

SOURCE	CITY		
EFF.	01	01	85
TERM.	31	12	86
NO. OF EMPLOYEES	490		
NOMBRE D'EMPLOYES	A.D.		

AGREEMENT made in triplicate this 28th day of November 1985  
as amended effective January 1, 1985.

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

A claim of                    natory promotion                    i                    ci                    : a  
 claim **tha any** employee has **been discharged**                    i                    or  
 suspended without just **cause may** be th                    subject of a **grievance**  
**and** dealt with as **pro**                    herein if the **employee** so **desires**.  
 Any **employee** who is to be penalized (which **expressio** shall  
                   de a                    i                    which is b: writing or of which a record  
 will be                    ,                    d                    e or                    : by the Chief,  
 Deputy **Chief** or Assistant :                    Chief **sha** be afforded the  
**right** to be                    id by an                    iti Member of Local 1137.  
                   en the Chief, the **Deputy** Chief or the Assistant **Deputy** Chief  
 disciplines or **discharges** an employee in writing a copy of th  
 letter **shall** be forwarded to the Association.

2.02                    i Association **agrees** that the Employer has **the** right to study  
 or **introduce new** or improved methods or **faci** it                    Not l  
 than ninety (90)days ri                    : the                    t                    or  
 implementation of substantial                    cal                    nge affecting  
 Empl<                    **the** ity **shall**, by                    t                    notice, furnish **the**  
 Association with all                    :                    in its possession of                    e  
 planned change or ch                    :                    e shall contain **the**  
                   t known . **the** City                    g                    in: (1) the nat                    and the  
**degree** of change, (b) the date                    dates on which **the** City                    :  
 to **effect** :                    ng , (c) the location or ocations                    .

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) 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. Overtime shall be paid for **actual time worked** and paid quarterly.

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 <b>21 years</b> service as of July 1st           | 4 weeks and 1 day  |
| With <b>22 years</b> service as of July 1st            | 4 weeks and 2 days |
| With <b>23 years</b> service as of July 1st            | 4 weeks and 3 days |
| With <b>24 years</b> service as of July 1st            | 4 weeks and 4 days |
| With <b>25</b> 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 ~~ex~~ 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 <i>Years</i> Day | Labour Day              |
| Good Friday          | Thanksgiving <b>Day</b> |
| 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.        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.

(c) **Any** ~~employee~~ absent more than fourteen (14) consecutive shifts because of illness or accident must obtain a ~~medical~~ certificate to return to duty from a qualified **medical** practitioner.

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.
- 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

**ARTICLE 7.**      **SICK LEAVE** (cont'd)

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:

- (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.

ARTICLE 7.      SICK LEAVE (cont'd)

(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.

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.

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

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      Effective April 3, 1986 the Corporation will provide a Dental Plan equivalent to CUMBA Red Plan with Riders 1 and 2, no deductible and no co-insurance based on the 1985 O.D.A. Fee Guide, Coverage will commence on completion of three (3) months service. The premium costs will be paid 100% 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>Jan. 1/85</u>	<u>Jan. 31/85</u>	<u>July 1/85</u>
Probationary	21,543	22,643	23,130 ( 65%)
3rd Class	24,857	26,126	26,689 ( 75%)
2nd class	28,172	29,610	30,247 ( 85%)
1st class	33,143	34,835	35,585 (100%)
Mechanic	33,143	34,835	35,585 (100%)
Fire Inspector	33,143	34,835	35,585 (100%)
Captain	38,114	40,060	40,923 (115%)
Assistant Supervisor of Maintenance	38,114	40,060	40,923 (115%)
Assistant Director of Training	38,114	40,060	40,923 (115%)
Training Officer	38,114	40,060	40,923 (115%)
Assistant Director of Fire Prevention	38,114	40,060	40,923 (115%)
District Chief	43,086	45,286	46,261 (130%)
Supervisor of Maintenance	43,086	45,286	46,261 (130%)
Director of Training	43,086	45,286	46,261 (130%)
Director of Fire Prevention.	43,086	45,286	46,261 (130%)

ARTICLE 9.     SALARIES (Cont'd)

<u>CLASSIFICATION</u>	<u>Jan. 1/86</u>	<u>July 1/86</u>
Probationary	24,125	24,456 ( 65%)
3rd Class	27,836	28,219 ( 75%)
2nd Class	31,548	31,981 ( 85%)
1st Class	37,115	37,625 (100%)
Mechanic	37,115	37,625 (100%)
Fire Inspector	37,115	37,625 (100%)
Captain	42,682	43,269 (115%)
Assistant Supervisor of Maintenance	42,682	43,269 (115%)
Assistant Director of Training	42,682	43,269 (115%)
Training Officer	42,682	43,269 (115%)
Assistant Director of Fire Prevention	42,682	43,269 (115%)
District Chief	48,250	48,913 (130%)
Supervisor of Maintenance	48,250	48,913 (130%)
Director of Training	48,250	48,913 (130%)
Director of Fire Prevention.	48,250	48,913 (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. 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.

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

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 Provincial Federation of Ontario Fire Fighters 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 at the rate for such higher rank while so acting and **shall** be paid quarterly.

