

MEMORANDUM OF AGREEMENT

**BETWEEN:**

**TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL 3888**

**(the "Association")**

**and**

**CITY OF TORONTO**

**(the "Employer")**

**WHEREAS** the Association and the Employer are parties to a Collective Agreement covering all fire fighters, as defined in Part IX, of the *Fire Protection and Prevention Act* and employed in the City of Toronto that expires on December 31, 2018 (hereinafter referred to as the "Expiring Collective Agreement");

**AND WHEREAS** the Association and the Employer have engaged in bargaining for a renewal of the Expiring Collective Agreement;



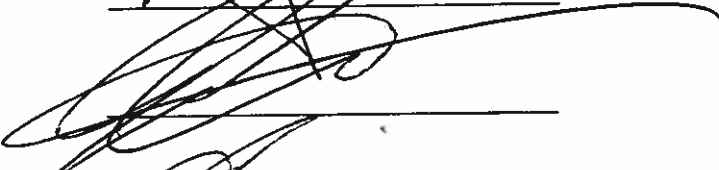


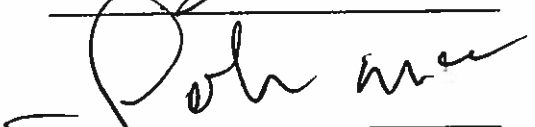
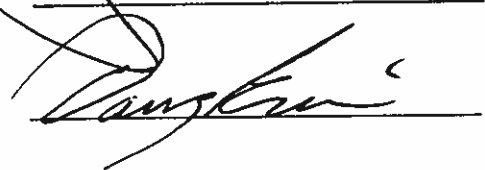

**NOW, THEREFORE**, the signed representatives of the parties agree to recommend complete acceptance of the terms of this offer to their respective principals. Subject to the successful ratification of this Memorandum of Agreement by the Association membership and the principals of the Employer, the Association and the Employer agree to renew the Expiring Collective Agreement in accordance with the following terms:

1. The Expiring Collective Agreement shall be renewed as amended in accordance with the terms of this Memorandum of Agreement and the agreed upon amendments thereto as set out in the attached Schedules "A", "B" and "C" (hereinafter referred to as the "Renewal Collective Agreement").
2. The term of the Renewal Collective Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2023.
3. Provided the Renewal Collective Agreement is ratified by the Association membership and the principals of the Employer, the salary rates set out in the Expiring Collective Agreement shall be increased on a compounded basis as follows:
  - a. by 2.00% effective January 1, 2019;
  - b. by 0.50% effective July 1, 2019;
  - c. by 2.00% effective January 1, 2020;
  - d. by 0.50% effective July 1, 2020;
  - e. by 1.00% effective January 1, 2021;
  - f. by 0.97% effective July 1, 2021;
  - g. by 1.85% effective January 1, 2022; and
  - h. by 1.75% effective January 1, 2023.
4. Ratification of the Renewal Collective Agreement shall occur as quickly as possible. Each party shall advise the other of the results of any such ratification in writing. The date of ratification will be the date that City Council ratifies this Memorandum of Agreement, the meeting for which will happen following the Association's ratification.



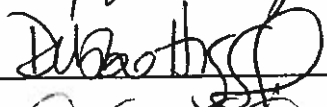



5. The wage increases for 2019 will be applicable for eligible bargaining unit members. Eligible bargaining unit members are those employed with the City on January 1, 2019, and are members of the Local 3888 bargaining unit.
6. Unless stated otherwise, the provisions of the renewal Collective Agreement shall be effective January 1, 2019.

Dated at Toronto this 5<sup>th</sup> day of December, 2018

**For the Union:**

**For the City:**

## SCHEDULE "A"

The Expiring Collective Agreement shall be amended as follows:

### Article 4 PROBATIONARY PERIOD

- 4.01 An employee of the City coming within the Local 3888 bargaining unit shall serve a probationary period of fourteen (14) months commencing from the most recent date of hire with the City of Toronto Fire Services.

### Article 8 WAGES AND SALARIES

The Parties agree to amend the Annual Wage Rates for Fire Fighters hired following the dates outlined below:

As of January 1, 2019:  
Probation – 7 months – 65%  
Probation – 7 months – 75%  
3<sup>rd</sup> Class – 14 months – 80%  
2<sup>nd</sup> Class – 14 months – 90%

The Parties agree to amend the Annual Wage Rates for the following positions as follows:

Position	Grid Increment/ % of 1 <sup>st</sup> Class
<b>As of July 1, 2020</b>	
Captain, Marine Captain, Senior Marine Engineer, Fire Investigators	119%
<b>As of July 1, 2022</b>	
Captain, Marine Captain, Senior Marine Engineer, Fire Investigators	120%
<b>As of July 1, 2019</b>	
Senior Marine Captain	128%
<b>As of January 1, 2022</b>	
Senior Marine Captain	130%
<b>As of July 1, 2019</b>	
District Chief	133%
<b>As of January 1, 2022</b>	
District Chief	135%

### Article 11 VACATION ENTITLEMENT

**NEW**

- 11.XX Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages because of sickness or injury for a period of time which exceeds twenty-six (26) consecutive bi-weekly pay periods, his/her vacation entitlement shall be reduced by 1/26th for each such consecutive bi-weekly pay period in excess of twenty-six (26) consecutive bi-weekly pay periods.

**Article 12  
VACATION AND LIEU DAY SELECTION  
ATTACHMENT B- RESTRICTED PERIODS FOR VACATIONS**

The Parties agree that the "Restricted Periods For Vacations" as identified in Attachment B of the Collective Agreement, will be eliminated as follows:

- (i) The number of restricted periods will reduced by one-half (1/2) in the 2019 Vacation & Lieu Day Selection Process for 2020 vacation periods; and
- (ii) The remaining number of restricted periods will eliminated in the 2020 Vacation & Lieu Day Selection Process for 2021 vacation periods.

**Article 13  
DESIGNATED HOLIDAYS**

The Parties agree to amend clause 13.03 as follows:

- 13.03 (a) In recognition of the above designated holidays, except Remembrance Day, employees in the Operations Division will be paid the rate of 1.5 times their regular rate of pay for the hours worked as follows, provided they are not on an unscheduled absence on their scheduled shift immediately prior:

For the purposes of this clause an unscheduled absence includes sickness, ill dependent leave, WSIB, and bereavement leave.

**New Years Day:**

December 31<sup>st</sup> - 12 hours;  
January 1<sup>st</sup> - 12 hours

**Good Friday/Easter Monday:**

Thursday - 6 hours;  
Friday - 12 hours;  
Saturday - 6 hours;  
Sunday - 12 hours;  
Monday - 12 hours

**Family Day/Victoria Day/Civic Holiday/Labour Day/Thanksgiving Day:**

Friday - 6 hours;  
Saturday - 6 hours;  
Sunday - 6 hours;  
Monday - 6 hours

**Canada Day:**

When the holiday falls or is designated on a Monday – see "Victoria Day/Civic Holiday/Labour Day/Thanksgiving Day"

When the holiday falls on Tuesday, Wednesday, or Thursday:  
June 30<sup>th</sup> - 7 hours, July 1<sup>st</sup> - 17 hours

When the holiday falls on Friday:

**Article 15  
PAYMENT OF MEDICAL CERTIFICATES**

**NEW**

15.02 Toronto Fire Services will reimburse the following employees, who are required to maintain a DZ license in order to drive as part of their assigned duties,:

- (a) Operations Fire Fighters (including Acting Captains);
- (b) HUSAR team members;
- (c) Mechanical staff (excluding Marine Engineers);
- (d) employees in Professional Development and Training; and
- (e) employees in Technical Operations;

for the cost of one medical examination completed to comply with the Ministry of Transportation of Ontario's medical report requirements at the age-based frequency required by the Ministry to a maximum of one hundred and twenty-five (\$125) dollars per examination. The employee will be required to produce evidence of payment.

If the employee is required by the Ministry to submit a medical report more frequently than above, Toronto Fire Services will reimburse the employee up to a maximum of one hundred and twenty-five (\$125) dollars per examination, as long as the employee produces evidence of payment with supporting documentation from the Ministry to justify the requirement for the additional medical examination.

**Article 16  
BENEFITS**

**The Parties agree to amend clause 16.02 as follows:**

**16.02 Dispensing Fee**

16.02 (b) Subject to a dispensing fee cap of ten dollars (\$10) per prescription which will increase to ten dollars and fifty cents (\$10.50) per prescription, effective January 1, 2023, all drugs which are prescribed by a medical doctor, nurse practitioner or dentist as medically necessary and dispensed by a licensed pharmacist which:

**The Parties agree to amend clause 16.02(d) as follows, effective January 1, 2020:**

**16.02 (d) Paramedical**

16.02(d) Payable from the first visit services of a licensed and/or registered:

- (1) acupuncturist
- (2) chiroprapist,
- (3) chiropractor,
- (4) masseur,
- (5) naturopath,
- (6) osteopath; or
- (7) podiatrist,

to a maximum of \$600 per person per benefit year per specialty; and

- (8) athletic therapist,

Friday - 12 hours;  
 Saturday - 6 hours;  
 Sunday - 6 hours  
Christmas Day/Boxing Day

Christmas Eve - 7 hours;  
 Christmas Day - 24 hours;  
 Boxing Day - 17 hours

- 13.03 (b) In recognition of the above designated holidays, except Remembrance Day, employees in the Communications Division will be paid the rate of 1.5 times their regular rate of pay for the hours worked as follows, provided they are not on an unscheduled absence on their scheduled shift immediately prior:

For the purposes of this clause an unscheduled absence includes sickness, ill dependent leave, WSIB, and bereavement leave.

**New Years Day:**

December 31<sup>st</sup> night shift - 12 hours;  
 January 1<sup>st</sup> day shift – 6 hours, night shift – 6 hours

**Good Friday/Easter Monday:**

Thursday night shift – 6 hours;  
 Friday day shift – 6 hours, night shift – 6 hours;  
 Saturday day shift – 3 hours, night shift – 3 hours;  
 Sunday day shift – 6 hours, night shift – 6 hours;  
 Monday day shift – 6 hours, night shift – 6 hours

**Family Day/Victoria Day/Civic Holiday/Labour Day/Thanksgiving Day:**

Friday day shift – 3 hours, night shift – 3 hours;  
 Saturday day shift – 3 hours, night shift – 3 hours;  
 Sunday day shift – 3 hours, night shift – 3 hours;  
 Monday day shift – 3 hours, night shift – 3 hours

**Canada Day:**

When the holiday falls or is designated on a Monday – see “Victoria Day/Civic Holiday/Labour Day/Thanksgiving Day”

When the holiday falls on Tuesday, Wednesday, Thursday: June 30<sup>th</sup> night shift – 7 hours, July 1<sup>st</sup> day shift – 10 hours, night shift – 7 hours

When the holiday falls on Friday:

Friday day shift – 6 hours, night shift – 6 hours;  
 Saturday day shift – 3 hours, night shift – 3 hours;  
 Sunday day shift – 3 hours, night shift – 3 hours

**Christmas Day/Boxing Day**

Christmas Eve night shift – 7 hours;  
 Christmas Day, Day shift – 10 hours, night shift – 14 hours;  
 Boxing Day, Day shift – 10 hours, night shift – 7 hours

- 13.03 (c) In recognition of the above designated holidays, except Remembrance Day, employees referred to in 13.02 (c) will be paid the rate of 1.5 times their regular rate of pay for the hours worked either under 13.03 (a) or 13.03 (b), whichever is applicable.

to a maximum of \$300 per person per benefit year,

to a maximum of \$2,500.00. It is understood that services of the above mentioned masseur will require a prescription every 12 months.

**The Parties agree to amend clause 16.02(d) as follows, effective January 1, 2021:**

**16.02 (d) Paramedical**

16.02(d) Payable from the first visit services of a licensed and/or registered:

- (1) acupuncturist
- (2) chiropodist,
- (3) chiropractor,
- (4) masseur,
- (5) naturopath,
- (6) osteopath; or
- (7) podiatrist,

to a maximum of \$600 per person per benefit year per specialty; and

- (8) athletic therapist,

to a maximum of \$300 per person per benefit year,

to a maximum of \$2,500.00. It is understood that services of the above mentioned masseur will require a prescription every 12 months.

Alternatively, eligible persons will have the option of combining the cost of the services described in clause 16.02(d)(1) to (7), above, toward one particular benefit to a maximum of twelve hundred dollars (\$1200) per person per benefit year.

Note: For clarity, the City will apply clause 16.02(d) of the Collective Agreement on the basis that the doubling up of the paramedical benefits, described in clause 16.02(d)(1) to (7) above, permits employees to elect to receive a maximum of twelve hundred dollars (\$1200) for any one (1) of those paramedical services and six hundred dollars (\$600) for five (5) of the remaining six (6) paramedical services described in clause 16.02(d)(1) to (7) subject to the maximum benefit of two thousand and five hundred dollars (\$2,500) for all of the paramedical services described in clause 16.02(d)(1) to (8) above per person per benefit year.

**The Parties agree to amend clause 16.02(g) as follows:**

**16.02 (g) Vision**

16.02 (g) Vision - up to \$550 per person in any twenty-four (24) consecutive month period for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery and, in addition, eighty dollars (\$80.00) for one (1) routine eye examination in any twenty-four (24) consecutive month period. If the cost of the eye examination exceeds \$80.00 in any (24) consecutive month period this coverage can also be used toward the additional cost.

In addition to the above employees will be reimbursed 100% towards the cost of Laser Eye Surgery to a lifetime maximum of up to \$550.00 (i.e. a one-time combined total of \$1,100.00), upon submission of original receipts. Please note, further vision care claims will not be allowable for forty-eight (48) months following the date of laser eye surgery.

**The Parties agree to amend clause 16.03 as follows:**

**16.03 Dental Benefits Major Restorative Procedures**

Eighty percent (80%) – to a maximum of \$2,500.00 per person per benefit year:

- Major restorative procedures, such as inlays, onlays, gold fillings, implants, crowns, repair and recementing of same, initial installation of fixed bridge work and repair of same; replacement of affixed bridge which is five (5) or more years old.

**The Parties agree to amend clause 16.06 as follows for any absence that commences on or after January 1, 2019, resulting in a claim for LTD benefits commencing on or after July 1, 2019:**

**16.06 Long Term Disability**

16.06 (a) The City will provide for all employees, by contract with an insurer selected by the City a Long Term Disability plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a long term disability benefit of seventy-five percent (75%) of basic salary for disability claims, inclusive of any benefit paid under any pension plan, insurance plan, Workplace Safety and Insurance Act or any other plan to which the City makes any contribution; such long term disability coverage to commence after six (6) continuous months absence from work on account of illness or injury ("the six (6) month qualifying period") and until the earlier of any of the following dates:

- (1) the date upon which the employee turns 65; or
- (2) the date upon which the employee, having accumulated 25 years of pensionable service, reaches his or her normal retirement age and becomes eligible for a retirement pension. An employee who reaches 25 years of pensionable service after their normal retirement age, will not be affected by this provision.

subject to and in accordance with the terms of the City's Long Term Disability Plan and the contract between the City of Toronto and the Long Term Disability benefits administrator.

- 16.06 (f) If following six (6) continuous months absence from work (own occupation) on account of illness or injury, the employee is approved by the benefit carrier to receive Long Term Disability benefits, the employee may:
- i. Receive Long Term Disability payments from the carrier at which time the employee ceases to participate in the Modified Work Program; or
  - ii. Continue to participate in the Modified Work Program for the remainder of their own occupation coverage period. The employee, remaining qualified for Long Term Disability benefits, may take those benefits at a later date if they so choose.

**Article 17  
POST 65 RETIREES**

**NEW**

- 17.04 The City shall provide a paid up group life insurance policy in the amount of five thousand dollars (\$5,000) for current employees and retirees who have not yet reached sixty-five (65) years of age, excluding employees and retirees previously employed in Etobicoke or North York and covered under clause 17.01. Such policy to provide a life insurance benefit in the event of the employee's death following their having reached sixty-five (65) of age.



