

| | | | |
|-------------------|---------|----|----|
| SOURCE | Borough | | |
| EFF. | 91 | 01 | 01 |
| TERM. | 91 | 12 | 31 |
| No. OF EMPLOYEES | 145 | | |
| NOMBRE D'EMPLOYÉS | 88 | | |

1991 COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE BOROUGH OF EAST YORK

and

THE EAST YORK FIRE FIGHTERS ASSOCIATION

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LETTERS OF INTENT

THIS AGREEMENT made in duplicate ~~as of~~ the 1st day of September, A.D., 1992.

- BETWEEN -

THE CORPORATION OF THE BOROUGH OF EAST YORK,
hereinafter called the "**Corporation**"

OF THE FIRST PART

-AND-

THE EAST YORK FIRE FIGHTERS ASSOCIATION, hereinafter
called the "**Association**"

OF THE SECOND PART

WITNESSETH that the parties hereto in consideration of the mutual covenants and agreements hereinafter contained do hereby agree, as follows:

ARTICLE 1

GENERAL PURPOSE

The parties hereto have agreed to enter into these presents for the purpose of **maintaining** harmonious relations between the Corporation and the Association, and to provide an amicable method of settling any difference or grievance ~~which~~ might possibly arise.

ARTICLE 2

EMPLOYEES COVERED BY THIS AGREEMENT

For the purpose of ~~this~~ Agreement, the words "*employee" or "Fire Fighter" ~~shall mean~~ each regular full time Fire Fighter of the Corporation's Fire Department, **with** the exception of the Fire Chief, the Deputy Fire ~~Chief,~~ and **all** Probationer Fire Fighters during the first three (3) months of employment immediately following the completion of the basic training period, **as** provided in Article **8.02**, and the words "employees" or "Fire Fighters" ~~shall~~ have a corresponding meaning.

ARTICLE 3

· RECOGNITION

3.01 **ASSOCIATION AS SOLE AGENCY**

The Corporation recognizes **the** Association **as** the sole collective bargaining agency of **all** the said Fire Fighters for the purpose of collective bargaining.

3.02 ASSOCIATION RESPONSIBILITIES

The Association recognizes the responsibilities imposed upon it **as** the exclusive bargaining agent for the unit. Both parties therefore agree that they will co-operate in **a** mutual effort to encourage economy of operation, eliminate waste, actively combat absenteeism, promote and improve morale, help prevent accidents and strengthen goodwill between the employer, the employee and the public.

3.03 MEMBERSHIP

All employees of the Corporation's Fire Department who are now members of the said Association shall remain members in good standing **as** a condition of continued employment, and all new employees of the said Fire Department **shall** become members of the Association after the first three (3) month's employment immediately following the basic **training** period, **as** provided in Article 8.02, and **shall** continue their membership in good standing in the said Association **as** a condition of continued employment.

ARTICLE 4

NO DISCRIMINATION

The Corporation and the Fire chief **shall** not object to any employee being affiliated with the Association or its affiliates, and shall not discriminate against any employee for **his** connection with same. The employee on the other hand, either collectively or otherwise, **shall** not in any way interfere with or limit the Fire Chief's right to discipline or discharge any employee, except **as** provided in Article 6 hereof.

ARTICLE 5

REPRESENTATION

The Corporation will recognize a Bargaining Committee, **as** outlined in the Fire Departments Act. The Corporation shall be kept informed by the Association, from time to time, of the personnel of the Committee.

ARTICLE 6

MANAGEMENT RIGHTS

The Association **agrees** that the Corporation has the exclusive right to manage **the affairs** of its Fire Department, **direct** the working forces and to hire, promote and transfer and for just **cause** demote, lay off, suspend or discharge employees. The Corporation agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of **this** Agreement, and subject to the right of an employee to lodge a grievance **as** set forth herein. A copy of all Standing Orders and Memos issued by the Corporation and posted in **the** fire stations **shall** at the same time be forwarded to **the** Secretary of the Association.

ARTICLE 7LEAVE OF ABSENCE**7.01 LEAVE FOR ASSOCIATION OFFICERS**

The President, any four **(4)** members of the Executive of the Association and **any** officers of an affiliated body, subject to substitutes being provided at the expense of the Association, shall be granted leave of absence **as** may be necessary for the proper performance of their offices, insofar as the regular operations of the services of the Fire Department will permit, and at the discretion of the Fire Chief.

7.02 LEAVE FOR ASSOCIATION DELEGATES

Any delegates or alternate delegates who may, from time to time, be duly authorized and designated by the members of the Association, to attend the **annual** or bi-annual convention or seminar program of any Provincial, National or International Association that this Association may have membership in, **shall** be granted time **off** to attend such convention or seminar program, with a **maximum** of five **(5)** days, provided **such** delegates or alternate delegates do not exceed five **(5)** in number, and the association at its **own** expense provides substitutes for four **(4)** of them, and **insofar as** the regular operations of the service of the Fire Department **will** permit, at the discretion of the Fire Chief, provided however, that where possible, all officer substitutes **shall** be on a rank for rank basis. Upon application of the Association, the Council of the Corporation may grant any employee such other leave of absence **as** it may see fit, insofar **as** the regular operations of the Fire Department will permit.

7.03 LEAVE FOR ASSOCIATION BUSINESS

The Corporation agrees that where permission has been granted to representatives of the Association to leave their employment temporarily in order to *carry on* negotiations with the Corporation, or with respect to a grievance, they **shall** suffer no loss of pay for the time so spent, provided however, the Association **shall** provide substitutes, at the expense of the Association, in the event that such temporary leave necessitates the removal from service of fire fighting apparatus.

7.04 LEAVE TO SERVE IN AFFILIATED ORGANIZATIONS

Any employee who is elected or selected for a full time position with any organization with which this Association is affiliated may be granted leave of absence without pay or loss of seniority established at the time such leave is granted by the Corporation, for a period of one (1) year. This period may be extended by the Corporation at the end of the year.

7.05 BEREAVEMENT LEAVE

Upon the death of a member of the immediate family of an employee, the said employee shall be allowed up to three (3) days' leave of absence, without loss of remuneration, including ~~off~~ duty time, subject to the approval of the Fire Chief. For the purposes of this section of this Article, "immediate family" shall mean:

"Mother, Father, Spouse or Common-law Spouse (but not both) or Fiance/Fiancee, Child, Sister, Brother, Mother-in-law, Father-in-law",

and that "Common-law Spouse" shall mean "a member of the opposite sex **living with** the employee for a period of at least one (1) year in a relationship where they are generally known in the community as husband and wife." Further, an employee ~~shall~~ be allowed a one (1) day leave of absence, without loss of remuneration, including off duty time, to attend the funeral of the employee's Grandfather, Grandmother, Grandchild, Brother-in-law or Sister-in-law. Where the circumstance warrants, the Fire Chief, or in ~~his~~ absence the Deputy Fire Chief, may grant additional bereavement leave.

Insofar ~~as~~ the regular operations of the Fire Department may permit, the Fire Chief shall **allow** graded time off duty to **any** employee for the attendance at funerals, etc., of any relative not included in Article 7.05.

7.06 WITNESS DUTY

Employees who are required to serve ~~as~~ witnesses in any court shall be granted leave of absence for ~~this~~ purpose. Such leave will not constitute a break in service for the calculation of seniority or sick leave **credits**. Upon completion of ~~his~~ witness service, such employee shall present to the Fire Chief satisfactory certificate showing the period of such service. **Such** employee ~~shall~~ be paid ~~his~~ full ~~salary~~ for the period of such witness service, provided he ~~shall~~ deposit **with** the Treasurer of the Corporation **the** full **amount** of compensation received, excluding mileage and travelling expenses and an official receipt therefor.

