

SOURCE	City		
EFF.	84	01	01
TERM.	84	12	31
No. OF EMPLOYEES	406		
NOMBRE D'EMPLOYES	A.B.		

AGREEMENT made in triplicate this 28th day of November 1983
as amended effective January 1, 1984.

BETWEEN:

THE CORPORATION OF THE CITY OF ETOBICOKE

(herein called the "Corporation")

of the first part,

and

THE ETOBICOKE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

LOCAL NO. 1137, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

(herein called the "Association")

of the second part:

The parties hereto agree as follows:

ARTICLE 1. EMPLOYEES COVERED

1.01 The provisions of this Agreement shall apply to all full-time Fire Fighters of the Etobicoke Fire Department under the jurisdiction of the Fire Chief, with the exception of the Chief, the Deputy Chief, the Assistant Deputy Chief and the Chief's administrative office staff.

ARTICLE 2. RECOGNITION

2.01 The Corporation retains the sole right to manage all services and direct the working forces, including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its employees for just cause.

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ARTICLE 2. RECOGNITION (cont'd.)

A claim of discriminatory promotion, demotion or transfer or a claim that any employee has been discharged, penalized or suspended without just cause may be the subject of a grievance and dealt with as provided herein if the employee so desires. **Any** employee who is to be penalized, suspended, discharged or demoted by the Chief, Deputy Chief or Assistant Deputy Chief shall **be** afforded the right to be accompanied by an Executive Member of Local 1137. When the Chief, the Deputy Chief or the Assistant Deputy Chief disciplines or discharges an employee in writing a copy of the letter shall be forwarded to the Association.

2.02 The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) days prior to the introduction or implementation of substantial technological change affecting Employees, the City shall, by written notice, furnish the Association with all information in its possession of the planned change or changes. such notice shall contain the information known to the City respecting (a) the nature and the degree of change, (b) the date or dates on which the City plans to effect the change, (c) the location or locations involved.

ARTICLE 2. RECOGNITION (cont'd.)

As soon as reasonably practicable after the foregoing notice has been given, the City will make disclosure to the Association of the City's knowledge as to the affects of the change or changes on each classification of employee. Such disclosure will contain all relevant data in the possession of the City and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the City.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any employee.

Without mutual agreement no employee covered by this Agreement, save **and** except probationary employees, shall suffer loss of employment **as** a result of the exercise by the City of its right to introduce or implement substantial technological change, provided the said employee was in the employ of the City at the time the aforementioned notice was given by the City.

The words "technological change" in this Article mean (a) the introduction by the City of equipment or material of a different nature or kind than that previously utilized; and (b) a change in the manner in which the City carries on its work and undertaking that is directly related to the introduction of that equipment or material.

ARTICLE 2. RECOGNITION (cont'd.)

- 2.03 The Association recognizes the right of the Corporation to delegate its authority to a Committee of the appropriate Officials and Members of Council to negotiate a renewal Agreement or to participate in the resolution of grievances with the Association subject to the final approval of any Agreement by the Corporation.
- 2.04 The Corporation recognizes the Association as the exclusive Bargaining Agent for all full-time Fire Fighters of the Etobicoke Fire Department and that this Agreement shall be regarded as being applicable to all such employees, with the exception of the Chief, the Deputy Chief, the Assistant Deputy Chief and the Chief's administrative office staff.
- 2.05 All employees, while in uniform whether on or off duty, shall be governed by the rules and regulations of the Department as established and published by the Chief from time to time.
- 2.06 All employees of the Etobicoke Fire Department, covered by this Agreement who are now members of the said Local 1137, shall remain members of the said Local Union, and new employees of the Department shall become members of Local 1137, International Association of Fire Fighters, within the first six (6) months of their twelve (12) month probationary period.
- 2.07 The Association agrees to keep the Corporation advised in writing, of the names of the Officers, Executives, and Bargaining Committee upon their election or any change therein.

ARTICLE 2. RECOGNITION (cont'd.)

- 2.08 The Corporation and the Association agree that at no time will discrimination be shown towards the employees in respect to this Agreement.
- 2.09 No strike or lock-out shall occur during the life of this Agreement or any renewal thereof, and the Association or any of its members shall not participate in any sympathy strike in support of any other organization.
- 2.10 Except to the extent and to the degree agreed upon by the parties, no work which in accordance with current practice is performed by an employee covered by this Agreement shall be performed by another employee of the Corporation who is not covered by this Agreement or by a person who is not an employee of the Corporation.

ARTICLE 3. HOURS OF WORK

- 3.01 The employees shall be required to work a forty-two (42) hour week on the average, based on the four (4) platoon system, consisting of a ten (10) hour day and a fourteen (14) hour night.
- 3.02 All employees not working the four (4) platoon system as covered under paragraph 3.01 of this Article shall be required to work a schedule established by the Chief after consultation with the Association, not to exceed an average of forty-two (42) hours per week, and provided such schedule shall represent the reasonable requirements of the City and shall allocate in a reasonable and equitable manner the scheduled shifts among all employees not working the four (4) platoon system.

ARTICLE 3. HOURS OF WORK (cont'd.)

- 3.03 Replacement days shall be allowed in accordance with the Replacement Day Policy dated July 4, 1979, or as amended from time to time.
- 3.04 Overtime shall be paid at the rate of time and one-half (1-1/2) based on the employee's basic rate of remuneration when required to continue on duty at the termination of a regularly scheduled shift or to report for duty during off-duty hours.

ARTICLE 4. VACATIONS

- 4.01 New employees with less than one (1) year service, as of July 1st, shall be entitled to one (1) working day vacation for each complete month of service prior to July 1st, with full salary, up to a maximum of nine (9) working days.
- 4.02 All employees with less than five (5) years service, as of July 1st, except as stated in paragraph 4.01 hereof, shall be entitled to two (2) weeks annual vacation in each year with full salary.
- 4.03 All employees with five (5) years service and over, as of July 1st, shall be entitled to three (3) weeks annual vacation in each year with full salary.
- 4.04 All employees with fifteen (15) years service as of July 1st shall be entitled to four (4) weeks annual vacation in each year with full salary.

ARTICLE 4. VACATIONS (cont'd.)

4.05 All employees shall be entitled to annual vacations with full salary according to the following schedule:

With 21 years service as of July 1st	4 weeks and 1 day
With 22 years service as of July 1st	4 weeks and 2 days
With 23 years service as of July 1st	4 weeks and 3 days
With 24 years service as of July 1st	4 weeks and 4 days
With 25 or more years of service as of July 1st	5 weeks.

