

**IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO THE  
*FIRE PROTECTION AND PREVENTION ACT, 1997***

BETWEEN:

**CORPORATION OF THE CITY OF TORONTO**

(the "City")

and

**THE TORONTO PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 3888,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

(the "Association")

**BEFORE**

James Hayes, Chair  
John Saunders, City Nominee  
Jeffrey Sack, Q.C., Association Nominee

**APPEARANCES**

**For the City:**

Darragh Meagher, Counsel

**For the Association:**

Jeff Nester, Association Advocate

**INTERIM CONSENT AWARD**

1. This Board is constituted with respect to the renewal of the parties' Collective Agreement that expired on December 31, 2014.
2. The parties have requested that the Board issue this Award on consent.
3. In accordance with their agreement therefore, the Board directs that the terms and conditions set out in the Appendix attached hereto are to be in effect from


the date of this Award and shall form part of the renewal Collective Agreement. The sole exception shall be for matters pertaining to Articles 45 and 46. For these Articles, the implementation date shall be July 1, 2016.

Dated at Toronto, this 25<sup>th</sup> day of May, 2016




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James Hayes



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Jeffrey Sack, Q.C.



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John W. Saunders


APPENDIX "A"

**Article 8  
Wages and Salaries**

Amend the Wage Schedule as follows:

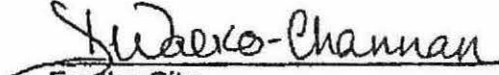
Members of Local 3888 acting in the capacity of Platoon Chief/Division Chief shall be paid at 150% of 1<sup>st</sup> Class

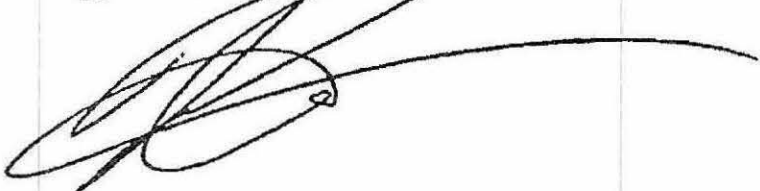
Dated at the City of Toronto, this 6<sup>th</sup> day of November, 2015

  
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For the Association

  
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For the City

  
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For the Association


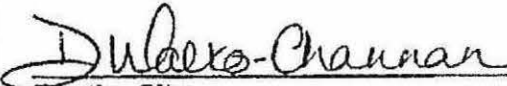
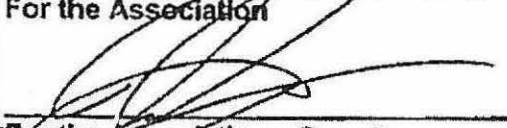
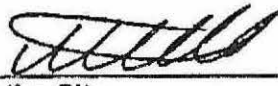
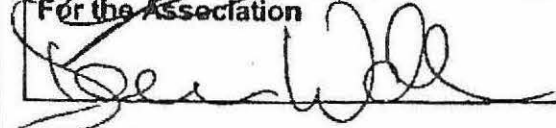
  
\_\_\_\_\_  
For the City



**ARTICLE 8  
WAGES & SALARIES**

Amend 8.01 (a) (1) as follows:

(1) The Fire Boat Marine Engineer, and employees hired as Support Technicians in CAD/RMS and Fire Investigators will be paid at 100% of said annual rate for a Fire Fighter 1<sup>st</sup> Class. The employee will be subject to the normal probationary period as provided for in the collective agreement.

<u>Nov. 6/15</u> Date Signed Off	
 For the Association	 For the City
 For the Association	 For the City
	



**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**TORONTO FIRE SERVICES OF THE CITY OF TORONTO**  
(The "Employer")

**- AND -**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,**  
**LOCAL 3888**  
(The "Association")

**REGARDING the separation of the current Fire Prevention and Public Education Division into two separate and distinct Divisions.**

**WHEREAS the Employer and the Association wish for the current Fire Prevention and Public Education Division be separated into two separate and distinct Divisions;**

**NOW THEREFORE the parties agree, on a without prejudice or precedent basis, to the following:**

**1. Separation of Division into two (2) Separate Divisions**

The Fire Prevention and Public Education Division shall be separated into two (2) separate and distinct Divisions, which shall be referred to as the Fire Prevention Division and the Public Education Division.

**2. Hours of Work**

- (a) Effective the first pay period of 2016 the regularly scheduled hours of work of employees in the Fire Prevention and Public Education Divisions shall not exceed forty (40) hours.
- (b) There shall be no change to the annual salary of the employees in the Fire Prevention and Public Education Divisions as a result of the change in hours of work in 2(a) above.
- (c) The following language shall be inserted into the collective agreement upon ratification and shall replace Article 9.02.

**9.02 Fire Prevention Division and Public Education Division**

**Four Day Work Week**

- (i) Employees shall alternate between the following shifts – Monday to Thursday and Tuesday to Friday.
- (ii) Shifts commence at 7:30 am (7:30 am to 5:30pm)

**Five Day Work Week**

- (i) Monday to Friday
- (ii) Shifts commence at 8:30 am (8:30 am to 4:30 pm)
- (iii) The start time stated in (ii) above (Five Day Work Week Only) may be changed by up to one hour upon mutual agreement between an employee and the Division Chief, subject to operational requirements.

### Flex Shifts

- (i) Employees will be required to work a maximum of six (6) Flex Shifts in a calendar year
- (ii) Flex Shifts will be scheduled from Monday to Friday
- (iii) Employees will be provided with one-hundred and twenty (120) days' notice of the requirement to work a "known" flex shift
- (iv) Employees will be provided with forty-five (45) days notice of the requirement to work an "un-known" flex shift.
- (v) Where a flex shift becomes available within forty-five (45) days of the date of the event, employees will be offered the opportunity to work the flex shift.

Flex Shift Hours of Work - Four Day Work Week  
11:00 a.m. to 9:00 p.m.

Flex Shift Hours of Work - Five Day Work Week  
1:00 p.m. to 9:00 p.m.

- (d) Flex shifts shall be distributed fairly and equitably based on operational need.
  - (e) Exchange of Shifts shall be permitted in accordance with the collective agreement and established practice.
3. Employees may select to work more than six (6) Flex Shifts if additional Flex Shifts are made available, and with the agreement of management but the total annual Flex Shift allotment will not be exceeded in each division because of the selection to work more than six (6) Flex Shifts.
  4. The Letter of Understanding dated March 6, 2015 regarding Fire Prevention Hours of Work shall remain in effect until December 31, 2015.
  5. This agreement does not change the current method of selecting four or five day work schedules.
  6. If an officer is on Flex Shift and not available to supervise staff, the next entitled available AC or ADC shall assume the acting role and be compensated as such in the absence of the officer.
  7. Treatment of Employees on Current Eligibility Lists for Acting Captain or Acting District Chief Designations within the Existing Fire Prevention and Public Education Division
    - (a) Any employees on current eligibility lists, who are eligible for an Acting Captain or Acting District Chief designation, shall continue to be assigned to acting designations as they become available within Fire Prevention or within Public Education, on a command priority basis, in accordance with the current practice.
    - (b) For the purposes of assigning employees to acting designations on a command priority basis, Public Education shall be treated as a separate command such that in addition to the four commands of North, South, East and West, Public Education shall be treated as a fifth command.
    - (c) The above articles 2 (a) and (b) shall continue to apply until all the employees on the current eligibility lists, who are eligible for Acting Captain or Acting District Chief designations, have been assigned acting designations.
    - (d) Any new eligibility lists created after the signing of this agreement shall be specific to either the Fire Prevention Division or the Public Education Division. Employees on such newly created eligibility lists, who are eligible for acting designations, shall only be assigned to Acting Captain or Acting District Chief designations as they become available within their respective home Division of either Fire Prevention or Public Education, subject to 7(e).