**Article 53**  
**SERVICE/RECOGNITION PAY FOR FIRE FIGHTERS**

**The Parties agree to amend Article 53 as follows:**

The recognition pay for Fire Fighters (which includes all ranks within Local 3888) will be applied to a First Class Fire Fighter rate, as indicated below:

Effective when 8 years of service is attained and until 17 years of service is attained	3%
Effective when 17 years of service is attained and until 23 years of service is attained	6%
Effective when 23 years of service is attained and thereafter	9%

The First Class Fire Fighter dollar value will be added to the salary for Captains and District Chiefs.

The recognition pay shall form part of the base salary and shall be paid bi-weekly. It shall be included as salary in calculating overtime, vacation, statutory holiday pay, pension contributions, sick leave pay etc. Fire Fighters who have completed eight (8), seventeen (17), or twenty-three (23) years of service with the Toronto Fire Services shall receive the recognition pay as identified above.

**SCHEDULE "B"**

I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO

PRONOUNS - THROUGHOUT THE COLLECTIVE AGREEMENT

Delete throughout the entire Collective Agreement:

Gender Specific Pronouns

Replace deleted Gender Specific Pronouns throughout the entire Collective Agreement with:

Gender Neutral Pronouns

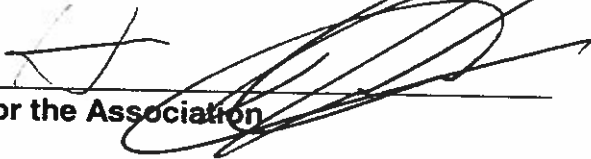
DATE AGREED: October 19, 2018



For the Association



For the City



For the Association



For the City

Oct. 24 / 18

Date Signed Off

Oct 24/2018

Date Signed Off

**I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO**

**ARTICLE 4 – SERVICE AND SENIORITY**

**Amend Article 4 – SERVICE AND SENIORITY as follows:**

**4.07: Service and Seniority**

(a) Any current or future city employees who are subsequently employed within a position covered by the Local 3888 bargaining unit shall retain and shall be credited with such service, **as defined in clause 18.01**, and/or seniority as they had accumulated outside of the Local 3888 bargaining unit during their latest period of continuous employment with the City. **For clarification purposes it is understood that the amount of service and/or seniority that is accumulated outside of Local 3888 is determined by the City at its sole discretion. The City will inform the new employee of the City's determination at the time of hire.** Such service and/or seniority shall apply within the Local 3888 collective agreement in all respects except for:

- (i) Future promotions within the Local 3888 bargaining unit;
- (ii) Lay off and recall within the Local 3888 bargaining unit;
- (iii) Entitlement to Service/Recognition Pay; and,
- (iv) Transfers within the Local 3888 bargaining unit.

**(b) Service for the purpose of Article 11 (Vacations) shall not include periods when the employee is on:**

- (i) **leave of absence without pay, due to illness or injury, in excess of twenty-six (26) consecutive bi-weekly pay periods in accordance with clause 11.XX;**

**For clarity, an employee who is off without pay due to illness or injury, will have their service protected for vacation purposes for up to twenty-six (26) consecutive bi-weekly pay periods.**

- (ii) **approved leave of absence, without pay, in excess of thirteen (13) bi-weekly pay periods, except where the Collective Agreement provides that service shall accrue for a longer period of time for a respective leave of absence;**

- (iii) **any unauthorized leave of absence in excess of thirty (30) calendar days.**

- (iv) **any period of layoff in excess of two (2) years. To be clear, the two (2) year period is for the accrual of service time only, and the employee shall not receive any vacation entitlement during a period of layoff.**

~~(b)(c)~~ **With respect to those matters set out in paragraphs (a)(i) through (iii)-(iv) above, a service and/or, seniority date will begin to accumulate be established from the date of commencement of their latest period of continuous employment in a position that falls within the Local 3888 bargaining unit.**

~~4.07-(c)(d)~~ **All of the foregoing is subject to any of the City's obligations at law regarding the transfer and application of service and/or seniority in respect of, but not limited to, its duty to accommodate under the Ontario Human Rights Code and its obligations under the Workplace Safety and Insurance Act.**

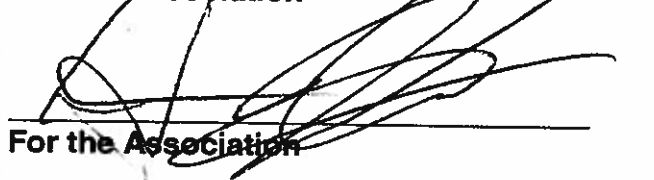
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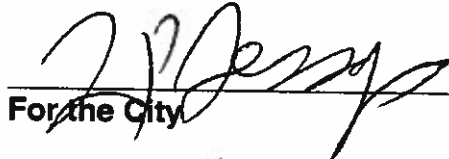
For the Association



For the City



For the Association



For the City

Date Signed Off

Dec 5/18

Date Signed Off

**I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO**

**ARTICLE 7 – NO DISCRIMINATION OR HARASSMENT**

**Amend Article 7 – NO DISCRIMINATION OR HARASSMENT as follows:**

**7:01**

The City and Local 3888 agree that ~~employees shall not engage in, condone or cause any discrimination or harassment with respect to any employee of the City by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, handicap or because of such employee being an officer or~~ there shall be no discrimination, interference or harassment, restriction or coercion exercised or practised with respect to any employee of the City in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharged or otherwise by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), political or religious affiliation, sex, sexual orientation, nor by reason of membership in a labour union, and the City agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, Steward, committee member or member at large of Local 3888.

**7:02**

~~In this article, the term "Handicap", as provided in Clause 7.01 shall be as defined in the Human Rights Code, R.S.O., 1990 as amended.~~ The City and Local 3888 agree that all employees have the right to work in an environment free from harassment. Workplace Harassment is defined as engaging in a course of vexatious comment or conduct against a worker in the workplace, that is known or ought reasonably to be known to be unwelcome.

**7.03**

~~Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.~~ The City and Local 3888 recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and shall take appropriate actions to foster an environment free from such harassment.

**7.04**

Article 7 is to be interpreted in accordance with the Ontario Human Rights Code, R. S. O., 1990 and the City's Human Rights and Anti-Harassment/Discrimination Policy.

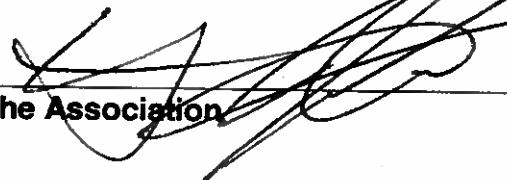
On receipt of a complaint of sexual and/or gender harassment from an employee, the Employer will advise the employee of their right to Union representation in connection with the complaint.

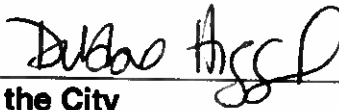
The City and Local 3888 agree that no person shall be penalized or threatened by any party to this collective agreement, for bringing forward a grievance or complaint in good faith, for cooperating in the resolution or investigation of any complaint.

**DATE AGREED:**

  
For the Association

  
For the City

  
For the Association

  
For the City

Date Signed Off

  
Date Signed Off

**I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO**

**ARTICLE 22 – WITNESS SERVICE**

**Amend Article 22 – WITNESS SERVICE as follows:**

22.01 Each employee of the City coming within the 3888 Unit who is subpoenaed to serve as a witness in a court in a civil or criminal proceeding **or who is subpoenaed to be in attendance at a proceeding before the Workplace Safety and Insurance Board or the Workplace Safety and Insurance Appeals Tribunal:**

- (a) shall be granted leave of absence for such purpose provided that upon completion of witness service such employee shall present to the Chief of Fire Services of the City a satisfactory certificate showing the period of such service. **If the employee is scheduled to work on the night immediately preceding such attendance, the employee shall be granted leave of absence from that scheduled shift. For clarity, employees working the 24 hour shift shall be granted leave of absence for the last 12 hours of the shift on the night immediately preceding such attendance.**
- (b) shall be paid ~~his/her~~ **the employee's** full salary or wage for the period ~~his/her~~ **the employee** was granted leave of absence on account of such witness service provided that ~~his/her~~ **the employee** shall deposit with the Treasurer of the City the full amount of compensation received for such service and an official receipt thereof; provided further that the "full amount of compensation" referred to in this paragraph, shall not include any compensation received for such witness service performed on any day that ~~his/her~~ **the employee** would not otherwise be scheduled to work nor shall it include any compensation received by such employee for meal allowance or travelling expense; and
- (c) provided that if the employee would have been acting in a higher rank at the time of said witness service, ~~his/her~~ **the employee** shall be paid at the acting rate of pay.
- (d) Provided further that in the event ~~his/her~~ **the employee** is released from witness service and there are three (3) hours or more remaining in ~~his/her~~ **their** shift, ~~his/her~~ **the employee** shall contact ~~his/her~~ **their** Platoon Chief who will determine whether the employee must report for duty during that shift.


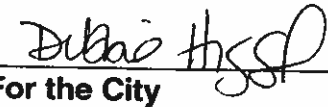

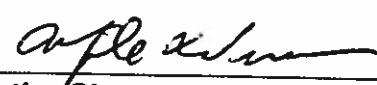
22.02 Each employee of the City coming within the 3888 Unit who is required to attend court as a witness on a matter relating to ~~his/her~~ **the employee's** duties as a member of the Fire Services of the City:

- (a) shall be granted time off to attend such court when on duty. If the employee is acting in a higher rank at the time of said witness service, ~~his/her~~ **the employee** shall be paid at the acting rate of pay. ~~and,~~ **If the employee is scheduled to work on the night immediately preceding such attendance, the employee shall be granted leave of absence from that scheduled shift. For clarity, employees working the 24 hour shift shall be granted leave of absence for the last 12 hours of the shift on the night immediately preceding such attendance.**
- (b) shall be compensated in accordance with Article 10, "Overtime", when required to attend during off duty hours.
- (c) shall, upon request, have ~~his/her~~ **the employee's** vacation time changed to witness duty leave in the event the witness duty occurs during his/her vacation period.



22.03 Retirees Attending Court

- (a) Where a retired employee of the City is required to attend court as a witness on a matter relating to ~~his/her~~ the retiree's duties as a member of the Fire Services of the City, he/she shall be paid seventy-five dollars (\$75.00) for such time in attendance.

<b>DATE AGREED: November 1, 2018</b>	
 _____ <b>For the Association</b>	 _____ <b>For the City</b>
 _____ <b>For the Association</b>	 _____ <b>For the City</b>
NOV 1/18 _____ <b>Date Signed Off</b>	NOV 1/18 _____ <b>Date Signed Off</b>

**I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO**

**ARTICLE 27 – UNIFORM ISSUE**

**Amend Article 27 – UNIFORM ISSUE as follows:**

**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)~~ Four (4) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- ~~Two (2)~~ Four (4) pair of dark blue NFPA fatigue pants
- ~~Four (4)~~ Five (5) 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)~~ Two (2) white dress shirts (one long sleeve and ~~two~~ one short sleeve)
- **One (1) pair of dress shoes**
- ~~Two (2)~~ Four (4) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- ~~Two (2)~~ Four (4) pair of dark blue NFPA fatigue pants
- ~~Four (4)~~ Five (5) T-shirts
- ~~One (1) pair of safety shoes~~
- One (1) uniform job shirt (collar and ½ zip)
- One (1) pair safety shoes
- One (1) parka
- One (1) Spring/Fall jacket
- Two (2) black ties
- One (1) black belt
- Six (6) pairs of black socks
- **One (1) pair winter gloves**

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 (One long sleeve and one short sleeve Choice of long or short sleeve)
- ~~Two (2)~~ Three (3) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- ~~Two (2)~~ Three (3) pair of dark blue NFPA fatigue pants
- Four (4) T-shirts
- One (1) uniform job shirt (collar and ½ zip)
- One (1) pair dress shoes
- One (1) pair 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 (One long sleeve and one short sleeve choice of long or short sleeve)
- One (1) pair dress shoes
- ~~Two (2)~~ Four (4) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- ~~Two (2)~~ Four (4) dark blue NFPA fatigue pants
- 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)~~ One (1) ties
- One (1) belt
- Six (6) pairs of black socks
- One (1) turnout gear bag (Applies only to those who are issued turnout gear)

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 (One long sleeve and one short sleeve)
- One (1) pair dress shoes
- ~~Two (2)~~ Three (3) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- ~~Two (2)~~ Three (3) dark blue NFPA fatigue pants
- Four (4) T-shirts
- One (1) uniform job shirt (collar and 1/2 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

**27.02 Maintenance of Uniform Issue**

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 and Utility 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~~ 2018 would not receive his/her annual uniform clothing points allotment until January 1, ~~2018~~ 2020.

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 the 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 and Acting 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	<del>4</del> 8
Baseball Cap	1	4 2
Dress Uniform Hat	1	<del>7</del> 13
Dress Uniform Tunic & Pants	1	<del>55</del> 66
Dress Pants	2	16
Dress Skirt	2	<del>44</del> 17
Parka (Winter)	1	<del>28</del> 31
White Dress Shirt (L/S)	5	<del>5</del> 10
White Dress Shirt (S/S)	5	<del>5</del> 9
Dark Blue NFPA Fatigue Shirt (L/S)	5	<del>TBD</del> 29
Dark Blue NFPA Fatigue Shirt (S/S)	5	<del>TBD</del> 26
Dark Blue NFPA Fatigue Plants	5	<del>TBD</del> 26
Fatigue Shorts	5	<del>TBD</del> 10
Jacket (Spring/Fall)	1	<del>41</del> 33
Tee Shirts (short sleeve)	5	4 2
Tee Shirts (long sleeve)	2	4 3
Uniform Job shirt (collar and ½ zip)	1	<del>13</del> 7
Black Tie	2	3 2
Dress Uniform Hat badge	1	<del>7</del> 3

Black belt	1	6-2
Black Dress Shoes	1	25
Black Safety Shoes/Boots	1	18-25
Top Coat	1	36-37
White Gloves	1	2
Toques	1	3-2
Speed Laces	1	6-6
Dress Uniform Hat Rain Protector	1	2-1
Black Socks	2 packages of 3 pairs each	4-2 per package
Military Sweater	1	11-14
Winter Gloves	1	TBD

**Uniform Point Value**

Effective January 1, 2016, each uniform clothing point shall have an associated value of ~~\$5.00~~ \$5.35 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.