4.06 Vacation periods shall be drawn on a rotation basis as agreed upon by the Chief and the Association.

4.07 No vacation time shall be lost on account of accident or illness occurring prior to an employee going off duty to commence his scheduled vacation. Accident or illness occurring after an employee goes off duty to commence his vacation will count as vacation and may not be substituted with **sick** leave. **Claims** for sick leave will **be** entertained only for the period commencing on the scheduled return of the employee from his vacation.

4.08 All employees working the four (4) platoon system shall receive at least nine (9) working days off for a two (2) week vacation period and at least five (5) working days off for a one (1) week vacation period.

4.09 When an employee is absent due to leave of absence, sickness or accident for more than twelve (12) consecutive months, he shall not be entitled to vacation benefits for that period of time.

ARTICLE 4. VACATIONS (cont'd.)

Where an employee is absent on a leave of absence not related to the sickness, accident or compensation of that employee, and such absence is for a period longer than one (1) month, his vacation benefits shall be calculated on a pro rata basis based on the number of months worked in the vacation year.

ARTICLE 5. STATUTORY AND DECLARED HOLIDAYS

5.01 In lieu of declared or statutory holidays, each employee shall be entitled to an additional day off with pay for each of the following declared or statutory holidays during each year, at such **time** as may be agreed upon by the Chief and the Association in accordance with the Lieu Day Policy as agreed upon by the Association and the Chief dated November 3, 1976, or as **may** be amended by the mutual consent of the Association and the Chief at any subsequent date:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

ARTICLE 6. WORKERS' COMPENSATION

6.01 Employees off duty as a result of an accident or occupational illness incurred in the performance of their duties shall be provided with free-hospitalization and medical care as provided by the Workers' Compensation Act of Ontario. While an employee is off work and receives Workers' Compensation or Insurance at less than his regular full pay, he shall be paid the difference between the Workers' Compensation payments **and** his normal earnings by the Corporation. Such payments by **the** Corporation shall continue only while the employee is on full **workers'** Compensation, and shall terminate at such time **as** either an award is **made** to the employee by the Workers' Compensation Board, or the employee returns to active employment.

6.02 Proof of absence and a claim for **pay** under **this** Article in case of **a** re-occurrence of a compensable accident or injury must be substantiated by a qualified Medical Practitioner by means of a medical certificate in the form set forth in Schedule "A" hereto supplied by the City.

The employee will not be permitted to return to work until presentation of the aforesaid medical certificate form stating that **he** is fit to return to work and/or authorization to return to work is approved by a Physician of the Employer's Employee Health Services Department.

ARTICLE 6. WORKERS' COMPENSATION (cont'd.)

6.03 Where any dispute arises relative to employees suffering from an alleged occupational illness or an accident occurring on duty, such dispute will be adjudicated under the procedure and regulations of the Workers' Compensation Act.

ARTICLE 7. SICK LEAVE

7.01 Each employee shall be eligible for sick leave credits of one and one-half (1-1/2) days for each unbroken month of service with the Corporation, such sick leave credit will be cumulative as of the first day of employment.

7.02 An unbroken month of service shall be one where an employee is employed on all his working days in the month and is not absent from his duties other than on account of:

- (i) accident or illness, other than recognized by the workers' Compensation Board;
- (ii) accident or illness recognized by the Workers' Compensation Board;
- (iii) time off for Jury Duty;
- (iv) time off for death in the immediate family;
- (v) time off granted under Sections 11.01, 11.02 and 11.03 of Article 11.

ARTICLE 7. SICK LEAVE (cont'd.)

7.03 Each full-time employee shall be eligible to receive full rate of **pay** for **any** time lost **by** non-occupational accident or illness (except for accident or illness arising out of employment for an employer other than the Corporation) to the full extent of his accrued sick pay credit at the time of such absence. The number of days an employee is absent on account of accident or illness shall be deducted from his sick pay credit.

7.04 (a) In all cases of illness or non-compensable accident of more than three (3) days, the accident or illness shall be proven **by** a qualified Medical Practitioner by means of a medical certificate in the form set forth in Schedule "**A**" hereto supplied **by** the City. This completed form must be available to the employee's **immediate superior at** the time of resuming work. All other cases shall also be proven in this manner if required by the City.

(b) After the expiration of each thirty (30) calendar day period of illness or non-compensable accident, the employee shall submit a medical certificate from a qualified Medical Practitioner stating the prognosis and the expected duration of such illness.

ARTICLE 7. SICK LEAVE (cont'd.)

- 7.05 Any employee with ten (10) or more years' service who is actively engaged in his duties, may be granted retirement leave with full pay upon recommendation of the Chief, for a period equal to the unused portion of his accrued sick pay credit but not in excess of six (6) months. If an employee is forced to retire due to the illness of the employee, the Chief may recommend that the ten (10) year minimum service provision in the foregoing be waived.
- 7.06 Should an employee die with sick pay credit to his account, the total value thereof up to six (6) months pay shall be paid to such person **as** the employee shall have designated in writing to the Corporation for Group Insurance purposes, or failing such designation by the employee in writing, to the Estate of the employee.
- 7.07 Should an employee's sick credits expire, other employees shall replace said employee for a period ending not later than twelve (12) consecutive calendar months from the last day worked.

ARTICLE 7. SICK LEAVE (cont'd.)

7.08 The City may for reasonable cause require an employee to submit to a medical examination by a qualified Medical Practitioner appointed by the Employer and the employee shall receive a copy of the medical report forthwith thereafter, provided that, where the employee's **own** Physician disagrees with the report or makes **a** different assessment of the employee, the medical condition of the employee shall be determined by a third Physician who shall be agreed upon by the qualified Medical Practitioner for the Employer and the employee's **own** Physician. The decision of the third Doctor shall be final. All costs of the medical examinations shall be paid for by the Employer.

The opinions of all Doctors shall be made available to both the employee and to the Medical Officer of Health of the City. The Medical Officer of Health shall be entitled to express his opinion, based on such information, to the Employer as to the fitness of the employee to perform fire fighting duties.

7,09 Severance Pay

An employee whose services are terminated through voluntary resignation, excluding dismissal for just *cause*, will be entitled to payment of unused accumulated sick leave credits on the following basis:

ARTICLE 7. SICK LEAVE (cont'd.)

(a) over ten (10) years and less than fifteen (15) years of service - one-half (1/2) of the unused balance or the equivalent of three (3) months' salary at his regular rate immediately prior to date of termination, whichever is the lesser amount.

(b) over fifteen (15) years and less than twenty (20) years of service - one-half (1/2) of the unused balance or the equivalent of four (4) months' salary at his regular rate immediately prior to date of termination, whichever is the lesser amount.

