age or older for an age 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 65th birthday.
- 4.) The Corporation will bill the retired employee semi-annually in advance at the last address provided the Personnel Department for ten (10) percent of the premium cost of the benefits provided. In the event payment is not received by the Corporation as specified in the billing, **all** benefits **will** be cancelled forthwith and eligibility for future coverage shall cease. It will be the retired employee's responsibility to ensure that the City Personnel Department has a correct billing 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 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 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 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 "civilian dispatcher".

Article 1:02 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 9:00 - SALARY SCHEDULE - is amended to read as follows:

<u>GRADE</u>	<u>Effective Jan. 1/89</u>	<u>Effective Jan 1/90</u>
Probationer	\$22,162.00	\$23,255.00
After one (1) year of service	\$23,901.00	\$25,079.00
After two (2) years' of service	\$25,635.00	\$26,899.00
After three (3) years' of service	\$27,400.00	\$28,751.00
After four (4) years' of service	\$28,786.00	\$30,205.00

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

Articles 9:02, 9:03 and 9:04 **shall** not apply to **Civilian** Dispatchers.

Article 11:05 will be amended **as** follows:

In the event the Corporation **rehires** a former **Civilian** Dispatcher whose seniority **has** been broken, **such** former Civilian Dispatcher **may** be rehired and classified at any one of the **salary** grade levels listed in Article 9:00 - Salary Schedule.

Article 11:06 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 11:08 will **be** included as follows:

Transfer:

In the event a Civilian Dispatcher is transferred to the position of a full-time fire fighter, 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 14:03 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 15:00 is amended as follows:

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

Articles 15:01, 15:02, 15:03 and 15:04 **shall** not apply to Civilian Dispatchers.

Articles 16:00, 16:01 and 16:02 **shall** not apply to Civilian Dispatchers.

Article 17:03 **shall** not apply to Civilian Dispatchers.