7.07 WITNESS TO AN EVENT WHILE ON DUTY

An employee who is required to serve during any off duty time as a witness in any court in connection **with** any event that occurred while the ~~*employee was~~ on duty ~~shall~~ be granted equivalent time off in lieu **as arranged** between the employee and the Fire Chief or his designate, with **all** provisions, where applicable, of Article 7.06 to apply thereto. Further, where the employee's expenses exceed the **witness** fee received, the Corporation ~~shall~~ reimburse said employee up to a maximum of \$25.00 per day, less **such witness fee**, provided however the employee shall

justify ~~his~~ expenses ~~as~~ provided in Article 7.06.

ARTICLE 8

CLASSIFICATION, ADVANCEMENT AND SENIORITY

8.01 CLASSIFICATION

The classifications of Fire Fighters and Inspectors up to and including First class ~~shall~~ be ~~as~~ follows:

1. Probationer Fire Fighter/Inspector
2. Third **Class** Fire Fighter/Inspector
3. Second **Class** Fire Fighter/Inspector
4. First Class Fire Fighter/Inspector

8.02 ADVANCEMENT

The advancement in classification through the increment range from Probationer Fire Fighter/Inspector to First Class Fire Fighter/Inspector is based on service with qualifications ~~as~~ provided in Article 8.03. Advancement in each classification ~~shall~~ take place ~~as~~ a result of written, practical and oral examinations, personal assessment, and on completion of the following ~~periods~~ of service in each classification:

- | | | |
|----|---|----------|
| 1. | Probationer Fire Fighter/Inspector | one year |
| 2. | Third Class Fire Fighter/Inspector | one year |
| 3. | Second Class Fire Fighter/Inspector | one year |

A progress report will be submitted on all Probationer Fire Fighters/Inspectors ~~as~~ required by the Fire Chief.

~~All~~ employees taken on the Fire Department will, where practical in the opinion of the Fire Chief, receive up to eight (8) weeks' basic training under the Department Instructor before being allowed on shift work.

8.03 QUALIFICATIONS FOR ADVANCEMENT

To qualify for advancement from Probationer Fire Fighter/Inspector to Fire Fighter/Inspector Third, Second and First Class, a qualifying mark ~~as~~ determined by the Fire Chief and posted prior to any examination must be attained, with not less than 65% in any qualifying test. If a Fire Fighter/Inspector fails to ~~pass~~, he shall be re-examined within ~~sixty~~ (60) ~~days~~. **As** a result of ~~his~~ re-examination, the Fire Chief shall recommend that the Fire Fighter/Inspector be advanced to the next classification or such other action ~~as~~ the Chief ~~deems~~ necessary. In no event, however, will a Fire Fighter/Inspector be required to remain in one classification for a longer period than fourteen (14) months.

In the case of a Fire Fighter/Inspector failing to qualify for advancement,

he ~~shall~~ be re-examined only in the subjects in which he failed to attain a **qualifying mark**.

8.04 SENIORITY

In determining an employee's length of service, computation will begin on the date the employee began continuous full-time work with the Fire Department. Former employees re-entering the service after continuity of service ~~has~~ been broken for any reason (Her Majesty's Service and the provisions of Article 7.04 excepted) ~~shall~~ be considered new employees and ~~seniority~~ shall **start as** of the day they re-entered the service.

8.05 LONG SERVICE RATES

With a view to rewarding employees who have served uninterruptedly with the employer for long period, the following **rules** under ~~which~~ an employee shall be granted Long Service Rates shall apply:

| <u>Service</u> | <u>Rate (\$)</u> |
|-----------------------------------|------------------|
| After 10 years | 120.00 |
| After 15 years | 180.00 |
| After 20 years | 240.00 |
| After 25 years | 300.00 |
| After 30 years (maximum) | 360.00 |

payable with **the** first pay in December each year computed to and including December **31** of each year.

ARTICLE 9

PROMOTION, RE-QUALIFICATION AND ACTING RANKS

9.01 METHOD ~~OF~~ PROMOTION

All promotions in **the** Fire Department shall be conditional on a satisfactory Performance **Rating** Report, and then based on skill, knowledge, ability and seniority. In determining skill, knowledge and ability, ~~consideration~~ shall be given to the results of written, practical and oral examinations with not ~~less~~ than **65%** in any category **and** a minimum of **75%** overall. For the purpose of promotion, seniority shall be applied at the rate of one-half (**1/2**) point per year of service to a maximum of twenty (20) years or ten (10) points. At the time of each competition the total number of promotions that are to be made at that time shall be clearly stated by **the Fire** Chief, or in ~~his~~ absence, the Deputy Fire Chief. **Other** successful applicants (those not placed on the 'acting' list at the time) shall be **held** on a secondary list for a period not to exceed twelve (**12**) calendar months, following ~~which~~ they may compete in the next promotional consideration.

9.02 REQUALIFICATION

All employees who, after April 9, 1985, **qualify** under Article 9.01 to act in the capacity of a more senior rank shall be required to re-qualify every two (2) years thereafter, with the resulting '**qualified** list' being updated, **as** required, and posted. **Any** employee required to write a re-qualification **exam** while off duty **shall** be reimbursed with equivalent time off.

Requalification for employees acting in the capacity of a Captain shall consist of a written and oral examination.

Requalification for employees **acting** in the capacity of a District Chief **shall** consist of an oral **board**.

9.03 CAPTAIN IN CHARGE

All manned apparatus, **with** the exception of Chief Officer's (District Chief and above) cars, **shall** have a Captain or Acting Captain in charge on the vehicle at all times.

9.04 ACTING CAPTAIN DEFINED

An Acting Captain shall be a First **Class** Fire Fighter qualified to be a Captain and appointed by the Fire Chief. He **shall** act **as** Captain in the event that a regular Captain is absent from regular duty, but in no event **shall an** Acting Captain act **as** a regular Captain on a **shift** due to a permanent shortage of Captains.

9.05 DISTRICT CHIEF ON DUTY

A District Chief or **Acting District** Chief **shall** be on duty on each of the four **shifts** at all **times**.

9.06 ACTING DISTRICT CHIEF DEFINED

An Acting District Chief shall be a Captain qualified to be a District Chief **and** appointed by the Fire **Chief**. He **shall** act **as** a District Chief in the event that a regular District Chief is absent from regular duty, but in no event, **shall an** Acting District Chief serve **as** a regular District Chief due to a permanent shortage of **District** Chiefs.

9.07 PAY FOR ACTING RANK

Where **an** employee acts in the capacity of a senior rank, he **shall** be paid the rate of pay of **such** senior rank for **all shifts so** worked. It is agreed, however, that employees entitled to work in this capacity **shall** be **only those** who **are qualified** for such position. It is further agreed that all such

"acting time" shall be shared as equally as possible by those employees qualified to act in the capacity of a more senior rank

ARTICLE 10

ACCIDENT AND SICKNESS

10.01 SUSTAINED WHILE ON DUTY

Where an employee is off duty as a result of injuries and/or illness sustained while on duty, and such injuries and/or illness result from the hazards arising from his employment as a Fire Fighter, the Council, upon recommendation of the Fire Chief, shall authorize the payment of salary in full for such off-duty time, without deductions being made from sick time allowance. Payment of salary to an employee, off duty due to accidental injury or industrial disease while on duty, shall be brought up to 100% of his 'net' pay during the period of such absence, and shall be made without deduction from accumulated sick leave credits. Net pay while on W.C.B. benefits shall be equal to the net amount of salary the employee would receive had he remained at work. Employees in receipt of W.C.B. benefits shall not suffer any reduction in their eventual pension receivable due to their being in receipt of W.C.B. benefits. Each case, however, is to be dealt with upon its own merits, and will be subject to adjudication by the Workers' Compensation Board.

10.02 WCB BENEFITS PAID OVER TO CORPORATION

Where payment is being made on an employee's behalf by the Workers' Compensation Board, such amount shall be paid over to the Corporation, and such employee shall be paid on regular pay days by the Corporation.