**ARTICLE 15. PAY FOR COURT ATTENDANCE OR ONTARIO FIRE COLLEGE**

- 15.01 **An employee**, who would otherwise be off **duty** who is required to attend court by reason of a subpoena as a witness in a court case arising out of his employment with the Fire Department, shall be compensated at one and one-half (1-1/2) times the hourly rate for his rank or classification for **the** time spent in court. Such time shall be accumulated and paid quarterly. A mileage allowance to and from the employee's normal place of residence **will** be paid in accordance with **the** City's Automobile **Expense** Reimbursement Policy.
- 15.02 **An employee**, who **would** otherwise be on normal duty with the Corporation and is *absent* by reason of a subpoena as a witness in a court case arising out of his employment with the Fire Department, 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 the authorization in advance by the Chief or his designate. In all other circumstances where an employee is subpoenaed to witness, time off **shall** be granted without pay subject to authorization by the Chief or his designate.
- 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.
- 16.04      Any notice of disciplinary action which **may have** been placed on the personal file of an employee shall be removed after not **more** than forty-two (42) months have elapsed since the disciplinary action **has** been taken, provided that no further similar disciplinary action has been recorded.

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.
- 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:

ARTICLE 17

GRIEVANCE PROCEDURE (cont'd)

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.

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.

ARTICLE 17      GRIEVANCE PROCEDURE (cont'd)

Stage 3 (cont'd)

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.

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.

ARTICLE 17.      GRIEVANCE PROCEDURE (cont'd)

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.

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 p e r to determine whether or not **such** Fire Fighter shall be reinstated with full, partial or **no back pay**.

ARTICLE 19.     INDEMNIFICATION

The employer agrees to indemnify all employees of the Fire Department and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties excluding willful and malicious damage. Legal counsel, when required, will be provided by **the** employer.

ARTICLE 20      DURATION

20.01      This Agreement shall remain in force and effect from the first day of January, 1985, until the thirty-first day of December, 1986, and from year to year thereafter.

20.02      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 21<sup>st</sup> day of November 1986.

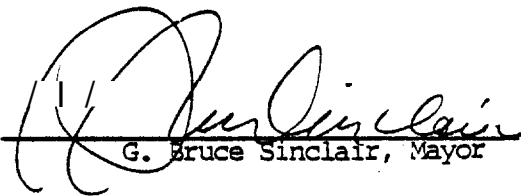
SIGNED, SEALED AND DELIVERED

in the presence of

THE ETOBICOKE PROFESSIONAL FIRE  
FIGHTERS' ASSOCIATION LOCAL NO. 1137

THE CORPORATION OF THE  
CITY OF ETOBICOKE

\_\_\_\_\_  
C. Exton, President

  
\_\_\_\_\_  
G. Bruce Sinclair, Mayor

\_\_\_\_\_  
R. Foster, Secretary

\_\_\_\_\_  
R. F. Cloutier, Clerk

  
\_\_\_\_\_  
Witness

SCHEDULE "A"

CITY OF ETOBICOKE MEDICAL F

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) **Replacement 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) **Replacement 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Bryan N. Mitchell*  
J. Ross Bissell  
David J. Sanford  
Lois E. Griffin

Robert Weech  
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;
  - (iii) replacement days 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.

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Bryan N. Mitchell  
Fire Chief

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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 except 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 Etobicoke Fire Department, an Association Executive member as an observer.

August, 1979

STATION NOTICE

AMENDMENT TO T                      FIRE DEPARTMENT  
FIRE DIVISION JOIN                      DATED MAY,

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%

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Bryan N. Mitchell  
Fire Chief

brm/sh, November 14th, 1975

PROBATIONER TO FIRST CLASS FIRE FIGHTER

REMENT EXAMINATION

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 if 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	=25%	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

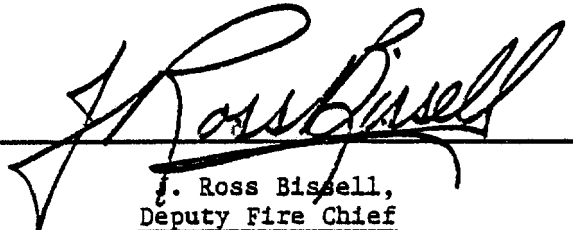
ETOBICOKE FIRE DEPARTMENT

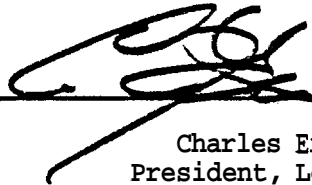
VACATION POLICY, 1987

1. Vacations shall operate on an individual platoon basis.
2. Each platoon may have up to a maximum of twelve personnel on vacation of all ranks or classification, and four of these will be Captains or designated Acting Captains if they **so** desire. District Chiefs and designated Acting District Chiefs will 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 or the four (14 hour) night 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 one-week period, except as stated in (4B) of this policy.
8. All members with four weeks vacation entitlement must take at least one two-week period, except as stated in (4B) of this policy.
9. All members with five weeks vacation entitlement must take at least one two-week period, except as stated in (4B) of this policy.
- 9B. After the one- and two-week vacation entitlements have been booked in accordance with (4A) and (4B), a member who receives five weeks may elect to split the remaining two-week period. This would consist of one five day period (**50** hours) and one four night period (56 hours). This would be done after the other members had booked their two-week period as a complete unit.

VACATION POLICY 1987, CONT'D

10. 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, except for any recruit commencing employment before October 1st in any year, who will receive nine working days.
  
11. For the purpose of vacations there shall be:
  - (a) a maximum of one designated Acting Captain per station on each platoon,
  - (b) a maximum of two designated Acting District Chiefs on each platoon,
  
12. Vacations will be booked in the following order:
  1. District Chiefs and designated Acting District Chiefs, i.e., designated at time of booking
  2. Captains and designated Acting Captains, i.e., designated at time of booking
  3. Firefighters
  
13. Any deviation from this policy must be sanctioned by the Fire Chief and the Association.

  
\_\_\_\_\_  
J. Ross Bissell,  
Deputy Fire Chief

  
\_\_\_\_\_  
Charles Exton,  
President, Local 1137

Date Oct. 2, 1986



FIRE DEPARTMENT  
YE- 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