**NEW:**

**27.09 Maternity Clothes**

**The Clothing committee shall research and investigate sources for appropriate maternity clothing that meets TFS standards. Each clothing item will be assigned a specific number of points relative to its actual cost to manufacture.**

**Should a pregnant firefighter wish to be reimbursed for workplace pregnancy clothing, they must source the clothing and then obtain pre-approval for purchase. Firefighters requiring maternity wear must source the clothing and obtain pre-approval for purchase. Employees may purchase clothing similar to issued clothing (i.e., pants and shirts and/or sweatshirt/sweater). Clothing must be dark blue and in a similar style and material to station wear. Once pre-approval is obtained, the firefighter must purchase the clothing themselves and submit receipts to TFS for reimbursement. The items shall then be deducted from the firefighter's point allotment based on the current value of points.**

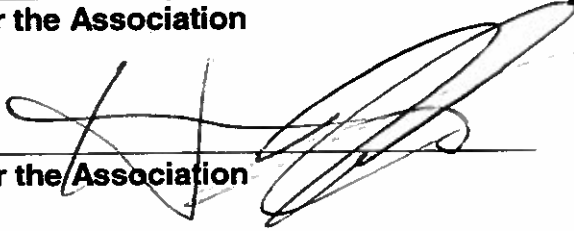
**DATE AGREED:**



**For the Association**



**For the City**



**For the Association**



**For the City**

*Dec 5/2018*

**Date Signed Off**

**Date Signed Off**

**I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO**

**ARTICLE 28- GRIEVANCE PROCEDURE**

**Add new language to Article 28 -- GRIEVANCE PROCEDURE as follows:**

**NEW**

**Clause 28.16 and re-number current 28.16 and 28.17 and 28.18**



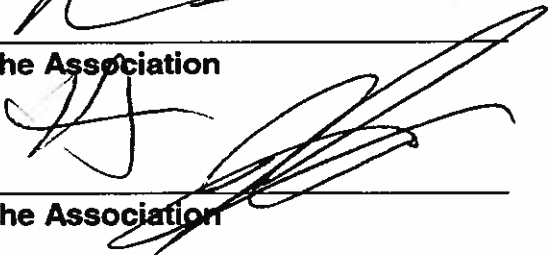
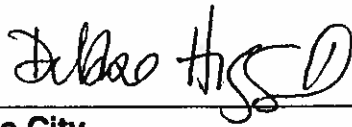
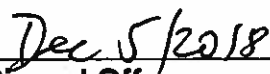
**EXPEDITED ARBITRATION- SUSPENSION AND DISCHARGE GRIEVANCES**

**28.16 (a) Local 3888 may request that a grievance arising from the suspension or discharge of an employee which has been processed through the grievance procedure in accordance with clauses 28.01 to 28.07 below, be processed to arbitration in accordance with the expedited procedure set out below.**

- (b) (i) The grievance shall be referred, within ten (10) days following receipt of the Step 3 response or the expiry of the time limit for the Step 3 response, to one (1) of the following arbitrators who has available dates within sixty (60) days from the date of the parties' request, unless the parties agree otherwise:
- a. <INSERT NAME>
  - b. <INSERT NAME>
  - c. <INSERT NAME>
  - d. <INSERT NAME>
  - e. <INSERT NAME>
- (ii) Upon mutual agreement, the parties may add or delete names of arbitrators on the list during the term of the collective agreement.
- (c) If none of the arbitrators listed in clause 28.16 (b) are able to offer a hearing date within sixty (60) days of the date of the parties' request,:
- (i) the parties will refer the grievance to one of the arbitrators listed in clause 28.16 who has available dates within seventy-five (75) days from the date of the parties' request; and
- in the event that no arbitrator listed in clause 28.16(b) is able to offer a hearing date within that expanded timeframe:
- (ii) the parties agree to jointly select an arbitrator who has available dates within sixty (60) days of the date of the parties' original request;
  - (iii) in the event that no such arbitrator is identified by the parties, the parties agree to jointly select an arbitrator who has available dates within seventy-five (75) days of the date of the parties' original request; or
  - (iv) in the event that no such arbitrator is identified by the parties, the parties agree to jointly select an arbitrator who has available dates acceptable to the parties.
  - (v) If there is no arbitrator who has available dates acceptable to the parties, the party that requested this expedited procedure may either withdraw the request and the grievance shall then proceed to arbitration in accordance with clause 28.07(a), or that party may

request the Minister of Labour to appoint an arbitrator.

- (d) With respect to an arbitrator appointed pursuant to this clause:
  - (i) except as modified herein, have such powers and duties as are reflected in the grievance and arbitration provisions set out in the Collective Agreement and the *Fire Protection and Prevention Act, 1997*; and
  - (ii) be deemed to have the consent of the parties to mediate the dispute.
- (e) Except as modified above, the provisions of the grievance and arbitration provisions set out in the Collective Agreement shall apply to a proceeding under this Article.

DATE AGREED:	
 _____ For the Association	 _____ For the City
 _____ For the Association	 _____ For the City
_____ Date Signed Off	 _____ Date Signed Off



Oct 10/18

I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO

Article 38 – RECOVERY OF TRAINING COSTS

Delete Article 38 – RECOVERY OF TRAINING COSTS as follows:

Article 38  
RECOVERY OF TRAINING COSTS

~~38.01~~ The parties recognize that the training of recruits is a significant cost to the City and it is expected that new fire fighters will remain employed with the City for a reasonable period of time after they are trained. Therefore, any firefighter hired after the date of ratification who voluntarily terminates employment with Toronto Fire Services prior to completing five (5) years of service shall reimburse the City for the cost of training in the amount of \$16,000.00. This amount shall be reduced by the amount of service the fire fighter completes prior to voluntarily terminating employment, in accordance with the recovery schedule in Article 38.02.

~~38.02~~ The amount of training costs to be reimbursed pursuant to Article 38.01 shall be as follows:

- ~~(a) 100% of the cost of training if the employee leaves before completion of 18 months of service;~~
- ~~(b) 80% of the cost of training if the employee leaves after 18 months of service but before 30 months of service;~~
- ~~(c) 60% of the cost of training if the employee leaves after 30 months of service but before 42 months of service;~~
- ~~(d) 40% of the cost of training if the employee leaves after 42 months of service but before 54 months of service; and~~
- ~~(e) 20% of the cost of training if the employee leaves after 54 months of service but before 60 months of service.~~

~~38.03~~ The amount of reimbursement under article 38.02 shall be considered an amount to which the firefighter is indebted to the city and shall constitute liquid damages.

DATE AGREED: October 10, 2018

For the Association

For the City

For the Association

For the City

October 10, 2018

Date Signed Off

Oct 10/18

Date Signed Off

**I.A.F.F. LOCAL 3888  
AND  
CITY OF TORONTO**

**ARTICLE 56 – TORONTO FIRE SERVICES POLICY - STANDBY AND CALL-BACK PAY**

**Amend Article 56 – TORONTO FIRE SERVICES POLICY - STANDBY AND CALL-BACK PAY as follows:**

**Article 56**

**TORONTO FIRE SERVICES POLICY - STANDBY AND CALL-BACK PAY**

**Statement of Intent**

**56.01** Toronto Fire Services recognizes that no member of Local 3888 is required to be on standby or call-back at this time, except where provided for in legislation, or in this collective agreement as follows:

Employees in: Public Information and Media Communications section, Health and Safety section, EMS section, **Fire Investigators**, Mechanical Maintenance Division, Communications Division and Information and Communication Systems Division may be required to be available for work at times other than their regularly scheduled work hours and should be compensated when on standby or called back to work.

**The effective date for the inclusion of Fire Investigators is January 1, 2020.**

**56.02** In the future, any position which may require mandatory standby and/or call-back shall be negotiated by the parties.

**56.03** Definitions

**Standby pay:** Compensation that employees receive when they have been assigned to and are required to be on standby status, whether or not they are called into work.

**Call-back pay:** Compensation that employees receive when they are called back into work after they have left their work location or are called back to work on other than their regular work day. Call-back pay will not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift.

Employees "called back" to work and who do not qualify for a minimum of 4 hours overtime because it is in conjunction with their regular shift, shall be entitled the hours worked prior to their regular shift at the regular overtime rate and shall accrue 1 hour time owing to be taken off at the mutual convenience of the employee and the employer.

**Conditions**

Employees may be required to be on standby status:

- before or after their regularly scheduled hours, and/or,
- on a day when they are not scheduled to work.

If the Toronto Fire Services requires employees to be on standby status for call-back to work, the Fire Chief or his/her designate:

- must assign employees who volunteer to standby status, stating the dates and times that employees are required to be on standby
- where necessary, provide employees with either a pager or cell phone to facilitate contact.

An employee who is given a pager or cell phone is not automatically assigned to standby status.

Notwithstanding exceptional circumstances such as inclement weather or unforeseen traffic conditions, employees who are on standby status must be no further from their work sites than 1.5 hours travel time.

When employees are on standby, they will be required to leave home or the place where they are contacted and travel to work or some other site to deal with situations that require their presence.

Once contacted they will be covered as per WSIB policies. (No work from home)

Employees may be offered call back work even if they are not on standby status.

If contact cannot be made with an employee who is on standby status, that employee is ineligible for either standby or call-back pay for that period only.

### Safe Working Practices

The person who is called back to duty may make a request to the platoon chief or other such management representative for additional assistance to allow for safe working practices

### Salary & Benefits

Compensation for standby is paid. Compensation for call-back is paid or the employee may elect time off in lieu, subject to the overtime provisions of the collective agreement. There is no maximum on standby and call-back pay.

#### *Standby*

Employees on standby status are paid *one hour for every eight hours or less*, on a straight time basis.

In the event an employee is on standby and is called to work, he/she shall be paid a minimum of 3 hours at their normal overtime rate as per the Collective Agreement. Call-back pay for employees on stand-by will not be applicable to overtime hours worked in conjunction with an employees regular shift. Pay for work performed is counted from the time the employee arrives at the work site. Employees who are on stand-by and do not qualify for a minimum of 3 hours overtime because it is in conjunction with their regular shift, shall be entitled the hours worked prior to their regular shift at the regular overtime rate and shall not accrue 1 hour time owing.

#### *Call-back*

Employees called back to work are paid *a minimum of four hours* at their normal overtime rate as per the collective agreement.

Employees who have been called back between their regular shift shall have the option of completing their regular scheduled shift or any portion thereof (limited to 1.5 shifts) immediately following their completion of the call-back assignment. Employees may elect to choose not to complete their regular shift and have the overtime hours credited towards the required hours for the regular scheduled day.

**Employees who are contacted by phone for advice and/or assistance related to their duties, shall be paid a minimum of one (1) hour at 1.5 times the positions' normal rate of pay for calls addressed during their off-shift hours. Should additional calls be received and addressed within the same hour, starting from the time of the first call, the employee shall receive no more than the minimum one (1) hour at 1.5 times the positions normal rate of pay. For the first call only, which is less than 15 minutes in duration, there shall be no compensation, other than the regular standby pay.**

### Implementation

The Fire Chief or his designates will ensure that they assign employees to standby status through formal communication. They should communicate to other employees who normally carry pagers or cell phones that they are not automatically on standby status.



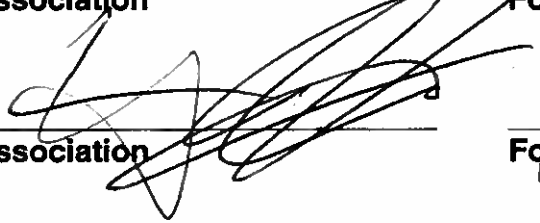
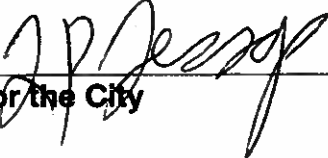
The Fire Chief or his designates are responsible for scheduling employees who volunteer for standby status on an annual basis. Such scheduling may be changed upon mutual agreement between the employees. Replacements must be able to perform the requirements of the job. Exchanges must be agreed to in writing on the form provided. Exchange forms must be completed and approved by the Fire Chief or his designate 48 hours prior to the exchange. In cases of emergency the Fire Chief or his designate can waive the 48 hour requirement. In extenuating circumstances, an employee may contact the Fire Chief or his designate and make a request that is not covered in the above. Said request will not be unreasonably denied.

Except where standby is a normal requirement of the job, standby shall be voluntary. In the event an employee accepts standby, he/she shall be available for work when contacted.

Call-backs and standby shall be distributed as equally as possible amongst those employees who are qualified and who normally perform the work. Call-backs and standby shall be on a voluntary basis.

The necessary overtime records will be made available for inspection by the employee or Local 3888 upon request.

Employees who have been on standby status and/or called into work must submit their compensation claims on designated forms for standby and call-back hours within 14 days.

DATE AGREED:	
 For the Association	 For the City
 For the Association	 For the City
Date Signed Off	Dec 5/2018 Date Signed Off

**SCHEDULE "C"**

**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** changes to the structure of the Analytics and Decision Support Division within Toronto Fire Services.

**WHEREAS** the Employer has established the Analytics and Decision Support Division within the current portfolio of Communications, Technology and Operational Performance that is separate and distinct from the Information and Communications Systems Division and the Communications (Call Taker/Dispatcher) Division.

**NOW THEREFORE** the Employer and the Association ("the parties") agree, on a without prejudice and without precedent basis, to the following:

**1. STRUCTURE AND COMPOSITION OF THE DIVISION**

The Analytics and Decision Support Division within Communications, Technology and Operational Performance shall be separate and distinct from the Information and Communications Systems Division (to be renamed Technology Division) and the Communications (Call Taker/Dispatcher) Division. The initial structure of the Analytics and Decision Support Division shall be as outlined in Appendix A. The L3888 staffing composition reporting to the Division Chief will initially be comprised of the following:

<b>Position Title</b>	<b>Number of Positions</b>
District Chief	One (1)
Captain	One (1)
Analyst	Four (4)

**2. STAFFING OF DIVISION**

The Analytics and Decision Support Division shall be staffed by current Association members who shall be moved from the Information and Communications Systems (Technology) Division to the Analytics and Decision Support Division. The Association member to be moved are:

<b>Employee Name</b>	<b>New Rank within Analytics and Decision Support Division</b>
Cindy Slade, Captain (Sr)	District Chief
Anthony Simpson Acting Captain (Sr)	Captain
Daniel Sacchetti	Firefighter 1 <sup>st</sup> Class
Patricia Morphet	Firefighter 1 <sup>st</sup> Class

The staff identified in section 2 who are to transfer over to the new Division are being placed in the above ranks on a without prejudice and without precedent basis. Upon agreeing to the transfer, Cindy Slade and Anthony Simpson shall be placed on probation for (1) one year effective the date they transfer to their respective ranks within the new Analytics and

Decision Support Division. During their probationary periods their performances shall be evaluated. Upon successful completion of their probationary periods they shall be confirmed in their respective ranks.

Transfer language as contained within Collective Agreement shall apply.

**3. HOURS OF WORK**

- (i) Five Day, 42 Hour, Work Week: Monday to Friday. Shifts commence at 8:00 am.
- (ii) The start times stated in this section may be changed by two hours upon mutual agreement between an employee and the Division Chief and subject to operational requirements.

Employees within the Analytics and Decision Support Division may be required to be available for work at times other than their regularly scheduled work hours. All Captains will be expected to perform the normal functions of the other Firefighters within the Division as well as the supervisory duties regularly associated with the rank of Captain.

**4. PROMOTIONAL PROCESS FOR CAPTAIN, ANALYTICS AND DECISION SUPPORT DIVISION**

**Frequency**

A competition for the rank of Captain will commence when it is likely that a promotional list will be exhausted. The Fire Chief may initiate a competition pursuant to the provisions set out below.

**Eligibility for Captain**

Eligibility to participate in the promotional process for Captain shall be in accordance with the following criteria:

- (a) a minimum of five (5) years of service with the Toronto Fire Services as of December 31<sup>st</sup> on the year of the competition, with at least two (2) years of service within Analytics and Decision Support Division;
- (b) a minimum of two (2) years of experience with data / statistical analysis, records management, or business analysis techniques, practices and tools within the past five (5) years;
- (c) successful completion of, or enrolment in, any relevant supplementary courses or an equivalent as may be determined by the Fire Chief acting reasonably, upon consultation with the Association; and
- (d) hold post-secondary degree or diploma in a quantitative discipline pertinent to the role such as mathematics, computer science, data science, geographical information systems, or business or equivalent combination of education and relevant experience working with Toronto Fire Services.

**The Employees identified in section 2 who are to transfer to the new Division will be grandfathered with respect to the above qualification 4 (d).**

The following combination of education, training and/or experience may be used as an acceptable alternative to the minimum post-secondary education requirement in (d):

<b><u>Years of Experience as an Analyst specializing in business intelligence, data, GIS or business analysis</u></b>	<b><u>Minimum Educational Requirement</u></b>
0 to less than 5 years	Hold a post-secondary degree (minimum 2 years) in a discipline pertinent to the role such as mathematics, data science, computer science, geographical information systems or business
5 or more years	Must hold a post-secondary degree or diploma (minimum 2 years) in other discipline and achieved training or professional certification in fields of data science, statistics, business intelligence, geographical information systems or business  Or Post-secondary certificate in quantitative discipline pertinent to the role such as data science, artificial intelligence, statistics, mathematics, computer science, geographical information systems or business.