- (e) Employees on newly created eligibility lists shall not be assigned to any available Acting Captain or Acting District Chief designations until all employees on the current eligibility lists, who are eligible for Acting Captain or Acting District Chief designations, have been assigned acting designations.

**8. Treatment of Employees on Current Eligibility Lists for Promotion to Full Captain or Full District Chief Positions within the Existing Fire Prevention and Public Education Division**

- (a) Any employees on current eligibility lists, who are eligible for promotion to Designated Acting or Full Captain, or Designated Acting or Full District Chief, shall continue to be promoted to these positions as they become available within Fire Prevention or within Public Education in accordance with the current practice. This also applies to any staff who have indicated their intent to participate in the current District Chief promotional process that closes November 12, 2015. The current eligibility lists are attached as addendums to this MOA. The names from the current District Chiefs promotional process will be added to this list following the current process.
- (b) The above paragraph 8(a) shall continue to apply until all the employees on the current eligibility list, who are eligible for promotion to Full Captain or Full District Chief positions, have been promoted.
- (c) Any new eligibility lists created after the signing of this agreement shall be specific to either the Fire Prevention Division or the Public Education Division. Employees eligible to compete in competitions for Captain or District Chief will be required to choose the division they wish to be eligible for (i.e., they may compete in either Fire Prevention or Public Education competitions, not both). Employees on such newly created eligibility lists, who are eligible for promotion, shall only be promoted to Designated Acting or Full Captain, or Designated Acting or Full District Chief positions as they become available within their respective home Division of either Fire Prevention or Public Education, subject to 7 (d).
- (d) Employees on newly created eligibility lists shall not be promoted to available positions until all the employees on the current eligibility lists, who are eligible for promotion to full Captain or full District Chief, have been promoted.

**9. Treatment of Transfer Requests Between Fire Prevention and Public Education**

- (a) Employees hired prior to December 31, 2015 who wish to transfer between Fire Prevention and Public Education as a transfer within a division, must submit a transfer request by the expiration of the next collective agreement <insert date>. Any transfer requests submitted before the expiration of the collective agreement shall remain in place until December 31<sup>st</sup>, of the following year.
- (b) The exception to this transfer clause is any employee on the current eligibility list who is promoted to Captain or District Chief or to a Designated Acting Captain or a Designated Acting District Chief position will have a priority to transfer back to the division they were in prior to the promotion or assigned Designated Acting position, until such time as the current list is depleted.
- (c) Any transfer requests submitted after the expiration of the next collective agreement <insert date> shall be treated as requests to transfer between divisions in accordance with the Collective Agreement.

**10. Modification of Collective Agreement Articles**

The parties agree to meet prior to the completion of the current round of bargaining to review Article 27 – Uniform Issue to negotiate any changes required as a result of the separation of the two (2) Divisions.

11. Dispute Resolution

Should any difficulties or disputes arise as a result of the implementation or application of this Memorandum; the parties agree to meet expeditiously to resolve the matter.

12. This agreement comes into effect once Local 3888 membership ratify it.

This Memorandum of Agreement is without prejudice or precedent to either party to the Collective Agreement.

Dated the 10<sup>th</sup> day of September, 2015

For the Association:

For Management:

Fred R. [Signature]      Sukero-Channan  
[Signature]      [Signature]  
[Signature]

**MEMORANDUM OF AGREEMENT**

**B E T W E E N:**

**TORONTO FIRE SERVICES OF THE CITY OF TORONTO**  
(The "Employer")

**- AND -**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,**  
**LOCAL 3888**  
(The "Association")

**Regarding Article 18 – Promotions**

Whereas the City and the Association have agreed that the current promotional process and language in the collective agreement (Article 18) does not meet the current and future needs of Toronto Fire Services and its employees;

And whereas the City and the Association (the "Parties") agree that the execution of this Letter of Intent satisfactorily addresses all issues relating to Article 18 – Promotions currently before the parties in bargaining and that those issues may not be referred to arbitration through the bargaining process outside of this Letter of Intent;

**NOW THEREFORE** the City and the Association agree as follows:

1. This agreement reflects the parties' intent and it is recognized and understood that the ability to accomplish these goals requires a long-term strategy.

**The Joint Promotional Review Steering Committee**

2. The Parties agree to establish a Joint Promotional Review Steering Committee to meet, discuss review, revise, develop and, following approval, implement a new Promotion process applicable to all promotional processes within all TFS Divisions and Officer positions within the scope of the Collective Agreement. The Joint Promotional Review Steering Committee may assign working groups to support these efforts on an as-required basis.
3. The Joint Promotional Review Steering Committee shall meet at the request of either party.
4. The Joint Promotional Review Steering Committee shall be composed of no more than 3 Association representatives and no more than 3 Management representatives.
5. Each Association representative shall suffer no loss of pay, benefits or service and seniority during the employee's regular working hours for time spent working on the Joint Promotional Review Steering Committee.

**Scope of the Joint Promotional Review Steering Committee:**


6. The duties of the Joint Promotional Review Steering Committee shall include, but not be limited to:
- a. Reviewing the current promotional process and related language in the collective agreement and making recommendations that address issues including:
    - i. Making it possible for TFS personnel to be promoted into Officer positions sooner in their careers;
    - ii. Reviewing the eligibility and qualification pre-requisites for all Officer positions falling within the scope of the Association, including the following criteria:
      1. Determining the related work experience required for each Officer rank;
      2. Determining the training and education requirements for each Officer rank;
    - iii. Determining the most suitable application of both seniority and experience in rank as it pertains to promotions;
    - iv. Determining a minimum passing grade within the promotional process;
    - v. Enhancing the Officer performance evaluation process;
    - vi. Determining the process for the transition to a new promotional process;
    - vii. Ensuring that any process changes are consistent with applicable standards and legislation including but not limited to CFAI, NFPA and the Occupational Health and Safety Act.
  - b. Identifying the need to establish working groups to conduct research and/or review, develop and make recommendations related to external promotional programs, best practices, training programs and requirements with a goal to enhance and improve the current Toronto Fire Services promotional process.
  - c. Identifying a suitable process whereby TFS personnel interested in pursuing Senior Management positions are able to enter a defined Senior Management Development qualification program that effectively prepares suitable and well qualified candidates for future succession into Senior Management roles within TFS.
  - d. Making recommendations regarding changes to the current promotional process and collective agreement language.

Recommendations of the Joint Promotional Review Steering Committee:



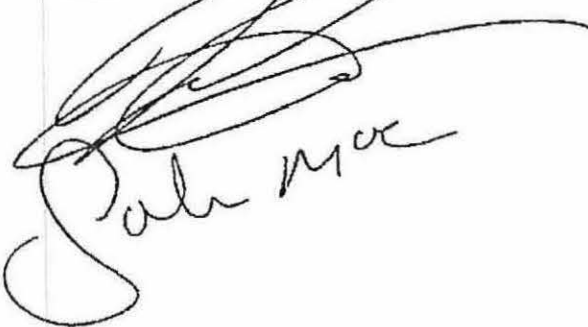
7. The Joint Promotional Review Steering Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.
8. Upon completion of this work, the Joint Promotional Review Steering Committee shall jointly make written recommendations to the Fire Chief and the President of Local 3888 for consideration. Approval by the Parties shall be subject to their respective approval processes.
9. In the event that the Joint Promotional Review Steering Committee reaches an impasse on any issue, the issue will be brought to the Joint Labour Management Committee as a priority item for resolution.
10. Failing resolution at the Joint Labour Management Committee, the Parties will implement a mutually agreed to dispute resolution process.