ARTICLE 11

HOURS OF WORK

11.01 FIRE FIGHTING DIVISION

Employees of the Fire Fighting Division shall not be required to work more than forty two (42) hours per week on the average, based on the two platoon system as set out in the Fire Departments Act and on a schedule as agreed upon by the Fire Chief.

11.02 FIRE PREVENTION AND TRAINING

Employees of the Fire Prevention and Training Divisions shall not be required to work more than thirty five (35) hours per week on the average, based on a five (5) day work week, provided however that from the period on or about June 1 to and including on or about August 31 the thirty five (35) hour week herein referred shall be based on a four (4) day work week, and on such schedules as agreed upon by the Fire Chief. The aforesaid four (4) day work week will not apply to a Fire Prevention Officer or Instructor.

11.03 EXCHANGE OF SHIFTS

It is understood that nothing in the above mentioned schedules of hours of work will prevent any two employees ~~from changing shifts~~ or days off, provided that such ~~shifts~~ or days off must be repaid within a ninety (90) ~~day~~ period, subject to the approval of the Fire Chief, Deputy Fire Chief or a designated officer.

11.04 OTHER DUTIES

Full time Fire Fighters assigned to other than fire fighting duties to be governed by the Fire Departments Act.

ARTICLE 12

SALARIES

The schedule of salaries paid to employees covered by this Agreement ~~shall~~ be as follows:

| | <u>Jan 1/91</u> | <u>Jul 1/91</u> | <u>% Diff of First Class</u> |
|---|-----------------|-----------------|--------------------------------------|
| District Chief | 64,235 | 65,965 | 130% |
| Fire Prevention Officer, Instructor | 59,290 | 60,885 | 120% |
| Captain | 56,820 | 58,350 | 115% |
| First Class Fire Fighter First Class Inspector | 49,410 | 50,740 | 100% |
| Second Class Fire Fighter Second Class Inspector | 42,295 | 43,435 | 85.6% |
| Third Class Fire Fighter Third Class Inspector | 37,160 | 38,160 | 75.2% |
| Probationer Fire Fighter Probationer Inspector | 32,115 | 32,980 | 65% |

ARTICLE 13

STATUTORY HOLIDAYS

13.01 LIEU DAYS

In lieu of each of the following statutory or proclaimed holidays, that is,

.

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, **Thanksgiving** Day, Remembrance Day, Christmas Day, Boxing Day, Floating Day, and such other civic holidays **as** may be proclaimed by the Borough Council, each employee coming within the ~~Association~~ shall be entitled to a day ~~off~~ with pay, provided however, that notwithstanding the provisions contained in this Article, each employee coming within the Bargaining Unit shall, in lieu of one (1) day off with pay, receive payment for one (1) statutory or proclaimed holiday on or about **January 15** of each year. The formula for calculating such payment shall be $1/182 \times \text{annual salary}$.

13.02 SCHEDULING OF LIEU DAYS

The scheduling of lieu days **shall** be in accordance with Schedule "A", attached hereto **and forming** part of this Agreement.

ARTICLE 14

VACATIONS

14.01 LENGTH OF VACATION

Employees coming within the Association who have not completed one year of service by August 31st of any year **shall** be granted vacation with pay on the basis of one (1) day for each completed month of service previous to each August 31st, provided that credit shall be given for a month in which employment commenced if the starting date is prior to the fifteenth of the month.

14.02 TWO WEEKS' VACATION

Fire Fighters/Inspectors completing one (1) year of service on or before August 31st of **any** year, will receive two **(2)** weeks' vacation with pay until the third (3rd) year.

14.03 THREE WEEKS' VACATION

Fire Fighters/Inspectors completing **three** (3) years' service on or before August 31st of **any** year, will receive three (3) weeks' vacation with pay, and those on and after September 1st of any year will be entitled to two **(2)** weeks' vacation with pay, in the anniversary year, and three (3) weeks' thereafter ~~until~~ the tenth (10th) year.

14.04 FOUR WEEKS' VACATION

Fire Fighters/Inspectors completing ten (10) years' service on or before August 31st of any year, will receive four **(4)** weeks' vacation with pay, and those on and after September 1st of **any** year will be entitled to three (3) weeks' vacation with pay, in the anniversary year, **and** four (4) weeks' thereafter ~~until~~ the eighteenth (18th) year.

14.05 FIVE WEEKS' VACATION

Fire Fighters/Inspectors completing eighteen (18) years' service on or before August 31st of any year, will receive five (5) weeks' vacation with pay, and those on and after September 1st of any year will be entitled to four (4) weeks' vacation with pay, in the anniversary year! and five (5) weeks' thereafter ~~until~~ the twenty-fourth (24th) year.

14.06 SIX WEEKS' VACATION

Fire Fighters/Inspectors completing twenty-four (24) years' service on or before August 31st of any year, will receive ~~six~~ (6) weeks' vacation with pay, and those on and after September 1st of any year ~~will~~ be entitled to five (5) weeks' vacation with pay, in the anniversary year, and ~~six~~ (6) weeks' thereafter.

14.07 ROTATION

Vacation will be granted on a rotation basis by number **and** choice in accordance with Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 15

SICK LEAVE

15.01 SICK LEAVE DEFINED

~~Sick~~ leave means the period of time an employee is permitted to be absent from duty with ~~full~~ pay by virtue of being sick or disabled, or because of accident for which compensation is not payable under the Workers' Compensation Act. Notwithstanding the foregoing, an employee shall not receive sick pay when eligible to receive compensation under the Workers' Compensation Act due to **injury sustained** while on the payroll of someone other than the Corporation. Sick pay will not be paid or **authorized** for employees medically certified as "Not Fit for Duty" where such employee is actively engaged in other employment for compensation.

15.02 AMOUNT OF SICK LEAVE

Employees in the Association ~~shall~~ receive sick leave accumulated on the following basis: after three (3) months' continuous service, sick leave allowance shall be one and one-half days per month of unbroken service commencing with the end of the third month of employment, provided that the Corporation may require ~~satisfactory~~ evidence of illness justifying absence ~~from~~ duty in the event of a claim for ~~sick~~ leave. Broken service for the purposes of ~~this~~ Article ~~shall~~ be deemed to mean absence (except for vacation, day in ~~lieu~~ of statutory or proclaimed holiday, compensable accident or ~~illness~~, and leave of absence where this Agreement provides that such leave will not constitute such broken service or where the

Corporation approves the leave of absence **as** not constituting such broken service) in excess of eight (8) **shifts** in any calendar month.

15.03 DEDUCTIONS FROM SICK LEAVE

In any one (1) year where an employee **has** not had sick leave or only a portion thereof, he shall be entitled to the accumulation of all the unused portion of sick leave for **his** future benefits. A deduction shall be made from accumulated sick leave of all days absent for sick leave **as** defined in Article 15.01. Each **full shift** lost by an employee shall be considered **as** one day. The Fire Chief or **his** designate may refuse to authorize sick pay if he **has** reasonable grounds to believe that the absence was not due to illness or injury, **as** defined in Article 15.01.

15.04 PROOF OF ILLNESS

An employee, upon returning to work or **as soon as** practical, shall be required to produce a certificate from a duly qualified medical practitioner for any compensable or non-compensable illness or accident in excess of two (2) **shifts**, certifying that such employee was unable to carry out his duties due to illness or accident, and may be required to produce such certificate for any **such** absence. In the case of prolonged absence, a certificate **shall** be submitted every thirty (30) days. In the case of a certificate **from an** "out of province" medical practitioner, such certificate must clearly conform with the above regulations, where possible. For just cause, the Corporation **may** require an employee to submit himself to a medical examination on Corporation **time** by a physician designated by the Corporation, at no cost to the employee. If the employee is found to be physically unfit to perform his departmental duties by the physical appointed by the Corporation, he **shall** have the right to be examined by a medical board. The medical board will consist of three (3) persons, one of whom shall be appointed by the Corporation, one of whom shall be appointed by the employee involved, and the third by the first two (2) appointees. The cost of **such** medical **board** to be borne in the same manner **as** the cost of arbitration.