**Notification**

The call to participate in the promotional process shall be posted in the work locations six (6) months prior to the written examination date where practicable. An applicant must personally submit the application to compete at least two (2) months prior to the written examination date, at which time he or she shall receive support materials as necessary and the required terms of reference, citing study materials. The Oral and Practical exams, if required, will be scheduled after the written exam is completed.

The Oral and Practical components of the competition, if required, will be completed within one hundred and twenty (120) calendar days after the written examination is completed.

Subject to operational requirements, applicants scheduled to be on duty at the time of the written examination, oral, or practical components, will receive time off. If a substitute is required, the individual will have to arrange for one for the day of the exam. The substitute shall be paid his/her regular rate for the shift by the City, or shall receive an alternate day off. The alternate day off shall be selected first from the open time within their group, then from open time within their division.

In the event no internal candidates from Analytics and Decision Support Division are eligible or successful, the position will be re-posted with eligibility expanded to anyone within the Toronto Professional Fire Fighters Association meeting experience and education eligibility requirements as defined above.

**Examination and Passing Grade**

The written examination will normally be held for all eligible applicants on the same day, subject to operational requirements. Applicants must achieve at least 75% in the written



examination to qualify to participate in the Oral and Practical components of the competition, if applicable, and achieve 75% overall.

To qualify for placement on the Promotional List, applicants must achieve 75% in each of the Oral and Practical components, where applicable. Applicants who fail any one of the minimum percentages specified above will not be placed on the Promotional List.

For those who qualify for placement on the Promotional List, all the marks shall be calculated into a final mark based on the weightings below.

In a two component process the weightings will be as follows:

(i.) Written Examination	40%
(ii.) Oral or Practical	60%

In each of the components the final component marks will be rounded to the nearest whole number (up or down) for purposes of determining pass/fail. The actual, not rounded, final component marks will be totaled to reach an aggregate mark. The aggregate mark will be rounded to the nearest whole number (up or down) to determine pass/fail.

An Association representative may be present as an observer during the written examinations and Oral and Practical components. The representative shall have no role in the process and his/her absence shall not delay any examination or component.

#### Placement on the Promotional List – List Type "B"

For those who have achieved mark of 75% or greater, placement on the promotional list will be determined according the following ranked seniority bands, from A to D, based on highest score within each seniority band:

- A: 20 years of service and higher
- B: 15 up to 20 years of service
- C: 10 up to 15 years of service
- D: 5 up to 10 years of service

#### Acting

All Captains in the Analytics and Decision Support Division who have Firefighters assigned to them, shall have a First Class Firefighter from the Division qualified to act in the capacity of a Captain assigned to them. These Firefighters shall cover the "regular acting role" when the permanent Captain is absent.

Other acting roles will be filled by using the Promotional List to identify the highest standing actor who is at work and available.

#### Promotion to Captain

Promotion to the next permanent vacancy of Captain in the Analytics and Decision Support Division will be based on the Promotional List, provided there has been satisfactory performance in an acting role. All employees acting as Captain shall have their performance formally evaluated annually.

**5. PROMOTIONAL PROCESS FOR DISTRICT CHIEF, ANALYTICS AND DECISION SUPPORT DIVISION**

**Frequency**

A competition for the rank of District Chief will commence as required. The Chief may initiate a competition pursuant to the provisions set out below.

**Eligibility for District Chief**

Eligibility to participate in the promotional process for District Chief shall be in accordance with the following criteria:

- (a) must be a Captain or qualified to act as a Captain within the Analytics and Decision Support Division;
- (b) a minimum of four (4) years of experience with data / statistical analysis, records management, business analysis, quality improvement techniques, practices and tools within the past five (5) years, which must be contained in employee's resume;
- (c) successful completion of, or enrolment in, any relevant supplementary courses or an equivalent as may be determined by the Fire Chief acting reasonably, upon consultation with the Association; and
- (d) hold a bachelor's degree in a quantitative discipline pertinent to the role such as mathematics, computer science, geographical information systems or equivalent combination of education and relevant experience, which must be contained in employee's resume.

Employees identified in section 2 who are to transfer to the new Division will be grandfathered with respect to the above qualification 5(c).

The following combination of education, training and/or experience may be used as an acceptable alternative to the minimum post-secondary education requirement in (d):

<b><u>Years of Experience as an Analyst specializing in business intelligence, data, GIS or business analysis</u></b>	<b><u>Educational Requirement</u></b>
0 to less than 5 years	Must hold a bachelor's degree in a discipline pertinent to the role such as mathematics, computer science, geographical information systems.
5 or more years	Must hold post-secondary diploma (minimum 2 years) in a discipline pertinent to the role such as mathematics, computer science, data science, geographical information systems. Or Holds a bachelor's degree in other discipline such as business

### Notification

The call to participate in the promotional process shall be posted in the work locations a minimum of 30 days prior to the interview. An applicant must personally submit the application and resume to compete on or before 4:30 p.m. the closing date of the posting.

Subject to operational requirements, applicants scheduled to be on duty at the time of the Interview will receive time off. If a substitute is required, the individual will have to arrange for one for the day of the assessment. The substitute shall be paid his/her regular rate for the shift by the City, or shall receive an alternate day off. The alternate day off shall be selected first from the open time within their group, then from open time within their division.

### Examination and Passing Grade

The interview will normally be held for all eligible applicants on the same day, subject to operational requirements. To qualify for placement on the promotional list, applicants must achieve an interview score of at least 75%.

An Association representative may be present as an observer during the interview. The representative shall have no role in the process and his/her absence shall not delay any examination or component.

### Placement on the Promotional List - List Type "B"

The Promotional List will be in place for two years from its implementation. For the purpose of order of placement on the promotional list only, one (1) additional mark will be added to the overall mark (interview score) for each completed year of service as of the date of the job posting. Partial years will be prorated (1/12<sup>th</sup> of a mark for each completed month) to arrive at a final overall mark. Individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark at the top of the list.

In case of a Tie:

In the event that two or more candidates have an identical final overall mark using the method outlined above, then the order of the ranking for the tied candidates will be determined as follows:

- (a) The most senior individual will be given the higher placement on the list;
- (b) In the event that they have the same seniority, the person with the highest overall mark in the interview will be given the higher placement on the list; and,
- (c) In the event that they have the same overall mark in the interview, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

### Acting

The District Chief in the Analytics and Decision Support Division shall have a Captain qualified to act from within the Division in the capacity of a District Chief assigned to them. The Captain shall cover the "regular acting roles" when the permanent District Chief is absent.

Other acting roles will be filled by using the Promotional List to identify the highest standing actor who is at work and available.

Promotion to District Chief

Promotion to the next permanent vacancy of District Chief in the Analytics and Decision Support Division will be based on the Promotional List provided there has been satisfactory performance in an acting role. All employees acting as District Chief shall have their performance formally evaluated annually.

6. ACTING AS DISTRICT CHIEF WITHIN INFORMATION AND COMMUNICATIONS SYSTEMS DIVISION (TECHNOLOGY DIVISION)

Captains who are qualified to act as District Chiefs will be allowed to act in accordance to the attached policy.

7. CONSULT WITH ASSOCIATION



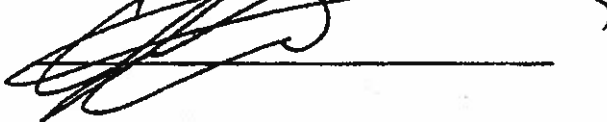
Due to the specialized nature of the work, the parties agree that for any promotional process outlined in this MOA, should there be no successful internal candidates, Toronto Fire Services shall meet with the association to review the results prior to next steps.

This Memorandum of Agreement is an interim agreement between the parties pending the outcome of the negotiations which may be revised upon mutual agreement of the parties at negotiations.

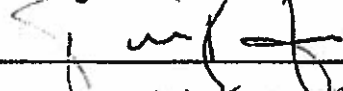
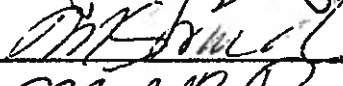
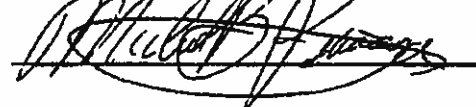
This Memorandum of Agreement is without prejudice and without precedent to either party to the Collective Agreement.

Dated the 6<sup>th</sup> day of April, 2018.

For the Association:

  
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For Management:

  
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**Toronto Fire Services Policy**

**Subject: Acting as District Chief with Technology Division**

District Chiefs within each Section shall have a Captain qualified to act as District Chief when absent. The Acting District Chief shall cover the regular duties when the permanent District Chief is absent.

To become qualified to act as District Chief, Captains must enrol and successfully complete the curriculum specified under the *Transition to Supervisor Program* offered by the City within one year.

Captains who become qualified to act as District Chiefs must still compete for a Permanent District Chief position when it becomes available.

March 8, 2018

Association:

F. [Signature]

[Signature]

Management:

[Signature]

M. Strand L.

## **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")**

### **Joint PD&T/Operations Review Steering Committee**

1. The Parties agree to establish a Joint PD&T/Operations Review Steering Committee and meet within thirty (30) days of ratification. The Committee will be comprised of eight (8); four (4) representing TFS Management, as designated by the Fire Chief, and four (4) representing the Association, as designated by the President of Local 3888. The Joint Review Steering Committee shall meet at the request of either party.
2. The purpose of the Joint PD&T/Operations Review Steering Committee will be to meet, discuss, review and develop recommendations on all aspects of the TFS delivery deployment model for professional development and training and Technical Operations Division, including, but not limited to, the operation of the Shift Training Instructor and the Associate Recruit Training Instructor programs, and the splitting of a stand-alone Technical Operations Division which encompasses; CBRNE, HUSAR, Public Safety, and from the Operations Division the ; Marine Unit, Squads and Haz Mat.
3. The parties agree to discuss grievances F17-80-14, F18-52-09, F18-72-19, which will remain in abeyance, pending resolution of each.
4. 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 Hours of Work/Scheduling Review Steering Committee.
5. The duties of Joint PD&T/Operations Review Steering Committee shall include, but not be limited to:
  - a. Reviewing the current organizational structure, development and deployment of training, specialized operations apparatus (i.e. Marine Unit, Squads and Haz Mat), technical operations and related language in the collective agreement and making recommendations that address issues including but not limited to:
    - i. The splitting of a stand-alone Technical Operations Division, which includes the supervision and deployment of all technical operations staff and equipment;
    - ii. The development of training standards and programs and deployment models to facilitate the achievement of these standards;

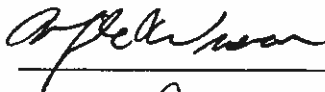
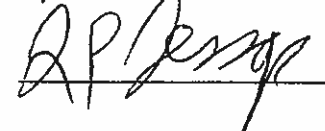
- ii. The development of training standards and programs and deployment models to facilitate the achievement of these standards;
  - iii. The development of qualifications for both PD&T and Technical Operations staff and associated selection processes;
  - iv. A process to maintain Operational apparatus in service;
  - v. Determining the process for the transition to the recommended organizational structure and deployment models;
  - vi. Ensuring that any 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 models in standards and deployment models to improve the current TFS service levels.

**Recommendations of the Joint PD&T/Operations Review Steering Committee:**

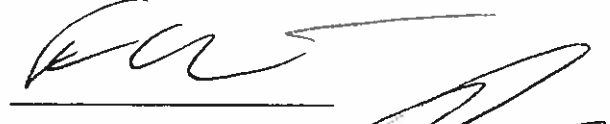

- 6. The Joint PD&T/Operations Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.
- 7. Upon completion of this work, but no later than six (6) months from the date of ratification, the Joint PD&T/Operations Review Steering Committee 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.
- 8. In the event that the PD&T/Operations 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.
- 9. Failing resolution at the Joint PD&T/Technical PD&T/Operations Review Steering Committee, the Parties will implement a mutually agreed to dispute resolution process.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:

For the Association:

**LETTER OF INTENT**

**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 8 – Pay cycle Harmonization**

**Joint Pay cycle Harmonization Review Steering Committee**

1. The Parties agree to establish a Joint Pay cycle Harmonization Review Steering Committee to meet, discuss, review, and propose revisions with respect to implementing a new pay cycle for all employees within TFS Divisions. The Joint Pay cycle Harmonization Review Steering Committee may assign working groups to support these efforts on an as-required basis.
2. Within thirty (30) days of ratification the Joint Pay cycle Harmonization Review Steering Committee shall be established and shall meet at the request of either party, but the first meeting shall be no later than sixty (60) days after ratification.
3. The Joint Pay cycle Harmonization Review Steering Committee shall be composed of up to four (4) representatives from the Executive of the Association, one (1) representative from Toronto Fire Services, two (2) representatives from Pensions, Payroll & Employee Benefits, and one (1) representative from Employee & Labour Relations.
4. 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 Pay cycle Harmonization Review Steering Committee.

**Scope of the Joint Pay cycle Harmonization Review Steering Committee:**

5. The purpose of the committee will be to review and assess the manner in which the payroll service delivery for Firefighters can be harmonized with the rest of the City.
6. The duties of the Joint Pay cycle Harmonization Review Steering Committee shall include, but not be limited to:
  - a. Reviewing all the transition issues resulting from amending the current pay system for Fire Fighters from a pay to date system to a pay system similar to the pay system currently in place for all other City of Toronto Employees, and making recommendations that address issues including but not limited to:



- i. The financial impact on employees for each of the different shift schedules;
  - ii. The appropriate timing for the transition to the new pay cycle;
  - iii. The potential options available to employees in aligning their pay with the new pay cycle;
  - iv. Ensure transparency with regard to harmonization issues with all the various forms of payment such as, by way of example, WSIB, overtime, acting pay, etc.
- b. Identifying the need to establish working groups to develop and make recommendations related to the transition issues and for the preparation of the communication material to educate employees and provide them with the options available to address the financial impacts.

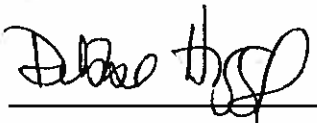
**Recommendations of the Joint Pay cycle Harmonization Review Steering Committee:**

7. The Joint Pay cycle Harmonization Review Steering Committee shall work diligently to resolve any differences.
8. No later than six (6) months from the date of ratification, the Joint Pay cycle Harmonization Review Steering Committee shall jointly make written recommendations for the timing and communication of the implementation to the Director, Pension, Payroll & Employee Benefits and the President of Local 3888 for consideration.
9. In the event that the Joint Pay cycle Harmonization Review Steering Committee reaches an impasse on any issue, the issue will be brought to the Director, Pension, Payroll & Employee Benefits and the President of Local 3888 as a priority item for resolution.
10. It is understood that the implementation of the Pay cycle Harmonization will not impact the occurrence and frequency of the twenty seven (27) pays.
11. Failing resolution at the Joint Pay cycle Harmonization Review Steering Committee, the Parties will implement a mutually agreed to dispute resolution process.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:

  
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For the Association:

  
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**LETTER OF INTENT**

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

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

**- AND -**

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

**RE: Stores Consolidation**


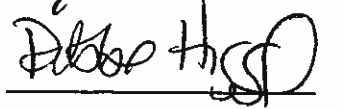
1. The Parties agree that the Toronto Fire Services (TFS) Quartermaster Section is identified to undergo consolidation with the Purchasing and Materials Management (PMMD) stores, in accordance with the Supply Chain Transformation Program (Materials Management Refresh).
2. The Employer agrees that all Local 3888 employees in positions within the current TFS Quartermaster Section, at the time of consolidation, referred to in paragraph one, will have their employment protected within the Local 3888 bargaining unit. For clarity, all Local 3888 employees within the Quartermaster section will remain within TFS, and be reassigned to roles at a comparable wage grade.
3. The Parties agree to establish a Joint Stores Consolidation Review Committee and meet within thirty (30) days of ratification. The Committee will be comprised of eight (8) members; two (2) members representing Corporate PMMD, two (2) members representing TFS, as designated by the Fire Chief, and four (4) members representing the Association, as designated by the President of Local 3888.
4. The purpose of the Joint Stores Consolidation Review Committee will be to:
  - a. Meet, discuss and review the Purchasing & Materials Management Division's (PMMD) Supply Chain Transformation, Materials Management Refresh.
  - b. Review the operational needs of TFS to ensure they are met after the consolidation has taken place.
  - c. Consider the proposed implementation issues and time schedule and provide input as applicable.
  - d. To provide a forum for discussion regarding the transition of impacted Local 3888 employees with regard to all Collective Agreement rights, including wages, benefits and working conditions.
  - e. Review all current modified work opportunities and identify any enhancements to the modified work program, including any possible new modified work opportunities. The Parties agree that the Modified Work Committee, as referenced in Article 58 of the Collective Agreement, will be utilized to assist in this endeavour.
  - f. Review the results of the Operations 24-hour modified program in order to make any

adjustments necessary to make the program permanent.

