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EFF.	87	01	01
TERM.	88	12	31
No. OF EMPLOYEES	635		
NO. D.	RB		



# COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF  
THE CITY OF NORTH YORK

AND

THE NORTH YORK  
FIREFIGHTERS'  
ASSOCIATION

*Waded JH*

EFFECTIVE JAN. 1, 1987 - DEC. 31, 1988

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**R. J. REYNOLDS**  
COMMISSIONER OF PERSONNEL

**CITY OF NORTH YORK**  
5100 YONGE STREET  
NORTH YORK, ONTARIO  
M2N 5V7

**TELEPHONE:**  
224-6161

THIS AGREEMENT made ~~this~~ **26th** day of July, 1988.

BETWEEN:

**THE CORPORATION OF THE CITY  
OF NORTH YORK**

Hereinafter called the "Employer"

OF **THE** FIRST PART

and

**THE NORTH YORK  
FIRE FIGHTERS' ASSOCIATION**

Hereinafter called the "Association"

OF THE SECOND PART

WHEREAS **the** Parties hereto have agreed to enter into these presents for the purpose of defining, determining and providing for remuneration, **pensions and working conditions** of the **full** time Fire Fighters covered by **this** Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

**1. EMPLOYEES COVERED**

1.1 The provisions of **this** Agreement shall apply **only** to all full time Fire Fighters employed in the North York Fire Department, except **the** Fire Chief, **the** Deputy Fire Chief and the Assistant Deputy Chief, being **persons** who have

been appointed by the Council of the Municipality to act in place of the Chief of the Fire Department in his ~~absence or~~ in the case of a vacancy in the office. 8-11-80

1.2 Each new Employee shall be deemed to be a ~~probationer~~ for the first six consecutive months of his employment, and the provisions of ~~this~~ Agreement shall only apply to probationers if and when specifically provided for herein.

## 2. RECOGNITION

2.1 The Employer recognizes the Association as bargaining agent for all full time Fire Fighters (as defined by the Fire Department Act, R.S.O. 1970, Chapter 169) of the NORTH YORK FIRE DEPARTMENT except the Chief, the Deputy Chief and the Assistant Deputy Chief.

2.2 This Agreement shall be subject to the Mr. Justice Rand Formulae: i.e.

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"Whenever 75% of Employees covered by this Agreement consent to the union dues being deducted from their salary each pay day, it shall be compulsory for all Employees to pay the regular union dues in the same manner as a condition of employment."

## 3. DISCRIMINATION AND COERCION

3.1 There shall be no discrimination or intimidation against any Employee because of the Employee's membership in the Association or by virtue of his holding office in the Association.

3.2 Provisions of this Agreement shall be applied to all Employees without discrimination.

#### 4. HOURS OF WORK

The Members of the Fire Department shall work:

4.1 ~~A forty-two hour~~ week - 2 Platoon System, the schedule of hours to be agreed upon by the Chief and the Association and approved by the Employer. 39-42 70

4.2 The Fire Prevention ~~Staff~~, Mechanics and Drill Instructors to work the equivalent hours per week. The schedule of hours for the Employees in this Article shall be discussed by the Chief with the Association, where possible, prior to implementation.

4.3 It is understood nothing in the above hours of work will prevent a proper officer ~~as~~ designated by the Fire Chief from granting the request of any two men to change shifts or days off. The replacement Employee who has agreed to the change, which has been approved by the aforesaid proper officer, shall thereupon assume all the obligations for that particular tour of duty for the Employee so replaced.

4.4 In the following circumstances an Employee shall receive pay calculated ~~at~~ the rate of one and one-half times the employee's regular rate of pay for all time worked, or if elected by the Employee, receive compensating time off on the basis of hour for hour worked, to be taken at a time mutually convenient to the Department and the Employee. 41-1

(a) When ~~an~~ Employee is required to work one quarter hour or more in excess of the Employee's scheduled tour of duty.

(b) When ~~an~~ Employee is off-duty and is required in connection with the Employer's business, to perform regular ~~or~~ related duties or attend an inquest, court, or other tribunal.

**An** off-duty Employee who attends Department constituted committee meetings, or **is** required and authorized by the Chief to attend seminars or course of learning shall be compensated on the basis of time off equivalent to the time spent at such meeting, seminar or course of learning.

The foregoing shall not apply to:

Situations resulting from attendance at the Fire College, or course where the Employee is not required to attend.

## 5. VACATIONS

5.1 The 12 month period hereinafter used for the calculation of the amount of vacation days to which an Employee is entitled shall commence on August 1st and terminate on July 31st in any year.

5.2 Effective January 1, 1980, Employees shall be entitled to annual vacation in accordance with the following schedule:

2 weeks after	1 year	01	02
3 weeks after	2 years	02	03
4 weeks after	10 years	10	04
5 weeks after	18 years	18	05
6 weeks after	24 years	24	06

5.3 New Employees shall be granted vacation days in accordance with the following schedule:

After 1 completed month of service - 0 calendar days  
After 2 completed months of service - 3 calendar days  
After 3 completed months of service - 4 calendar days  
After 4 completed months of service - 5 calendar days  
After 5 completed months of service - 6 calendar days  
After 6 completed months of service - 7 calendar days  
After 7 completed months of service - 9 calendar days  
After 8 completed months of service - 10 calendar days  
After 9 completed months of service - 11 calendar days  
After 10 completed months of service - 12 calendar days  
After 11 completed months of service - 13 calendar days

5.4 All of the foregoing schedule is subject to stipulation that no Employee shall be permitted to use his accumulation of Vacation Days until he has completed 6 months of continuous service.