15.05 SICK LEAVE DURING LEAVE OF ABSENCE

When an employee is given leave of absence without pay for any reason and returns **within** one (1) year to the service of the Corporation upon expiry of such leave of absence, he shall not receive credit for the period of **such** absence, but **shall** retain **his** cumulative credit, if any, existing at the time of **such** leave.

15.06 RETIREMENT ALLOWANCE **FROM ACCUMULATED SICK LEAVE**

Upon retirement, **an** employee **having** attained the age of fifty-five (55)

years ~~shall~~ be entitled to an amount based on his salary at the time of his retirement, for days ~~standing~~ to his credit, but not to exceed six (6) months. If an employee retires, after completing twenty (20) years service with the Corporation and ~~having~~ less than three (3) months' sick time allowance to ~~his~~ credit, sufficient sick leave time is to be allowed so ~~as~~ to provide for ~~an~~ allowance of three (3) months; except where sick leave time allowance to ~~his~~ credit is less than three (3) months ~~as~~ a result of sick leave used immediately before ~~his~~ retirement, in which case he shall receive payment for ~~unused~~ sick leave accumulated at the time of his retirement.

15.07 SEVERANCE ALLOWANCE FROM ACCUMULATED SICK LEAVE

Provided ~~an~~ employee ~~has~~ completed employment of at least ten (10) years, if he voluntarily terminates such employment he is entitled to no more ~~than~~ an amount ~~equal~~ to his ~~salary~~, wages or other remuneration for one-half the number of days standing to ~~his~~ sick pay credit and in any event not in excess of the amount of one-half year's earnings, at the rate received by him immediately prior to termination of employment.

Subject to the foregoing maximum entitlement, the ~~formula~~ for calculating ~~such~~ sick pay ~~credit~~ for employees ~~shall~~ be ~~based on a five day week~~, which is a two hundred and sixty day year, ~~as~~ follows:

$$\frac{\text{Annual Salary}}{260} \times \frac{\text{Number of Sick Day Credit}}{2}$$

15.08 DISABILITY ALLOWANCE FROM ACCUMULATED SICK LEAVE

Incapacitated employees ~~upon~~ retirement ~~shall~~ receive payment for all accumulated sick leave to a maximum of six (6) months, regardless of age or length of service. Incapacitated employees are those incapacitated because of disabilities arising from their work, and upon retirement means upon retirement before the due date.

15.09 DEATH ALLOWANCE FROM ACCUMULATED SICK LEAVE

In the event of the death of an employee with ten (10) or more years of service, ~~his~~ estate ~~shall~~ be entitled to receive payment for all accumulated sick leave of ~~such~~ employee with a minimum of three (3) months and a maximum of ~~six~~ (6) months, and with under ten (10) years of service, ~~his~~ estate ~~shall~~ be ~~entitled~~ to the ~~full~~ unused sick time allowance up to a maximum of ~~six~~ (6) months.

ARTICLE 16**BENEFITS****16.01 HOSPITAL, SURGICAL, MEDICAL AND DENTAL BENEFITS**

All eligible employees **shall** subscribe to the **Ontario** Health Insurance Plan for a comprehensive plan of health insurance and Standard Ward hospital care. **All** employees may, if they so desire, subscribe to a plan equivalent to P.S.I. Extended Health Plan (\$10/\$20 deductible, no co-insurance), including an Optical benefit of **\$150.00** every **24** months, formula 3 drug plan, Blue Cross Plan for semi-private Care, Blue Cross Dental Care Plan 7 or equivalent and current ODA schedule no deductible, with periodontic/endodontics (Dental Rider 1) and dentures, (Dental Rider 2) and Orthodontia (Dental Rider 3) on a 50% co-insurance basis (R2 and R3 only) with a **\$2,000.00** maximum lifetime benefit (R3 only) per employee, spouse or dependant children under 21 years of age, subject to limitations **as** outlined in the appropriate policies.

The Corporation **shall** contribute 100% of the total cost payable for each employee who subscribes to the above mentioned plans. The Corporation **shall** from time to time duly pay the charges or premiums in respect of such plans. **An** employee, upon retirement or in receipt of Long Term Disability insurance benefits, may subscribe to the Ontario Health Insurance Plan and the Extended Health Plan, herein referred, **and** the Corporation shall contribute 100% of the total cost thereof, until the attainment of sixty-five (**65**) years of age or death, whichever first occurs.

An employee, upon retirement or in receipt of Long Term Disability insurance benefits, may subscribe to the Dental Plan herein referred, provided such employee shall first contribute 100% of such total cost thereof, until the attainment of sixty-five (**65**) years of age or death, whichever first occurs.

Effective June **1, 1989**, the Extended Health benefit plan shall include 'Out of Country (Pay-med)' coverage (retirees/LTD's not included).

16.02 GROUP LIFE INSURANCE

All employees **shall** subscribe to the Corporation's Group Life Insurance plan in effect on June **1, 1989**, providing coverage of two (2) times annual **salary** to the next \$1,000.00, provided however, maximum coverage shall be limited to \$135,000.00 per employee. The Corporation shall contribute 100% of the cost payable for **such** insurance for each employee. The Corporation shall from time to time duly pay to the Group Insurer the premiums payable in respect of **such** Group Life Insurance Policy.

An employee who **retires** from the service of the Corporation will be provided with paid up life insurance on **his** life in the amount of \$3,500.00, the total cost of which **shall** be borne by the Corporation.

An employee who retires from the service of the Corporation ~~shall~~ be entitled to have their Group Life Insurance coverage continued on the present ~~basis~~ of coverage to age sixty-five (**65**), providing that any employee opting to continue such insurance coverage ~~shall~~ pay to the Corporation 75% of the premium cost at the group rate and the Corporation shall pay 25% of the premium cost. Further, upon ceasing to participate in said group ~~life~~ coverage, or at age sixty-five (**65**) years, whichever first **occurs**, the retired employee will be provided **with** the aforementioned \$3,500.00 paid up life insurance coverage, defined herein, provided however in no event will **an** employee or retired employee participate in both the group life and paid up life coverage simultaneously.

16.03 LONG TERM DISABILITY INSURANCE

~~All~~ employees ~~shall~~ subscribe to the Corporation's Long Term Disability Insurance ~~Plan~~ equivalent to that in effect on June 1st, 1982 except that the maximum monthly benefit ~~shall~~ be without limit, and **as** amended from time to time. The Corporation ~~shall~~ contribute 100% of the total cost thereof. The Corporation shall from time to time duly pay to the Group Insurer the premiums payable in respect of such Long Term Disability Insurance.

16.04 U.I.C. PREMIUM REDUCTION REBATE

The terms of ~~this~~ Collective Agreement satisfy the requirements relating to the employee's portion of the rebate payable for Unemployment Insurance Premium Reduction.

16.05 QUALIFICATION FOR BENEFITS

Notwithstanding anything herein contained, qualification for **all** employee benefits, defined **as** being:

- | | | |
|-----|----------------------|---|
| (a) | Article 13 | Statutory Holidays |
| (b) | Article 14 | Vacations |
| (c) | Article 16.01 | Hospital, Surgical, Medical and Dental Benefits (not including last paragraph re former employees on retirement or in receipt of L.T.D.) |
| (d) | Article 16.02 | Group Life Insurance (not including last two paragraphs re employees who retire), and |
| (e) | Article 16.03 | Long Term Disability Insurance |

~~shall~~ be contingent upon the employee being in actual receipt of salary or wages from the Corporation. The vacation benefit shall be reduced by one-twenty-sixth (**1/26**) for each consecutive ~~full~~ pay period the employee

is not in actual receipt of *salary* or wages from the Corporation.