Dated at City of Toronto, this 4<sup>th</sup> day of November, 2015.

For the City Of Toronto:

  
Dilero-Channan

For the Association:

  
  
  
John Mac



**Article 20**  
**LAYOFF AND RECALL**

20.01

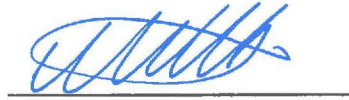
- (a) If there is a staff reduction by the City within the 3888 bargaining unit, employees shall be laid off by Division, in reverse order of seniority provided that the remaining employees have the skill, ability and qualifications to perform the work required.
- (b) The employee to be laid off from the Division shall have preference for any suitable vacant position available at that time for which he or she is qualified. The City will provide the employee who selects a vacant position with the opportunity to obtain training as may be required to complement existing skills provided the training shall not exceed six (6) months.
- (c) If the employee does not take any suitable vacant position, he or she may be laid off immediately or identify the lowest ranked position in another Division for which he or she is immediately qualified, or for which he/she qualifies with a thirty (30) day familiarization, and in which there is an employee with less seniority. He or she may bump from that identified position the most junior employee. This employee shall be laid off from the City.
- (d) When an employee to be laid off under clause (c) is above the rank of 1<sup>st</sup> class Fire Fighter, the employee may identify the junior person in another Division holding the same rank for which he or she is immediately qualified, or for which he/she qualifies with a thirty (30) day familiarization period.
- (e) If the employee originally laid off from the Division is to be reduced in salary as a result of selecting a suitable vacant position *or bumping into a job*, his or her salary earned immediately prior to the layoff shall be maintained for up to thirty (30) months from the date of taking the suitable vacant position or bumping. Thereafter, the employee shall be paid the salary of the position occupied.
- (f) An employee reduced in rank due to lay-off, and who held the rank of 1<sup>st</sup> class Fire Fighter or better prior to lay-off, shall not, as a result of this provision, be reduced in rank below 1<sup>st</sup> class Fire Fighter.
- (g) Notwithstanding the promotion provisions of this Collective Agreement, an employee demoted as a result of staff reductions shall be the first to be re-promoted to his/her previous position when a vacancy occurs in that specific Division.
- (h) An employee offered to be re-promoted and returned to their former position who refuses the offer will then revert to the salary of current position. The thirty-month salary protection will cease and the employee will forfeit the right to recall.



- (i) Provided that no more than two years have elapsed from the date of lay-off, such employees shall be recalled to work in order of seniority provided they are qualified for the vacancy. The City will provide the employee with the opportunity to obtain familiarization as may be required to complement existing skills provided the familiarization does not exceed thirty (30) days.
- (j) Prior to actually laying off any employee(s), the Director of Employee and Labour Relations shall provide written notice to the Union at least thirty (30) calendar days prior to the impending layoff(s) and shall, if so requested, meet with the Union within ten (10) calendar days of such request to discuss such layoff(s).

Dated at City of Toronto, this 6<sup>th</sup> day of November, 2015.

For the City of Toronto:



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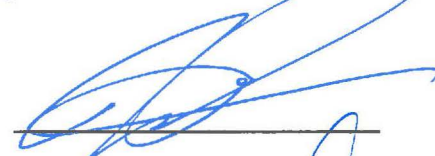
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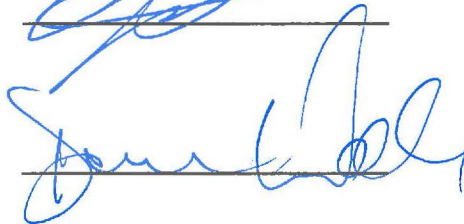
For the Association:



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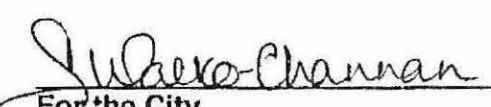


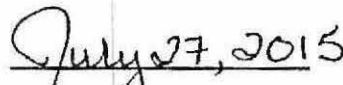


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**ARTICLE 21**  
**BEREAVEMENT LEAVE**

**Amend Article 21.01(e) and (f) as follows:**

- (e) Notwithstanding the above paragraphs, where an employee suffers a bereavement leave covered under paragraph (a) or (b) above during a period of scheduled vacation/**lieu days**, the day(s) the employee would have been scheduled to work had he/she not been on vacation leave/**lieu days** will be substituted with bereavement leave in accordance with the provisions of this clause.
  
- (f) When vacation/**lieu days** are interrupted under (e) the day(s) of vacation/**lieu days** displaced by Bereavement Leave shall be rescheduled at a time mutually convenient to the employee and the Chief, or his/her designate.

 _____ For the Association	 _____ For the City
 _____ For the Association	 _____ For the City
 _____ Date Signed	

# MEMORANDUM OF AGREEMENT

**B E T W E E N:**

**TORONTO FIRE SERVICES**

(The "Employer")

**- AND -**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,**

**LOCAL 3888**

(The "Association")

**Regarding: TFS Uniform Clothing – NFPA Transition**

**WHEREAS** The Employer and the Association both acknowledge the need to improve the quality of the issued uniform clothing and to standardize the professional appearance of TFS personnel;

**AND WHEREAS** A number of outstanding grievances surrounding Uniform Clothing must be resolved in a mutually satisfactory manner;

**AND WHEREAS** The Memorandum of Agreement dated May 28, 2015 was unable to be completed as a result of circumstances beyond the control of either party;

**AND WHEREAS** The parties agree that the transition to NFPA certified fatigue clothing will enhance the professional image of TFS personnel and will result in longer-lasting fatigue clothing;

**NOW THEREFORE** the parties agree to the following phased-in process:

**A. Introduction of New Process**

**Phase 1**

1. The memorandum of Agreement dated May 28, 2015 entitled "TFS Uniform Clothing" is rescinded, deleted and replaced with this Agreement;
2. The Memorandum of Agreement dated November 6, 2015 entitled "Amendments to the TFS Uniform Clothing MOA – Dated May 28, 2015" is rescinded, deleted and replaced with this Agreement;
3. TFS will proceed with the transition to NFPA 1975 certified fatigue clothing without delay;
4. Delete existing Article 27 and replace with the amended language contained in Appendix "A";

5. Any fatigue shirt and/or fatigue pant orders that were placed as part of the 2015 uniform clothing ordering process will be cancelled. The points associated with ordering those specific items in 2015 will be returned to the employee and carried-forward for use by that employee in 2016, in addition to his/her annual 2016 uniform clothing point allotment. The remainder of items ordered as part of the 2015 uniform clothing order process will be issued as ordered;
6. The 2016 Uniform Clothing ordering process will be opened once the contract for the provision of the NFPA certified fatigue clothing is in place;
7. The 2017 Uniform Clothing ordering process will be opened as soon as is reasonably practicable following the completion of the 2016 ordering process outlined in item #6;
8. On January 1, 2017, each employee will be provided with a one-time uniform clothing point credit of 30 points, in addition to their annual 2017 allotment. These additional points will be for use as part of the 2017 order for the purposes of ordering fatigue clothing.
9. Notwithstanding the provisions of item 5, unused uniform clothing points may not be carried forward from one year to another. Unused points are forfeited at the end of each calendar year;
10. The requirements for delivering uniform clothing no later than Sept 1<sup>st</sup> is waived for 2015, 2016;
11. The Employer and the Association agree to issue a joint communication to TFS personnel explaining the transition to NFPA certified fatigue clothing in accordance with this Memorandum of Agreement;
12. Samples of the new NFPA certified fatigue clothing will be verified for compliance to specification jointly by the Employer and the Association prior to the contract for such clothing being awarded;
13. Following execution of the contract for the provision of the NFPA certified fatigue clothing, the points for fatigue pants, fatigue shorts, fatigue shirts (Short Sleeve) and fatigue shirts (Long Sleeve) will be incorporated into the chart contained in Appendix "A" - Article 27.04. This shall be completed prior to the 2016 Uniform Clothing ordering process being opened. The assigned point values shall be equal to the actual procurement cost for each item divided by \$5.00 per point, rounded to the nearest full point.

Phase 2

- 14. Following the completion of Phase 1, the Employer and the Association will jointly investigate the elimination of all uniform clothing (other than dress uniform items) that contain polyester.
- 15. Following the completion of Phase 1, the parties agree to undertake a comprehensive review of the Uniform Clothing Policy to ensure that consistency across all divisions is being achieved and to identify / address any outstanding uniform clothing related issues including but not limited to light blue dress shirts. This will include a review of acceptable on-duty uniform clothing in each division and acceptable use of dress uniform clothing.

**B. Withdrawal of Outstanding Grievances**

- 16. Grievance F12-180-11 is fully resolved and withdrawn.
- 17. Grievance F13-202-12 is fully resolved and withdrawn.
- 18. Grievance F12-207-13 is fully resolved and withdrawn.
- 19. All outstanding concerns with the 2012-2015 fatigue clothing are fully addressed.

**C. Withdrawal of City Bargaining Proposals**

- 20. In the event that the parties execute this Agreement on or before April 30, 2016, the City agrees to withdraw its proposal to amend Article 54 of the Collective Agreement - Cleaning Allowance which forms part of its submission to the current Interest Arbitration between the parties.

Dated this 16<sup>th</sup> day of may, 2016

**For the Association:**

F. H. S  
Signature

[Signature]  
Signature

[Signature]  
Signature

**For the Employer:**

[Signature]  
Signature

[Signature]  
Signature

\_\_\_\_\_  
Signature

## APPENDIX "A"

### Article 27 UNIFORM ISSUE

#### 27.01 Uniform Issue for New Employees

All new employees coming within the Local 3888 Unit

Operations Division shall be issued:

- One (1) full dress uniform (one tunic and one pair of pants)
- One (1) uniform hat
- One (1) uniform hat badge
- Two (2) white dress shirts (one long sleeve and one short sleeve)
- One (1) pair of dress shoes
- Two (2) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- Two (2) pair of NFPA fatigue pants
- Four (4) T-shirts
- One (1) uniform job shirt (collar and ½ zip)
- One (1) pair of safety shoes
- One (1) parka
- One (1) Spring / Fall jacket
- One (1) black tie
- One (1) black belt
- Two (2) turnout gear bags
- Six (6) pairs of black socks

Fire Prevention Division shall be issued:

- One (1) full dress uniform (one tunic and one pair of pants)
- Two (2) additional pairs of dress uniform pants or dress uniform skirts
- One (1) uniform hat
- One (1) uniform hat badge
- Three (3) white dress shirts (one long sleeve and two short sleeve)
- One (1) pair of dress shoes
- Two (2) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- Two (2) pair of NFPA fatigue pants
- Four (4) T-shirts
- One (1) uniform job shirt (collar and ½ zip)
- One (1) pair of safety shoes
- One (1) parka
- One (1) spring fall jacket
- Two (2) black ties
- One (1) black belt
- Six (6) pairs of black socks

Communications Division shall be issued:

- One (1) full dress uniform (one tunic and one pair of pants)
- One (1) uniform hat
- One (1) uniform hat badge
- Two (2) white dress shirts (Choice of long or short sleeve)
- Two (2) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- Two (2) pair of NFPA fatigue pants
- Four (4) T-shirts
- One (1) uniform job shirt (collar and ½ zip)
- One (1) pair dress shoes
- One (1) pair of safety shoes
- One (1) parka
- One (1) spring fall jacket
- One (1) tie
- One (1) belt
- Six (6) pairs of black socks

Mechanical Division and Information and Communications Systems Division shall be issued:

- One (1) full dress uniform (one tunic and one pair of pants)
- One (1) uniform hat
- One (1) uniform hat badge
- Two (2) white dress shirts (Choice of long or short sleeve)
- One (1) pair dress shoes
- Two (2) NFPA fatigue shirts long or short sleeve
- Two (2) NFPA fatigue pants
- Four (4) T-shirts (Information and Communications personnel only)
- Eight (8) T-shirts (Mechanical personnel only)
- One (1) Uniform Job Shirt (collar and ½ zip)
- One (1) pair safety shoes
- One (1) parka
- One (1) spring fall jacket
- Two (2) ties
- One (1) belt
- Six (6) pairs of black socks
- One (1) turnout gear bag (Applies only to those who are issued turnout gear)



## **27.02 Maintenance of Uniform Clothing**

Commencing January 1<sup>st</sup> in the year following their date of hire, each employee coming within the 3888 Unit shall receive points, in accordance with 27.03, each calendar year for the purpose of exchanging such points for items of Uniform Clothing as identified in the schedule below and to the annual maximum indicated.

Notwithstanding the above, employees who commence their employment with TFS on or after September 1 of any year, will not receive an annual uniform clothing points allotment until January 1<sup>st</sup> of the second year. For example, an employee who commences employment with TFS on September 1, 2016 would not receive his/her annual uniform clothing points allotment until January 1, 2018.

No carryover of uniform clothing points is permitted from one year to the next. Uniform clothing points have no value beyond the notional dollar value that is assigned to them in this Article 27 and cannot be traded, assigned, gifted or any way assigned to any other employee.

Uniform clothing that is damaged in the course of duty, including turnout gear bags, will be replaced, subject to the review and approval of the Fire Chief or his/her designate and subject to the damaged item being exchanged for an identical replacement item of the same size. Approval for the replacement of damaged items will not be unreasonably withheld. Points will not be deducted for damaged items being replaced in accordance with this article.

## **27.03 Annual Uniform Point Allotment**

On January 1 of each year, each employee shall be provided with an annual uniform clothing point allotment of 125 points, with the sole exception of employees in the classification of District Chief, who shall be provided with an annual uniform clothing point allotment of 160 points.



27.04 Uniform Point System

ITEM	ANNUAL MAX.	POINTS
Sun Protection Hat	1	11
Baseball Cap	1	4
Dress Uniform Hat	1	7
Dress Uniform Tunic & Pants	1	55
Dress Pants	2	16
Dress Skirt	2	14
Parka (Winter)	1	28
White Dress Shirt (L/S)	5	5
White Dress Shirt (S/S)	5	5
Fatigue Shirt (L/S)	5	TBD
Fatigue Shirt (S/S)	5	TBD
Fatigue Pants	5	TBD
Fatigue Shorts	5	TBD
Jacket (Spring/Fall)	1	41
Tee Shirts (short sleeve)	5	4
Tee Shirts (long sleeve)	2	4
Uniform Job shirt (collar and ½ zip)	1	13
Black Tie	2	3
Dress Uniform Hat badge	1	7
Black belt	1	5
Black Dress Shoes	1	25
Black Safety Shoes / Boots	1	18
Top Coat	1	35
White Gloves	1	2
Toques	1	3
Speed Laces	1	5
Dress Uniform Hat Rain Protector	1	2
Black socks	2 packages of 3 pairs each	4 per package
Military Sweater	1	11

**Uniform Point Value**

Effective January 1, 2016, each uniform clothing point shall have an associated value of \$5.00 per point.