5.5 Any portion of annual Vacation Days accumulated prior to July 31st not taken in the calendar year will be forfeited and cannot be carried forward to the subsequent calendar year except as may be awarded by Council in cases of prolonged illness extending into the next calendar year.

5.6 Employees entitled to three weeks or more annual vacation shall be able to take their third week or such additional entitlement during the months of June, July, August and September, provided such week does not conflict with regular summer vacations for other personnel, as arranged to the satisfaction of the Chief.

5.7 Vacation periods shall be selected according to seniority in the generally accepted groups within the Department on such basis as is agreed upon by the Chief and the Association.

5.8 Employees terminating their service will receive payment on a proportionate basis for the **number** of unused vacation days accruing from **August 1st then last** past, in accordance with Article 5.2.

5.9 Persons terminating their service with the Employer prior to completing the probationary period will receive payment **for** vacation credits in accordance with **the** Employment Standards Act.

5.10 Employees who **are** absent on account of **illness** or any **injury** not covered by **Workers'** Compensation who have exhausted their sick pay credits shall not be entitled to accrue vacation benefits which fall **during** such period of absence.

5.11 An Employee who retires on pension from the City shall receive the vacation entitlement he would have been entitled to in the year in which the Employee retired.

## 6. LIEU DAYS

6.1 In lieu of statutory and declared holidays, each Employee shall be **entitled** to one day off duty for each statutory or declared holiday, at such time **as** may **be** agreed by the Chief and the Association.

6.2 Statutory and declared holidays shall mean:

<b>New Year's Day</b>	Good Friday
Easter Monday	Victoria Day
Dominion Day	Civic Holiday
Labor Day	Thanksgiving Day
Remembrance Day	<del>Christmas Day</del>
Boxing Day	
Floating Day	

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6.3 Employees who are absent on account of illness or injury not covered by Workers' Compensation who have exhausted their sick credits shall not be granted a Lieu for any of the holidays set out in Article 6.2 which fall during such period of absence.

## 7. ACCIDENT AND SICKNESS

7.1 An Employee off duty as a result of an accident or occupational illness incurred in the performance of his duties shall be provided with hospital and medical care in accordance with the Workers' Compensation Board Act, and shall receive from the Employer the wage difference between the Workers' Compensation B regular salary, and further, that such sick pay as may be accumulated to the credit of the Employee shall not be affected by such absence from duty.

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## 8. CUMULATIVE SICK PAY

8.1 Each Employee shall receive a gross credit of:

- (a) one and one-half days up to December 31st,           -
- (b) one and one-quarter days from January 1st, 1966 to December 31st, 1966 and
- (c) ~~one and one-half days~~ after January 1st, 1967, for an unbroken month of service with the Employer such credit to be cumulative.

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8.2 Sick Pay Credit shall be cumulative as from the beginning of the first complete calendar month after the commencement of duties and such credits can be used as available, after one month of service including the probationary period.

**8.3** A month of "unbroken" service shall be one where the Employee is employed, in full or in part, on all the working days in the month, provided that, subject to Article 8.5 unemployment due to weather conditions, lack of work, loss of time due to accidents **occurring while** on duty, suspensions, or **illness**, shall not be considered as breaking a month's service.

**8.4** Where an Employee is absent on account of illness and **his** cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he was *so* absent.

**8.5** Statutory holidays and **special** holidays and regular "days off" shall not form part **of** the illness period.

**8.6** **An** Employee shall not be entitled to sick pay in advance of **any** credit he may earn in the current month, such credit becomes available only on and after the first day **of** the following month.

**8.7** Whenever in any month an Employee's days of illness exceed **his** cumulative sick pay **credit** at the end of such month, the excess days of illness shall not be charged against credit **becoming** available in the future but **shall** be regarded as days **of illness** without pay.

**8.8** When an Employee is given leave **of** absence without pay for any reason, or **is** laid off **on** account of lack **of** work and returns to the service **of** the Employer upon expiration **of** such leave of absence, etc., he shall not receive credit for the **period** of such **absence**, but **shall retain** his cumulative credit, if any, existing at the time **of** such leave.

8.9 The number of days or ~~parts~~ of days for which an Employee receives "Sick Pay" shall be deducted from his Cumulative Sick **Pay** Credit.

8.10.1 An Employee absent for more than three working days shall furnish a doctor's certificate covering the nature and duration of **his** illness and, in addition thereto, shall be required in each 30 day period following the 3 day period to submit **a** like certificate covering the nature and duration of such illness.

8.10.2 The Employer reserves the right in any case of absence on account of illness to request such of its officials **as** it deems proper to attend at the residence of the Employee and report such illness or request the Employee concerned to furnish a medical certificate to confirm such illness. "Officials" in ~~this~~ sub-section shall mean the Chief, a Senior Officer of the Fire Department, a Medical Practitioner or a Registered Nurse

8.11 Any or all of the unused portion of Sick Pay Credit shall be accumulated to the benefit of the Employee from **year** to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days.