(c) over twenty (20) years and less than twenty-five (25) years of service - one-half (1/2) of the unused balance or the equivalent of five (5) months' salary at his regular rate immediately prior to date of termination, whichever is the lesser amount.

(d) over twenty-five (25) years of service - one-half (1/2) of the unused balance or the equivalent of six (6) months' salary at his regular rate immediately prior to date of termination, whichever is the lesser amount.

ARTICLE 8. HOSPITAL AND MEDICAL COVERAGE

8.01 The Corporation agrees to pay 100% of the premium of the Ontario Health Insurance Plan (O.H.I.P.) for all employees participating through the Corporation's Group.

ARTICLE 8. HOSPITAL AND MEDICAL COVERAGE (cont'd.)

8.02 The Corporation agrees to pay the premium to provide an Extended Health Care Plan which covers 100% of semi-private ward care supplement and, after the payment of a \$10/\$20 deductible, 100% of the cost of private ward hospitalization supplement, prescription drugs and other services similar to the Blue Cross Extended Health Care Plan, for all employees participating in the Group. Coverage commences on the employee's date of hire.

Effective January 1, 1981, Vision Care Benefits are provided, Benefits are \$50.00 payable once in any twelve (12) month period for persons under age eighteen (18) and \$70.00 payable once in any twenty-four (24) month period for persons age eighteen (18) and over.

8.03 The Corporation will modify effective January 1, 1981, the Dental Plan, providing benefits equivalent to those in the CUMBA Red Plan (no deductible - no co-insurance, 1981 O.D.A. Schedule) and 100% premium paid by the Corporation.

8.04 If the Corporation, under a Federal or Provincial Law or Regulation, is required to participate in and/or contribute to a benefit plan of a nature provided by the Plans referred to in Articles 8.01, 8.02 and 8.03 of this Agreement, it shall not be required to contribute to the said Plans referred to in this Agreement. However, the Corporation agrees to contribute to any Federal or Provincial Plan on the same percentage basis as referred to in Articles 8.01, 8.02 and 8.03 of this Agreement, unless prohibited by Federal or Provincial Law.

ARTICLE 8. HOSPITAL AND MEDICAL COVERAGE (cont'd.)

8.05 In the event the Employer is required by appropriate legislation to contribute premiums, in whole or in part, to provide benefits, including unemployment insurance benefits, to employees who are unable to report for work because of illness, accident or disability, and such benefits duplicate, in whole or in part, any of the benefits provided for by or under this Agreement, including the sick leave provisions hereof, the Employer may revise or terminate any plan or scheme of benefits provided for by or under this Agreement to the extent required to remove such duplication. The Employer agrees to inform the Association prior to any termination or revision. **Any** monies saved **by** the Employer as a result of such revision or termination shall then be applied by the Employer against the Employer's contribution to premiums under such appropriate legislation.

8.06 It will be the employee's obligation to keep the Employer informed of any change in the eligibility of the employee or his dependents for participation in any of the above plans and if the employee does not keep the Employer informed, the employee shall be responsible for the difference in cost of premium. The employee's most recent written statement of his dependent status will be regarded as conclusive.

ARTICLE 8. HOSPITAL AND MEDICAL COVERAGE (cont'd.)

8.07 The only obligation of the Employer under Article 8 is to pay the appropriate premium in full or in part as outlined in the various sections of Article 8. The Employer is not an insurer as to the benefits available and the exact terms of the coverage must be ascertained from the provisions of the particular policies of the insurers.

8.08 The benefits conferred under Article 8 hereof shall extend to all employees retiring on or after the 1st day of January 1981, up to age 65.

ARTICLE 9. SALARIES

9.01 The following shall be the scale of salaries paid to employees:

<u>Classification</u>	<u>January 1, 1984</u>	
Probationary	\$21,543.	(65%)
3rd Class	\$24,857.	(75%)
2nd Class	\$28,172.	(85%)
1st Class	\$33,143.	(100%)
Mechanic	\$33,143.	(100%)
Fire Inspector	\$33,143.	(100%)
Captain	\$38,114.	(115%)
Assistant Supervisor of Maintenance	\$38,114.	(115%)
Assistant Director of Training	\$38,114.	(115%)
Training officer	\$38,114.	(115%)
Assistant Director of Fire Prevention	\$38,114.	(115%)
District Chief	\$43,086.	(130%)
Supervisor of Maintenance	\$43,086.	(130%)
Director of Training	\$43,086.	(130%)
Director of Fire Prevention	\$43,086.	(130%)

Pay day shall not be less often than every two (2) weeks.

ARTICLE 9. SALARIES (cont'd.)

9.02 The Corporation hereby agrees that it shall withhold from the wages of employees, all monthly dues which have been properly levied against Association members and will transmit same to the Treasurer of the Association at such time or times in each year as shall be mutually agreed upon by the Corporation and the Association.

9.03 Service Pay

Each employee shall receive the following service pay:

After six (6) or more but less than eleven (11)

years service with the Fire Department \$ 55.00 annually

After eleven (11) or more but less than sixteen (16) years service with the Fire Department

\$110.00 annually

After sixteen (16) or more but less than twenty-one (21) years service with the Fire Department

\$165.00 annually

After twenty-one (21) or more but less than twenty-six (26) years service with the Fire Department

\$220.00 annually

After twenty-six (26) or more years service with the Fire Department

\$275.00 annually

Service pay as herein provided for shall be paid only once a year and on the first pay in December. Service for the purpose of service pay shall be calculated up to and including December 31st of the year for which payment is made.

ARTICLE 10. PROMOTIONS AND SENIORITY

10.01 Promotions to positions within the Bargaining Unit in the Department shall be based on ability to perform the work required together with seniority in accordance with the Joint Promotion Policy as agreed on by the Association and the Chief dated May 12, 1975, or as may be amended by the mutual consent of the Association and the Chief at any subsequent date.

10.02 (a) In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work with the Corporation's Fire Department. Former employees re-entering the service after continuity of service has been broken by any reason (service in the Canadian Armed Forces excepted) shall be considered new employees, and seniority shall start as of the date they re-enter service.

(b) In the event of layoff employees will be laid off in accordance with their seniority. This will result in the last employee hired being the first employee to be laid off. If layoffs result in demotions from Officer ranks, the last Officer promoted in a rank will be the first one to be demoted.

ARTICLE 10. PROMOTIONS AND SENIORITY (cont'd.)