ARTICLE 17

PROCEDURE FOR THE DISCHARGE OF A FIRE FIGHTER

17.01 NOTICE

A Fire Fighter/Inspector shall not be discharged without being given at least seven days' notice in writing of the proposed discharge and the reasons therefor, and may, before the expiry of the time set out in the notice, require a hearing by delivering a notice in writing to that effect to the Clerk of the Corporation.

17.02 HEARING

Where a notice requiring a hearing is delivered under subsection 17.01, the Council of the Corporation or the Personnel and Fire Committee thereof ~~shall~~ hold a hearing and the Fire Fighter/Inspector may be represented at the hearing by counsel.

17.03 DISCHARGE AFTER HEARING

Where the Fire Fighter/Inspector requires a hearing under subsection 17.02, the discharge ~~shall~~ not take effect before the hearing is disposed of.

ARTICLE 18

GRIEVANCE PROCEDURE

18.01 GRIEVANCE COMMITTEE

The Association ~~shall~~ appoint a Grievance Committee of three members, and ~~shall~~ file notice annually with the Corporation of the ~~names~~ of the Fire Fighters serving on the Grievance Committee. The Corporation shall also be notified of ~~changes~~ in the personnel of the said Grievance Committee, which may take place from time to time. No member of this Association ~~shall~~ be permitted to lodge a grievance with Council, or any member of Council, or be permitted to communicate a grievance to the public press, except ~~as~~ expressly provided for herein.

18.02 SUBMISSIONS IN WRITING

Throughout the Grievance Procedure all submissions and replies shall be in writing, with copies to both the Fire Chief and the Association.

18.03 PROCEDURE

Should ~~any~~ grievance ~~arise~~, it shall be dealt with ~~as~~ follows, provided that the time ~~limits~~ specified herein ~~may~~, by arrangement between the Grievance Committee and the Corporation, be extended.

Stage 1

The employee who wishes to express a grievance must take the matter up with the Officer in charge of ~~his shift~~ within 48 hours. Failing settlement within 48 hours from the time he has taken the matter up with this Officer;

Stage 2

The employee may ~~take~~ the matter up in writing with the Fire Chief, or in ~~his~~ absence the Deputy Fire Chief, within the following 48 hours. The decision arrived at by the Fire Chief or Deputy Fire Chief shall be returned to the employee in **writing** and the reason therefor **and** if this has not been done within 48 hours from the time the matter is taken up, or if the decision is ~~unsatisfactory~~;

Stage 3

The employee within 48 hours of the end of the period or with the receipt of the decision may refer the matter to the Grievance Committee. The said Grievance Committee ~~shall~~ give due consideration to the grievance within the following 48 hours, and if they have ~~satisfied~~ themselves that there is just cause for grievance, and **still within** the 48 hour period from the referral to them, they may proceed to;

Stage 4

Take the matter up with the Fire Chief, or in ~~his~~ absence the Deputy Fire Chief, and ~~failing~~ settlement within 48 hours from the time of the meeting with the Fire Chief or Deputy Fire Chief;

Stage 5

The Grievance committee, accompanied by the employee, may take the matter up with the Personnel and Fire Committee of Council. Since the Grievance Committee may wish to take ~~this time~~ to reconsider the matter, they shall have 14 days from the decision of the Fire Chief or in his absence the Deputy Fire Chief before they must take up the matter with the Personnel and Fire Committee. The Grievance Committee shall present the grievance to the **Personnel and Fire Committee** in writing at least 4 days before the regular meeting of **such** committee at which the matter is to be taken up. Failing settlement within 14 days from the time at which the matter is taken up with the Personnel and Fire Committee;

Stage 6

The Grievance Committee may take the matter up with the Council of the Corporation within 14 days following the decision in Stage 5, at which

time a written statement of the grievance and decisions in the preceding stages of the procedure **shall** be presented to the Clerk, or in **his** absence the Deputy Clerk, at least 4 days before the regular meeting of Council at which the grievance will be **discussed**. **Failing** settlement within 14 days after the regular meeting of Council at which the matter is discussed, it may be referred to arbitration by written notice given within 7 additional days **as** provided for in the Fire Departments Act.

18.04 GRIEVANCE OF A GROUP

In case a group of employees has an alleged grievance it shall be taken up by the Grievance Committee **starting** at Stage 4.

18.05 DIFFERENCES

Any difference arising directly between the Association and the Corporation concerning the interpretation or violation of the terms and provisions of this Agreement may be submitted to either party by the other at Stage 5.

18.06 STATUTORY HOLIDAYS

In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and statutory holidays shall be excluded. Every effort shall be made by the Grievance Committee to **see** that its work is done outside working hours and that it **does** not interfere with the regular operations of the Fire Department.

18.07 WITNESSES

At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses, and all reasonable arrangements shall be made to permit the conferring parties to have access to the Fire Department, to view disputed operations, and confer with the necessary witnesses.

18.08 DISCHARGE GRIEVANCE

If any employee believes he **has** been unjustifiably discharged he may have **his** grievance taken up under the grievance procedure **starting** at Stage 4, if presented in writing within seven (7) days after the date of his leaving the employ of the Corporation and not otherwise. If it should be settled **finally** in his favour, he shall be reinstated without loss of pay or seniority, or any other arrangement which is just and equitable in the opinion of the conferring parties or an arbitration.

18.09 JUST CAUSE

No employee ~~shall~~ be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance, an arbitration board or single arbitrator shall have the power to dispose of the grievance by any arrangement ~~which~~ in the opinion of the arbitration board or the single arbitrator it is deemed to be just and equitable.

ARTICLE 19VOLUNTARY REVOCABLE CHECK-OFF19.01 DEDUCTION OF DUES

The Corporation agrees to deduct from every employee who is a member of the Association, any monthly dues or assessments levied in accordance with the Association's By-laws and **owing** by him to the Association.

19.02 FORWARDING OF DEDUCTIONS

Deductions will be made from each bi-weekly pay and shall be forwarded to the Treasurer of the Association not later than ten (10) days after the **pay day**.

19.03 REIMBURSAL OF CORPORATION

The Association agrees to reimburse the Corporation in the amount of 1/2% of the dues and/or the assessments levied, the total **sum** of which ~~shall~~ be deducted from each bi-weekly pay.

ARTICLE 20STRIKES OR LOCKOUTS

No strike or lockout ~~shall~~ occur during the lifetime of this Agreement and the on duty employees ~~shall~~ not participate in any sympathy strike in support of any other organization.

ARTICLE 21RETIREMENT AND PENSION PLAN21.01 MANDATORY ENROLLMENT

Each employee when eligible shall join the Corporation's Pension Plan. Payments will be made jointly by the Corporation and the employee as **required**.

21.02 BONA FIDE REQUIREMENT

As it is a bona fide requirement because of the nature of the job, each employee on **reaching** the age of ~~sixty~~ (60) years, shall retire from the Fire Department.

21.03 METRO PENSION

The Corporation will enter into agreement with "The **Board** of Trustees of the Metropolitan Toronto Pension Plan" for the purpose of providing all eligible employees, members of said pension plan, an optional "Early Retirement ('90' Factor)" pension benefit, calculated in the manner prescribed in Section 16(a) of the Municipality of Metropolitan Toronto By-law 64-83, **as** amended, effective the same effective day (January 18, 1983) applicable to **all** eligible employees, members of said Pension Plan, of the Municipality of Metropolitan Toronto.

Effective **May** 1, 1985, the Corporation shall enter into agreement with "The Board of Trustees of the Metropolitan Toronto Pension Plan" for the purpose of providing all eligible employees, members of said Pension Plan, a further optional "Early Retirement (30 and Out)" pension benefit in accordance with, and calculated in the manner prescribed in, "The Municipality of Metropolitan Toronto By-law 64-83, **as** amended, the total cost of **which shall** be borne **by** the Corporation.