8.12 Upon termination of employment with the Employer, there shall be paid to:

- (a) an Employee who retires or is retired on ~~pension~~;
- (b) an Employee who ~~resigns~~;
- (c) one or more dependents who have been designated in writing by the Employee to the Employer, or failing the designation of any dependent by the ~~Employee~~, the estate of the Employee;

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the whole or part of such an amount as is equal to one half of the cumulative sick pay credit of the Employee but in no case shall such amount exceed the aggregate amount of his *salary* or other remuneration for the period set forth in Column 2 of the schedule contained herein, corresponding to the service requirements set forth in Column 1 thereof.

**8.13** The following is the schedule hereinbefore mentioned

At least <b>10</b> years but less than <b>15</b> years	- 3 calendar months
At least <b>15</b> years but less than <b>20</b> years	- 4 calendar months
At least <b>20</b> years but less than <b>25</b> years	- 5 calendar months
At least <b>25</b> years	- 6 calendar months

provided that any Employee as of December **31st, 1958**, shall be entitled to have set aside such credit in days (hereinafter referred to as reserve days) as he would have received if he had terminated **his** employment on that date (December **31st, 1958**), provided that such reserve days may be used for sick pay purposes **if** required, and provided further that any amount that an Employee is entitled to receive on separation shall be the aggregate amount of sick pay credits which have been accumulated since **January 1st, 1959**, and credit for reserve days (if any); and provided further that in any event, **no** Employee shall be entitled to receive a grant in excess of six month's pay at the time of separation. It is understood between the Parties hereto that **in** the calculation of the aggregate amount to be paid to an Employee on separation as aforesaid the number of days to the credit of the Employee as of December **31st, 1958**, other than the reserve days, shall not be used.

8.14 Employees separated for failure to report for work or discharged for cause are not eligible for any payment on account of sick pay credits other than payment provided pursuant to reserve days as set forth above.

## 9. SALARIES

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9.1 The following shall be the scale of salaries paid during the term of this Agreement. viz:

Classification	1987				
	Annual Rate	Bi-Weekly Ram	Annual Rate	Bi-Weekly Rate	% of 1st
	Jan. 1/87	Jan. 1/87	Oct. 1/87	Oct. 1/87	C. F.F.
Platoon Chief	<u>\$ 59,315</u>	\$ 2,281.35	\$ 59,790	\$ 2,299.62	150
Chief - Administration Division					
District Chief and Chief Inspector	51,406	1,977.16	51,818	1,993.00	130
Captain and Captain Mechanic	<u>\$ 45,474</u>	1,749.00	<u>45,839</u>	1,763.04	115
Fire Fighter					
- 1st Class	39,543	1,520.89	39,860	1,533.08	100
- 2nd Class	35,589	1,368.81	35,874	1,379.77	90
- 3rd Class	<u>32,425</u>	1,247.12	32,685	1,257.12	82
- 4th Class	<u>29,657</u>	1,140.66	<u>29,895</u>	1,149.81	75
- Probationer	27,680	1,064.62	<u>27,902</u>	1,073.16	70

Classification	1988		
	Annual Rate	Bi-Weekly Ram	% of 1st
	Jan. 1/88	Jan. 1/88	A.F.F.
Platoon Chief	<u>\$ 62,808</u>	\$ 2,415.70	150
Chief - Administration Division			
District Chief and Chief Inspector	54,434	2,093.62	130
Captain and Captain Mechanic	<u>48,153</u>	1,852.04	115
Fire Fighter			
- 1st Class	41,872	1,610.47	100
- 2nd Class	37,685	1,449.43	90
- 3rd Class	34,335	1,320.58	82
- 4th Class	<u>31,404</u>	1,207.85	75
- Probationer	<u>29,370</u>	1,127.31	70

Effective October 15, 1970, all staff hired after that date shall come under the following revised classification format for the uniform positions below the rank of Captain, viz:

- Fire Fighter 1st Class
- Fire Fighter 2nd Class
- Fire Fighter 3rd Class
- Fire Fighter 4th Class
- Fire Fighter Probationary (6 months)

Progression from Probationer to 1st Class to take 3-1/2 years **unless** held back as provided for herein.

**9.2 Any** Employee promoted to officer rank will be on probation for a period of three (3) months at the end of which period he will in accordance with the recommendation of the Chief, be either confirmed in the rank to which he was promoted, or revert to the rank which he held prior to the promotion. The employee shall be paid at the rate of the rank to which he has been promoted effective the date of such promotion which shall include all time worked or while on Workers' Compensation. The probationary period shall be extended for periods of absence due to illness, non **compensable** injuries, Workers' Compensation or leaves of absence etc. in excess of five (5) scheduled tours of duty.

**9.3** For reasonable cause, the increment increase of a Fire Fighter may be withheld as follows:

(a) Progression from Fire Fighter Probationer to Fire Fighter 4th class may be withheld for a period of up to six months.

(b) In situations involving other than progression from Fire Fighter Probationer to Fire Fighter 4<sup>th</sup> class as referred to in (a) above, an increment may be withheld for only one period of three months after which it shall be necessary that a decision be made by the Chief of the Department that either the man is deemed qualified at that point for his increment, or that he be separated from the employ of the Employer.