In the event of a recall, employees shall be recalled in the order of their seniority and Officers shall be restored to their former ranks in the inverse order of their reduction in rank, when organizational needs so dictate;

Recall rights will be extended to employees on layoff for a minimum period of time equal only to the employee's seniority at date of layoff up to a maximum period of time of twenty-four (24) months after which the employee will be considered to have terminated employment with the Employer.

An employee who is on a layoff has no rights under any terms of the Collective Agreement except as provided in Article 10.02(b). Seniority rights of such a laid off employee for recall purposes only will not be forfeited pending any outstanding Arbitration proceedings.

10.03 There shall be a Captain or qualified Acting Captain in charge of **each** Fire Fighting Vehicle of the Etobicoke Fire Department at all times.

10.04 Each employee, after serving the compulsory twelve (12) months probationary period, shall be advanced (only if deemed qualified based on performance, ability and qualifications) every twelve (12) months thereafter one (1) classification until he has reached the classification of First Class, in accordance with the Policy dated November 20, 1974, as agreed upon by the Chief and the Association.

ARTICLE 11. LEAVE OF ABSENCE

- 11.01 At the discretion of the Chief, any Executive Member, Station Steward and members of any appointed Committee of the Association, shall be granted such leave of absence with pay as **may** be necessary to perform the duties of their positions. Replacements of equal rank or classification will be supplied at the expense of the Association, except as stated in Article 11.02. The names of all Executive Members, Station Stewards and appointed Committee Members shall be submitted by the Association to the Corporation by January 1st in each year.
- 11.02 At the discretion of the Chief, leave of absence with pay shall be granted to members of the Bargaining Committee, Grievance Committee or other official Committee of the Association, when participating in meetings between the parties on matters of mutual concern.
- 11.03 Upon authorization of the Chief, an employee shall be protected against loss of pay **up** to three (3) days, inclusive of regular days off, to attend a funeral of a member of their immediate family. Immediate family shall mean the employee's father, mother, spouse, son, daughter, sister, brother, father-in-law, mother-in-law. Upon authorization of the Chief, employees shall be protected against loss of pay for one day inclusive of regular days off, to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.
- All other cases shall be decided by the Chief.

ARTICLE 11. LEAVE OF ABSENCE (cont'd.) .

- 11.04 **An** employee who **assumes** a full-time position with the Ontario Professional Fire Fighters' Association or the International Association of Fire Fighters shall be granted a leave of absence for such purpose for the duration of the period of election or appointment but not to exceed three (3) years. Such leave of absence shall be without pay and without other benefits provided by this Agreement (except seniority which shall be maintained but shall not accrue). The employee will be reinstated in his former classification during this period providing evidence is submitted that he is physically fit to perform the duties of the classification he was in at the commencement of his leave of absence.
- 11.05 **An** employee may be granted leave of absence without pay, upon request for personal reasons. Permission for such time off shall not **be** unreasonably withheld.

ARTICLE 12. PENSIONS AND INSURANCE

- 12.01 Each employee shall as a condition of employment participate in the Pension Plan available to him at the time of his employment. Actual enrolment in the Plan will take place on the first (1st) of the month following or coincident with the completion of three (3) months service. The employee will be entitled to the benefits and privileges of any Employees' Pension Plan that is applicable to him and which has been or may hereafter be adopted by agreement between the Corporation and the Association.

ARTICLE 12. PENSION AND INSURANCE (cont'd.)

12.02 The Corporation agrees to provide the full OMERS Type 1 Formula benefit for all credited service effective January 1, 1984, for all firefighters except those who are members of the New Toronto Pension Plan. For firefighters who are members of the New Toronto Pension **Plan**, OMERS Type 1 Formula benefits will **become** effective January 1, 1985, subject to a minimum of 75% of such members giving their approval to join OMERS prior to December 31, 1984.

The Corporation agrees to provide a Type 3 unreduced early retirement pension effective for any firefighter who retires on or after January 1, 1985, by entering into a Type 3 Supplementary Agreement with OMERS. Type 3 Supplementary Agreement will be effective January 1, 1985, to be funded over 15 years commencing January 1, 1985.

The Type 3 Supplementary Agreement provides:

- an unreduced early retirement pension if a firefighter retires within 10 years of **his** normal retirement age 60 and is:
 - (a) permanently, partially disabled as determined by the Corporation, or
 - (b) has 30 years or more of service (30 years corporation seniority).

12.03 All employees shall, as a condition of employment, participate in the Group Life Insurance Plan in effect at the time of commencement of employment on their first eligibility date. Coverage and premiums shall be in accordance with the Plan as amended, effective September 1, 1968.

ARTICLE 12. PENSION AND INSURANCE (cont'd.)

12.04 Should a full-time Fire Fighter be killed in the line of duty or die through injuries received in the line of duty, as recognized by the Workers' Compensation Board, his widow will receive a supplementary income in addition to any widow(s) income(s) due to her under the Pension Plan, Canada Pension Plan and workers' Compensation up to his salary at the date of death. Such supplementary income will be paid to the widow until such date that the Fire Fighter would have reached his normal retirement date or until she re-marries, whichever first occurs.

12.05 A Long Term Disability Plan will be provided for all full-time Fire Fighters of the City of Etobicoke. The Employer agrees to pay 100% of the cost of the premium for the Long Term Disability Plan, effective January 1, 1977. The benefits, subject to the terms of the Policy, will be 75% of earnings at the date of disability, up to a maximum benefit of \$2,000. per month. Coverage is effective on the day following the completion of three (3) months service. The benefit is payable after completion of twelve (12) consecutive calendar months of disability.

An employee in receipt of L.T.D. payments will have all benefits except Life Insurance and Pension suspended. An employee will have his position protected for a period of twelve (12) months from receipt of his 1st L.T.D. payment.

ARTICLE 12. PENSION AND INSURANCE (cont'd.)

12.06 The only obligation of the Employer under Article 12 is to pay the appropriate premium in full or in part as outlined in the various sections of Article 12. The Employer is not an insurer as to the benefits available and the exact terms of the coverage must be ascertained from the provisions of the particular policies of the insurers.

ARTICLE 13. UNIFORMS AND EQUIPMENT

13.01 All employees shall be supplied with dress uniforms as agreed upon by the Chief and the Association.

13.02 Each employee shall be supplied with all necessary fire fighting clothing and be responsible for same, except when damaged or lost in the line of duty.

13.03 All the articles of clothing and equipment supplied to the employee shall have the Union label attached thereon, whenever possible.

ARTICLE 14. PAY FOR ACTING RANK

14.01 Each employee who is required to act in the capacity of a higher rank, shall be paid the rate for such higher rank for each complete shift he so works.