ARTICLE 22

ARBITRATION

In accordance with the procedures **as** outlined in the Fire Departments **Act**. Notwithstanding the provisions contained herein, the parties may, by mutual agreement refer a grievance to a sole arbitrator. The parties further agree to share equally the fees and expenses of such sole arbitrator.

ARTICLE 23

DESTROYING DISCIPLINARY RECORDS

Employees' disciplinary records for any years prior to the preceding three (3) years **shall** be destroyed.

ARTICLE 24

TECHNOLOGICAL CHANGE

At least **ninety** (90) days prior to the introduction or implementation of substantial technological change *affecting* employees, the Corporation **shall**, by **written** notice, furnish the Association with **full** information of the planned change or **changes**. Without mutual agreement, no employee covered by this Agreement save and except probationary employees, shall suffer loss of **his** employment **as a** result of the exercise by the Corporation of its right to introduce or implement substantial technological change, provided the said employee was in the employ of the Corporation at the time the aforementioned notice **was** given by the Corporation. The words technological change mean:

- A) The introduction by an employer into **his** work, undertaking or **business**, of equipment or material of **a** different nature or kind **than that** previously **utilized** by him in the operation of the work, undertaking or business; and

- B) A change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

ARTICLE 25

ONTARIO FIRE COLLEGE ALLOWANCE

Each employee coming within the Bargaining Unit who is required to attend the Ontario Fire College, **shall** be provided with an out-of-pocket expense allowance of \$25.00 per week during the time such employee is required to attend the College.

ARTICLE 26

LATERAL TRANSFER

Divisional seniority shall mean **the** length of continuous service within a particular division. The said division being defined **as** follows:

Fire Fighting
Fire Prevention
Training

Departmental seniority shall mean the length of continuous service from the date of an employee's **initial** appointment to the department.

All job openings and vacancies, except Probationer Fire Fighter, **shall** be posted within the department. **An** employee transferring from one division to another may return to **his** former position within twelve (12) months from the date of **his** transfer without loss of divisional seniority. Service in the relinquished position shall not be credited for divisional purpose.

An employee transferring from one division to another shall not *carry* any rank or classification earned in the former division. After twelve (12) months, upon returning to **his** former division the employee shall wait for the period of one (1) year before being entitled to write promotional exams in that division. When an opening appears in any division above the **rank** of First Class Fire Fighter/Inspector or equivalent, a qualifying examination will be held, except in the case of the Fire Fighting Division, wherein the promotion will take place from the top of the "Acting List", subject to a favourable assessment. **An** extra **1/2** point per year of service to a **maximum** of twenty (20) years or ten (10) points will be given to any candidate who is already posted to the division in which there is a vacancy.

ARTICLE 27

CONTRACTING OUT

All work which in accordance with current practise is performed by the full time Fire Fighters covered by the Collective Agreement, **shall** continue to be performed exclusively by them except in the case of a disaster or

emergency.

ARTICLE 28

CLASS "D" DRIVER'S LICENSE

All employees ~~hired~~ after June 10, 1986 shall acquire, during the probationary period, and thereafter shall not voluntarily surrender, a valid Class "D" Driver's License with "Z" endorsement, as issued by the Province of **Ontario**.

ARTICLE 29

PAYMENT OF EMPLOYEE'S LEGAL COSTS

The Corporation ~~shall~~ continue to indemnify and save harmless its fire fighters from civil liability imposed ~~as~~ a result of the acts of ~~its~~ fire fighters performed ~~as part~~ of their duties ~~as~~ fire fighters and shall continue the coverage under its present general liability policy or equivalent coverage.

It ~~shall~~ be a condition of indemnification under this clause that the Corporation shall have the right to appoint counsel to represent the fire fighter in such civil proceeding.

When a fire fighter is charged with a criminal or a quasi-criminal or statutory offence ~~as~~ a result of an act committed, which act formed a part of ~~his~~ duties ~~as~~ a fire fighter, of which he is acquitted, he shall be reimbursed for such legal ~~charges~~ ~~as~~ are assessed pursuant to the Solicitors Acts or ~~as~~ agreed upon by counsel for the Corporation. In the event that a fire fighter intends to ~~make~~ application for reimbursement in accordance with this section, he shall ~~so~~ advise the Corporation through the Director of Personnel prior to the expense being incurred.

ARTICLE 30

ABSENCE DURING WORKING HOURS

No employee ~~shall make~~ an appointment for any purpose which requires ~~his~~ absence from employment during ~~his~~ regularly scheduled hours of work without the approval of the Fire Chief or ~~his~~ designate.

ARTICLE 31

SAFETY PROCEDURES AND PRACTICES

All employees ~~shall~~ be required to use safety equipment and follow safety instructions or be subject to disciplinary action, provided that disciplinary action is for just ~~cause~~ and may be subject to the grievance procedure as provided for in Article 18 of this Agreement.

ARTICLE 32

LAY-OFFS AND RE-HIRING PROCEDURE

Provided ~~that the~~ employees affected have equal qualifications and subject to the limitations ~~set~~ out hereafter, in the case of a lay-off the last employee hired shall be the first laid ~~off~~ and the last employee laid off



shall upon application be the first rehired. **An** employee laid off due to a reduction in the establishment, after being notified by registered mail sent to the last address listed in the file in the Corporation's records, must notify the Corporation **within** three (3) days of **his** intention to return to work, and **shall** return to work within ten (10) days, otherwise he shall be deemed to have terminated **his** employment **unless** there is reasonable justification for **his** absence.

ARTICLE 33

REPRESENTATION RE MONETARY BENEFITS FOR SURVIVORS

The Association shall have the right to make representation to the Council of the Corporation, on behalf of the survivors of a Fire Fighter whose death was caused by or related to **his** fire fighting duties, concerning all monetary benefits.

ARTICLE 34

CLOTHING

Uniforms and protective clothing **shall** be issued at no cost to the employee in accordance with Schedule "B", attached to and forming part of this agreement. The 'cleaning allowance' for employees holding the rank of District Chief, Instructor, Fire Prevention Officer and Inspector (eight (8) employees in total) **shall** be increased from Ten Dollars (\$10.00) to One Hundred and Twenty **Dollars** (\$120.00) annually, payable with the first pay in December of each year. **All** other employees within the Bargaining Unit **shall** receive an annual cleaning allowance of Ten Dollars (\$10.00) payable with the first pay in December of each year.

ARTICLE 35

TERM OF AGREEMENT

This agreement shall become effective **as** of the first day of January, A.D., **1991, in all** its terms and conditions, and **shall remain in effect until the 31st day of December, 1991** and thereafter **shall** be automatically renewed from year to year, **unless** in any year at not more than 45 days and not less than 30 days prior to the thirty-first day of December, either party **shall** furnish the other with proposed revisions of or additions to any of the provisions hereof; and in such event, negotiations on any such proposal, revisions or additions shall take place between the parties within 30 days of such notice. It being understood and agreed that the foregoing provisions are **subject** to Section 6 of the Fire Departments Act.

ARTICLE 36

USE OF SINGULAR OR MASCULINE

Whenever the **singular** or masculine is **used** in this Agreement, it shall be considered **as** if the plural or feminine and vice versa had been **used** where the context **so** requires.

IN WITNESS WHEREOF the Corporation ~~has~~ hereunto ~~caused~~ its Corporate Seal to be **affixed** under the **hands** of its duly authorized officers and the Association has caused this Instrument to be executed by its proper officers hereunto duly authorized **as** of the day and year first above written.