(c) The Chief shall, within 10 days of the date on which the increment would have become effective, notify the Commissioner of Personnel and the Secretary of the Association of the withholding of such increment.

(d) During the period an increment is withheld, the seniority date shall not be altered, but it is understood that no claim for retroactive pay or employee benefits can be made by or on behalf of an Employee for the period such increment was withheld.

(e) Nothing in the foregoing shall in any way limit the powers of the Employer or by the Chief on behalf of the Employer to terminate the services of an Employee at any time for reasonable cause, as provided for in the existing collective agreement, nor does it limit the rights of the Employee or the Association to use the grievance procedure.

#### 9.4 Acting Rank Pay

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Employees who are detailed to assume the duties of the rank of Captain shall be paid at the daily rate of the higher position whilst so employed. Absence due to vacations and lieu days of Captains attached to the Fire Fighting Division will be filled on a scheduled basis by full-time Captains who are designated as "Swing Captains".

If and when **an** Officer is detailed to assume the duties of a higher rank replacing a Senior Officer who is absent from duty he shall be paid **at** the daily rate of the higher position whilst *so* employed.

### 9.5. Mechanic's Tools

Subject *to* the discretion of the Fire Chief, the loss **or** breakage of mechanics' tools resulting from work on departmental vehicles **shall** be replaced with tools of comparable quality.

## 10. SERVICE PAY

10.1 Each full time Fire Fighter covered by this Agreement upon completion of the number **of** years of continuous service with the Fire Department referred to in Column 1 hereunder shall be entitled to receive service pay for each calendar year, on or about December 1st, at the rate set forth in Column 2 as follows:

Column 1		Column 2
7 years		\$ 55.00
12 years	52B-1	110.00
17 years		165.00
22 years		220.00
27 years		275.00

Employees in their qualifying year for service pay shall receive payment on a proportionate basis for the completed months in such qualifying year. Employees separating from the employ of **the** Employer shall be paid on a proportionate basis for each completed month of service.



## 11. PROMOTION AND SENIORITY

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11.1 In making recommendations for promotions in the Department both the efficiency and years of service in the North York Fire Department shall be considered.

11.2 Any promotion above Fire Fighter 1st class shall be based on the following:

(a) Seniority, leadership quality and ability as evidenced by written and/or oral examinations and/or personal interview, and by assessment of the applicant made by his superior officer(s).

(b) It is further provided that the Chief must make available to any applicant on his written request, the results of the examination(s) and the basis of any assessment(s) considered in connection therewith.

(c) It is further provided that any decision made on the basis of the assessment(s) or examination(s) results may be called into question and tested under the terms of the grievance procedure.

11.3 When and if new fire halls are erected in the City they shall be in charge of Officers selected from within the Department wherever possible and in accordance with the qualifications and seniority.

11.4 There shall be an officer in charge of each fire truck that proceeds to answer a fire call.

11.5 No position in the Department which has become vacant by reason of death, retirement, resignation or dismissal of an employee shall be left unfilled for a period in excess of six months.

**11.6** In determining an Employee's length of service for ~~seniority~~ purposes, computation will begin on the date the Employee ~~began~~ work in the North York Fire Department. Former Employees re-entering the service after continuity of service has been broken for any reason (Service in the Canadian Armed Forces during a time of war or national emergency excepted) shall be considered new Employees ~~and seniority shall be~~ computed as of the date of ~~re-entry into~~ the department.

## **12. LEAVE OF ABSENCE**

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**12.1** Leave of Absence ~~with pay~~ shall be granted to members of the Association who have been delegated by the Association to attend the Annual Convention of the Ontario Professional Fire Fighters' Association, provided the Association supplies replacements for those absent satisfactory to the Employer through the Chief and further the absence of such delegates ~~has~~ been approved by the Employer.

**12.2** Leave of absence ~~with pay~~ will be granted to an Employee for the purpose of making funeral arrangements and/or attending the funeral service as follows:

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In the case of members of ~~an~~ Employee's immediate family -being ~~mother~~, father, sister, brother, spouse or children, the Employee's scheduled ~~Tours~~ of ~~Duty~~ from the occurrence of the death up to and including attendance at ~~the~~ funeral service to ~~the~~ limit of three ~~Tours~~ of Duty.

In the case of an Employee's mother-in-law and father-in-law the Employee's scheduled ~~Tour~~ of Duty from the occurrence of the death up to and including attendance at the funeral service to the limit of two ~~Tours~~ of Duty.

In the case of ~~an~~ Employee's other relatives including the **immediate** relatives of the spouse not mentioned in the foregoing; the Employee's scheduled Tour of Duty for attendance at the funeral service.

For the purpose of this section the double on-duty tour on Sunday shall be counted as one Tour. It is understood that there shall be no pyramiding of bereavement leave with **annual** vacation or any other absence from duty with or without pay.