ARTICLE 15. PAY FOR COURT ATTENDANCE OR ONTARIO FIRE COLLEGE

15.01 Each employee who is required to attend court on his time off on a matter arising out of the course of his employment shall be compensated at the hourly rate of his rank or classification for the time spent in court plus one (1) hour travelling. Such time shall be accumulated during the year and the employee will be reimbursed prior to December 31st.

ARTICLE 15. PAY FOR COURT ATTENDANCE OR ONTARIO FIRE COLLEGE (cont'd.)

15.02 where an employee, who would otherwise be on normal duty with the City, is absent by reason of a subpoena as a witness, he shall be allowed such time off with pay as may be required to perform his duties as a subpoenaed witness. Such absence with pay is subject to authorization in advance by the Chief or his designate.

ARTICLE 15. PAY FOR COURT ATTENDANCE OR ONTARIO FIRE COLLEGE

15.03 Each employee attending recognized courses at the Ontario Fire College, Gravenhurst, Ontario, shall receive thirty dollars (\$30.00) per week for out-of-pocket expenses in addition to his regular salary and travelling allowance payable upon his return to regular duty.

ARTICLE 16. DISCHARGE OR DISCIPLINE

16.01 A grievance regarding discharge shall be entertained under this Agreement only when initiated in writing within seven (7) calendar days of an employee receiving his notice of discharge.

16.02 cases involving alleged unjust discharge, discipline or suspension shall start at stage three (3) of the Grievance Procedure.

16.03 **An** employee who is exonerated under Section 16.01 or 16.02 hereof, shall be reinstated and paid his salary for the time lost.

ARTICLE 17. GRIEVANCE PROCEDURE

17.01 The Association shall appoint a Grievance Committee of three (3) employees and shall notify the Corporation in writing of the names of such Committee Members and any changes from time to time.

ARTICLE 17. GRIEVANCE PROCEDURE (cont'd.)

17.02 Should any complaint or grievance arise relative to the duties, privileges, working conditions or remuneration believed contrary to this Agreement or the accepted Departmental rules and regulations, or as the result of any action involving an individual employee, the employee concerned may then proceed as follows:

Stage 1

The employee may, within twenty-one (21) calendar days of the Occurrence, take up the matter with the Grievance Committee. Within a further three (3) days, the Grievance Committee shall, if there be just cause for grievance, notify the Chief in writing, stating the cause or causes for the grievance.

Stage 2

Within seven (7) calendar days following receipt of such notification, the Chief, the Grievance Committee and the employee will meet to discuss the grievance. The Chief will, within three (3) days of this meeting, notify the Grievance Committee, in writing, of his decision in the matter,

ARTICLE 17. GRIEVANCE PROCEDURE (cont'd.)

Stage 3

In the event the grievance has not been resolved in Stage 2, the Grievance Committee may, within seven (7) calendar days of the receipt of the Chief's decision in Stage 2, notify the Personnel Commissioner in writing, of its desire to pursue the grievance further. Such notice shall specify the Article or Articles of the Collective Agreement or Departmental Rules alleged to have been violated, and the redress sought. The Personnel Commissioner, or his designate, shall arrange a meeting within a further seven (7) calendar days following the receipt of such notification. This meeting will involve the Grievance Committee, the employee, should either party desire his presence, the Personnel Commissioner or his designate, the members of the Fire Committee and other representatives of the Employer. The Personnel Commissioner or his designate will notify the Grievance Committee of the Fire Committee's decision in writing within three (3) days of this meeting,

Stage 4

In the event the grievance has not been resolved in Stage 3, the Grievance Committee may, within seven (7) calendar days of the receipt of the Fire Committee's decision in Stage 3, request, in writing, through the City Clerk, that the matter be taken up by the Grievance Committee and the Council of the City of Etobicoke.

ARTICLE 17. GRIEVANCE PROCEDURE (cont'd.)

Stage 4 (cont'd.)

These parties shall meet at the City's next Council meeting to discuss the grievance. The Council will notify the Grievance Committee of its decision, in writing, within three (3) days of this meeting. Should the decision of the Council be unacceptable to the Grievance Committee, the matter may be referred to arbitration. Written notification of this referral will be presented to the City Clerk by the Grievance Committee within a further seven (7) calendar days following the receipt of the decision of the Council in Stage 4.

17.03 Group Grievances

In case a group of employees have an alleged grievance, it may within twenty-one (21) calendar days of the occurrence, be taken up in writing by the Grievance Committee starting at Stage 1.

17.04 General Grievances

Any differences arising directly between the Association and the Corporation, concerning the interpretation or violation of the terms or provisions of this Agreement, may within thirty (30) calendar days of occurrence, be submitted in writing to either party by the other at Stage 3.



ARTICLE 17. GRIEVANCE PROCEDURE (cont'd.)

17.05 In determining the time limits under the foregoing provisions of this Article, Saturdays, Sundays, Statutory Holidays and Declared Holidays shall be excluded except where calendar days are specified. Time limits fixed by this Article may be extended by agreement in writing between the parties.

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

ARTICLE 18. ARBITRATION

18.01 Arbitration of differences between the parties shall be conducted in accordance with the provisions of the Fire Departments Act.

18.02 In a case involving the discharge or suspension of a Fire Fighter, should the Arbitrator find and decide that such discharge or suspension was in fact wrongful, the Arbitrator shall also have the power to determine whether or not such Fire Fighter shall be reinstated with full, partial or no back pay.

ARTICLE 19. DURATION

19.01 This Agreement shall remain in force and effect from the first day of January, 1984, until the thirty-first day of December, 1984, and from year to year thereafter.

ARTICLE 19. DURATION (cont'd.)

19.02 In the event of either party desiring or proposing any change or alteration in the Agreement, such party may give to the other party not less than thirty (30) days nor more than sixty (60) days written notice before the renewal date and both parties shall thereupon negotiate in good faith in respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

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, this // day of *MARCH* 1985.

SIGNED, SEALED AND DELIVERED

in the presence of

THE ETOBICOKE PROFESSIONAL FIRE
FIGHTERS' ASSOCIATION LOCAL NO. 1137

THE CORPORATION OF THE
CITY OF ETOBICOKE



C. Exton, President



R. Bruce Sinclair, Mayor



R. Foster, Secretary



R. F. Cloutier, Clerk

SCHEDULE "A"

CITY OF ETQBICOKE MEDICAL FORM

Doctor's Name: _____

Office Address: _____

Telephone Number: _____

Patient's Name: _____

This patient has been under my care from _____ 19__

to _____ 19__,

and is able to return to

regular _____

light _____

modified _____ duties,

as a firefighter on _____ 19__.