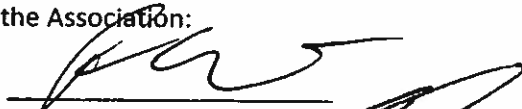

5. Each Association Representative shall suffer no loss of pay, benefits or service and seniority during the employee's regular working hours for time spent working on the Joint Stores Consolidation Review Committee.
6. The Association agrees that it will not file a grievance under Article 47 (Contracting Out) in reference to the consolidation referenced in paragraph 1.
7. Failing resolution of matters raised in this letter, the parties will implement a mutually agreed upon dispute resolution process to resolve these issues, or in the alternative, the Association may, subject to paragraph 7, exercise its rights as per Article 28 of the Collective Agreement.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:

  
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For the Association:

  
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**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 19 – Acting Rank – Payment Methodology**

**The Joint Acting Pay Review Steering Committee**

1. The Parties agree to establish a Joint Acting Pay Review Steering Committee to meet, discuss, review, and make recommendations with respect to the potential of implementing a new methodology for the payment of Acting Pay for all employees within TFS Divisions. The Joint Acting Pay Review Steering Committee may assign working groups to support these efforts on an as-required basis.
2. The Committee will also investigate the various acting positions becoming a permanent promotion.
3. Within ninety (90) days of ratification the Joint Acting Pay Review Steering Committee shall be established and shall meet at the request of either party, but the first meeting shall be no later than one hundred and twenty (120) days after ratification. The goal of the Committee shall be to have recommendations that can be implemented by January 1, 2020.
4. The Joint Acting Pay Review Steering Committee shall be composed of up to four (4) representatives from the Executive of the Association, two (2) representatives from Toronto Fire Services, one (1) representatives from Pensions, Payroll & Employee Benefits, and one (1) representative from Employee & Labour Relations.
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 Acting Pay Review Steering Committee.
6. The duties of the Joint Acting Pay Review Steering Committee shall include, but not be limited to:
  - a. Reviewing all issues resulting from the current administration of Acting Pay, and making recommendations that address issues including but not limited to:
    - i. The employer's concerns with the inefficiencies with the current administration;


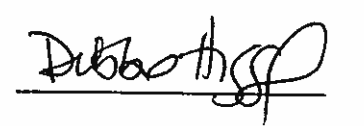
- ii. The employee's concerns with the lack of transparency and inability to easily determine if they have been paid correctly;
- b. Identifying the need to establish working groups to conduct research and/or review, develop and make recommendations related to external methodologies that would improve the administration for TFS.
- c. Making recommendations regarding changes to the administration of Acting Pay and collective agreement language.

**Recommendations of the Joint Acting Pay Harmonization Review Steering Committee:**



- 7. The Joint Acting Pay 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, but no later than October 31, 2019, the Joint Acting Pay 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 Acting Pay Review Steering Committee reaches an impasse on any issue, the issue will be brought to the Joint Labour Management Committee.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:

For the Association:

## MEMORANDUM OF AGREEMENT

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

**THE CITY OF TORONTO**

**(The "Employer")**

**- AND -**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL 3888**

**(The "Association")**

### **Fire Fighter Exchange Program –Three (3) Fire Fighter Exchange Pilot Program**

1. The Parties agree to develop and subsequently implement a program document for a three (3) Fire Fighter Exchange Pilot Program.
2. It is understood that the administration of the Pilot Program is not the responsibility of TFS.
3. It is further understood that the Fire Fighter Exchange Program document must be approved by both Parties prior to any exchanges being implemented, including the satisfactory resolution of all outstanding procedural and legal concerns identified by the Employer and the Association.
4. Following the completion of the third exchange, the pilot program will be completed, and the parties will meet to review the results and outcomes of the Pilot Program and determine if they will continue the program.
5. The Employer, through Toronto Fire Services ("TFS") and the Association (the "Parties") agree that the Letter of Agreement – Fire Fighter Exchange Program is removed from the collective agreement and all grievances relating to the Fire Fighter Exchange Program are fully and finally withdrawn once this pilot program is completed.

### **The Joint Fire Fighter Exchange Program Review Committee**

6. Within thirty (30) days of ratification, the Parties agree to establish a Joint Fire Fighter Exchange Program Review Committee (the "Review Committee"). The Review Committee will be composed of six (6) members; three (3) members representing TFS, as designated by the Fire Chief; and three (3) members representing the Association, as designated by the President of Local 3888. The Review Committee shall meet at the request of either Party.
7. The purpose of the Review Committee will be to meet, discuss, review, and develop a revised Pilot Program that will be recommended to the Fire Chief and President of the Association for approval within ninety (90) days of the establishment of the Committee.

8. 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 Review Committee.

**Scope of the Joint Fire Fighter Exchange Program Review Committee:**



9. The duties of the Review Committee shall include, but not be limited to:
  - a. Development of a Fire Fighter Exchange Program document (the "Program document") that includes, but is not limited to, the following items:
    - i. Establishing the purpose and anticipated value of the Pilot Program;
    - ii. Identification of the intended outcomes of the Pilot Program, including research and reporting initiatives such as specific firefighting techniques, policies & procedures, equipment, training standards and programs etc.
    - iii. Identify solutions that address all identified City liabilities and legal concerns;
    - iv. The development of the mandatory pre-requisite training standards and qualifications for employees (City and Exchange employee) to participate in the Pilot Program as well as the required training and certifications required to be completed prior to the exchanging Fire Fighters being assigned to a crew;
    - v. Establishing the necessary authority to approve the Pilot Program and the individual exchange contracts;
    - vi. Identifying the applicable City policies and procedures and ensure the Pilot Program is in compliance with each;
    - vii. Considering the countries and or Cities to be included in the Pilot Program;
    - viii. Ensuring the Pilot Program provisions are consistent with applicable standards and legislation including but not limited to CFAI, NFPA and the Occupational Health and Safety Act, etc.;
    - ix. Identifying the methods by which the value of the Pilot Program will be assessed;
    - x. Identifying the deliverables that will be required of both exchanging Firefighters upon completion of their respective exchanges;
  - b. Identification and establishment of working groups as required to conduct research and/or review, develop and make recommendations with regard to the development of this Pilot Program, including receiving legal advice where required.
  - c. Identification of a suitable process for employees interested in participating in the Pilot Program, including, but not limited to; how candidates apply to the Pilot Program, what the forms look like for the application procedure, how the candidates are selected, who gets to select the candidates whose applications will be recommended for approval by the Fire Chief who will have final approval of the candidate's participation in the Pilot Program, which approval shall not be unjustly withheld).
  - d. Development of the contracts and related documentation to be signed by the participants in the Pilot Program.

**Recommendations of the Review Committee:**

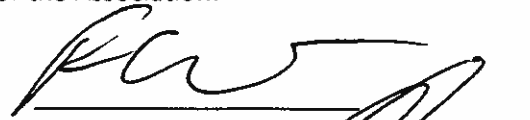

10. The Review Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.
11. In the event that the Review Committee reaches an impasse on any issue, the issue will be brought to the Joint Labour Management Committee as a priority item for resolution.
12. Upon the Review Committee's completion of its duties, as described in paragraph 10, it shall jointly submit the Program document, contracts and related documentation to the Fire Chief and the President of Association for their consideration and approval. Each Party shall be required to approve of the Program document, contracts and related documentation through their respective approval processes. In the event that either Party does not approve of any of the Program document, contracts or related documentation the Pilot Program shall terminate.
13. In the event that the Parties approve the Program document, contracts and related documentation, the Fire Fighter Exchange Program shall continue in accordance with the provisions of the Program document.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:

For the Association:



**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")**

hereinafter referred to as "the Parties"

**Regarding Article 9 Hours of Work/Scheduling in Community Risk Reduction Sections, within Fire Prevention**

1. The Parties agree to establish a Joint Hours of Work/Scheduling Review Steering Committee within thirty (30) days of ratification. The Committee will be comprised of six (6) members; three (3) members representing TFS Management, as designated by the Fire Chief; and three (3) members representing the Association, as designated by the President of Local 3888.
2. The purpose of the Joint Hours of Work/Scheduling Review Steering Committee will be to meet, discuss, review and propose revisions with respect to implementing a new Hours of Work and Scheduling process applicable to Community Risk Reduction sections within Fire Prevention. The Joint Hour of Work/Scheduling Review Steering Committee may assign working groups to support these efforts on an as-required basis.
3. The Parties agree that the execution of this Memorandum of Agreement satisfactorily addresses the specific issues provided herein relating to Hours of Work currently before the parties in bargaining and that those issues may not be referred to arbitration through the bargaining process outside of this Memorandum of Agreement;
4. 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 Hours of Work/Scheduling Review Steering Committee.

**Scope of the Joint Hours of Work/Scheduling Review Steering Committee:**

5. Areas of review by the Joint Hours of Work/Scheduling Review Steering Committee shall include, but not be limited to:
  - a. Reviewing the current Hours of Work/Scheduling and related language in the collective agreement and making recommendations that address issues including the service levels

in all Community Risk Reduction Sections, including Inspections, Public Education and Fire Investigations;


- b. Identifying a suitable process whereby TFS personnel are assigned shift schedules and hours of work;
- c. Making recommendations regarding changes to the current hours of work and collective agreement language.

**Recommendations of the Joint Hours of Work/Scheduling Review Steering Committee:**

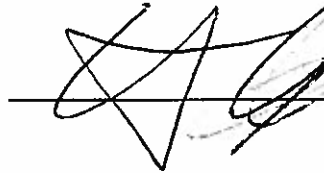
- 6. The Joint Review Steering Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.
- 7. No later than six (6) months from the date of ratification, the Joint Review Steering Committee shall jointly make written recommendations to the Fire Chief and the President of Local 3888 for consideration. Approval by the Parties shall be subject to their respective approval processes.
- 8. In the event that the Joint Review Steering Committee reaches an impasse on any issue, the issue will be brought to the Joint Labour Management Committee.

Dated at City of Toronto, this 5th day of December, 2018.

For the City Of Toronto:



For the Association:



## MEMORANDUM OF AGREEMENT

B E T W E E N:

THE CITY OF TORONTO  
(The "Employer")

- AND -

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

### **Joint Benefits Review Steering Committee**

1. The Parties agree to establish a Joint Benefits Review Steering Committee immediately following the conclusion of the benefits arbitration process currently underway before Arbitrator Sheehan. The Committee will be comprised of eight (8) members; two (2) representing PPEB, one (1) representing E&LR and one (1) representing TFS Management, as designated by the Fire Chief, and four (4) representing the Association, as designated by the President of the Association. The Joint Review Steering Committee shall meet at the request of either party.
2. The purpose of the Joint Benefits Review Steering Committee will be to meet, discuss, review and develop recommendations on a comprehensive review, including a review of alternative approaches in plan design, of the benefits plan for Local 3888. The review will include the support of a mutually agreed upon external benefits consultant, paid for by the Employer and selected using the Employer's Procurement Process through an evaluation committee that will incorporate representation of the Association.
3. 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 Benefits Review Steering Committee.

### **Scope of the Joint Benefits Review Steering Committee:**

4. The duties of Joint Benefits Review Steering Committee shall include, but not be limited to:
  - a. Reviewing the current benefit plan and related language in the collective agreement and making recommendations that address issues including but not limited to:
    - i. An analysis of the current expenditures and trends in order to identify issues, gaps and challenges with the current benefits plan and plan design and identify opportunities to achieve better health outcomes for employees;
    - ii. A review of benchmarking information for comparable benefit plans;
    - iii. A review and consideration of programs (e.g. a Preferred Provider Network), innovative health management solutions, and wellness approaches; and
    - iv. A review of joint programs to educate employees on consumer behaviour.

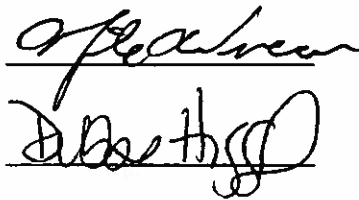
- b. Identifying the need to establish working groups to conduct research and/or review, develop and make recommendations related to alternative approaches and plan design; and
- c. Reporting on the outcome of their work by not later than the date identified in paragraph 6, below.

**Recommendations of the Joint Benefits Review Steering Committee:**

- 5. The Joint Benefits Review Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences. The parties agree that Committee disputes, related to the operation of this joint Committee, shall not form the basis for any grievance.
- 6. Upon completion of this work, but no later than eighteen (18) months from the date of the Committee's first meeting, the Joint Benefits Review Steering Committee shall jointly make written recommendations to the Director, PPEB, Director of E&LR and the President of Local 3888 for consideration, which could result in changes, subject to the respective approval processes of each party, and in the absence of agreements will form the basis for future collective bargaining proposals.

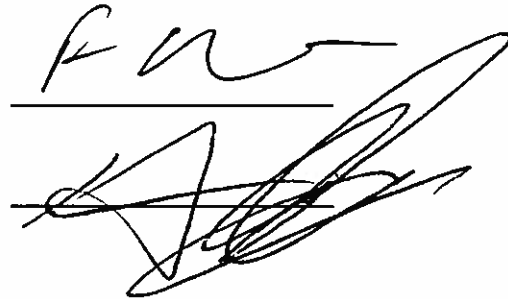
Dated at City of Toronto, this 5th day of December, 2018.

For the City of Toronto:



Two handwritten signatures in black ink, one above the other, both underlined.

For the Association:



Two handwritten signatures in black ink, one above the other, both underlined.

## MEMORANDUM OF AGREEMENT

B E T W E E N:

THE CITY OF TORONTO  
(The "Employer")

- AND -

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

### **Vacation & Lieu Day Selection Review Steering Committee**

1. The Parties agree to establish a Joint Vacation & Lieu Day Selection Review Steering Committee and meet within thirty (30) days of ratification. The Committee will be comprised of six (6) members; three (3) members representing TFS Management, as designated by the Fire Chief, and three (3) members representing the Association, as designated by the President of Local 3888. The Joint Review Steering Committee shall meet at the request of either party.
2. The purpose of the Joint Review Steering Committee will be to meet, discuss, review, revise and develop recommendations on all aspects of each of the Divisions' vacation & lieu day selection policies.
3. In addition to the establishment of the Joint Review Committee identified below, the parties agree that the "Restricted Periods For Vacations" as identified in Attachment B of the collective agreement, will be eliminated as follows:
  - (i) The number of restricted periods will reduced by one-half (1/2) in the 2019 Vacation & Lieu Day Selection Process for 2020 vacation periods; and
  - (ii) The remaining number of restricted periods will eliminated in the 2020 Vacation & Lieu Day Selection Process for 2021 vacation periods.
4. 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 Hours of Work/Scheduling Review Steering Committee.