12.3 If an Employee is elected or appointed to a full-time position with the Association or any recognized body or Association with which the Association is affiliated, the Council of the Employer, upon receipt of an application from the Employee which is to be processed initially through the Commissioner of Personnel and must be supported by evidence or documents from the Association or its affiliate as to the position to be occupied by such Employee, may grant leave of absence without pay for one person for a period of one year, with no extension beyond the one year period. Council shall determine the rights of the Employee as to seniority, pension, sick pay credits, group life insurance, health insurance and vacations, etc. 63J-3

### 13. PENSIONS

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13.1 As a condition of employment, all Employees commencing to work after January 1st, 1957, must be eligible for and participate in pension plans which have been adopted by agreement between the Employer and the Association. Pension plans shall mean for all full time Fire Fighters who commenced to work for the Employer prior to the 1st day of July, 1968, the Municipality of Metropolitan Toronto Pension Plan and the Canada Pension Plan, and for all such

Employees who commenced to work for the Employer on or after the 1st day of July, 1968, the Ontario Municipal Employees Retirement System Plan and the Canada Pension Plan.

13.2 If during the lifetime of **this** agreement, the Metropolitan Toronto Pension Plan is amended to provide for benefits computed on the basis of 2% for past and future services, the Employer agrees to contribute on such terms as it deems appropriate on behalf of the members of the said Metropolitan Plan such sum as is necessary to provide for normal pension benefits at age 60 or 65 (i.e. Final Average Earnings Plan for the best 60 consecutive months of earnings for all years of credited pensionable service back to start date with the City), provided the Association agrees to the integration of the Canada Pension Plan and that during the period the Employer contributes to past service, no request for the stacking of the Canada Pension Plan shall be submitted by the Association.

13.3 Employer and Employee contribution rates for the Ontario Municipal Employees Retirement System Plan shall be as designated by such plan for "Fire Fighter Members" with normal retirement benefits payable between the ages of 60 and 65.

13.4 Retirement shall be compulsory upon attaining the age of 65 years except for District Chief and above who are employed on non-combat duties in which case, it may be extended beyond age 65 years at the discretion of Council.

(Commencing in 1982 and 1983 Pensions for full-time Fire Fighters shall be on the basis as contained in the following

award of the Board of Arbitration dated October 22, 1981, viz:

"Accordingly, it is our award that the early retirement portion of the Type Three shall be implemented effective **January 1, 1983**. These time limits do not pose any difficulty for those Fire Fighters who are covered by O.M.E.R.S. With respect to those Fire Fighters who are covered by the "Metro Plan" we direct the Employer to ~~seek~~ amendment of the appropriate by-law to implement both aspects of this benefit no later than the dates set forth above, if possible, and to make such representations as may be necessary to Provincial government to accomplish this purpose. The total costs both past **and** future of this benefit shall be borne by the Employer. We will remain seized until both aspects of the Type Three plan are fully implemented.")

#### 14. LONG TERM DISABILITY 70D-100

14.1 Effective July 1st, 1978, the Employer will pay 100% of the premiums of the present Long Term Disability Plan for all Members of the Association on staff as of that date. The Employer will determine the carrier. 75

#### 15. DENTAL

15.1 The Employer will maintain payment for the premium for the Confederation Life Standard Basic Plan and the Major Services Plan currently in effect. In addition a 50% CO-Insurance Orthodontia Rider to cover eligible expenses for a lifetime maximum of \$2,000. per family member shall be provided. The 1986 ODA Schedule of Fees shall apply. Effective July 1, 1988, the 1987 ODA Schedule of Fees shall apply, and effective September 1,

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1988, the 1988 ODA Schedule of Fees shall apply. The Employees' portion of the U.I.C. **Premium** Reduction shall be applied on a continuing basis to partially offset the cost of improvements to the **Dental** Plan and of updates of the applicable ODA Schedule of Fees.

## 16. INSURANCE

16.1 All Employees entering the service of the Employer on and after the fifteenth day of April, 1953, shall be required as a condition of Employment to submit an application for participation in the group life insurance plan in effect at the time of commencement of employment, and, upon such application being approved by the insurance company, shall consent to the Employee's share of the premium for such insurance plan being deducted from their pay cheques. It is understood that 50% of the premium shall be paid by the Employee and 50% by the Employer.

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16.2 The Employer agrees to discuss with the Association any proposed changes in the coverage being provided as of the date hereof. The Association may submit proposals with respect to the group insurance coverage.

16.3 The Employer and the Association agree to share on a 50-50 basis the cost of premiums for Group Insurance for former Employees who have retired on pension.

## 17. HOSPITAL AND MEDICAL COVERAGE

17.1 Effective December 1, 1981, the following shall be the coverage: Ontario Health Insurance Plan, Confederation Life Supplementary Hospital Coverage (Semi-Private) and Confederation Life Comprehensive Medical Protection Plan.

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Effective midnight, December 31, 1985, the Employer will increase the present optical coverage to provide for a \$100.00 eyeglass benefit for each member of the family once per two year period. The Employer shall pay 100% of the premiums for such plans.

17.2 The Employer agrees to share on a 50-50 basis the cost of premiums for hospital, surgical and medical benefits for former Employees who have been or will be retired on pension on or after January 1st, 1974.

## 18. SERVICE AS JUROR OR WITNESS

8.1 Benefits and salary of the <sup>63 BAC - 1</sup> Employees covered herein shall be maintained while serving as a juror or witness for all courts — juries or other tribunals. Such leave of absence shall not constitute a break in service for the purpose of any and all benefits contained in this Agreement. If the Employee agrees in writing to deposit with the Employer the **total** amount received for such services **as** a juror or witness, excluding mileage or travelling expense, the Commissioner of Personnel shall authorize payment of **salary** on the usual pay day for the period **that** the Employee is absent for **this** purpose. The Employee on returning to duty following service as a **juror** or witness, shall present a certificate showing the period of service and the amount of compensation received to the said Commissioner and shall pay such monies to the Employer. If any Employee does not agree as aforesaid or refuses to pay to the Employer the monies received for the period of service he shall forfeit that part of **his** salary or wage for the period he was absent from duty.