Additional explanations or remarks, if any, (as to duties)

Signature of Doctor/Date

LETTER OF INTENT

The Corporation of the Borough of Etobicoke and the Etobicoke Professional Fire Fighters' Association Local 1137 have agreed to the following "Policy for Replacement Days".

REPLACEMENT DAY POLICY

Members shall be allowed to arrange replacement day(s) with another member subject to the following conditions:

- (I) No days are available for lieu.
- (II) Members have no lieu days in their bank.
- (III) Replacament must be of equal rank and classification.
- (IV) Replacement must be able to perform the requirements of the job.
- (V) Replacement day(s) must be agreed to in writing on the form provided seven (7) days prior and repaid within thirty (30) **days** of the requested day(s) taken.
- (VI) Members will be limited to a maximum of two (2) replacement days in a calendar year. (January 1 to December 31.)
- (VII) There shall be **no** more than three (3) members on replacement days on each platoon on any given day or night shift.
- (VIII) Replacament day(s) may **be** taken singular or in succession but not in conjunction with vacations.

- (IX) Replacement day(s) will be administered by the District Chief of the respective platoon and reported to the Chief's office in advance and/or at the time of granting.
- (X) Nothing in the above will prevent the Chief granting a request not covered in the previous Articles in case of extenuating circumstances.

Representing the City

Representing the ASSOCIATION

Bryan N. Mitchell
J. Ross Bissell
David J. Sandford
Lois E. Griffin

Robert Weecn
Chris Olesen
Charles Exton

ETOBICOKE FIRE DEPARTMENT

LIEU DAY POLICY

Effective Monday, February 7th, 1977

1. District Chiefs will advise fire stations during the first tour of duty each month of the lieu day-openings available in each station for the following month, in accordance with the attached schedules. Two men shall **be** allowed off in double stations and one man in single stations, whenever possible.
2. Available lieu days in a station for each platoon shall be posted on the station bulletin board.
3. **On** or about the **fifteenth** of the month the captains will obtain their District Chiefs' confirmation of the lieu days requested for the following month. Subsequent to this confirmation date, the lieu days remaining will **be** administered and distributed by the District Chief to the men in his district who had requested the days before the **fifteenth**.
4. The **remaining** lieu **days** will be made available to the entire platoon three shifts after the confirmation date.
5. Cancellations shall **be made** in the following order:
 - (i) lieu days assigned by the District Chief;
 - (ii) lieu days **booked** on the platoon after the confirmation date, in reverse order of booking;
 - (iii) lieu **days booked** in each District after the confirmation date, in reverse order of booking;
 - (iv) lieu **days booked** before the confirmation date in the station where the absenteeism occurs.
6. A **maximum** of sixteen firefighting personnel may be off for vacation, sickness, injury, lieu days, etc. during each day or night shift. There shall **be** a minimum complement of officers on duty each and every shift **as** follows:
 - 1 District Chief
 - 1 Designated Acting District Chief
 - 10 Captains
 - 7 Acting Captains
7. A minimum of sixteen fire fighters may be off during each day or night shift. When there are lieu day openings it shall be the responsibility of each District Chief to assign these days (up to a maximum of three consecutive **days**) to those individuals having the most lieu **days** to their credit in excess of four (4) days, exclusive of their confirmed lieu days.

8. When confirmed lieu days are cancelled by the department the individual, if **he** so desires, shall, with no other reason being required, automatically be entitled to arrange for a replacement, subject to the following conditions:
- (i) replacement must be of equal rank and classification;
 - (ii) replacement must be able to perform the requirements of the job **satisfactorily**;
 - Handwritten initials* (iii) ~~replacement~~ must be agreed to in writing and repaid within thirty days of the requested replacement **day** being taken.
9. Advance lieu days may **be** confirmed up to a maximum of two (2) days for any one individual, subject to the following:
- (i) that the accumulated lieu days for the respective platoon do not exceed an average of four (4) days per man;
 - (ii) recommended by the District Chief;
 - (iii) approved by the Chief, Deputy Chief or Assistant Deputy Chief.
10. It is to be clearly understood that the responsibility for and the administration of this new lieu day policy are to be within the jurisdiction of the District Chiefs for the appropriate platoon. The Chief's office will, of course, maintain the overall authority and ensure that **the** policy is properly **applied** subject to the Collective Agreement. **An** account of lieu days taken and replacements will be submitted to the Chief's office via the **daily** report.

Bryan N. Mitchell
Fire Chief

Robert weech
President, Local 1137

November 3rd, 1976
Revised December 9th, 1976
Revised February 8th, 1979

jrb/sh

ETOBICOKE FIRE DEPARTMENT
FIREFIGHTING DIVISION
JOINT PROMOTION POLICY

AS AGREED UPON BY THE ASSOCIATION AND THE FIRE CHIEF

1. The attached outlines "A" and "B", list the categories in which a candidate for promotion to Acting Captain or Acting District Chief must qualify.
2. The qualifying requirements are a minimum of 7 years service in the appropriate classification. The qualifying mark necessary to pass the examination will be an average total of not less than 66% in the practical, oral and written areas of testing and not less than 66% in the personal evaluation.

Requalifying examinations will be held within 90 days before or after June 1980 for those Firefighters qualified as Acting Captain or Acting District Chief in June 1975 and every 5 years thereafter within 90 days before or after.

For those Firefighters who qualify for Acting Captain or Acting District Chief subsequent to June 1975 requalifying examinations will be every 5 years after they have qualified, within 90 days before or after.

All acting Captains and Acting District Chiefs shall have to requalify on their designated dates in order to hold their Acting Ranks. Candidates must submit written intentions to the Fire Chief if they desire to participate or not to participate in these Acting Rank examinations. Members who do not wish to participate in these requalifying examinations will be removed from the Acting Rank category.

3. Notice of all qualifying and/or requalifying examinations in the Firefighting Division will be posted on the Fire Station bulletin boards at least one month prior to the date of the examinations.
4. Personnel who wish to qualify shall apply in writing to the Fire Chief by the specified date stated in the notice.
5. Recommendations for qualification shall be based on evaluation of the following:
 - (a) the results of examinations taken by the applicant;
 - (b) physical fitness as determined, if necessary, by a Borough Medical Doctor and/or Medical Board as per Article 7.08 of the Collective Agreement;
 - (c) an applicant's department record.

6. (a) The Fire Chief will compile a list of those who have met all qualifying requirements. Promotions will **be** made from this list in order of seniority within the specific categories.
- (b) When two or more qualifying candidates are equal in seniority within the same category, the highest qualifying mark will prevail. Should the highest qualifying marks also be equal, then seniority in the Borough of Etobicoke Fire Department, including all previous service with the Fire Departments of the Township of Etobicoke, the Village of Long Branch, the Town of New Toronto and the Town of Mimico, shall **be** the deciding factor.

Note: Seniority with the Borough of Etobicoke Fire Department shall mean the starting date of the employee in the Etobicoke Fire Department.

7. (a) Acting Captains and Acting District Chiefs shall **be** listed by seniority within the specific categories and posted on bulletin boards in all Fire Stations.
- (b) Acting Captains and **Acting** District Chiefs shall requalify **as** stated in (2).
- (c) A qualified candidate who fails to requalify **shall be** given the opportunity to requalify again after a one-year waiting period.
- (d) A second failure will nullify a candidate from further consideration for a period of an additional four years.
- (e) Upon requalifying, the candidate will have his previous seniority re-established within the specific category, less the **time** elapsed during which he was not qualified.
- (f) Candidates who failed their examination may make an appointment with the Fire Chief or Deputy Fire Chief to review their examinations so that they may learn the reasons for their non-qualification.
8. A failure will not prevent a candidate from re-applying when the next qualification opportunity takes place **as** stated in 7(c) and 7(d).
9. **when** a vacancy occurs in any division of the Fire Department, other than the Firefighting Division, such vacancy shall be posted for the information of all Firefighters,

Promotion to the Officer Ranks in any division of the Fire Department other than the Firefighting Division, eg. Training, Fire Prevention, etc., shall be subject to the same basic promotional requirements as established for the Firefighting Division, differing only in examination content and format.

Promotions above the rank of Platoon Chief shall be by recommendation of a Promotion Board. However, such promotions shall have the approval of the Borough of Etobicoke Council.

"A"

ACTING CAPTAIN

1. Must hold the rank of First **Class** Firefighter for a minimum of **seven** years.
2. Written examination.
3. Average of annual personal evaluation over the last seven years.
4. Practical examination by the Director of Training and Fire Chief and/or Deputy Fire Chief.
5. Oral examination before the **examining Board**.
6. Observation assessment, plus an assigned fifteen-minute lecture **before the Examining Board**.
7. **An** assessment by an Examining Board consisting of the Fire Chief **and/or** the Deputy Fire Chief, the Director of Training **or** his Assistant, one District Chief from a platoon other than that of the candidate, an Association Executive member as an observer.

August, 1979

"B"

ACTING DISTRICT CHIEF

1. Must hold the rank of Captain for a minimum of seven years.
2. Written examination,
3. Average of annual personal evaluation over the last seven years.
4. Practical examination by the Director of Training, and Fire Chief and/or Deputy Chief.
5. Oral examinations before the Examining Board.
6. Observation assessment **plus** an assigned twenty-minute lecture before the Examining Board.
7. **An** assessment by an Examining Board consisting of the Fire Chief and/or Deputy Chief, a District Chief from a platoon other than that of the candidate, a non-member of the Stobicoke Fire Department, an Association Executive member as an observer.

August, 1979

STATION NOTICE

AMENDMENT TO THE ETOBICOKE FIRE DEPARTMENT
FIRE DIVISION JOINT PROMOTION POLICY DATED MAY, 1975

Please be advised that Fire Chief Mitchell and the Association have agreed to amend Paragraph 4 of "A" - Acting Captains' Examination to read as follows:

"Practical examination by the Director of Training and/or the Assistant Director of Training, and the Fire Chief and/or the Deputy Fire Chief."

It has **also** been agreed that the **marks** for the four parts of the oral examination "A" - Acting Captains and "B" - Acting District Chiefs - shall **be** allocated as follows:

Oral examination questions	25%
Observation assessment	25%
Lecture	25%
Examining board assessment	25%

Bryan N. Mitchell
Fire Chief

bnm/sh, November 14th, 1975

PROBATIONER TO FIRST CLASS FIRE FIGHTER

INCREMENT EXAMINATION POLICY

The following policy is to be followed for:

- (i) a Probationary Fire Fighter to advance to Third Class Fire Fighter;
- (ii) a Third Class Fire Fighter to Second Class Fire Fighter;
- (iii) a Second Class Fire Fighter to First Class Fire Fighter.

1. The number system will **be** used for marking written examinations.
2. Thirty days' notice will be given for written and oral examinations.
3. Every attempt will be made to **hold** all examinations 30-45 days prior to a man's anniversary date. However, no moneys will **be** lost owing to delay in holding examinations.
4. Every possible attempt will be made to hold the practical examination at Hall #7 (Training Tower) when a man is on duty.
5. **An** Executive member of Local 1137 will be present for all written, oral, and practical examinations.
6. This policy will **apply** to all **men** advancing to the above-mentioned classifications after December 31st, 1974.
7. Members off sick, on vacation, at the Ontario Fire College, etc., will be examined at a later date but by a different examination of comparable level.
8. Members **in** other than the Fire Fighting Division (during the first three years of employment) will be required to take examinations relating to their own duties in their respective divisions.
9. Every possible attempt will **be** made to conduct the written and oral examinations on the same day.
10. Members may be required to take examinations on off-duty time **it** necessary.
11. Members will be required to take examinations around each **anniversary** date during the first three years of employment.

12. Examinations

1. Written	=25%	
2. Oral	=25%	
3. Practical	=25%	
4. Appraisal	<u>=25%</u>	100%

Overall passing mark required = 60%

13. A member will be required to re-qualify in any category in which he receives less than 60% if his overall mark is less than 60%.

14. If a member fails to obtain an overall mark of 60%, he will be required to wait **four** months before being **re-examined**. If he fails after four months, he will be required to wait for **an** additional eight months (anniversary date) and then be re-examined. If he fails at the end of twelve months, or for the third time, his employment will be terminated.