### **Scope of the Joint Vacation & Lieu Day Selection Review Steering Committee:**

5. The duties of the Joint Vacation & Lieu Day Selection Review Steering Committee shall include, but not be limited to:
  - a. Reviewing the current vacation & lieu day selection and related language in the collective agreement and making recommendations that address issues including:

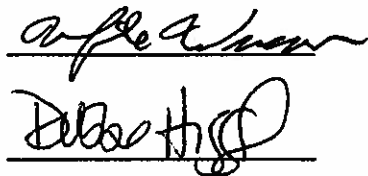
- i. The appropriate staffing baseline per location and across the Division for planned absences to ensure the required service levels are maintained;
  - ii. Alternative selection process methodology, to ensure the appropriate staffing baseline is maintained;
  - iii. The review of alternatives referred to in (ii) will include consideration of the removing the requirement to select at least two (2) vacation periods with the Tuesday shift;
  - iv. Employees who are sick re-scheduling the vacation at a later date;
  - v. Moving from a vacation weeks system to a vacation credits system;
- b. Identifying the need to establish working groups to conduct research and/or review, develop and make recommendations related to external models in standards and deployment models to improve the current TFS service levels.
  - c. Identifying a suitable process to implement the recommended changes in the 2019 Vacation & Lieu Day Selection Process for 2020 vacation periods;
  - d. Making recommendations regarding changes to the applicable vacation and sick pay (where there is reference to vacation) language within the collective agreement.

**Recommendations of the Joint Vacation & Lieu Day Selection Review Steering Committee:**

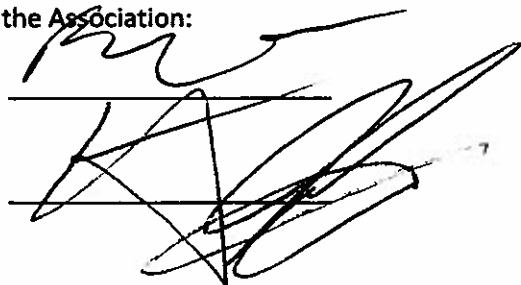
6. The Joint Vacation & Lieu Day Selection Review Steering Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.
7. Upon completion of this work, but no later than July 15, 2019 (to be implemented in the 2019 Vacation & Lieu Day Selection Process for 2020 vacation period), the Joint Vacation & Lieu Day Selection 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.
8. In the event that the Joint Vacation & Lieu Day Selection Review Steering Committee reaches an impasse on any issue, the issue will be brought to Joint Labour Management Committee as a priority item for resolution.

Dated at City of Toronto, this 5th day of December, 2018.

For the City of Toronto:

  
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For the Association:

  
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## MEMORANDUM OF AGREEMENT

B E T W E E N:

THE CITY OF TORONTO  
(The "Employer")

- AND -

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

### The Joint Wellness & Fitness Initiative Committee

1. The Parties agree to establish a Joint Wellness Fitness Initiative Committee (the "Committee") within ninety (90) days of ratification. The Committee will be comprised of eight (8) members; four (4) members representing TFS Management, as designated by the Fire Chief; and four (4) members representing the Association, as designated by the President of Local 3888. The TPFFA will designate a Co-Chair and Management will designate a Co-Chair.
2. The purpose of the Committee will be to meet, develop, discuss, review, research and to make recommendations for implementing and maintaining a Toronto Fire Wellness Fitness Initiative, which shall be based upon the IAFF/IAFC Wellness Fitness Initiative and other best practices, where applicable. It shall strive to include physical, behavioural and mental health components, for all employees of Toronto Fire Services, adhering to the Five Components of the Wellness Fitness Initiative:
  - i. Medical Evaluations;
  - ii. Physical fitness;
  - iii. Medical/fitness/injury rehabilitation;
  - iv. Behavioral health;
  - v. Data collection and reporting.
3. 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 Committee.

### Scope of the Joint Wellness & Fitness Initiative Committee

4. Areas of review that the Committee will work toward making shall be based upon the objectives of the IAFF/IAFC WFI program. Specifically to meet these objectives the committee must:
  - a. Identify, evaluate and recommend actions on all matters pertaining to the implementation, training programs, and maintenance of the Toronto Fire Wellness – Fitness Initiative.

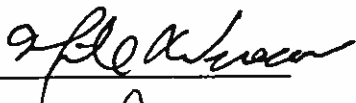

- b. Consult and strategize with TPFFA and TFS subject matter experts on issues pertaining to the implementation and maintenance of the Toronto Fire Wellness – Fitness Initiative Program.
- c. Identify the overall budget required to adequately operate the program, and the funding arrangements between the City and Local 3888.
- d. Develop the recommendations and Terms of Reference for a permanent Joint Wellness & Fitness Initiative Committee.

**Recommendations of the Joint Wellness & Fitness Initiative Committee**


- 5. The Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.
- 6. Upon completion of this work, but no later than (ENTER DATE), the Committee shall jointly make written recommendations in the form of a business case to the Fire Chief, and the President of Local 3888 for consideration and response. Approval by the Parties shall be subject to their respective approval processes including annual budget considerations.
- 7. In the event that the Joint Review Steering Review Committee reaches an impasse on any issue, the issue will be brought to the Joint Labour Management Committee.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City Of Toronto:

  
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For the Association:

  
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## MEMORANDUM OF AGREEMENT

BETWEEN:

THE CITY OF TORONTO  
(The "Employer")

-AND-

THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL 3888  
{The "Association"}

### **Regarding Article 9 Hours of Work – 9.07 Communications Division**

1. The Parties agree to establish a Joint Communications Division Hours of Work Review Steering Committee within ninety (90) days of ratification. The Committee will be comprised of six (6) members; three (3) members representing TFS Management, as designated by the Fire Chief; and three (3) members representing the Association, as designated by the President of Local 3888.
2. The purpose of the Joint Communications Division Hours of Work Review Steering Committee will be to meet, discuss, consult, and research available information, and determine options available to address staffing issues to maintain service levels within the Toronto Fire Service's Communications Division.
3. 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 Communications Division Hours of Work Review Steering Committee.

### **Scope of the Joint Communications Division Hours of Work Review Steering Committee:**

4. Areas of review by the Joint Communications Division Hours of Work Review Steering Committee shall include, but not be limited to:
  - a. Reviewing the current Hours of Work and related language in the collective agreement and making recommendations that address issues including:
    - i. the current service levels in the Communications Division;
    - ii. identifying options to address staffing issues where employees are not available to maintain service levels.

### **Recommendations of the Joint Communications Division Hours of Work Review Steering Committee:**

5. The Joint Review Steering Committee shall operate on the basis of consensus decision making and shall work diligently to resolve any differences.
6. No later than six (6) months from the date of ratification, the Joint 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.

7. In the event that the Joint Review Steering Committee reaches an impasse on any issue, the issue will be brought to the Joint Labour Management Committee.

Dated at City of Toronto, this 5<sup>th</sup> day of December ~~November~~, 2018.

For the City of Toronto:

*[Handwritten Signature]*  
*[Handwritten Signature]*

For the Association:

*[Handwritten Signature]*  
*[Handwritten Signature]*

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

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

**-AND-**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,**  
**LOCAL3888**  
**(The "Association")**

**REGARDING** the creation of a new Fire Investigations Division within Toronto Fire Services;

**WHEREAS** the Employer wishes to create a new Investigations Division within Fire Prevention that is separate and distinct from the Fire Prevention - Inspections Division and the Fire Prevention - Public Education Division:

**NOW THEREFORE** the Employer and the Association ("the parties") agree, on a without prejudice and without precedent basis, to the following:

**1. CREATION OF NEW INVESTIGATIONS DIVISION**

Effective the date of the signing of this Memorandum of Agreement (MOA), a new Division within Fire Prevention shall come into being, to be referred to as the Fire Investigations Division. The Fire Investigations Division shall be a separate and distinct Division from the Fire Prevention - Inspections Division and Fire Prevention - Public Education Division.

**2. INVESTIGATOR POSITIONS: TERMS AND CONDITIONS**

All employees who are employed in the capacity of Investigator as of the date of the signing of this MOA or who are subsequently hired to fill investigator positions within the Fire Investigations Division, following the effective date of the signing of this MOA, shall be subject to the terms and conditions outlined below.

**1) Rank:**

The rank assigned to an investigator position shall be that of Captain.

**2) Title of Position:**

The title of the investigator position shall be Captain, Fire Investigations.

**3) Rate of Pay:**

A Captain, Fire Investigations shall be paid the same Captain's annual rate, as outlined in article 8.01 (a) of the Collective Agreement.

**4) Work Location:**

The current work location of the Investigations Division will be Station 112 at 5700 Bathurst Street. The work location may be subject to change based on operational need, in consultation with the Association.

5) Hours of Work and Work Schedule:

a) Effective From the Date of the Signing of this MOA until December 28, 2017:

A Captain, Fire Investigations shall work the hours of work and work schedule that is currently in place as of the signing of this MOA. Notwithstanding the above, operational needs may require a Captain, Fire Investigations to work beyond his/her normal work schedule, including extension of the work day, in consultation with the Association.

b) Effective From December 29, 2017 Onwards:

A Captain, Fire Investigations shall be scheduled to work seven (7) days per week (Monday to Sunday) in accordance with the work schedule outlined in Appendix A, working an average of forty (40) hours per week, for a total of 160 hours in each four (4) week period (i.e. over two pay periods). In a four (4) week period one shift shall work either five 12.2 hour shifts and nine 11 hour shifts. Shifts commence at 7:00 a.m. Notwithstanding the above, operational needs may require a Captain, Fire Investigations to work beyond his/her normal work schedule, including extension of the work day. The Employer shall not unreasonably enforce the working of overtime where there are extenuating circumstances.

The 7:00 a.m. start time may be changed by two (2) hours upon mutual agreement between an employee and the Division Chief and subject to operational requirements.

6) Assignment to Shifts:

Effective the date of signing of this MOA, Captains shall be assigned to one of two shifts applicable to 2.5a). In September, 2017, Captains shall be assigned to one of two shifts applicable 2.5b). Captains may be re-assigned from one shift to another shift, upon providing one (1) months' notice, in consultation with the Association.

7) Standby and Call Back (Mandatory):

Standby is a normal requirement of the work performed. All employees holding the position of Captain, Fire Investigations are required to be available for standby on a rotational basis in accordance with the standby schedule. Captains must develop their own standby schedule, which they are to submit, as a group, to the Employer for approval. Should the standby schedule submitted not be approved by the Employer, the Employer shall implement a standby schedule that Captains shall be required to follow. The above process for establishing a standby schedule will be repeated once 2.5) b) is initiated. The standby schedule must follow the guidelines outlined in Appendix C and will be reviewed on an annual basis, in consultation with the Association.

The parties agree that compensation for standby is incorporated in the Captain's rate of pay referred to in section 2.3). Therefore, it is understood by the parties that a Captain, Fire Investigations shall receive no standby payment or other payment for being on mandatory standby.

Effective January 1, 2020:

~~The parties agree that compensation for standby is incorporated in the Captain's rate of pay referred to in section 2.3). Therefore, it is understood by the parties that a Captain, Fire Investigations shall receive no standby payment or other payment for being on mandatory standby.~~

Compensation for standby will be paid in accordance with Article 56.

When on standby, a Captain, Fire Investigations is required to be available to be called back to work by the Employer outside his/her regularly scheduled work hours. Upon being called

back by the Employer, the Captain on standby must report for duty, and is required to arrive at the designated work location/on scene within two (2) hours of being called back to work. Employees called back to work while on standby shall be paid a minimum of four (4) hours at 1.5 times the Captain's normal rate of pay for hours worked during their off shift hours.

**8) Planned Absences:**

Planned (paid or unpaid) absences, such as time owing or leaves from work, shall be approved in accordance with the same provisions as outlined in the Collective Agreement, taking into account the operational needs of the Division. Vacation and Lieu Days shall be approved in accordance with the Fire Investigators Vacation and Lieu Day Policy outlined in Appendix B, taking into account the operational needs of the Division, in consultation with the Association.

Any planned absences requested by a Captain, such as vacation, lieu time, time owing or leaves from work, that coincide with the time during which he/she is also scheduled to be on standby, shall not be granted. However, if the Captain requesting the leave arranges for another Captain to cover his/her scheduled standby period or commits to cover his/her scheduled standby period, and notifies the Employer of such in a timely manner, his/her request shall not be unreasonably denied. The above provision does not apply to statutorily protected leaves.

A Captain who agrees to a duty exchange with another Captain shall assume all the duties of that Captain including standby duties.

**9) Designated Holidays:**

A Captain, Fire Investigations is entitled to time off on the same designated holidays listed in clause 13.01 of the Collective Agreement. The designated holidays will be taken as they fall. Should a Captain not be scheduled to work on the day that the designated holiday falls, such day shall not be deducted from the Captain's statutory holiday bank.

Notwithstanding the above, a minimum of two (2) Captains within the Fire Investigations Division must be available for standby on any designated holiday listed in clause 13.01.

Employees called back to work while on standby shall be paid a minimum of four (4) hours at 1.5 times the Captain's normal rate of pay for hours worked during their off shift hours. A Captain who is called back to work on a designated holiday shall not be deducted the day from his/her statutory holiday bank.

Employees who are contacted by phone for advice and/or assistance related to their duties shall be paid a minimum of one (1) hour at 1.5 times the Captain's normal rate of pay for calls addressed during their off shift hours. Should additional calls be received and addressed within the same hour, starting from the time of the first call, the employee shall receive no more than the minimum one (1) hour at 1.5 times the Captain's normal rate of pay.

**10) Certification:**

During his/her first two (2) years within the Investigations Division, a Captain, Fire Investigations must successfully complete the following courses/programs and become certified in all of the following areas:

- a) NFPA 1033: Standard for Professional Qualifications for Fire Investigator
- b) NFPA 1031 Level 1: Standard for Professional Qualifications for Fire Inspector
- c) NFPA 1035 Level 1: Standard on Fire and Life Safety Educator, Public

- Information Officer, Youth Firesetter Intervention Specialist and Youth  
Firesetter Program Manager Professional Qualifications
- d) Certified for Ontario Building Code Identification Number:
- General Legal
  - Fire Protection
- e) Ontario Fire College - Ontario Fire Code Certification:
- Part 2 & 6
  - Part 9
  - Court Room Procedures
  - Part 3&5
  - Part 4
- f) NFPA Standard 1041 for Fire Service Instructor Professional Qualifications.

### **3. COMPETITION PROCESS FOR CAPTAIN, FIRE INVESTIGATIONS POSITION**

#### **Frequency:**

A competition will be initiated when a vacancy occurs, or is likely to occur, and: no list is in effect; the list is likely to be exhausted; or the list has expired. All candidates who receive a passing grade will be placed on a promotional list which will be in effect for two years from its implementation, which will be either the day following the date the previous list expires or completion of the competition.

#### **Eligibility:**

Eligibility to participate in the promotional process for Captain within the Fire Investigations Division shall be in accordance with the following criteria:

All employees employed within Toronto Fire Services, who are members of Local 3888, are eligible to apply for Captain, Fire Investigations.

#### **Notification:**

The call to participate in the promotional process shall be posted in the work locations six (6) months prior to the written examination date where practicable. An applicant must personally submit the application to compete at least two (2) months prior to the written examination date at which time he or she shall receive support materials as necessary and the required terms of reference, citing study materials. The Oral and Practical exams, if required, will be scheduled after the written exam is completed.

The Oral and Practical components of the competition, if required, will be completed within one hundred and twenty (120) calendar days after the written examination is completed.

Subject to operational requirements, applicants scheduled to be on duty at the time of the written examination, oral, or practical components, will receive time off. If a substitute is required, the individual will have to arrange for one for the day of the exam. The substitute shall be paid his/her regular rate for the shift by the City, or shall receive an alternate day off. The alternate day off shall be selected first from the open time within their group, then from open time within their division.