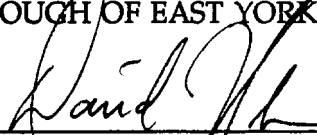
SIGNED, SEALED AND DELIVERED)

In the presence of:

Authorized by By-law 75-92
passed by the Council of The
Corporation of the Borough of
East York at its ~~meeting~~ held on
September 21, 1992

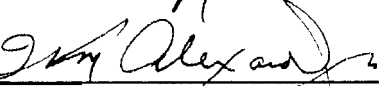
THE CORPORATION OF THE
BOROUGH OF EAST YORK

by



David J. Johnson, Mayor

by



Wm. Alexander, Jr., Clerk

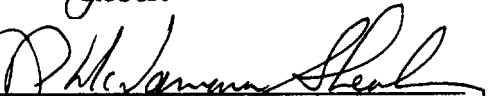
THE EAST YORK FIRE FIGHTERS
ASSOCIATION

by



Robert J. O'Hallarn, President

by



T.P. McNamara Sheahan,
Secretary

SCHEDULE "A"REGULATIONS RE: THE TAKING OF TIME OFF

Time off shall constitute any of the following reasons: vacations, lieu days, sick leave, compensation, compassionate leave, bereavement leave, court appearances, educational courses, **special** leave, association days, accumulated time owing and exchange of **shifts**. Up to seven (7) persons may be off at one time in conjunction with the above.

VACATIONS

1. The formula for selecting vacations **shall** be as follows: two officers slots and 3 Fire Fighter **slots** will always be reserved, the sixth (6th) slot **shall** be on a first choice basis. Not more than 3 officers or 4 fire fighters **shall** be off at one time. Maximum persons off for vacation **shall** be six (6). The formula for selecting vacations **shall** be as follows: One officer and two fire fighters for 1982, two fire fighters and one officer in 1983, and rotate **each** year thereafter. The numbering system now in effect will prevail for officers and fire fighters, the respective group must select their vacations before moving to the next group for their selection.

The three week block system **shall** be calculated in the following manner: starting on the first Monday in August, nine weeks **shall** be calculated forward and nine weeks shall be calculated backward. **All** personnel **shall** select their two or three weeks vacation first and then **all** other vacations **shall** be selected on their choice fourth, fifth and sixth to their entitlement. **All** personnel entitled to three weeks must take their three consecutive weeks on their first choice and a two week member must take them consecutively. **Any** selection made by a member within the eighteen week block period must be within the three week periods.

2. Vacation selection sheets shall be posted in **all** Stations by August 15th each year so that members **may** record their vacation selection by the number and choice system. All vacations must be selected and submitted to Fire Chiefs office **by** November 1st each year.
3. Not more than two of the following three officers - District Chief, either of the two Captains qualified to act **as** a District Chief - **shall** be allowed **off** at any one time. A District Chief or a Captain qualified to act **as** a District **Chief** must be on duty at all times.

LIEU DAYS

Preferred **Lieu Days**: A Preferred **Lieu** Day shall be a four day, four night, three day or three night unit in any calendar week and shall not be cancelled unless by mutual agreement between the member concerned and the Fire **Chief** or the Deputy Fire Chief. The calendar week **shall** be deemed to **start** at 0800 hours on a Monday to 0759 hours the following Monday inclusive. The formula for selecting three or four lieu day units shall be **as** follows: The person last on the vacation selection list **shall** have the first choice, the person second last on the vacation selection list **shall** have the second choice, and so on,

until all selections are made. Any member voluntarily passing ~~his~~ turn shall forfeit his choice for that round only. Up to six (6) members may be off on Preferred Lieu Days (including members on vacations). All eleven (11) lieu days may be taken ~~as~~ Preferred Lieu Days subject to availability.

OTHER LIEU DAYS

1. Other ~~lieu~~ days shall be subject to cancellation, but where an employee has had a lieu day cancelled, he shall be given priority to book a lieu day in the first open month following the cancellation. A cancelled lieu day shall only be a day properly booked, accepted and cancelled.
2. Lieu Days may be booked by contacting the ~~District~~ Chief in charge of the shift involved at least one-half hour prior to the ~~start~~ of the ~~shift~~.
3. No other lieu day shall be booked for the month of January each year with the exception of the seventh (7) person, ~~until~~ three (3) rounds of Preferred Lieu Days have been booked.
4. The ~~District~~ Chiefs shall collect all lieu day slips the first working tour of his ~~shift~~, the month prior to the taking of such lieu days. A draw will take place when there are more requests for such days ~~than~~ there are openings available. With the understanding that the first tour of duty in the month of October, all remaining lieu days may be booked to the end of the year. All lieu days booked after the original monthly draw shall be allotted on a first come basis, providing the ~~District Chief~~ ensures that all personnel at all ~~stations~~ on duty ~~shall~~ have equal opportunity for such openings. All current year ~~lieu~~ days of a given Platoon must be booked prior to the booking of lieu days of the following year in the current year.
5. Special occasion draws to be at the discretion of the Platoon by a majority vote prior to August 15th.

TIME OWING

The booking of overtime ~~credits~~ (full ~~shifts~~) shall be allowed. Once overtime credits have been granted, they cannot be superseded by lieu days.

Overtime credits ~~shall~~ be subject to booking ~~as~~ are other Lieu Days. If there is a shortage of days available for lieu days at the October draw, Time **Owing** days will not be allowed in the October draw.

EDUCATION COURSES

Providing that the ~~Association~~ is notified by August 15th of each year, the Fire Chief may book members to attend the Fire College ~~as~~ the sixth (6) person for four **(4)** weeks per platoon outside of ~~the nine (9) weeks~~ prior to and the nine **(9)** weeks after the first **(1st)** Monday in August and the week of the Spring (Easter) break. **Any** other bookings for Education Courses will be the seventh (7) person ~~off~~, providing that the Association will

be notified prior to the monthly draw. In the event of a Special Course becoming available after the regular monthly draw and there are **still** days available, the Fire Chief may book days for these courses. This person **shall** be considered the seventh person.

ASSOCIATION DAYS

Association Days when booked by the Association shall be considered part of the seven (7) persons off duty.

CLARIFICATION OF CANCELLATIONS

Seven (7) persons off on any reasons listed in heading One (1) person sick - cancel the seventh (7) person immediately. Note: In order to make this **article** work, it will be necessary to cancel the seventh (7) persons immediately the eighth (8) person books sick in accordance with previous article of this Agreement. The cancellations will continue **until** the person **off sick notifies** the dispatcher he is returning to work. The officer in charge of the platoon **will** assume the person(s) is/are off **sick until** he/they notify the dispatcher when he/they will be returning to duty. Any employee calling in sick must clearly state how many **shifts** he will be absent and must call in prior to his platoon going off duty that he will/will not be in the next **shift**, otherwise, lieu days will be cancelled for succeeding days.

EXCHANGE OF SHIFTS, OPEN SLOTS, TIME LIMITS FOR BOOKING VACATIONS AND/OR PREFERRED LIEU DAYS, ETC.

1. The on duty District Chief shall have the authority to grant **shift** changes for his own platoon, **subject** to the persons involved signing the necessary forms. Any person not complying to his statement of replacement, may be charged with failure to report for duty. This authority always subject to approval of the Fire Chief or in **his** absence the Deputy Fire Chief.
2. Repayment of time to substitute may be by **shift and** not necessarily by the hour for hour.
3. Any change to the number of Officers **off duty** must be at the discretion of the District Chiefs, for single **shifts** only.
4. If lieu **days** are not being booked in a manner to make the system work fairly for **all**, the District **Chief shall** book employees into open slots. **Each** platoon **shall** be reviewed on a monthly basis **so** that a member of a platoon insofar **as** possible will have all lieu days taken in a contract year.
5. All bookings of Vacation and Preferred **Units** shall be done by on duty personnel not on Vacation or Preferred **Units** in a maximum of forty eight (48) hours or in extenuating circumstances, the District Chief **shall** extend the time. Personnel will if at **all** possible leave first and second choices of above before leaving on vacation or preferred units.
6. It is further agreed that a written notice of any proposed change shall be submitted to

the other party one ~~week~~ prior to such change being discussed. Such notice will contain the principal reason for requesting the change. This Schedule may be amended/revised at any time, by ~~mutual~~ agreement between the Fire Chief and the Association, always bearing in mind the needs of the Fire Service.

