

Collective Agreement

between

The Toronto Professional Fire Fighters' Association

I.A.F.F. Local 3888

and

The City of Toronto

January 1, 2019 – December 31, 2023



Toronto Professional Fire Fighters' Association I.A.F.F. Local 3888

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PRINCIPAL OFFICERS

President	Frank Ramagnano
Secretary-Treasurer	James Coones
Vice President	Kevin McCarthy

EXECUTIVE OFFICERS

North Command Rep	Janos Csepregi
North Command Rep	Doug Erwin
North Command Rep	Mike Russell
East Command Rep	Rob Hewson
East Command Rep	Rod Johnston
East Command Rep	Chris Sornberger
South Command Rep	Geoff Boisseau
South Command Rep	Gerlando Peritore
South Command Rep	Dan Vieira
West Command Rep	John MacLachlan
West Command Rep	James Reed
West Command Rep	Ken Webb

OFFICE & STAFF

Receptionist/Admin Assistant	Leanne Zinser	221
Executive Assistant	Suzanne Boss	222
Accounting Coordinator	Beatriz Coniglio	226
Acting Admin. Assistant	Janice LeMesurier	221

In Memory of Former Local 3888 President Ed Kennedy 1959-2020

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Article 1
RECOGNITION

- 1.01 The Toronto Professional Fire Fighters' Association is the sole bargaining agent for collective bargaining for all fire fighters, as defined in Part IX, of the *Fire Protection and Prevention Act* and employed in the City of Toronto.
- 1.02 The City agrees to allocate space on bulletin boards in suitable work place locations, as determined by TFS, for the sole use of posting notices approved by Local 3888 Executive and that are appropriate for the workplace.

Article 2
MEMBERSHIP IN THE ASSOCIATION

- 2.01 It shall be a continuous condition of employment with the City:
- (a) that all present employees who are members of the Association shall remain members in good standing; and,
 - (b) that all future employees shall become members of the Association upon the respective dates of the commencement of their employment with the Fire Services Division of the City and thereafter shall remain as such members in good standing.
- 2.02 When the City creates a new position coming within the 3888 unit the City shall meet with the Association to resolve any terms and conditions of employment that may be inconsistent with the provisions of the collective agreement. Where resolution is not achieved the outstanding matter(s) may be the subject of a grievance.

Article 3
MANAGEMENTS' RIGHTS

- 3.01 (a) Local 3888 acknowledges that it is the exclusive function of the City to:
- (i) maintain order, discipline and generally to manage the operations and undertakings of the City and without restricting the generality of the foregoing to select, install and require the operation of any equipment, workplace and apparatus which the City in its sole discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the City;
 - (ii) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline any member of Local 3888, subject to the provisions of this Agreement, provided that a claim of discriminatory promotion, demotion or transfer or a claim that any such member has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided for in this Agreement.
- 3.01 (b) That the City agrees that it will not exercise the function set out in sub- clause (a) hereof in a manner inconsistent with the provisions of this agreement and the *Fire Protection and Prevention Act*, 1997, as amended.

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.
- 4.02 The City shall have the exclusive right to discharge any employee of Toronto Fire Services at any time within the probationary period, provided that the decision is not made in an arbitrary or discriminatory manner or is made in bad faith.
- 4.03 The probationary period may be extended based on unsatisfactory performance for a period of up to six (6) months for the purposes of evaluation and application of 4.02 above. The extension shall affect an employee's progression to 3rd class until they successfully complete the probationary period. The time required to complete 3rd class will be reduced by the length of the extension of the probationary period. The extension of the probationary period will be in writing and will specify the reasons, the expectations to be met and the period of extension. Expectations will be reviewed on a monthly basis and if met the employee will move to 3rd class.
- 4.04 The probationary period may be extended by the equivalent time an employee is absent for the purposes of evaluation and the application of 4.02 above only and shall not affect an employee's progression through increment levels (Article 8, Wages and Salaries) or eligibility for promotion (Article 18).
- 4.05 Employees shall be eligible for all rights and benefits upon completion of the probationary period. Seniority shall be from the current date of hire.
- 4.06 Notwithstanding Clause 4.03 and 4.04 and subject to Clause 4.02, employees shall be eligible for the rights and benefits of this collective agreement from the date of hire, including any waiting periods, except: Article 23, Pregnancy/Parental Leave; Article 35, Association Leave; Article 37, Duty Exchange; (subject to the approval of the Platoon Chief), Article 45, Transfers Within Divisions; Clause 50.05, Earned Deferred Leave; and, Letter of Agreement, Fire Fighter Exchange Program.
- 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 11.02;
- 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.
- (c) With respect to those matters set out in paragraphs (a)(i) through (iv) above, a service and/or, seniority date will 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.
- (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*.

4.08 The City shall maintain a seniority list of all employees coming within Local 3888. An up-to-date copy of such list shall be forwarded electronically to Local 3888 on a monthly basis.

Article 5 LOSS OF SENIORITY AND TERMINATION

5.01 An employee shall lose their seniority, all of their accumulated service and their employment shall be terminated for any of the following reasons:

- (a) such employee voluntarily quitting employment with the City;
- (b) discharge of such employee for just cause from employment with the City;
- (c) if the employee is absent without notice and a reason satisfactory to the Fire Chief in excess of seven (7) working days from the commencement of absence; and
- (d) any termination under (b) and (c) above will be in compliance with the *Fire Protection and Prevention Act, 1997* as amended.

Article 6 DUES CHECK-OFF

6.01 The City in respect of each of the employees of the City who is subject to the provisions of Article 2, "Membership in the Association", and who authorizes the City in writing to do so shall:

- (a) Deduct from new employees the initiation fee payable to the Association as the By-laws of Local 3888 may from time to time provide. The initiation fee will be deducted in equal amounts from four consecutive pays starting as early as possible, allowing for the deductions to be made during the same calendar year. If an employee is in a no pay status or their pay is insufficient to cover the deduction, it would be the responsibility of the Association to collect any unpaid initiation fee;
- (b) deduct from each bi-weekly pay of such employee such sum for dues payable by such employee as the By-Laws of Local 3888 may from time to time provide;
- (c) continue to make such deductions until this Agreement is terminated or such written authority is revoked, whichever shall first occur;

- (d) as soon as the system permits, but no later than one (1) pay period after the making of each such deduction pay the sum so deducted to the Secretary Treasurer of Local 3888; and,
 - (e) the City shall notify Local 3888 in writing if an employee revokes such written authority.
 - (f) on a biweekly basis and, as soon as the system permits, the Finance Department shall provide Local 3888 with:
 - (i) a listing of employees who are in a no-pay status; and
 - (ii) a listing of employees who have stopped paying Association dues; and,
 - (iii) a listing of employees who are paying Association dues for the first time.
 - (iv) a listing of employees who have had initiation fees deducted.
 - (g) provided that, until such time as the system permits, the Finance Department will provide the Association with a listing of all members of 3888 paying dues and the amount of dues so deducted;
- 6.02 Local 3888 will provide the City of Toronto with written authorization to deduct the dues and required contributions.
- 6.03 Local 3888 will save the City of Toronto harmless from any and all claims which may be made against the City for amounts deducted from pay as herein provided.

Article 7 NO DISCRIMINATION OR HARASSMENT

- 7.01 The City and Local 3888 agree that 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 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 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.

Article 8 WAGES AND SALARIES

The parties agree to a five (5) year term with wage adjustment increases as follows:

Effective January 1, 2019	2.00%	FCFF \$100,423
Effective July 1, 2019	0.50%	FCFF \$100,925
Effective January 1, 2020	2.00%	FCFF \$102,943
Effective July 1, 2020	0.50%	FCFF \$103,458
Effective January 1, 2021	1.00%	FCFF \$104,493
Effective July 1, 2021	0.97%	FCFF \$105,506
Effective January 1, 2022	1.85%	FCFF \$107,458
Effective January 1, 2023	1.75%	FCFF \$109,338

As soon as reasonably possible following ratification by the parties, the wage increase shall be implemented and each active employee shall receive retroactive pay on 2019 earnings less statutory or other deductions required by law including Union dues.

For the purpose of clarification, all employees who have left for whatever reason shall be eligible for retroactive pay on all hours paid.

8.01(a) Direct Deposit

All employees coming within the 3888 Unit shall be required to enrol in the Direct Deposit Payroll System.

An employee's annual salary shall be paid bi-weekly based on annual salary divided by twenty-six.

Effective January 1, 2019, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$100,423.

Effective July 1, 2019, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$100,925.

Effective January 1, 2020, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$102,943.

Effective July 1, 2020, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$103,458.

Effective January 1, 2021, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$104,493.

Effective July 1, 2021, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$105,506.

Effective January 1, 2022, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$107,458.

Effective January 1, 2023, each employee of the City coming within the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$109,338.

Each employee of the City coming within the 3888 Unit holding a position and rank hereinafter set forth shall be paid an annual salary calculated on the basis of a percentage

of the annual rate for a First Class Fire Fighter set out opposite such rank as follows:

Position	Grid Increment/ % of 1st Class	Year	Annual Salary	Hourly Rate
Probationer (First 7 Months)	First 7 Months @ 65%	January 2019	\$65,275	\$29.89
		July 2019	\$65,601	\$30.04
		January 2020	\$66,913	\$30.64
		July 2020	\$67,247	\$30.79
		January 2021	\$67,920	\$31.10
		July 2021	\$68,579	\$31.40
		January 2022	\$69,847	\$31.98
		January 2023	\$71,070	\$32.54
Probationer (Second 7 Months)	Second 7 Months @ 75%	January 2019	\$75,317	\$34.49
		July 2019	\$75,693	\$34.66
		January 2020	\$77,207	\$35.35
		July 2020	\$77,593	\$35.53
		January 2021	\$78,369	\$35.88
		July 2021	\$79,129	\$36.23
		January 2022	\$80,593	\$36.90
		January 2023	\$82,004	\$37.55
3rd Class Fire Fighter	14 Months @ 80%	January 2019	\$80,338	\$36.79
		July 2019	\$80,740	\$36.97
		January 2020	\$82,354	\$37.71
		July 2020	\$82,766	\$37.90
		January 2021	\$83,594	\$38.28
		July 2021	\$84,405	\$38.65
		January 2022	\$85,966	\$39.36
		January 2023	\$87,471	\$40.05
2 nd Class Fire Fighter	14 Months @ 90%	January 2019	\$90,380	\$41.38
		July 2019	\$90,832	\$41.59
		January 2020	\$92,649	\$42.42
		July 2020	\$93,112	\$42.63
		January 2021	\$94,043	\$43.06
		July 2021	\$94,955	\$43.48
		January 2022	\$96,712	\$44.28
		January 2023	\$98,405	\$45.06
1 st Class Fire Fighter	100%	January 2019	\$100,423	\$45.98
		July 2019	\$100,925	\$46.21
		January 2020	\$102,943	\$47.14
		July 2020	\$103,458	\$47.37
		January 2021	\$104,493	\$47.84
		July 2021	\$105,506	\$48.31
		January 2022	\$107,458	\$49.20
		January 2023	\$109,338	\$50.06
Captain Marine Captain Senior Marine Engineer Fire Investigators	118%	January 2019	\$118,499	\$54.26
		July 2019	\$119,091	\$54.53
		January 2020	\$121,473	\$55.62
Captain Marine Captain Senior Marine Engineer Fire Investigators	119%	July 2020	\$123,115	\$56.37
		January 2021	\$124,346	\$56.94
		July 2021	\$125,552	\$57.49
		January 2022	\$127,875	\$58.55
Captain Marine Captain Senior Marine Engineer Fire Investigators	120%	July 2022	\$128,950	\$59.04
		January 2023	\$131,206	\$60.80

Senior Marine Captain	126%	January 2019	\$126,533	\$57.94
Senior Marine Captain	128%	July 2019	\$129,184	\$59.15
		January 2020	\$131,767	\$60.33
		July 2020	\$132,426	\$60.63
		January 2021	\$133,751	\$61.24
		July 2021	\$135,048	\$61.84
Senior Marine Captain	130%	January 2022	\$139,695	\$63.96
		January 2023	\$142,140	\$65.08
District Chief	131%	January 2019	\$131,554	\$60.24
District Chief	133%	July 2019	\$134,230	\$61.46
		January 2020	\$136,915	\$62.69
		July 2020	\$137,599	\$63.00
		January 2021	\$138,975	\$63.63
		July 2021	\$140,323	\$64.25
District Chief	135%	January 2022	\$145,068	\$66.42
		January 2023	\$147,607	\$67.59
Members of Local 3888 acting in the capacity of Platoon Chief/Division Chief shall be paid at 150% of 1 st Class		January 2019	\$150,634	\$68.97
		July 2019	\$151,387	\$69.32
		January 2020	\$154,415	\$70.70
		July 2020	\$155,187	\$71.06
		January 2021	\$156,739	\$71.77
		July 2021	\$158,259	\$72.46
		January 2022	\$161,187	\$73.80
		January 2023	\$164,008	\$75.10

Note: For payroll purposes the wages are calculated with the rate rounded to 2 decimal places.

Notwithstanding the Salary Grid set out above:

- (1) The Fire Boat Marine Engineer and employees hired as Systems Support Technicians into CAD/RMS will be paid at 100% of said annual rate for a Fire Fighter 1st Class. The employee will be subject to the normal probationary period as provided for in the collective agreement.
- (2) Employees hired into the positions of Equipment Vehicle Technician and Wireless & Systems Technician will be paid a wage rate equal to the salary for a Fire Fighter 2nd Class. The employee will be subject to the normal probationary period as provided for in the collective agreement and will remain at the 2nd class rate until their years of service within Local 3888 catches up to their rank.

8.01(b) **Red-Circling**

Where an employee is transferring from another department/division within the City to a similar or like position covered within Local 3888, based on direct transferable skills and knowledge, the employee's salary will be red-circled, if applicable, to the maximum of the current 1st class fire fighter rate.

It is understood that the above criteria will apply in the following examples:

- A City employee transferring from a Mechanics' position within Corporate Services to an Emergency Vehicle Technician position within the Mechanical Division;
- A City employee transferring from a Dispatcher/Sr. Dispatcher position within Toronto Paramedic Services to the position of Call Taker/Dispatcher Fire Fighter within Communications Division; and
- A City employee transferring from a Plans Examiner position within Toronto Building Division to a Plans Examiner position within Fire Prevention.

Should other circumstances arise that may apply to the criteria set out in the first paragraph, the parties agree to meet to discuss the matter.

Notwithstanding the above, the employee will be hired as a probationary fire fighter and subject to the time frames for moving through the rank structure and the probation provisions of the collective agreement. The employee will not be eligible to receive a wage grid increase until their years of service reach the 1st rank where the assigned salary is above their red-circled rate of pay.

8.02 **Recovery of Overpayment**

In the event of an overpayment, the City shall advise the employee in writing of such overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred. Local 3888 shall be informed in writing at the same time as the employee.

The City shall meet with the employee, who shall be entitled to have representation from Local 3888 in attendance at the meeting, so as to negotiate an appropriate schedule of recovery. The recovery schedule shall not exceed the maximum permitted by the *Wages Act*, R.S.O., 1990, as amended, unless the parties agree otherwise. It is understood that such overpayment may be the subject of a grievance at Step 3.

8.03 **Pay Shortage**

In the event that an employee's regular pay has a shortage of twelve (12) hours pay or more and the employee notifies their Division Commander/Deputy Chief in writing within three (3) working days from the day the employee receives their pay advice, the City shall rectify the shortage by direct deposit within three (3) working days.

**Article 9
HOURS OF WORK**

9.01 In this Article, an employee's regularly scheduled work week shall not exceed:

- (i) forty (40) hours for employees in the Fire Inspections & Enforcement Division and in the Public Education Division;
- (ii) Forty (40) hours for employees in the Training and Technical Operations Division subject to the Appendix B Memorandum of Agreement; and
- (iii) forty-two (42) hours for employees in all other divisions.

9.02 **Community Risk Reduction Division**

(a) Fire Inspections & Enforcement Division

Four Day Work Week

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

Five Day Work Week

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

Flex Shifts

- (i) Employees will be required to work a maximum of six (6) Flex Shifts in a calendar year

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

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

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

(b) Public Education Division

Four Day Work Week

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

Five Day Work Week

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

Flex Shifts

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

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

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

(c) Fire Investigations Division

- (i) Employees shall be scheduled to work seven (7) days per week (Monday to Sunday), 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).
- (ii) Over a four week period, each shift (A or B) shall work five (5) 12.2 hour shifts and nine (9) 11 hour shifts. Shifts commence at 7:00 a.m. Notwithstanding the above, operational needs may require an employee to work beyond their normal work schedule, including extension of the work day. The City shall not unreasonably enforce the working of overtime where there are extenuating circumstances.

- (iii) The start times stated in this Article may be changed by two (2) hours upon mutual agreement between an employee and the Division Chief and subject to operational requirements.

9.03 Staff Services Division

- (i) Recruitment and Outreach: Five Day Work Week: Monday to Friday. Shifts commence at 8:00 a.m.
- (ii) Quartermaster: Four day work week Monday to Thursday. Hours are 7:00 a.m. to 5:30 p.m.
- (iii) Public Information: Four Day work week: Employees shall alternate between the following shifts – Monday to Thursday and Tuesday to Friday. Shifts commence at 7:30 a.m.
- (iv) The start times stated in this Article may be changed by two hours upon mutual agreement between an employee and the Division Chief and subject to operational requirements.

9.04 Mechanical/Maintenance Division

- (i) Four Day Work Week: Employees shall alternate between the following shifts – Monday to Thursday and Tuesday to Friday. Shifts commence at 7:30 a.m.
- (ii) Where there are fewer than six (6) employees in a section, the Monday to Thursday shift will apply.
- (iii) The start times stated in this Article may be changed by two hours upon mutual agreement between an employee and the Division Chief and subject to operational requirements.