#### **Examination and Passing Grade:**

The written examination will normally be held for all eligible applicants on the same day, subject to operational requirements. Applicants must achieve at least 75% in the written examination to qualify to participate in the Oral and Practical components of the competition, if applicable, and achieve 75% overall.

To qualify for placement on the Promotional List, applicants must achieve 70% in each of the Oral and Practical components, if applicable. Applicants who fail any one of the minimum percentages specified above will not be placed on the Promotional List. For those who qualify for hire to a Captain, Fire Investigations position, all the marks shall be calculated into a final mark based on the weightings below.

In a three component process the weightings will be as follows:

(i)	Written Examination	50%
(ii)	Oral	30%
(iii)	Practical	20%

In each of the components the final component marks will be rounded to the nearest whole number (up or down) for purposes of determining pass/fail. The actual, not rounded, final component marks will be totaled to reach an aggregate mark. The aggregate mark will be rounded to the nearest whole number (up or down) to determine pass/fail.

An Association representative may be present as an observer during the written examinations and Oral and Practical components. The representative shall have no role in the process and his/her absence shall not delay any examination or component.

Placement on the Promotional List - List Type "B":

The Promotional List will be in place for two years from its implementation. Placement on the promotional list shall be determined by length of service, with the longest service receiving the highest placement on the list. Where two or more have the same length of service, the overall mark shall determine placement. If the mark is the same, a draw will be held to determine the order of placement.

Fire fighters who had been deemed qualified and placed on the promotional list will not be required to re-qualify and will be placed on subsequent lists in accordance with his/her length of service.

Promotion to Captain:

Promotion to the next permanent vacancy of Captain in the Division will be based on the Promotional List.

**4. DISTRICT CHIEF: TERMS AND CONDITIONS**

A Captain promoted to the rank of District Chief within the Investigations Division shall be governed by the following terms and conditions:

1) Rate of Pay:

The rate of pay for District Chief shall be the same as the annual rate of pay outlined in article 8.01(a).

2) Hours of Work:

The District Chief, Fire Investigations shall work a five (5) day work week, from Monday to Friday, working an average of forty (40) hours per week, for a total of 160 hours in each four week period (i.e. over two pay periods).

Notwithstanding the above, operational needs may require the District Chief to work beyond his/her normal work schedule, including extension of the work day. The Employer shall not unreasonably enforce the working of overtime where there are extenuating circumstances.

3) Planned Absences:

Planned (paid or unpaid) absences, such as time owing or leaves from work, shall be approved in accordance with the same provisions as outlined in the Collective Agreement, taking into account the operational needs of the Division. Vacation and Lieu Days shall be approved in accordance with the Fire Investigators Vacation and Lieu Days Policy outlined in Appendix B, taking into account the operational needs of the Division, in consultation with the Association.

4) Designated Holidays:

District Chiefs are entitled to time off on the same designated holidays listed in clause 13.01 of the Collective Agreement. The designated holidays will be taken as they fall. Whenever any of the listed designated holidays falls on a Saturday or Sunday, then the preceding Friday *or* following Monday will be declared by the Employer to be observed as a holiday instead of the day so designated.

5. **PROMOTIONAL PROCESS FOR DISTRICT CHIEF, FIRE INVESTIGATIONS**

The Employer shall commit to initiate a promotional process for District Chief within one (1) year of the signing of this MOA.

Frequency:

A competition for the rank of District Chief will commence when it is likely that a promotional list will be exhausted. The Chief may initiate a competition pursuant to the provisions set out below.

Eligibility for District Chief:

To be eligible to participate in the District Chief promotional process employees must meet all of the following eligibility criteria:

- a) Minimum of two (2) years of service as Captain within the Investigations Division. \*\*
- b) The last two (2) years of service immediately prior to the initiation of the District Chief promotional process must have been completed in the Investigations Division performing as a Captain, Fire Investigations.\*\*
- c) Successful completion and certification of all of 2.10) a) - f).\*\*

\*\*For the initial District Chief promotional process, the above requirements a), b) and c) shall be waived for:

- (i) employees employed as Investigators within Fire Investigations on the effective date of the signing of this MOA; and
- (ii) employees who are subsequently hired for the position of Captain, Fire Investigations between the effective date of the signing of this MOA to the date that the District Chief promotional process is initiated.

The employee who successfully completes the initial District Chief promotional process and who is selected for the initial promotion to the permanent rank of District Chief must achieve the above eligibility requirement c) within two years of the signing of this MOA, otherwise he/she will be removed from the permanent rank of District Chief nor will he/she be allowed to act as District Chief, and shall remain subject to 2.10). Employees who successfully complete the initial District Chief promotional process but who are not selected for the initial promotion to the permanent rank of District Chief must achieve the above eligibility requirement c) to be considered for any future promotion to the permanent rank of District Chief.



**Notification:**

The call to participate in the promotional process shall be posted in the work locations six (6) months prior to the written examination date where practicable. An applicant must personally submit the application to compete at least two (2) months prior to the written examination date at which time he or she shall receive support materials as necessary and the required terms of reference, citing study materials. The Oral and Practical exams, if required, will be scheduled after the written exam is completed.

The Oral and Practical components of the competition, if required, will be completed within one hundred and twenty (120) calendar days after the written examination is completed.

Subject to operational requirements, applicants scheduled to be on duty at the time of the written examination, oral, or practical components, will receive time off. If a substitute is required, the individual will have to arrange for one for the day of the exam. The substitute shall be paid his/her regular rate for the shift by the City, or shall receive an alternate day off. The alternate day off shall be selected first from the open time within their group, then from open time within their division.

**Examination and Passing Grade:**

The written examination will normally be held for all eligible applicants on the same day, subject to operational requirements. Applicants must achieve at least 75% in the written examination to qualify to participate in the Oral and Practical components of the competition, if applicable, and achieve 75% overall.

To qualify for placement on the Promotional List, applicants must achieve 70% in each of the Oral and Practical components, where applicable. Applicants who fail any one of the minimum percentages specified above will not be placed on the Promotional List.

For those who qualify for placement on the Promotional List, all the marks shall be calculated into a final mark based on the weightings below.

In a three component process the weightings will be as follows:

(i)	Written Examination	50%
(ii)	Oral	30%
(iii)	Practical	20%

In a two component process the weightings will be as follows:

(i)	Written Examination	70%
(ii)	Oral or Practical	30%

In each of the components the final component marks will be rounded to the nearest whole number (up or down) for purposes of determining pass/fail. The actual, not rounded, final component marks will be totaled to reach an aggregate mark. The aggregate mark will be rounded to the nearest whole number (up or down) to determine pass/fail.

An Association representative may be present as an observer during the written examinations and Oral and Practical components. The representative shall have no role in the process and his/her absence shall not delay any examination or component.

**Placement on the Promotional List - List Type "A":**

Placement on the promotional list shall be determined by length of service, with the longest service receiving the highest placement in the group. Where two or more have the same length of service the overall mark shall determine placement. If the mark is the same, a draw will be held to determine the order of placement.

**Acting**

The District Chief in the Fire Investigations Division shall have a Captain qualified to act in the capacity of a District Chief assigned to them. The Captain shall cover the "regular acting role" when the permanent District Chief is absent. An Acting District Chief shall be assigned to each shift.

Other acting roles will be filled by using the Promotional List to identify the highest standing actor who is at work and available.

Captains must successfully complete the District Chief promotional process to be eligible to act as a District Chief. Captains who are not qualified to act as District Chiefs shall not act as District Chiefs.

**Re-qualification:**

An employee on the Promotional List who is not assigned a "regular acting role" as defined under "Acting", shall be required to re-qualify every three (3) years to maintain their placement on the promotional list by successful completion of a refresher package.

**Promotion to District Chief:**

Promotion to the next permanent vacancy of District Chief in the Division will be based on the Promotional List provided there has been satisfactory performance in an acting role. All employees acting as District Chief shall have their performance formally evaluated annually.



Employees who are employed in the capacity of Investigator as of the effective date of the signing of this agreement shall have the option of transferring out of the new division and returning to their previous position, upon providing the employer with written notice within fifteen (15) days from the effective date of the signing of this agreement. This option shall remain available for only 15 days from the effective date of the signing of this agreement.

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

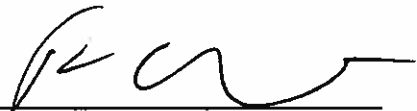

The Employer and the Association agree that this MOA does not form part of the Collective Agreement and that either party may refer this MOA to the next round of bargaining.

Dated at City of Toronto, this 5th day of December, 2018.

For the City Of Toronto:

  
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For the Association:

  
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**Toronto Fire Services**

**Fire Investigators**

**2018 Vacation and Lieu Day Policy**

1. Vacation entitlement shall be in accordance with Article 11 of the Collective Agreement.
2. Vacation Weeks will be from Monday to Sunday with the exception of the Five Day shifts. The *Five Day Shifts* will be considered as a one week vacation. Effective January 1, 2020, The *Five Day Shifts* will be considered as a one week vacation subject to each employee only being able to select up to 3 vacation weeks of the Five Day 12.2 hour Shifts in a calendar year.
3. A vacation group shall not exceed Five (5) persons and there will be two Platoons within the Fire Investigation Division. Platoon A and Platoon B .
4. District Chief will not be part of the Platoons as he/she will be working Monday to Friday. There will be Acting District Chiefs on Platoon A and Platoon B exclusively Monday to Friday
5. Vacation selection rotation for an employee shall be in ascending order in subsequent years within the group, until the employee has made a first choice, wherein the employee's choice reverts to last within the group the following year.
6. Recruits fall under Article 12.09 of the Collective Agreement - New employees selecting for the first time will be relegated to last choice of vacation and first choice of lieu days. These employees assume a position in the rotation for the next selection period.
7. District Chief shall keep a copy of the vacation and lieu day selections and picking order on file at the respective offices.
8. A maximum of one (1) employee from a vacation group (Platoon) may be off on vacation time or lieu day(s) during a calendar week.
9. Vacation weeks may be selected at the discretion of the employee provided:
  - a. The first (1st) selection during the summer months (first Monday in June to the last Sunday in September) is limited to a maximum of three (3) weeks, and

- b. Following each selection, subsequent selections may only be exercised after all other members in the vacation group have either had an opportunity to make a selection or have exhausted their entitlements.
10. Employees will select lieu days within their vacation groups only after all members have completed the selection of their vacation entitlement. Employees shall select lieu days in the reverse order from that used to select vacation time.
11. Vacation selection and scheduling shall ensure that all vacation and lieu days are taken in the same calendar year.
12. Where the last tour of the year extends into the following year this shall be considered to comply with #11.
13. Vacation selections for the next calendar year shall be selected by the end of October and submitted to the appropriate District Chief by October 31st. Lieu day selections for the next calendar year shall be selected by the end of November and submitted to the appropriate District Chief by November 30th. All vacations must be selected and submitted before lieu day selection begins. An employee failing to submit vacation or lieu day selections shall make his/her selection(s) from the open time remaining in the group's vacation selection schedule.
14. After a vacation group has completed their selections for vacation time and lieu days and the selections have been approved by the Division Chief, any unselected time available for the vacation group shall remain available to the group for re-selection until December 14th.
15. When more than one employee is transferred into the Investigators Division (i.e.: vacation group) on the same day, the most senior will get the best position within the picking group.
16. Personnel who are transferred, and the transfer appears on a Division Transfer Notice dated September 30th or earlier, will select their vacation time and lieu days with their new vacation group
17. When two employees mutually agree to a transfer, they assume the position in the rotation of the person they replace.
18. If an employee is off on LTD, the Captain needs to contact the District Chief for direction to either allow the individual to select time from the

vacation group or not be included in the selection process. (District Chief to confirm with payroll the employees status and entitlement)

19. When a Recruit is replaced by another Investigator in an office prior to the Recruit's 1st selection of vacation, the person replacing the recruit assumes the position in the rotation of the person the Recruit originally replaced.
20. Unselected time available in the Division as of January 1st will be administered, in accordance with this policy, on a first come first serve basis by the District Chief's office. As new time becomes available due to re-selection, the District Chief shall keep a record and have the master sheet.
21. Employees requesting a change to their selected vacation time or lieu day(s) shall complete the "Fire Prevention Vacation/Lieu Day request change form" and forward/fax/scan to their respective District Chief for authorization no later than 24 hours prior to the requested new date(s). {faxed/scanned copy shall be followed up with the original) Employees cannot request a change where there is a conflict with previously scheduled:
  - a. Court dates,
  - b. External meetings or
  - c. Training(Previously scheduled means: scheduled prior to making the request to change)
22. Notwithstanding #23, in extenuating circumstances only, where the 24 hour requirement cannot be met, an employee may make a request to the District Chief to change vacation time and/or lieu day(s). If approved, the District Chief shall record the request and the employee shall forward/fax/scan the required documentation to the District Chief on the first (1st) day back on duty after the request has been authorized.
23. The District Chief shall fax/scan all authorized "Fire Investigators Vacation/Lieu Day request change form" to the Division Chief's office. (faxed/scanned copy shall be followed up with the original)
24. Vacation exchanges are limited to members in the Division and Platoon these exchanges must be made on a week-for-week basis.
25. One (1) lieu day shall provide leave for one (1) shift and shall not be split into smaller units.

26. Lieu day exchanges may be made only with other members of the Platoon provided the numbers of shifts are equal.
27. The District Chief shall be responsible for vacation time and/or lieu day change requests, and shall only approve change requests if it does not exceed the maximum allowable off duty per Platoon as determined , or there is no conflict when previously scheduled:
- a. Court dates,
  - b. External meetings or
  - c. Training
- (Previously scheduled means: scheduled prior to making the request to change)
28. Vacation time or lieu day changes shall be authorized by the District Chief in accordance with this policy only, unless specifically approved by the Fire chief or his/her Designate
29. Employees shall report for duty as originally scheduled, unless they have received confirmation from their respective District Chief that their vacation time or lieu day(s) change request has been approved.
30. If , after December 31st, time is, or becomes, available in the Division, for the week of Christmas or New Year's of the next calendar year, this time will be considered District Chief time. Where the staffing in the Division is projected to have fewer staff off duty than as permitted in, the time will be granted through a draw. The draw shall be held for the days identified and will be conducted by an available Association Steward or designate prior to Christmas and/or New Years, but no later than November 30th.
31. Employees requesting time off through the draw will submit their names, in writing, identifying the time to be given up in exchange (this can include advance lieu days) for Christmas/New Year's. The time given up becomes unscheduled time and is available to personnel in the Division
32. Employees off on **WSIB** or pregnancy/parental leave will be allowed to re book their cancelled vacation time and/or lieu day(s) during a comparable time. July compares with August, June compares to September, etc. Comparable time will be offered as long as it can be done within the same calendar year.
33. When an employee is unable to take all or a substantial part of his/her vacation time and/or lieu day(s) as scheduled because of illness or injury, his/her

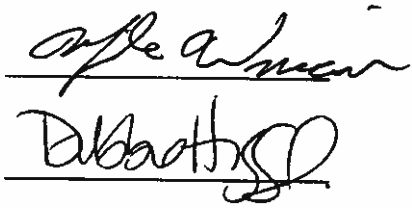
vacation time and/or lieu day(s) not taken shall be rescheduled by the employer upon mutual agreement with the employee. If there is not mutual agreement, the vacation time and/or lieu day(s) shall be scheduled as the discretion of the Fire Chief or his/her designate. (see **FCC 07R182 attached for clarification**)

34. If an employee returns near the end of the year it may involve carrying all or some of their vacation to the next year.
35. When an employee retires, resigns, passes away, or is transferred out of the Division, their time becomes District Chief time that can be changed for selected time on a time for time basis, provided the Division does not exceed the maximum allowed off. This time will be offered to the vacation group first on a one time basis. If more than one (1) member of the group requests the time a draw will be conducted. All attempts should be made to contact the staff members not present. (i.e.: scheduled or unscheduled) The District Chief shall only approve the change in accordance with this policy.
36. Personnel are entitled to an extra week of vacation (for a total of seven (7) weeks) for the year in which they complete 25 or 35 years of service. This means that employees with start dates of 1982 and 1992 are the only employees entitled to seven (7) weeks in 2018.
37. As of August 15<sup>th</sup>, in any year, an employee may request an advance of up to four (4) lieu days (five (5) for those on a five (5) day schedule), and/or one week's vacation, from the following year, subject to time being available in the Division. Advance lieu day (s) and/or vacation time requested prior to August 15<sup>th</sup> exceeding four (4) lieu days (five (5) for those on five (5) day schedule), or one vacation week may be granted subject to the approval of the Fire Chief or his/her designate.
38. In Extenuating circumstances, an employee may request the carryover of one week's vacation, subject to the approval of the Fire Chief or his/her designate. Any vacation time carried over to the next year must be taken by February 15<sup>th</sup> of that year.
39. Personnel shall take their vacation time and lieu days as scheduled. Employees reporting for duty on a scheduled vacation day or lieu day shall not be permitted to remain on duty.
40. Personnel transferred after vacation time and lieu day selections have been submitted and approved shall retain the selected times.