SCHEDULE "B"CLOTHING ISSUE

New clothing ~~shall~~ be issued on or before September 30th in each year in accordance with the following schedule:

Issue to District Chiefs and Fire Prevention
and Training Division Personnel

| | |
|-------------------------------------|--------------------|
| 1 Nylon Parka | Every 4 years |
| 1 three piece Uniform | Every year |
| 4 shirts - blue or white | Every year |
| 2 Ties | Every year |
| 1 Hat - Blue | As Required |

Issue to Fire Fighter - Third Class up to
and including Captain (See Item 4)

| | |
|-------------------------------|---------------------------------|
| 1 Nylon Parka | As Required (see Item 4) |
| 1 three piece Uniform | As Required (see Item 4) |
| 4 Shirts - blue | As Required (see Item 4) |
| 2 ties | As Required (see Item 4) |
| 1 Hat - blue | As Required (see Item 4) |
| 2 Pants - Fatigue | Every year |
| 2 shirts - Fatigue | Every year |

Issue to Fire Fighter - Probationer

- 2 Pants - Fatigue
- 2 ~~shirts~~ - Fatigue

Provided that any item or items referred to above **that** has or have been received during any applicable corresponding period or ~~periods~~ prior to the effective date of the commencement of oration of the foregoing schedule shall be excluded from items received after such effective date but any item or items ~~shall~~ otherwise be received in respect of time accordingly. (The foregoing schedule may be amended by ~~mutual~~ agreement by and between the Corporation and the Association).

Notwithstanding all of the above, the following policy was agreed upon at a meeting between the Negotiating Committee of **Council** and the representatives of **the** Association held on March 7, 1979, and adopted by Council at its meeting held on March 19, 1979 (Item 5, Report 6 of the Personnel and Fire Committee).

1. All District **Chiefs**, Training Division and Fire Prevention personnel will be in **full uniform** of the day while on duty.

2. Employees of the Fire Department will have the option of reporting for duty in ~~full~~ uniform of the day, or in (non issue) proper civilian attire. Employees opting to wear civilian attire ~~shall~~ confine themselves to normal street wear and shall not intermix uniform parts (Department issue) with their street clothes. In ~~any~~ event, the uniform or civilian attire shall be neat, ~~clean~~ and respectable in appearance. ~~Issued~~ fatigue clothing be worn when reporting for or leaving duty.
3. Each employee ~~shall~~ have at ~~his~~ daily place of duty a complete, neat, clean and respectable appearing uniform of the day. ~~An~~ employee ~~shall~~ not be permitted to relieve, be relieved, replace, be replaced or otherwise exchange place with another employee while either is out of uniform.
4. ~~Uniforms~~ in future will be issued ~~only as~~ required in the sole opinion of the Fire Chief, or in ~~his~~ absence the Deputy Fire Chief.
5. Permission to wear a uniform for any reason other than Fire Department or Borough business must be obtained from the Fire Chief or Deputy Fire Chief prior to the date or time for which permission is requested.

It ~~goes~~ without ~~saying~~ that while on duty all employees should endeavour to present an appearance that brings pride to the Fire Service, fellow employees and the Department.

LETTER OF INTENT - NO. 1

September 1, 1992

T.P. McNamara Sheahan
East York Fire Fighters Association
2 Gamron Avenue, R.R. # 4
Uxbridge, Ontario
L9P 1R4

Dear Sir,

Notwithstanding the terms of Article 11 "**Hours** of Work" and Article 12 "Salaries" of the Collective Agreement, dated April 14, 1989, it is understood and agreed overtime may be authorized by the Fire Chief, or designate, to maintain the sixth (6th) Fire Fighting Unit (Apparatus) in service. It is further understood and agreed the overtime herein referred shall be paid for at the rate of Time and **One-half** (1 1/2T) the regular hourly rate of pay for **all** time worked, provided however, the Fire Chief, or designate, for very **special** reasons and at **his** sole discretion, may authorize equivalent time **off** in lieu of payment thereof.

If the foregoing also represents the Association's understanding and agreement, would you please so signify, for and on behalf of the Association, by **signing** and **dating** the endorsement at the bottom of the original and **one** (1) of the three (3) **enclosed** copies of this letter, returning such original and copy to me.

Yours truly,



Wm. Alexander, Jr.
Borough Clerk

The East York Fire Fighters Association hereby acknowledges its understanding and agreement **with** the content of all of the above.

EAST YORK FIRE FIGHTERS ASSOCIATION

by 
T.P. McNamara Sheahan, Secretary

Dated July 14, 1992/3

LETTER OF INTENT - NO. 2

September 1, 1992

T.P. McNamara Sheahan
East York Fire Fighters Association
2 Gamron Avenue, R.R. # 4
Uxbridge, Ontario
L9P 1R4

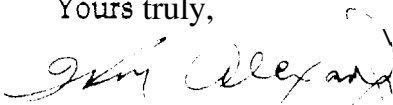
Dear Sir,

As provided in the Memorandum of Agreement, dated April 14, 1989, between the Negotiating Committees of the Corporation and the Association, I confirm the Corporation's understanding and agreement that the parties agree to continue joint discussions during the term of the Collective Agreement, dated June 16, 1988, concerning the following:

- a) Corporation Proposal - Position Title "Dispatcher" or "**Alarm** Room Operator";
- b) Corporation Proposal - Sick Leave Provisions/Retirement, Severance, Disability and Death Benefits;
- c) Association Proposal - Fire Fighter **Status** and Benefits while in receipt of L.T.D. benefits; **and,**
- d) Corporation Proposal - **Fitness** Programme for **all** New Employees, appropriate to terms and conditions of employment.

If the foregoing also represents the Association's understanding and agreement, would you please so signify, for and on behalf of the Association, by signing and dating the endorsement at the bottom of the original and one (1) of the three (3) enclosed copies of this letter, returning such original and copy to me.

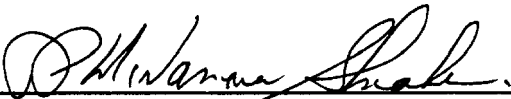
Yours truly,



Wm. Alexander, Jr.
Borough Clerk

The East York Fire Fighters Association hereby acknowledges its understanding and agreement with the content of **all** of the above.

EAST **YORK** FIRE FIGHTERS ASSOCIATION

by 
T.P. McNamara Sheahan, Secretary

Dated July 14, 1992

LETTER OF INTENT - NO. 3

September 1, 1992

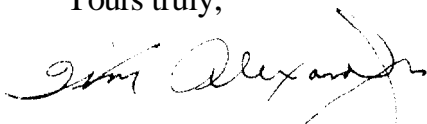
T.P. McNamara Sheahan
East York Fire Fighters Association
2 Gamron Avenue, R.R. # 4
Uxbridge, Ontario
L9P 1R4

Dear **Sir**,

As provided in the Memorandum of Agreement, dated April 14, 1989, between the Negotiating Committees of the Corporation and the Association, I confirm the Corporation's understanding and agreement that should a member desire to attend the **Ontario** Fire College or any educational course on **his** own time and at **his** own expense, the Corporation will insure that the member receive any authorization that **may** be required from the Corporation.

If the foregoing **also** represents the Association's understanding and agreement, would you please **so** signify, for and on **behalf** of the Association, by signing and dating the endorsement at the bottom of the original and one (1) of the **three** (3) enclosed copies of this letter, returning such original and copy to me.

Yours truly,



Wm. Alexander, Jr.
Borough Clerk

The East York Fire Fighters Association hereby acknowledges its understanding and agreement with the content of all of the above.

EAST YORK FIRE FIGHTERS ASSOCIATION

by 
T.P. McNamara Sheahan, Secretary

Dated July 14, 1992 3