15. NO member who fails, at any opportunity, will have his salary increased until he obtains the overall mark of 60%.

G. Leduc, 1137 President

B. N. Mitchell, Fire Chief

November 20, 1974

ETOBICOKE FIRE DEPARTMENT

VACATION POLICY, 1984

1. Vacations shall operate on an individual platoon basis.
2. Each platoon may have up to a maximum of 11 personnel on vacation, and only four of these 11 men may be captains or Acting Captains. District Chiefs and Acting District Chiefs shall book holidays according to the revised District Chiefs' schedule.
3. Effective with the 1976 Vacation Policy, the District Chiefs of each platoon must conduct a new draw by drawing each man's name from a hat to determine the order of choice in each group in the event of a vacation period becoming available. This list in each group will then rotate indefinitely.
- 4A. Two-week vacation periods shall commence on the Monday following members' regular Saturday and Sunday off.
- 4B. A one-week vacation period shall commence on the Saturday following members' regular Thursday and Friday off. However, after all one- and two-week vacation entitlements have been booked, a member may elect to take the five (ten-hour) day tour of duty in lieu of the regular one-week vacation period as outlined in this section. It must be clearly understood that a man must waive his right to choice and take the chance that one of the above periods is open to him after all members have booked their vacations.
5. New employees with less than one year's service as at July 1st shall choose their vacation periods after all other members of their platoons have chosen their vacation periods.
6. All members with two weeks vacation entitlement must take a two-week period.
7. All members with three weeks vacation entitlement must divide their vacation periods into a two-week and a one-week period, except as stated in (10) of this policy.
8. All members with four weeks vacation entitlement must take at least one two-week period, excepted as stated in (10) of this policy.
9. All members with five weeks vacation entitlement must take at least two two-week periods, except as stated in (10) of this policy.

10. All members with three, four or five weeks vacation entitlements may take a three-week period during January, February and March, or October, November and December. A three-week period shall consist of five **days**, four nights and two days **and** three nights, consecutively, in this order.
11. All members with extra day vacation entitlements will make their choice in order of their group. Extra day vacation entitlements will **be** chosen only after all other vacation periods have been allotted.
12. **Any** deviation from this policy must be sanctioned by the Fire Chief and the Association.

Bryan N. Mitchell
Fire Chief

Charles Exton
President, Local 1137

1984, September 05th

ETOBICOKE FIRE DEPARTMENT
FIVE-YEAR SCHEDULE OF HOLIDAY GROUPS

FOR TWO-WEEK PERIODS

	<u>1983</u> <u>Groups</u>	<u>1984</u> <u>Groups</u>	<u>1985</u> <u>Groups</u>	<u>1986</u> <u>Groups</u>	<u>1987</u> <u>Groups</u>
First Choices	10 and 9	1 and 2	3 and 4	5 and 6	7 and 8
Second Choices	1 and 2	3 and 4	5 and 6	7 and 8	9 and 10
Third Choices	3 and 4	5 and 6	7 and 8	9 and 10	2 and 1
Fourth Choices	5 and 6	7 and 8	9 and 10	2 and 1	4 and 3
Fifth Choices	7 and 8	9 and 10	2 and 1	4 and 3	6 and 5

FOR ONE-WEEK PERIODS

First Choices	4 and 3	5 and 6	7 and 8	9 and 10	1 and 2
Second Choices	5 and 6	7 and 8	9 and 10	1 and 2	3 and 4
Third Choices	7 and 8	9 and 10	1 and 2	3 and 4	6 and 5
Fourth Choices	9 and 10	1 and 2	3 and 4	6 and 5	8 and 7
Fifth Choices	1 and 2	3 and 4	6 and 5	8 and 7	10 and 9

jrb/sh, September 16, 1982

AGREEMENT made in triplicate this 28th day of November 1953
as amended effective January 1, 1984,

BETWEEN:

THE CORPORATION OF THE CITY OF ETOBICOKE

(herein called the "Corporation")

of the first part,

and

THE ETOBICOKE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

LOCAL NO. 1137, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

(herein called the "Association")

of the second part:

The parties hereto agree as follows:

ARTICLE 1. EMPLOYEES COVERED

1.01 The provisions of this Agreement shall apply to all full-time Fire Fighters of the Etobicoke Fire Department under the jurisdiction of the Fire Chief, with the exception of the Chief, the Deputy Chief, the Assistant Deputy Chief and the Chief's administrative office staff.

ARTICLE 2. RECOGNITION

2.01 The Corporation retains the sole right to manage all services and direct the working forces, including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its employees for just cause.

ARTICLE 2. RECOGNITION (cont'd.)

A claim of discriminatory promotion, demotion or transfer or a claim that any employee has been discharged, penalized or suspended without just cause may be the subject of a grievance and dealt with as provided herein if the employee so desires. Any employee who is to be penalized, suspended, discharged or demoted by the Chief, Deputy Chief or Assistant Deputy Chief shall be afforded the right to be accompanied by an Executive Member of Local 1137. When the Chief, the Deputy Chief or the Assistant Deputy Chief disciplines or discharges an employee in writing a copy of the letter shall be forwarded to the Association.

2.02 The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) days prior to the introduction or implementation of substantial technological change affecting Employees, the City shall, by written notice, furnish the Association with all information in its possession of the planned change or changes. Such notice shall contain the information known to the City respecting (a) the nature and the degree of change, (b) the date or dates on which the City plans to effect the change, (c) the location or locations involved.

ARTICLE 2. RECOGNITION

2.08 The Corporation and the Association agree that at no time will discrimination be shown towards the employees in respect to this Agreement.

ARTICLE 7. SICK LEAVE

7.03 Each full-time employee shall be eligible to receive full rate of pay for *any* time lost by non-occupational accident or illness (except for accident or illness arising *out* of employment for an employer other than the Corporation) to the full extent of his accrued sick pay credit at the time of such absence.. The number of days an employee is absent; on account of accident or illness shall be deducted from his sick pay credit.

ARTICLE 7.

SICK LEAVE

7.08

The City may for reasonable cause require an employee to submit to a medical examination by a qualified Medical Practitioner appointed by the Employer and the employee shall receive a copy of the medical report forthwith thereafter, provided that, where the employee's own Physician disagrees with the report or makes a different assessment of the employee, the medical condition of the employee shall be determined by a third Physician who shall be **agreed** upon by the qualified Medical Practitioner for the Employer and the employee's own Physician. The decision of the third Doctor shall **be** final. All costs of the medical examinations shall be paid for **by** the Employer.

The opinions of all Doctors shall be made available to both the employee and to the Medical Officer of Health of the City. The Medical Officer of Health shall be entitled to express his opinion, based on such information, to the Employer as to the fitness of the employee to perform fire fighting duties.

ETOBICOKE FIRE DEPARTMENT
FIREFIGHTING DIVISION
JOINT PROMOTION POLICY

9. When a vacancy occurs in any division of the **Fire Department**, other than the Firefighting Division, such vacancy shall be posted for the information of all Firefighters.

Promotion to the **Officer Ranks** in any division of the **Fire Department** other than the Firefighting Division, eg. **Training, Fire Prevention, etc.**, shall be **subject** to the same basic promotional requirements as established for the Firefighting Division, **differing** only in examination content **and format**.

Promotions *above* the rank of **Platoon Chief** shall be by **recommendation of a Promotion Board**. However, such promotions shall **have** the approval of the Borough of Etobicoke Council.