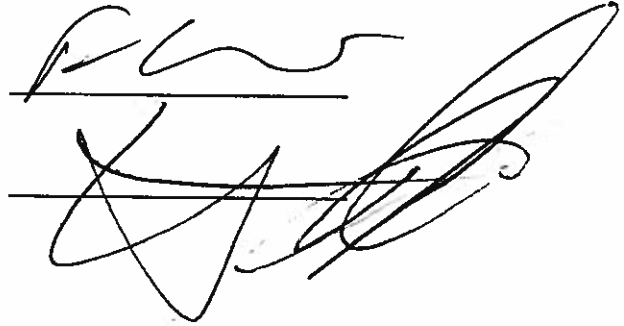
41. It is mutually agreed, by both the Association and the Department that if any new issues arise pertaining to the administration of this policy, they will be addressed on an individual basis. It is agreed that this new policy will remain in place for one year at which point the Committee will meet before the fall of 2018 for review

Dated at City of Toronto, this 5th day of December, 2018.

For the City Of Toronto:

  
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For the Association:

  
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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")**

hereinafter referred to as "the Parties"

**Re: Acting District Chiefs- Operations, Fire Prevention & Communications**

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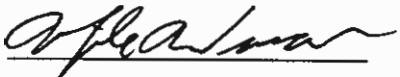

The Parties agree, on a without prejudice and without precedent basis, to the following:

1. When there are no available Acting District Chiefs (both designated or non- designated who are on the qualified list) to act and this is known the shift prior, the call back procedure will be used to fill the known shortage for the subsequent shift in the following order:
  - 1) District Chiefs
  - 2) Designated Acting District Chiefs
  - 3) Non-designated Acting District Chiefs.
2. When there are no available Acting District Chiefs (both designated or non- designated who are on the qualified list) to act and this is only known at the beginning or during the actual shift, the following will apply:
  - The most Senior Qualified Captains in the Command/Division will be asked until the positions are filled
    - For the purposes of this memorandum, Senior Qualified Captain is defined as anyone who has completed a promotional process or has submitted an application to compete in a promotional process and it is their first opportunity to compete.
    - For issues that take place outside of an emergency, a qualified District Chief will be utilized to help the Senior Captain.
3. This policy will be reviewed by the Parties six (6) months after implementation, and following the completion of the next promotional processes in each division.
4. Should any unforeseen issues arise the Parties will meet as required to resolve these issues outside of the above mentioned time frames.
5. The Parties agree that this temporary program shall be in place pending the completion of the next promotional processes.
6. For the period of 2018/2019 there will be a maximum of 12 shifts that will be allowed on overtime within each division.

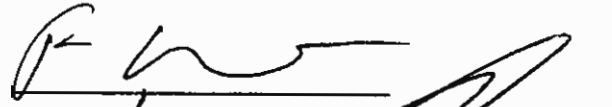
7. The Parties agree that any dispute with respect to the implementation of this MOA will be the subject of a grievance under the provisions of the collective agreement.
8. This agreement is without prejudice or precedent and cannot be relied upon for the filling of any other position outside of the bargaining unit.

Dated at City of Toronto, this 5th day of December, 2018.

For the City of Toronto:

  
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For the Association:

  
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**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**CITY OF TORONTO**

**(the "Employer")**

**- AND -**

**TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL 3888**

**(the "Association")**

**hereinafter referred to as "the Parties"**

**Regarding Certain Notices Given, by the Employer, to the Association,  
and the Following Provisions of the Collective Agreement:**

1. Article 8 – Variance Hours

**WHEREAS** on both October 5 and October 19, 2018 the Employer gave notice to the Association of its intention to discontinue, at the conclusion of the term of the current collective agreement between the Parties, certain practices that the Employer asserts are not based on the provisions of the Collective Agreement (the "Employer's October Notices");

**AND WHEREAS** the Association responds that certain matters asserted to be practices in the Employer's October Notices are based on the provisions of the Collective Agreement and/or supplementary agreements in place between the parties, and cannot be discontinued in the absence of the Association's agreement to terminate them (the "Dispute");

**NOW THEREFORE** the Parties agree to the following procedure through which the Dispute will be resolved:

1. The following protocol will continue in accordance with the provisions of this memorandum:

*Transfer procedure relating to the 24hr shift.*

*In any given year except a leap year 3 Platoons are required to work 91 (24 hr shifts) and one Platoon will be required to work 92 shifts. The Platoon required to work the 92 receives no additional enumeration for this extra 24hrs.*

*When a Transfer/Promotion sheet is made up it is done in the following manner.*

- i. *The effective week is chosen and the effective date of promotions and transfers is set on the Monday of that week.*
- ii. *The employee requesting a transfer or being promoted will fulfil their commitment for their assigned platoon on the week prior to the effective date of transfer.*

- III. *Said employee will then move to their new position/platoon during the effective week.*
- IV. *If the employee moving remains on their original platoon there will be no change in the number of shifts they were scheduled to work that year.*
- V. *However if the employee changes a platoon there may be a change to the number of shifts they were scheduled to work in that year had they remained on their original platoon.*
- VI. *If this occurs the employee working more shifts than they would have if they had remained on their original platoon will receive no additional enumeration. The employee will absorb the extra shifts worked.*
- VII. *If an employee works fewer shifts than they would have if they had remained on their original platoon will occur no penalty. Toronto Fire Services will absorb the loss time.*

*When a transfer occurs with the 24hr shift it is impossible to balance the number of shifts all employees were originally scheduled to work that year.*

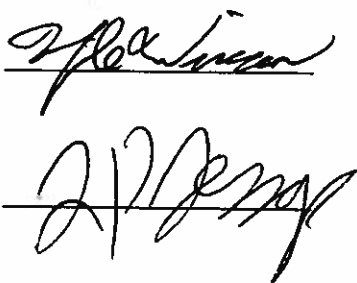
*When an employee from any division on any shift is scheduled to Modified Duties on a different shift than they are normally assigned, the same situations can occur. Number 6 and 7 above applies.*

2. The Parties agree to establish a Joint Variance Hours Review Committee within ninety (90) days of ratification. The Committee will be comprised of eight (8) members; two (2) members representing PPEB, one (1) member representing E&LR and one (1) member representing TFS Management, as designated by the Fire Chief; and four (4) members representing the Association, as designated by the President of Local 3888.
3. The purpose of the Joint Variance Hours Review Committee will be to meet, discuss, consult, and research available information, and determine options available to address the variance hours issues.
4. No later than eighteen (18) months from the date of ratification, the Joint Variance Hours Review Committee shall jointly make written recommendations to the Director, PPEB, the Fire Chief and the President of Local 3888 for consideration. Approval by the Parties shall be subject to their respective approval processes.
5. In the absence of a satisfactory resolution to 3 above, within three months after the end of the eighteen (18) period identified in paragraph 4, the matter will be referred to a rights arbitration process. The Parties agree that the Dispute shall be referred to arbitrator <<Arbitrator Name>> who will be appointed as rights arbitrator (the "Arbitrator"), by the Parties, in order to resolve the Dispute;
6. The Arbitrator shall have the jurisdiction to hear the substance of the issues and the parties agree they will not raise jurisdictional objections in this regard;
7. The Arbitrator shall have such powers and duties as are reflected in the grievance and arbitration provisions set out in the Collective Agreement and the *Fire Protection and Prevention Act, 1997*;

8. The Arbitrator shall hear and determine the Dispute and shall issue a decision, and the decision shall be binding upon the Association, the City and the employee(s) affected by it.
9. At the arbitration pursuant to this Memorandum of Agreement, and subject to Section 53(9) of the *Fire Protection and Prevention Act, 1997* the Arbitrator shall not have any power to add to, subtract from, alter, modify, or amend in any way the Collective Agreement, nor otherwise make any decision inconsistent with the Collective Agreement.
10. The Arbitrator shall be deemed to have the consent of the parties to mediate the Dispute;
11. Pending the conclusion of the arbitration proceeding established through this Memorandum of Agreement or such other resolution of the Dispute to which the Parties might otherwise agree, the protocol, described in paragraph 1 above, shall be continued.

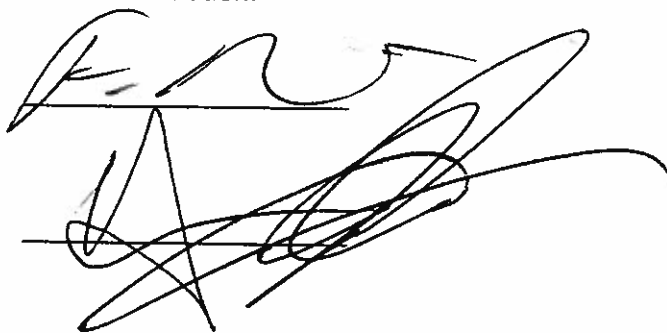
Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:



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For the Association:



Two handwritten signatures in black ink, one above the other, positioned over a horizontal line.

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**THE CITY OF TORONTO**

**(the "Employer")**

**- AND -**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL 3888**

**(the "Association")**

**hereinafter referred to as "the Parties"**

Regarding Certain Notices Given, by the Employer, to the Association and the following matters:

1. Article 16 – Definition of Total Disability following the Own Occupation Period – ability to perform the essential duties of an occupation/job/work for which the earnings are 66 ⅔% or more of the current monthly earnings of the employee's normal occupation.
2. Article 16 – LTD benefits shall cease the date the employee elects to receive retirement benefits under a benefit plan related to the employee's retirement.

**WHEREAS** on both October 5 and October 19, 2018 the Employer gave notice to the Association of its intention to discontinue, at the conclusion of the term of the current collective agreement between the Parties, certain practices that the Employer asserts are not based on the provisions of the Collective Agreement (the "Employer's October Notices");

**AND WHEREAS** the Association responds that certain matters asserted to be practices in the Employer's October Notices are based on the provisions of the Collective Agreement and/or supplementary agreements in place between the parties, and cannot be discontinued in the absence of the Association's agreement to terminate them (the "Dispute");

**NOW THEREFORE** the Parties agree to the following procedure through which the Dispute will be resolved:

1. The Parties agree that each of the Dispute(s) shall be referred to an arbitrator <<Arbitrator Name>> who will be appointed as rights arbitrator (the "Arbitrator"), by the Parties, in order to resolve the dispute.
2. The Arbitrator shall have the jurisdiction to hear the substance of the issues and the parties agree they will not raise jurisdictional objections in this regard;
3. The Arbitrator shall have such powers and duties as are reflected in the grievance and arbitration provisions set out in the Collective Agreement and the *Fire Protection and Prevention Act, 1997*;
4. The Arbitrator shall hear and determine the Dispute and shall issue a decision, and the decision shall be binding upon the Association, the City and the employee(s) affected by it.

5. At the arbitration pursuant to this Memorandum of Agreement, and subject to Section 53(9) of the *Fire Protection and Prevention Act, 1997* the Arbitrator shall not have any power to add to, subtract from, alter, modify, or amend in any way the Collective Agreement, nor otherwise make any decision inconsistent with the Collective Agreement.
6. The Arbitrator shall be deemed to have the consent of the parties to mediate the Dispute;
7. Pending the conclusion of the arbitration proceeding established through this Memorandum of Agreement or such other resolution of the Dispute to which the Parties might otherwise agree, the status quo with regard to the identified matters shall be continued.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:

[Handwritten Signature]

[Handwritten Signature]

For the Association:

[Handwritten Signature]

[Handwritten Signature]

**MEMORANDUM OF AGREEMENT**

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

**THE CITY OF TORONTO**

**(the "Employer")**

**- AND -**

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL 3888**

**(the "Association")**

**hereinafter referred to as "the Parties"**

Regarding Certain Notices, Given by the Employer to the Association  
and the Following Provisions of the Collective Agreement:

1. Article 16.02 – Definition of Spouse
2. Article 16.02 – Out of Country – Duration of Coverage
3. Article 16.02– Physiotherapy, Information to Support Medical Necessity When Exceeding Twenty (20) Physio Visits
4. Article 16.03 – Dental Anaesthesia/Sedation
5. Article 16.01- Benefits Authorization and Consent
6. Article 16.01- Positive Enrollment and Proof of Eligibility
7. Article 16.01 – Reporting Life Events – Reporting changes in spouse and/or dependants without delay and not later than 31 days

**WHEREAS** on both October 5 and October 19, 2018 the Employer gave notice to the Association of its intention to discontinue, at the conclusion of the term of the current collective agreement between the Parties, certain practices that the Employer asserts are not based on the provisions of the Collective Agreement (the "Employer's October Notices");

**AND WHEREAS** the Association responds that certain matters asserted to be practices in the Employer's October Notices are based on the provisions of the Collective Agreement and/or supplementary agreements in place between the parties, and cannot be discontinued in the absence of the Association's agreement to terminate them (the "Dispute");

**AND WHEREAS** the parties are currently at arbitration with Arbitrator Brian Sheehan with regard to grievances F16-104-05 filed by the Association on October 20, 2016 and grievances F17-04-01 and F17-05-02 filed by the Association on January 20, 2017 related to the Employer's transition of benefits carriers.

**NOW THEREFORE** the Parties agree to the following procedure through which the Dispute will be resolved:

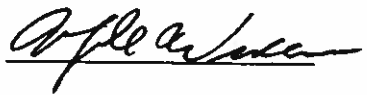

1. The Parties agree that each of the Dispute(s) shall be referred to arbitrator Brian Sheehan and be included in that arbitration, in order to resolve the Dispute and shall be determined in accordance with the procedure agreed to in that arbitration, unless the parties agree otherwise;



2. The Arbitrator shall have the jurisdiction to hear the substance of the issues and the parties agree they will not raise jurisdictional objections in this regard;
3. The Arbitrator shall have such powers and duties as are reflected in the grievance and arbitration provisions set out in the Collective Agreement and the *Fire Protection and Prevention Act, 1997*;
4. The Arbitrator shall hear and determine the Dispute and shall issue a decision, and the decision shall be binding upon the Association, the City and the employee(s) affected by it.
5. At the arbitration pursuant to this Memorandum of Agreement, and subject to Section 53(9) of the *Fire Protection and Prevention Act, 1997* the Arbitrator shall not have any power to add to, subtract from, alter, modify, or amend in any way the Collective Agreement, nor otherwise make any decision inconsistent with the Collective Agreement.
6. The Arbitrator shall be deemed to have the consent of the parties to mediate the Dispute;
7. Pending the conclusion of the arbitration proceeding established through this Memorandum of Agreement or such other resolution of the Dispute to which the Parties might otherwise agree, the status quo with regard to the identified matters shall be continued.

Dated at City of Toronto, this 5<sup>th</sup> day of December, 2018.

For the City of Toronto:

For the Association:

