

## CONFIDENTIAL INFORMATION OR ADVICE

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### Summary of the Settlement

The City's bargaining team was successful in negotiating agreements on the following key matters:

#### 1. Salary Settlement & Term Length

The settlement provides for a new 5 year (January 1, 2019 to December 31, 2023) collective agreement with salary increases as follows:

January 1, 2019	2.00% Base Increase
July 1, 2019	0.50% Base Increase
January 1, 2020	2.00% Base Increase
July 1, 2020	0.50% Base Increase
January 1, 2021	1.00% Base Increase
July 1, 2021	0.97% Base Increase
January 1, 2022	1.85% Base Increase
January 1, 2023	1.75% Base Increase

The wage settlement is consistent with other comparable Fire Services and Police Service settlements that have been achieved to date. In 2018, Toronto Fire Fighters fell behind the salaries of Fire Fighters from other Municipal Fire Services, resulting in Toronto's fire fighters losing ground when compared to the wages paid to fire fighters in other municipalities in the province. As a result, the settlement contains wage increases in the first 2 years that restore the standing of Toronto fire fighters when compared to those in other municipalities. Based on the comparator agreements in other municipalities that have been achieved to date, this settlement will make Toronto's fire fighters the highest paid at the end of the collective agreement term, even with the reasonable wage increases that are agreed to for those years. This was a key bargaining consideration for the TPFFA.

In Toronto, there has been a long demonstrated history of wage parity between first class fire fighters with Toronto Fire Services and first class constables with the Toronto Police Service. At this time, the Toronto Police Services Board has not yet commenced bargaining with the Toronto Police Association for 2019 and beyond.

## Additional Items Included in the Settlement:

### 2. Monetary Items:

Item	Explanation	Effective Date
Salary Differentials (District Chief)	Effective July 1, 2019, increase the salary of District Chief, from 131% of the salary of a first class fire fighter to 133% of a first class fire fighter's salary.	July 1, 2019
	Effective January 1, 2022, increase the salary of District Chief, from 133% of the salary of a first class fire fighter to 135% of a first class fire fighter's salary	July 1, 2022
Salary Differentials (Senior Marine Captain)	Effective July 1, 2019, increase the salary of Senior Marine Captain, from 126% of the salary of a first class fire fighter to 128% of a first class fire fighter's salary.	July 1, 2019
	Effective January 1, 2022, increase the salary of District Chief, from 128% of the salary of a first class fire fighter to 130% of a first class fire fighter's salary	January 1, 2022
Salary Differentials (Captain)	Effective July 1, 2020, increase the salary of Captains, Marine Captain, Senior Marine Engineer and Fire Investigator, from 118% of the salary of a first class fire fighter to 119% of a first class fire fighter's salary.	July 1, 2020
	Effective July 1, 2022, increase the salary of Captain, Marine Captain, Senior Marine Engineer and Fire Investigator, from 119% of the salary of a first class fire fighter to 120% of a first class fire fighter's salary.	July 1, 2022
Designated Holiday Premium	Increase the Designated Holiday Premium from 1.3 times to 1.5 times.	January 1, 2019
Stand-By	Add Fire Investigators to the list of employees eligible for Stand-By pay	January 1, 2020
Payment for Medical Certificates for DZ License	TFS will reimburse employees who are required to maintain a DZ license as part of their assigned duties, the cost of the medical examination up to one hundred and twenty five dollars (\$125).	January 1, 2019
Vision	Effective January 1, 2019, increase vision from \$450 per person in any 24 month period, to \$550 per person in any 24 month period. Increase the	January 1, 2019

Item	Explanation	Effective Date
	lifetime maximum for Laser Surgery from \$900 to \$1100.	
Post-65 Retiree Life Insurance Policy	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.	January 1, 2019
Dental Benefit (Major Restorative Services)	Add Implants to the eligible list of Major restorative services.	January 1, 2019
Dispensing Fee Cap	Effective January 1, 2019, increase the Dispensing Fee Cap from \$9.00 to \$10.00 per prescription.	January 1, 2019
	Effective January 1, 2023, increase the Dispensing Fee Cap from \$10.00 to \$10.50 per prescription.	January 1, 2023
Paramedical Benefits	Provide option of combining the cost of paramedical services, toward one particular benefit to a maximum of twelve hundred dollars (\$1200) per person per benefit year, excluding athletic therapist.	January 1, 2021
Amended Salary Grid	As of January 1, 2019: Probation – 7 months – 65% Probation – 7 months – 75% 3rd Class – 14 months – 80% 2nd Class – 14 months – 90%	January 1, 2019
LTD Benefits	Amend the LTD plan to provide that LTD benefits terminate the earlier of: (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.	For new claims after July 1, 2019
Paramedical	Reduce the benefit for the services of an Athletic Therapist from \$600 per person per benefit year, to \$300 per person per benefit year.	January 1, 2019

## **Key TFS Transformational & Corporate Items:**

These items provide the framework and flexibility for Toronto Fire Services, working with the Association, to move forward and transform key areas in the division, thereby improving its operational flexibility.

### **TFS Transformation & Operations Issues:**

#### **3. Professional Development & Training and Technical Operations**

The parties have agreed to establish a Joint Committee to review and make recommendations on all aspects of the TFS delivery deployment model for professional development and training and Technical Operations, including:

- The development of training standards and programs and deployment models to facilitate the achievement of these standards;
- A process to maintain Operational apparatus in service;
- The development of qualifications and selection processes; and
- Splitting the Technical Operations Division into a stand-alone division with the appropriate qualifications and selection process to achieve the qualifications.

The work of the Committee will be completed no later than six (6) months from the date of ratification

#### **4. Fire Prevention - Hours of Work/Scheduling**

The parties have agreed to establish a Joint Committee to 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, to address issues including service levels.

The work of the Committee will be completed no later than six (6) months from the date of ratification.

#### **5. Fire Investigators - Terms and Conditions for New section and Position with Fire Prevention**

TFS has created a new Fire Investigations Division within Fire Prevention and a new Fire Investigator position and agreed to the terms and conditions of work governing the new position including the required qualifications for this position and the promotional process to ensure the qualifications are achieved. They have also agreed to a shift schedule that provides for seven (7) day coverage and to modify the terms and conditions for this position to provide for stand-by pay as applicable and a process for vacation selection.

## 6. Communications - Hours of Work

The parties have agreed to establish a Joint Committee to review and identify options available to address staffing issues to maintain service levels within the Communication Division. The work of the Committee will be completed no later six (6) months from the date of ratification.

## 7. Vacation & Lieu Day Selection

The parties have agreed to establish a Joint Committee to review the current vacation & lieu day selection process for all TFS divisions, with the objective of achieving more efficient processes and to ensure the required service levels are achieved. The City has agreed to phase out the current restricted periods for vacation selection over a 2 year period (2020 and 2021 vacation periods). The work of the Committee will be completed no later than July 15, 2019.

## 8. Senior Qualified Captain to perform Acting District Chief

The parties have agreed to the process for filling Acting District Chief positions with Senior Qualified Captains, when there are no regular Acting District Chief's available.

## 9. Joint Wellness & Fitness Initiative Committee

The parties have agreed to establish a Joint Committee to review and make recommendations on implementing a Toronto Fire Wellness & Fitness Initiative, based on the IAFF/IAFC Wellness Fitness Initiative and other best practices.

## 10. Fire Fighter Exchange - Three (3) Fire Fighter Exchange Pilot Program

The parties have agreed to establish a Joint Committee to review and develop a Fire Fighter Exchange Program document that addresses the applicable legal and liability concerns inherent in such a program and ensures that the program is implemented in compliance with applicable training standards, qualifications and legislation. Once the document is completed, a Pilot Program involving three (3) exchanges will commence. At the completion of the third exchange, the Letter of Agreement - Fire Fighter Exchange Program will be removed from the collective agreement and all existing grievances related to the program will be withdrawn.

## 11. Analytics and Decision Support Division

TFS has created an Analytics and Decision Support Division within Communications, Technology and Operational Performance. The parties have agreed to the terms and conditions governing the positions within this new division including the required qualifications for positions to be placed there and the promotional process to ensure the qualifications are achieved.

## **Corporate Issues**

### **12. Pay Cycle Harmonization**

The parties have agreed to harmonize the TFS pay cycle to align with the pay cycle for other employees within the City. Fire Fighters will move from a "pay-to-date" system to a system that will allow for more efficient, accurate and transparent pay during each pay period. The parties have agreed to establish a Joint Committee to consider implementation issues related to this transition, including the timing of the transition to the new cycle, options available to employees to align to the new pay cycle, and the education and communication for employees to provide for a seamless transition. The work of the committee will be completed by no later than six (6) months from the date of ratification.

### **13. TFS Stores/Quartermaster Consolidation**

The parties have agreed that TFS can proceed with discussions with Purchasing & Materials Management (PMMD) regarding the consolidation of the TFS Stores/Quartermaster unit with the Corporate Warehouse/ Stores and in the event the consolidation proceeds, Local 3888 has agreed not to file a grievance under Article 47 (Contracting Out). The parties agreed to establish a Joint Committee to discuss the implementation issues and timing of the consolidation, including its impact on Local 3888 members. The joint committee will also review all current modified work opportunities and identify any enhancements that may be made to the Modified Work Program. The parties agreed that, should the consolidation proceed, Local 3888 members currently working in the TFS Stores/Quartermaster unit will remain in TFS (as members of Local 3888) and be assigned to other roles.

### **14. Joint Acting Pay Review Steering Committee**

The parties have agreed to establish a Joint Committee to review and make recommendations with regard to the methodology for the payment of Acting Pay. This will include reviewing the current issues and concerns from the employee and employer perspective to determine if there are alternative methods that would be more efficient and improve the transparency and timing of such payments.

### **15. Joint Benefits Review Steering Committee**

The parties have agreed to establish a Joint Committee to undertake a comprehensive review, including a review of alternative approaches in plan design, of the benefit plan for Local 3888. The parties will jointly look at current expenditures and trends and consider the current gaps and challenges with the current benefit levels and design. Further, they will review benchmarking information of comparable benefit plans and consider the introduction of joint programs to educate employees on consumer behaviour. The work of the committee will be completed by no later than eighteen (18) months from the date of the committee's first meeting.

## Amended Collective Agreement Language

The parties agreed to amend a number of provisions of the collective agreement:

- Deleting gender specific pronouns and replacing them with gender neutral pronouns throughout the collective agreement
- Article 4 - Service & Seniority
- Article 7 - No Discrimination or Harassment
- Article 22 - Witness Service
- Article 27 - Uniform Issue
- Article 28 - Grievance Procedure
- Article 38 - Recovery of Training Costs
- Article 56 - Toronto Fire Services Policy - Standby and Call-Back Pay

## Notices to End Practices

The parties agreed on a process through which 25 practices, including many practices that were not addressed through the previous arbitration process, would be resolved through an arbitration procedure that did not stand in the way of an overall settlement:

Article 8:	Variances- Created by promotions, transfers and modified work
Article 11:	Vacations- Scheduled absences that exceed limit
Article 18:	Promotions- Unqualified Actors
Clause 9.02 & 9.05:	Hours of Work
Article 24:	WSIB Overpayments
Article 10:	Overtime
Article 13:	Association Holiday Premium Pay
Article 18:	Promotions- When Absent from the Workplace
Article 29:	Union Representation- Disciplinary Meetings
Article 59:	Modified Duties- Work Location
Article 59, 14, 15:	RTW forms- Qualified Medical Physician
Clause 14.09:	RTW form-Submission Timelines
Article 56:	Standby/Call-Back in Public Education and Communications
Clause 16.01 (i):	Definition of Spouse
Clause 16.01 (c):	Reporting Life Events – defining "Without Delay"
Clause 16.01 (c):	Changes in Dependent Information – Positive Enrolment & Proof of Eligibility,
Clause 16.01:	Benefits Claims Submission Form – Authorization & Consent
Clause 16.02 (f):	Eligible Expenses- Physiotherapy
Clause 16.02 (j):	Eligible Expenses- Out of Country Coverage
Article 16:	Claims Submission
Clause 16.03:	Dental Benefits- Anaesthesia/Dental Sedation
Clause 16.03:	Dental Benefits- Dental Implants
Clause 16.06:	Long Term Disability- Monthly Earnings
Clause 16.06:	Long Term Disability- Authorization & Consent Form
Clause 16.06:	Long Term Disability- Coverage after Retirement