This value shall be adjusted once annually in conjunction with the Ontario Consumer Price Index (CPI) percentage.

The point values contained in the above chart, with the exception of black safety shoes / boots, will be reviewed annually by the Joint Uniform Committee and will be adjusted up or down to reflect the actual procurement cost of each item, rounded to the nearest full point.

Black safety shoes / boots shall be assigned a point value of 25 points per pair with a maximum associated cost of \$187.00 per pair.

## **27.05 Maintenance and ordering of Uniform items**

Each employee is responsible for ensuring that they are wearing neat and clean uniform clothing at all times while on duty. Accordingly, each employee must order sufficient quantities of each item such that clothing worn is always in a state of good repair and appearance.

When completing the electronic order form each year, each employee shall confirm that they have a full proper fitting dress uniform in good repair.

Order forms must be completed by the employee and submitted electronically to Administrative Services within forty-five (45) calendar days of the availability of such forms. No clothing will be issued to anyone who fails to submit his/her clothing in accordance with this requirement, other than for those employees who are not at work during the ordering period on approved leave of absence including but not limited to WSIB and LTD.

Clothing will be ordered only once in a calendar year.

All uniform clothing should be delivered by September 1<sup>st</sup>. Should delivery be delayed beyond September 1<sup>st</sup>, the City shall advise the Association in writing as to the cause of the delay and the mitigation strategies being put in place to address the delay.

Once uniform clothing has been ordered, the order cannot be altered or cancelled. Once uniform clothing has been issued, it cannot be returned, nor will points be refunded for any reason.

New and unused uniform clothing that does not fit properly may be exchanged for a replacement item of the proper size within 3 months from the date of issue. Used items may not be exchanged.

## **27.06 Wearing of Uniforms**

Each employee shall comply with the provisions of the Uniform Clothing policy at all times while on duty.

To maintain an acceptable level of neatness, an employee may be requested, by the Fire Chief or his/her designate, to obtain new items of clothing. Any items of clothing replaced will have the appropriate points deducted from the employee's uniform clothing point allotment.

Employees are not permitted to wear a combination of uniform and civilian clothing when either reporting for duty or leaving work.

## **27.07 Joint Uniform Committee**

The parties agree to establish a joint uniform committee comprised of three (3) members representing management, designated by the Fire Chief, and three (3) members representing the Association, designated by the President of Local 3888.

The joint uniform committee will meet as required and be responsible to work in collaboration with the Employer to review and resolve uniform clothing issues, develop uniform clothing specifications and discuss the TFS Uniform Clothing Policy.

The committee will make any recommendations jointly to the Fire Chief and President of Local 3888, for consideration.

## **27.08 Retiring Members**

In the year that an employee retires from Toronto Fire Services, he/she shall only be entitled to receive the following uniform clothing articles:

- Dress uniforms (tunic and pants)
- White dress shirts
- Black ties
- Dress uniform hat
- Black belt
- Black dress shoes
- Top coat
- White gloves
- Dress uniform hat protector



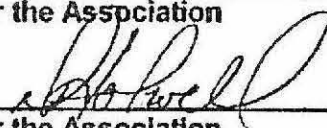
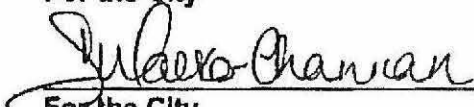
Notwithstanding Article 27.04, two (2) dress uniforms may be ordered during the year in which an employee retires. The remainder of the annual maximums remain unchanged.

**ARTICLE 28  
GRIEVANCE PROCEDURE**

AMEND Step Three as Follows:

ADD:

In the event the matter is not resolved at Step Two, the Grievance Committee may, within seven (7) working days after the receipt of said decision forward a copy of the grievance together with the decision to the Director of Employee and Labour Relations. Upon receipt of such copies, the Director of Employee and Labour Relations, or his/her designate shall confer with the Grievance Committee and a meeting shall be scheduled to try to resolve the matter. The Director of Employee and Labour Relations shall render his/her decision in writing within seven (7) working days from the date of the meeting.

 _____ For the Association	 _____ For the City
 _____ For the Association	 _____ For the City
<p>NOV 6 / 2015</p> <p>Date Signed</p>	

**Article 28  
Grievance Procedure**

New

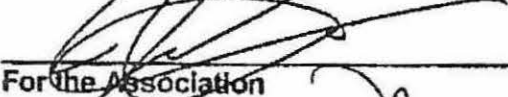
**Benefit Grievances**

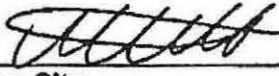
28.07      Where an allegation is made that there has been an improper application, administration or violation in the matters of any benefit entitlement as provided for under this Collective Agreement, the grievance shall be initiated at Step Three (3) of the grievance procedure as set forth in this Article, within twenty (20) working days after such violation is alleged to have occurred.

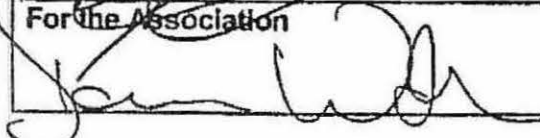
Nov. 6/15  
Date Signed Off

  
\_\_\_\_\_  
For the Association

S. Wilcox-Channan  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
For the City



**Article 30  
DISCIPLINARY NOTATIONS**

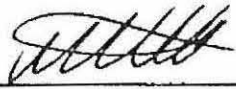
**30.01** Where a member of Local 3888 has not been subject to discipline for a period of two (2) years, any disciplinary notation(s) recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee.

**30.02 Disciplinary Suspensions**

It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

Dated at City of Toronto, this 6<sup>th</sup> day of November, 2015.


For the City of Toronto:


  
\_\_\_\_\_

Jubero-Chaman  
\_\_\_\_\_

For the Association:

  
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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**TORONTO FIRE SERVICES  
(The "Employer")**

**AND**

**THE PROFESSIONAL FIRE FIREFIGHTER'S ASSOCIATION, Local 3888  
(The "Association")**

**Attendance Management Program/Modified Duties Representatives (ATM/MD)**

**WHEREAS** the Employer has an Attendance Management Program/Policy and Modified Duties Program in which the Association is an active participant;

**AND WHEREAS** both parties agree on the importance of regular attendance of all employees and of the safe and early return to the workplace of Fire Fighters who have been absent due to illness and/or injury;

**AND WHEREAS** the Collective Agreement between the parties at present provides for a single full time Attendance Management Program/Modified Duty Representative ("ATM/MD Representative") at clause 35.06;

**AND WHEREAS** both parties have expressed their mutual intention to try out a different structure and method of providing Association ATM/MD Representation to Association members, on a trial basis as a one-year pilot;

**NOW THEREFORE**, the Employer and Association agree as follows:

1. The Association agrees to designate one (1) individual as Attendance Management Program/Modified Duty Representative for each of the following five (5) areas/sections within Toronto Fire Services ("the ATM/MD Representatives"):
  - South Command
  - North Command
  - East Command
  - West Command
  - Support Divisions

2. The parties agree that the duties of the five ATM/MD Representatives shall include but are not limited to participation in Attendance Management meetings and participation and/or coordination of Return to Work/Modified Work meetings as scheduled by the Employer.
3. It is understood and agreed that the ATM/MD Representatives shall be available to meet with the Employer as requested, subject to a minimum of 48 hours advanced notice, on a day-to-day basis and in a timely fashion. When a given area/section Representative is not available to attend a meeting or deal with an issue arising within their appointed district, it is agreed that one of the other Association ATM/MD Representatives shall be available as required, so that meetings or resolution of issues is not delayed or deferred.
4. It is agreed that the ATM/MD Representatives shall be entitled to paid Association Leave in accordance with Article 35.02 (b) of the L3888 Collective Agreement for the time they are performing their Representative duties. On duty attendance will only be permitted with the prior approval of the Fire Chief or his/her designate.
5. The Employer agrees to increase the number of hours provided in Article 35.02 (b) to a total of 3,276 for use by the Association in fulfilling their responsibilities, which includes ATM/MD.
6. The Association agrees that it shall provide to the Fire Chief, on a monthly basis, a log outlining which meetings the Association ATM/MD Representatives attended, which Employer representatives they met with, and the dates and times of the meetings.
7. The parties agree that the current clause 35.06 of the L3888 Collective Agreement (single full time ATM/MD Representative) shall not be operational while this Memorandum of Agreement is in effect.
8. Should any difficulties or concerns arise with respect to this Agreement, the parties shall meet expeditiously to resolve the matter.
9. The parties agree to meet and discuss the result of this pilot program one year from its commencement, so that it may be continued, modified, or discontinued by mutual agreement at that time.

Dated this 5 day of March, 2015.

For the Employer:

Sharon Channan  
[Signature]

For the Association:

[Signature]  
Don Walker  
Palmer  
[Signature]



Article 44

PRINTING THE COLLECTIVE AGREEMENT

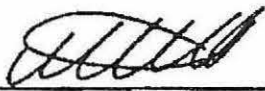

44.01 The City shall pay the cost of printing and distributing of up to seven hundred and fifty (750) Collective Agreements.

44.02 The Agreement shall be prepared and presented to the Union within three (3) months following the ratification of the Contract by both parties. The City shall allow one (1) day off with pay for two (2) members of the Negotiating Committee so that they may proofread the Agreement.




44.03 The parties agree to use their best efforts to have the collective agreement printed as soon as possible following its ratification.

Dated at City of Toronto, this 6<sup>TH</sup> day of November, 2015.

For the City of Toronto:

  
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For the Association:

  
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**ARTICLE 45**  
**TRANSFERS WITHIN DIVISIONS**

**45.01 Operations**

An employee wishing to transfer shall submit his/her request, in writing, to their Division Commander or Platoon Chief. Each request will be deemed active once signed by the Division Commander or Platoon Chief. A signed copy will be provided to the employee as their proof of submission. The request will remain active until it is withdrawn, a new request is submitted, or the transfer is fulfilled. Only the most current request is kept on file. For clarity, to withdraw a transfer request a new transfer request form is to be submitted indicating that all previous transfer requests are withdrawn. A request for transfer under this Article may be granted at the discretion of the Division Commander where operational requirements permit.

When two or more applicants have a request for transfer on file and are requesting the same vacant position, first consideration will be given to the senior applicant. If the seniority dates are the same the applicant standing highest or having stood higher on the applicable promotion list will be approved for transfer. ~~If the seniority dates are the same a coin toss will be used.~~ *Where a coin toss is not applicable*

Where a Fire Fighter is transferred to a position where additional training is required, the Fire Fighter will be required to obtain the training as training opportunities are made available.

Up to five (5) positions per Command may be held for the placement of recruits. Transfer requests can be submitted for the designated positions and may be acted on at the discretion of the Division Commander. Where it is determined that there are no recruits requiring placement, these vacancies will be filled in accordance with the collective agreement.

Any fulfilled request for transfer (including mutuals as per (a) below) to the following identified apparatus (towers, squads, heavy hazmat, P334) will be for a period of 2 years before another transfer request can be submitted.

Any fulfilled request for transfer (including mutuals as per (a) below) to apparatus other than apparatus identified above will be for a period of 1 year before another transfer request can be submitted.

- (a) When two employees mutually agree to a transfer, such request for transfer shall be submitted in writing to the Division Commander or Platoon Chief. Those transferred to another shift will assume the vacation and lieu day schedule of the person they replace.

Mutual transfers will only be approved if the employees are of the same rank. For mutually agreed upon transfers, in the event one of the parties retires, resigns, transfers between divisions, is promoted or attains an acting position within twelve (12) months of the transfer the other party will be transferred back to their original location. The affected employee may make application to the Division Commander to remain at their current location. Approval to remain at their current location will be

granted at the discretion of the Division Commander. This process may apply to other employees who have been subsequently transferred as a result of a mutual transfer being granted.

- (b) Transfer requests must be submitted twenty-eight (28) days prior to the Monday of the week of the effective date of the transfer.
- (c) Transfer requests will be processed a minimum of every two (2) calendar months based on operational need.
- (d) All priority transfer requests submitted prior to <insert date of ratification> will be processed prior to considering transfer requests submitted after <insert date of ratification>.
- (e) Requests for transfer will not be unreasonably withheld.
- (f) In the event that there are issues arising from the application of this Article, the parties agree to meet to discuss the process.

For transfers that change platoons:

LAST SHIFT WORKED  
WEEK

Monday - Thursday

Friday - Sunday

Wednesday - Saturday

Tuesday

REPORT SHIFT OF THE FOLLOWING

Monday - Thursday  
Wednesday - Saturday  
Tuesday  
Friday - Sunday  
Tuesday  
Off - Thursday  
Wednesday - Saturday  
Monday - Thursday  
Friday - Sunday  
Tuesday  
Friday - Sunday  
Wednesday - Saturday

<p><u>Apr. 21/13</u> Date Signed Off</p> <p><u>FWS</u> For the Association</p>	<p><u>Sulhero-Channan</u> For the City</p>
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MEMORANDUM OF AGREEMENT

BETWEEN:

TORONTO FIRE SERVICES OF THE CITY OF TORONTO  
(The "Employer")

- AND -

THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL 3888  
(The "Association")

WHEREAS the Employer and the Association have agreed to amend Article 45 – Transfers Within Divisions;

AND WHEREAS the parties acknowledge that the amendments to Article 45 may be applicable to Firefighters who work in Toronto Fire Services Support Divisions:



NOW THEREFORE the parties agree to the following:


1. Following implementation of the collective agreement, the parties agree to meet to review clause 45.01 and to identify and make recommendations regarding changes required to clauses 45.02, 45.03, and 45.04 as a result of the changes agreed to in the Collective Agreement.
2. Upon agreement of the parties, clauses 45.02, 45.03 and/or clause 45.04 will be amended as required.

Dated the 22 day of January, 2016.

For the Association.

For Management:



**Article 46**

**TRANSFERS BETWEEN DIVISIONS**

**EMPLOYEES NOT PREVIOUSLY QUALIFIED WITHIN THE DIVISION TO WHICH THEY WISH TO TRANSFER:**

46.01 Each employee coming within the 3888 Unit, who wishes to transfer from his/her current division to a position within another division, for which he/she was not previously qualified shall comply with following procedure:

- a) Employees shall participate in all components and satisfy all of the requirements of the City's external competition process for the position. To assist employees in achieving successful transfers, the following process shall be followed:
  - a. The employee shall submit a written request for transfer to the Fire Chief, identifying the employee's current position and division and the division / position to which he/she wishes to transfer;
  - b. Upon receipt of the written request for transfer, it will be acknowledged and a meeting with the applicable Deputy Fire Chief will be scheduled with the employee requesting the transfer;
  - c. During the meeting scheduled in accordance with (b), the following will take place:
    - i. A review of the employee's current qualifications will be completed;
    - ii. A detailed review of the required qualifications and requirements for the position being sought will be completed;
    - iii. An overview of the position being sought including the working conditions, expectations and any other relevant information will be provided by the Deputy Fire Chief;
    - iv. Following the completion of this meeting, the information outlined in (i) and (ii) will be confirmed in a letter to the Employee and a copy of that letter shall be forwarded to the Association by the City.

- d. When employees are transferred from their current division to another division in accordance with this article, the following shall apply:
- i. Employees who have five (5) years of service or more (at the time of application) will maintain their seniority and service, subject to a 12 month assessment period.
  - ii. Employees having less than five (5) years of service, but more than one (1) year of service (at the time of application), will start at the rate of a third class firefighter, and will maintain their seniority and service subject to a 12 month assessment period.
  - iii. Employees having one (1) years' service or less (at the time of application) will be considered a new hire and will lose all service, seniority and accumulated credits.
- e. Once the employee meets the qualifications and requirements for the position being sought, in accordance with 46.01 (a)(c)(ii), the employee shall be transferred in accordance with this Article.

46.02 Article 46 applies for all transfers between divisions, except in situations which require a promotion, which shall be subject to the provisions of Article 18.

46.03 An employee who does not successfully complete his/her assigned training and/or assessment period, shall be returned to his/her previous division with no impact on service and seniority within that division.

46.04 In the event there are more qualified applicants for transfer than available positions, the senior qualified applicant shall be transferred. Remaining qualified applicants shall remain on the Transfer List.

**EMPLOYEES PREVIOUSLY QUALIFIED WITHIN THE DIVISION TO WHICH THEY WISH TO TRANSFER:**

- 46.05 Each employee coming within the 3888 Unit, who wishes to transfer from his/her current division to a position within another division, for which he/she was previously qualified, shall comply with following procedure:
- a) The employee shall submit a written request for transfer to the Fire Chief, identifying the employee's current position and division and the division / position to which he/she wishes to transfer.
  - b) The employee shall participate in a relevant medical examination established by the Chief Medical Officer of Toronto Fire Services to be conducted by the employee's attending physician (provided the physician has been attending the employee for at least three (3) years), and provide a certificate thereof. If the employee's physician has not been attending the employee for at least (3) years, the employee must choose to have the medical examination conducted by either the TFS Chief Medical Officer or choose one of the three physicians from an agreed upon roster of three (3) physicians; and
  - c) If applicable, the employee shall provide proof of a valid Ontario driver's licence of a Class suitable for the position.
  - d) If successful in the above procedure, the employee shall be transferred and shall complete an assessment period of six (6) months. The six (6) month assessment period shall commence following the completion of any assigned training, but shall not extend beyond twelve (12) months from the date the employee is transferred.
  - e) In the event there are more qualified applicants for transfer than available positions, the senior qualified applicant shall be transferred. Remaining qualified applicants shall remain on the Transfer List.
  - f) For employees holding rank refer to clause 18.01 (Promotions).
- 46.06 An employee who does not successfully complete his/her assigned training and/or assessment period, shall be returned to his/her previous division with no impact on service and seniority within that division.

GENERAL PROVISIONS

- 46.07 Where the Fire Chief determines that a transfer may negatively affect the operations of any division, the transfer will be held in abeyance until the Fire Chief has met with the Association to discuss the Chief's concerns and a resolve has been reached.
- 46.08 No request for transfer under this Article will be unreasonably withheld.
- 46.09 When the Fire Chief determines that a vacancy is to be filled, excluding officers' ranks, and there are no employees on the applicable transfer list, the vacancy shall be filled via the normal recruitment process.
- 46.10 The City shall provide the Association with the requirements and qualifications for each entry level position, and thereafter shall notify the Association of any substantial changes.

Dated at City of Toronto, this 6<sup>TH</sup> day of November, 2015.

For the City of Toronto:

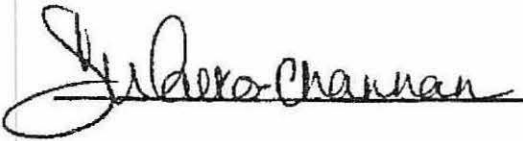
For the Association:



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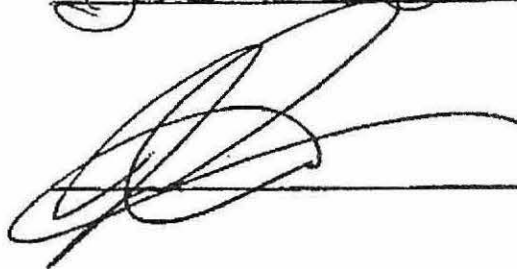


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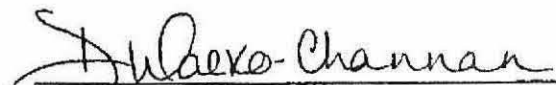
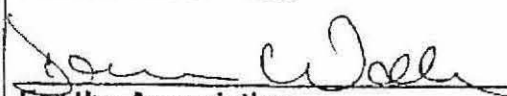



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ARTICLE 56  
SUCCESSION PLANNING

Delete Article 56 – Succession Planning

 _____ For the Association	 _____ For the City
 _____ For the Association	 _____ For the City
<u>JULY 27/2015</u> Date Signed	

**Amend "Appendix B" as follows:**

**Appendix B**

**POLICY FOR SHIFT TRAINING INSTRUCTORS (STI'S)**

**STI Selection:**

All STI positions shall be posted by FCC and filled/managed by the PD&T Division.

Candidates shall be selected by TFS seniority start date per Command per Platoon from a Station/Apparatus or Division/ Section that performs the actual duties or work of the training and development program.

Where the Joint Committee makes a recommendation to utilize experience and skill sets for specific programs, candidates with the skill sets will be identified and then selected based on seniority within their group. The joint committee will make the determination on the length of time the experience and skill sets will apply to the specific program.

Selected candidates shall be first class firefighters or officers who have served in their current Station or Section for at least one year. This shall not preclude firefighters who have not yet achieved the rank of 1<sup>st</sup> Class from having the opportunity to commence the training programs required to become an STI, subject to the normal approval process.

Minimum and maximum numbers of STI's will be determined and maintained by Command/Platoon or Division for each training and development program which STI's facilitate.

An eligibility list of candidates who are not selected will be created at the time the FCC STI posting closes. The STI eligibility list will remain active for a minimum of one year from the date of the original list and shall expire December 31<sup>st</sup> following such one-year period.

**STI Qualification**

Selected candidates shall receive training to qualify. The following STI qualification training and development programs are mandatory and are to be scheduled and delivered by the PD&T Division:

- Occupational Health and Safety Competent Supervisor
- Techniques of instruction
- Training specific to the training and development program the STI will be facilitating
- OFM Trainer Facilitator (only where necessary for OFM sign-off programs)

Selected candidates will be required to attend, actively participate and be successful in the above mandatory STI qualification training and development programs. Failure to attend or actively participate in the mandatory STI qualification training and development programs without a reasonable cause may disqualify the member.

Successful candidates shall endeavour to make a minimum two (2) year commitment to the STI program. Such commitment shall not be unreasonably withdrawn.

Upon transfer to another Station or Section, which does not perform the actual duty or work of the training and development program, the qualified STI may continue to facilitate for one year. After one year, the STI is no longer qualified to facilitate the training and development program. Where a lack of new candidates is identified by the Joint Committee, the STI can be deemed qualified for an extended period of time until new candidates are trained or as deemed appropriate by the Committee.

Equivalency of qualifications and use of experience and skill sets will be determined by recommendation of the Joint Committee.

### **STI Utilization and Scheduling**

Qualified STI's provide training and development to TFS staff while on duty within their Operations Command or Support Division under the direction of the Professional Development and Training Division (PD&T) in conjunction with their respective Platoon Chief or Division Chief.

Offers to qualified STI's to facilitate a training and development program during the STI's off duty time shall be on a fair rotational basis to ensure that all STI's are provided an equal opportunity to voluntarily participate.

STI's on duty in their Operations Division Command or Support Division shall be utilized prior to utilizing off duty STI's when conducting training for in service crews.

Scheduling of qualified STI's will not occur if it results in an apparatus being taken out of service in accordance with the current apparatus staffing policy.

The Platoon Chief or Division Chief shall not assign any STI's to train in areas not approved by the PD&T Division.

### **STI Hours of Work**

Where an assigned course is cancelled due to staffing or an emergency prior to the end of the scheduled work day the STI shall report to an apparatus assigned by the Command Platoon Chief.

The apparatus assignment shall be indicated when the STI is notified of his/her training assignment and will be in the Command where the training is to be conducted.

### **STI Committee**

The role of the Committee is to promote and enhance the STI Program. The Committee will monitor the program to proactively recommend improvements or solutions (including new programs) as may be identified or observed. This will include reviewing qualifications for equivalencies and determining where previous work experience, skill sets and certifications will be applied over seniority.

The Committee will meet every three months or as required.

The Committee will maintain a current list of existing or potential STI candidates. The Committee will use its best efforts to resolve problems which arise.

**Committee Structure**

The Committee will consist of two (2) representatives of TFS Management and two (2) representatives of the Association Executive. If a Chair is required, then a TFS Management representative and a Local 3888 representative will co-chair. The Committee will seek input from current STI's in training and Training Officers.

Dated at City of Toronto, this 6<sup>TH</sup> day of November, 2015.

For the City Of Toronto:

Judith Channan

[Signature]

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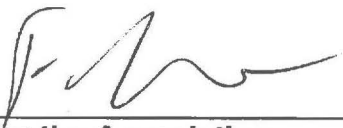
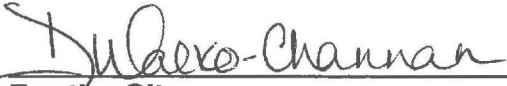
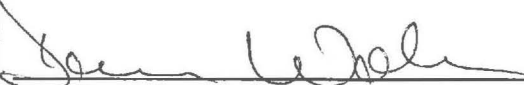

For the Association:

[Signature]

[Signature]

**LETTERS OF INTENT  
SUCCESSION PLANNING**

Delete Letter of Intent – Succession Planning

 _____ <b>For the Association</b>	 _____ <b>For the City</b>
 _____ <b>For the Association</b>	 _____ <b>For the City</b>
<u>JULY 27 / 2015</u> <b>Date Signed</b>	

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**TORONTO FIRE SERVICES**  
(The "Employer")

**- AND -**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,**  
**LOCAL 3888**  
(The "Association")

**Regarding: Toronto Fire Services Fire Investigators**

**WHEREAS** establishing a dedicated Fire Investigations Unit is an important priority for Toronto Fire Services;

**AND WHEREAS** Toronto Fire Services currently has four (4) vacant Fire Investigator positions which it wishes to fill without delay;

**NOW THEREFORE** the parties agree, on a without Prejudice or Precedent basis to the following:

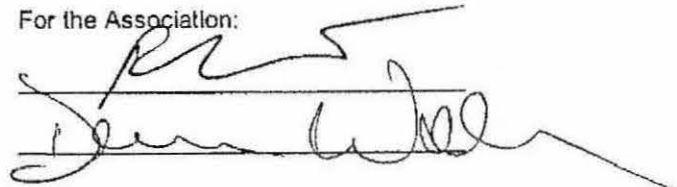
1. The Employer agrees to offer two (2) of the existing four (4) vacant Fire Investigator positions to the senior, most qualified internal applicants.
2. The remaining two (2) Fire Investigator vacancies may be filled by external applicants. Where determined appropriate by the Employer, the two (2) external applicants will be hired as and paid at the 1<sup>st</sup> Class Firefighter rate effective from the first date of their employment with Toronto Fire Services. These two (2) employees will be treated as new employees in all other respects of their employment and shall be subject to the normal probationary period as provided for in the L3888 Collective Agreement.
3. Upon establishment of the Fire Investigations Unit, one (1) Captain – Fire Investigations will form part of the staffing complement for this Unit.
4. The parties agree to meet to discuss the implementation of these positions including hours of work, standby, call-back and other relevant terms and conditions of employment.

Dated this 5<sup>th</sup> date of March, 2015.

For the Employer:

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

For the Association:

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

LETTERS OF INTENT

Dispute Resolution Training	Do Not Renew
Hours of Work	Do Not Renew
Hours of Work & Days Off	Do Not Renew
Indemnification	Renew
Investigation Meetings	<p>Amend</p> <p>Both the City and Local 3888 recognize the value of Association representation for employees where an employee is the subject of an investigation and who has been asked to attend an investigative discussion.</p> <p>Local 3888 and the City agrees to meet immediately following ratification to develop a protocol for the following:</p> <ul style="list-style-type: none"> <li>a) Association representation at investigation meetings which are distinct from disciplinary discussions.</li> <li>b) Disclosure of the content of any complaints(s) the City has received prior to, or in the course of, the investigation and that the City may rely on for disciplinary action.</li> <li>c) Development and implementation of a joint training program for Association and City representatives attending investigation meetings.</li> <li>d) Time lines for the implementation of the above referenced protocol will commence no later than &lt;insert date&gt;or as otherwise mutually agreed to by the parties.</li> </ul>
Off-the Shelf Orthopaedic Shoes	Do Not Renew
Progression through the Salary Grid from Probationary to 1 <sup>st</sup> Class	Do Not Renew
Review of the TFS Service Levels in Comparison to the OFM Fire Ground Staffing Guideline and to the NFPA 1710 Recommended Standard.	Do Not Renew
Substance Abuse & EAP	Do Not Renew
Succession Planning	Do Not Renew

Toronto Professional Fire Fighters' Amateur Athletic Association – Additional Dues Check-off	Renew
Working for Those Void of Sick Credits	Amend The Parties agree to meet during the term of this collective agreement to review the process of Local 3888 members working for members void of sick credits.
LETTERS OF AGREEMENT	
Employee Assistance Program	Renew
Fire Fighter Exchange Program	Renew
Payment of Certain Expenses After Retirement	Renew
Pre-Employment Contract Obligations	Do Not Renew
Relieving Staff at An Emergency Scene	Renew