## 19. UNIFORMS AND EQUIPMENT

19.1 **All** permanent **Employees**, other than those employed on Fire Prevention duties and senior officers, being District Chief and above, shall be supplied with the following articles of clothing:

- (i) One burberry coat after every six years.
- (ii) One two-piece suit after every four years.
- (iii) One pair of **trousers** every year, (alternate years - summer weight).
- (iv) (a) Three **shirts** every year for the rank of Fire Fighter.  
(b) **Four** shirts every year for the rank of Captain
- (v) One serge hat after every three years.
- (vi) For the classification of Fire Fighter three sets of washable fatigue uniforms consisting of pants and shirt every **two** years.
- (vii) For the rank of Captain, one pair of perma-press wash and wear type uniform pants each year in lieu of (vi) above.

19.2 **All** those employed on Fire Prevention duties **and** senior officers being District Chief **and** above, shall be supplied with the following articles of clothing:

- (i) One burberry coat after every five years.
- (ii) One two-piece suit after every three years.
- (iii) One **pair** of trousers every year (alternate years - summer weight).
- (iv) Four shirts every year.
- (v) One serge hat after every two years.

19.3 New Employees, after completing the probationary period, shall be supplied with the following in the first **year**, viz.

- (i) Three-piece suit consisting of a jacket and two **pairs** of **trousers**.



- (ii) A burberry coat.
- (iii) Three shirts.
- (iv) A serge hat.
- (v) Washable fatigue uniform consisting of pants and **Shirt.**

With the exception of an issue of a two-piece suit, consisting of jacket and ~~trousers~~ in the second year, the scale of issue shall be as referred to in Sections 19.1 and 19.2 above.

19.4 All permanent Employees shall be measured for any uniforms or parts thereof to be issued to them in the year as set forth above, prior to June 1st in the year of issue.

19.5 The Corporation will supply to all Employees in the Division of Fire Fighting, Training and Mechanical Maintenance and other Employees as determined by the Chief the following items of protective fire fighting clothing:

1. One (1) Fire helmet - Cairns 660 Metro C including cradle and protective liner; or other helmet of equal or better quality as determined by the Chief.
2. One (1) full length Fire Fighter's duty coat.
3. Mitts and Liners.
4. One (1) pair of Fire Fighter's rubber boots.

Should Provincial or Federal regulations require a difference to any of the foregoing items, those regulations will prevail.

The foregoing protective clothing will be on a replacement only basis as determined by the Chief. All such clothing and equipment shall remain the property of the Corporation.

## 20. DISCIPLINE AND DEVOTION TO DUTY

20.1 The Employees acknowledge that it is the exclusive function of the Employer, except as it may be affected by this Agreement and in accordance with the terms of this Agreement to:

- (i) Maintain order, discipline and efficiency.
- (ii) Hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any Employee provided that a claim of discriminatory promotion, demotion, classification or transfer, or a claim that an Employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided.
- (iii) Generally to manage its operation and undertakings and without restricting the generality of the foregoing to select, install and require operation of any equipment, plan and machinery which in its uncontrolled discretion deems necessary for the efficient and economical carrying out of its operations and undertakings.

20.2 It is understood by both Parties that no Employee shall be discharged or suspended unless for just cause. In the case of a discharge, or suspension where such suspension could result in discharge, or a suspension of three (3) or more working days, the Chief shall notify the Employer through its Commissioner of Personnel and the Association immediately in writing giving the reasons for such discharge or suspension.

## DEPARTMENTAL RULES

**21.1** Departmental rules shall be deemed to constitute a part of this Agreement and shall be observed by all Employees, and are subject only to the limitations expressed in this Agreement as to arbitration or otherwise.

## 22. ARBITRATION

**22.1** In the event of any controversy with respect to any of the matters covered by this Agreement, and in the event that a satisfactory adjustment cannot be reached, the matter in dispute shall be submitted to a Board of Arbitration which shall consist of three members and shall be selected in the following manner:

(i) Each Party to this Agreement shall select one member of the Board of Arbitration within ten (10) days after failure to settle the question or questions in dispute. The two members of the Board of Arbitration shall within five days of their selection select a third member of the Board of Arbitration.

(ii) If either Party fails to appoint its arbitrator as herein provided, or if the arbitrator so appointed shall fail, or be unable to serve and another arbitrator is not appointed in his place, then the other Party hereto may request the Attorney General for the Province of Ontario to select such Arbitrator.

(iii) If the two arbitrators appointed as herein provided fail within five days to agree upon the third arbitrator, the said two arbitrators shall forthwith request the Attorney-General to select such an Arbitrator.

**22.2** Notwithstanding the foregoing, with the mutual consent of both parties to this Agreement, procedures may

be established to settle disputes arising out of the interpretation, application or administration of **this** Agreement by the use of a single arbitrator.

**22.3** The Parties hereto agree **to** abide by and comply with the decisions or award of the arbitrators, or the majority of them.

## **23. BENEFIT PAYMENTS**

**23.1** Any benefit contained in **this** Agreement shall be contingent upon **an** Employee being in actual receipt of wages from the Employer and shall be pro-rated as to the period of time actually worked to the nearest **full** pay period or for which the Employee was actually in receipt of wages from the Employer. **This** qualification would apply to any and all benefit provisions contained in **the** Collective Agreement.

An Employee who is eligible for and is in receipt of Long Term Disability coverage will be maintained on the departmental roster as **an** Employee for a period of one year from the date of the commencement of disability payments subject to the limitations set **out in the** above paragraph regarding **the** accrual and payment of benefits.

The Employee will be **required** to submit **such** report and documentation of prognosis as may be deemed appropriate during the one **year** period. The period of one year shall not be extended and the Employee will, if not returned to duty, be terminated

## **24. MEDICAL EXAMINATIONS**

**24.1** The Employer may for reasonable cause require **an**

M/D-2

Employee to submit to a physical 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 physical 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 examination shall be paid for by the Employer.

## 25. GRIEVANCE PROCEDURE

25.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated or whenever an Employee is suspended or dismissed for cause, such difference, allegation, suspension or dismissal being hereinafter referred to as "The Grievance", the following Grievance Procedure shall apply, namely:

The **Parties** agree that they will endeavour to resolve the matter in dispute by discussion **prior** to Step 1.

### 25.2 Step 1

The Association shall within five (5) working days after the Grievance **first** arises, **file** the said Grievance and redress sought in writing with the Chief of the Fire Department, who shall confer forthwith with the Employee involved and who shall render his decision within five (5) working days from

date of the meeting. The Employee shall be accompanied at the said meeting by a Representative of the Association.

### 25.3 Step 2

In the event that the Chief of the Fire Department does not provide redress satisfactory to the Association, the Association may within three (3) working days after the receipt of the aforesaid written decision of the said Department Head, forward to the Commissioner of Personnel a copy of the grievance together with the decision of the Chief of the Fire Department and, upon receipt of such copies, the Commissioner of Personnel shall forthwith confer with the President or authorized representatives of the Association and shall advise the Association in writing of his decision in respect to the grievance within five (5) working days of the said meeting.

### 25.4 Step 3

In the event that the Commissioner of Personnel does not provide redress satisfactory to the Association the matter in dispute shall be submitted to a Board of Arbitration, selected in accordance with Article 22 as presently written in the Collective Agreement.

25.5 Whenever and so often as an Employee within the Association is dismissed for cause or suspended for a period of 5 days or more the Grievance Procedure as set forth in the preceding clause shall apply except that failing settlement after Step #2 the Association together with the Fire Fighter may submit the matter to a Review Board consisting of an Ad Hoc Committee having a minimum of three members of Council within seven days following the decision at Step #2

at which time a written statement of the decision in the preceding stages shall be presented. The duties of the Review Board shall be to investigate the matter before it and without limiting the foregoing, to ascertain the cause and determine the sufficiency of such penalty.

The Review Committee shall advise the Association in writing of its decision within ten (10) days of the meeting.

**25.6** If the decision of the Review Board is not satisfactory to the Association, the matter may be referred to arbitration as provided for in this Agreement.

**25.7** If it should be settled finally in his favour, he shall be reinstated without loss of pay or seniority or any other arrangements which are just and equitable in the opinion of the conferring parties or an Arbitration Board.

None of the proceedings nor the decision of the Review Board will be admissible at the Arbitration.

**25.8** It is understood and agreed that nothing in the foregoing shall prevent the Employer from initiating a grievance on any matter arising out of this Agreement. "Management Grievances" shall be handled in the following manner,

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(a) The City's Commissioner of Personnel shall within a period of 5 days after the grievance first arises, file the grievance in writing, with the Association setting forth the redress sought.

(b) In the event that, following discussion with the Association the matter is not resolved, the Employer may refer the grievance to a Board of Arbitration as referred to

in Step 3 (or mutually agree to the use of a single arbitrator).

## 26. TECHNOLOGICAL CHANGES

22A-1

26.1 At least ~~90 days prior to the~~ introduction or implementation of substantial technological change, or substantial changes in mechanization affecting Employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change; the location or locations involved.

26.2 Within 15 days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.

26.3 Following the said disclosure, representatives of the Parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any Employee.

26.4 If agreement has not been reached within 15 days after disclosure by the Corporation of the effects of the change or changes on any Employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by Section 6 of The Fire Department Act, R.S.O. 1970, Chapter 169 as amended. The time limits provided in Section 6 shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.



26.5 No change shall be made in the employment status of any Employee consequent upon the introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

## 27. CONTRACTING OUT

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27.1 Except to the extent and to the degree agreed upon by the ~~Parties~~, and except in the case of an emergency, no work customarily performed by an Employee covered by this Agreement shall be performed by another Employee or by a person who is not an Employee of the City.

## 28. INDEMNIFICATION

28.1 The Corporation shall continue to indemnify and save harmless its Fire Fighters from civil liability flowing from his duties and shall continue the coverage under its present existing general liability policy or equivalent coverage.

28.2 Where a Fire Fighter is charged with a criminal or quasi-criminal or statutory offence flowing from his duties, he shall be reimbursed for any reasonable legal expenses incurred as a result of such charges as are assessed pursuant to the Solicitors' Act or as are agreed upon by counsel for the Corporation.

## 29. PRINTING

The Corporation and the Association agree to share equally the cost of having the Collective Agreement printed in sufficient numbers to supply each Member with a copy.



**30. DURATION**

30.1 **This** Agreement shall remain in force and effect from the 1st day of January, 1987, until the 31st day of December, 1988, and from year to year thereafter unless within a period of not greater than sixty (60) days and not less than thirty (30) days prior to the expiry date either Party gives sixty (60) days written notice for the termination of the Agreement.

30.2 In the event of either **Party** desiring or proposing any changes or alteration in the Agreement, but not desiring to terminate the Agreement, such Party may give to the other **Party** not less than thirty (30) days written notice before the expiry date and both Parties shall thereupon negotiate in good faith in respect to the matter which it is proposed to change or alter, and the remaining provisions shall automatically renew themselves as aforesaid.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporation 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, the day and year first above written.

AUTHORIZED AND APPROVED By By-Law Number

enacted and passed the day of \_\_\_\_\_ A.D. 1988.

**THE CORPORATION OF THE CITY OF NORTH YORK**

\_\_\_\_\_  
Deputy City **Clerk**

\_\_\_\_\_  
Deputy Treasurer

NORTH YORK FIRE FIGHTERS' ASSOCIATION

# INDEX

	Article Number
Accident and Sickness	7.
Acting Rank Pay	9.4
Arbitration	22.
Benefit Payments	23.
Cumulative Sick Pay	8.
Contracting <b>Out</b>	27.
Dental	15.
Departmental Rules	21.
Discipline & Devotion to <b>Duty</b>	20.
Discrimination and Coercion	3.
Duration	30.
Employees Covered	1.
Grievance Procedure	25.
Hospital & Medical Coverage	17.
Hours <b>of</b> Work	4.
Indemnification	28.
Insurance	16.
Leave of Absence	12.
Lieu Days	6.
Long Term Disability	14.
Mechanic's Tools	9.5
Medical Examinations	24.
Overtime	4.4
Pensions	13.
Promotion & Seniority	11.
Recognition	2.
Salaries	9.
Service as Juror or Witness	18.
Service Day	10.
Technological Change	26.
Uniforms and Equipment	19.
Vacancies	11.5
Vacations	5.



Mr. Jas. Lee, President,  
North York Fire Fighters' Association,  
Suite 217, 3710 Chesswood Drive  
North York, Ontario  
M3J 2W4

July, 26, 1988

## LETTER OF INTENT

Dear Mr. Lee:

During negotiations for 1987 and 1988, the City agreed that it would renew or amend a **Letter** of Intent covering the following terms, viz:

27B-3

1. That persons who have been authorized and directed to attend the **Fire** College be given an expense allowance of **\$37.50 per** calendar week effective January 1, 1985.
2. That Employees, who after reporting for duty, are subsequently reassigned to another fire hall be paid **26 cents per kilometer** allowance for the use of their private automobile in travelling to the other hall. Effective July 1, 1987, the rate shall be **27 cents per kilometer**. Effective January 1, 1988, the rate shall be **29 cents per kilometer**.
3. That in the event it is necessary to reduce staff by way of lay-off, this shall be done on the basis of "last on, first off" but that the matter of qualifications for certain positions shall be considered.
4. The Parties agreed to continued discussions regarding clothing issues which emphasize the matter of "utility" as

27.1

opposed to the present "dress uniform" approach.

5. When the death of **an** Employee's immediate family as defined in Article 12.2 occurs on a Friday or Saturday and the **funeral does** not take place until the following Tuesday, the Employee may request that the limit of **three** tours of duty be extended at the discretion of the Fire Chief or the on duty Platoon Chief.

6. To provide that in the event a Fire Fighter suffers a mortal **injury** or illness resulting directly from **his** activities at the scene of **an** emergency or proceeding directly to or from such emergency, the City will pay **on** behalf of the **widow** of such Employee the hospital, medical and **dental** premiums for **up** to a five year period. Such payments would be determined following the first year **on** a needs basis with each case being dealt with on its own merit.

The City would cease such payment of premiums either upon remarriage or the expiration of the five year period, which ever occurs first.

7. The benefit level of the Long Term Disability Plan is ~~at 75% of basic~~ salary to a maximum of \$3,500. per month for disability **claims** arising on or after December 31, 1985.

I trust **this** covers the items to your satisfaction.

**Yours** truly,

R. J. Reynolds  
COMMISSIONER OF PERSONNEL

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July 26, 1988

Mr. Jas. Lee, President,  
**North** York Fire Fighters' Association.  
Suite 217, 3710 Chesswood Drive  
**Noah** York, Ontario  
M3J 2W4

### **LETTER OF INTENT**

Dear Mr. Lee:

**As** a result of the Award of the Board of Arbitration dated May 30, 1988, the Employer will provide **a full** copy of the Benefit Plan policies now in force to the Association, and will provide further copies of any plans which may be modified or amended from time to time forthwith upon receipt of such modified or amended plan.

Complete, up-to-date and detailed information may be obtained **from** the Commissioner of Personnel by individual Fire Fighters **for all** benefit plans upon request.

Yours truly,

R. J. Reynolds,  
COMMISSIONER OF PERSONNEL