9.05 Training and Technical Operations Division

- (i) Four Day Work Week: Employees shall alternate between the following shifts – Monday to Thursday and Tuesday to Friday. Shifts commence at 7:30 a.m.

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

9.06 Technology Division

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

9.07 Communications Division (Call Centre - Call Taking and Dispatch)

(a) Regular Shift Schedule

- (i) Shifts shall commence at 06:30 hours for a day shift and 16:00 hours for a night shift
- (ii) Employees shall work nine and one half (9.5) hour day shifts and fourteen and one-half (14.5) hour night shifts based on the following schedule:

Tour 1 2 day shifts, 2 night shifts, five days off
Tour 2 2 day shifts, 3 night shifts, four days off
Tour 3 3 day shifts, 2 night shifts, five days off

- (iii) Employees shall not work in excess of a forty-two (42) hour work week averaged over a sixteen (16) week period.

- (iv) Staff may begin relieving at 06:00 hours for a day shift and 15:30 hours for a night shift to facilitate an orderly change of shift.

(b) **Swing Shift Schedule**

- (i) A 12-hour swing shift scheduled from 10:00 hours until 22:00 hours will be filled by two (2) call-takers/dispatchers.
- (ii) The swing shift is to be made available to call-takers/dispatchers on each platoon, excluding the Designated Acting Captains, on the basis of seniority, failing which the swing shift will be assigned to the junior staff member on each platoon.
- (iii) Employees shall not work in excess of a forty-two (42) hour work week averaged over a sixteen (16) week period.

9.08 Analytics and Decision Support Division

- (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.

9.09 Operations Division

Hours of work shall consist of twenty-four (24) hour shifts and shall be in accordance with a schedule of rotating shifts as set forth in Attachment "B". Employees shall not work in excess of a forty-two (42) hour work week averaged over a four (4) week period.

Shifts shall commence at 07:00 hours. Notwithstanding the above, it will be the practice to relieve on a person per person basis of one hour before the start of the shift, or earlier with the approval of the Officer.

A tour of duty will constitute all scheduled working days within a Monday to Sunday period.

9.10 The TFS may require employees to move from the 24-hour shift schedule to an eight (8) or twelve (12) hour training day due to the need for consecutive day training as set out below.

- (a) Training will be conducted in various locations over three (3) consecutive eight hour day shifts, or two (2) consecutive twelve hour day shifts. The training will normally be scheduled on weekdays. Training will not take place on designated holidays with the exception of Remembrance Day. Training conducted by outside agencies or that requires specialized facilities may require weekend training. An employee identified as requiring the training, upon selecting a training session, will not be required to report to one of their 24-hour shifts that tour, or the weekend immediately prior. The training session schedule will identify which 24-hour shift off applies to each platoon. Notwithstanding the above, an alternate 24-hour shift off may be identified and offered on the training schedule for selection at the employee's discretion.
- (b) In no case will an employee be required to convert more than three (3) twenty four (24) hour days in a calendar year, to a maximum of four (4) days over any three year period.
- (c) The training schedule and selection of training days will be made after vacation and lieu day selection. A minimum of three (3) training selection choices will be available for each training session to each employee.

- (d) A training schedule will be sent out to the employees no later than December 1st. Employees must submit their training selections no later than December 15th. Employees not returning their selections will be scheduled at the discretion of the Platoon Chief. The schedule will identify employees required to take the mandatory scheduled training, the dates and locations of the training available for each platoon, and the corresponding 24-hour day off. If the training location has to be changed from the initial schedule, it will be relocated no further than an adjacent command. There will be no fewer than three (3) periods available on each platoon for employees to select into over the course of the year. Employees will select from the available dates, listing them in order of preference. Selection will be done by seniority and the Platoon Chief will confirm, by memo to the District Chief, the employees and their training dates before January 1st of the training year. The District Chief will make all reasonable efforts to contact employees at work to inform them of their training schedule. Employees off duty may receive their schedule by phoning the Platoon Chief's office.
- (e) No more than five (5) employees will be taken off of any platoon on any given shift for purposes of mandatory training. This will not include mandatory training rescheduled due to sickness.
- (f) In addition to the mandatory training, voluntary training will allow for a maximum of two additional employees for each shift. Once requested and scheduled the employee is required to attend the training as per the rules of mandatory training.
- (g) The number of apparatus involved in in-service training will be adjusted by the number of employees off for mandatory and voluntary training.
- (h) An employee may request rescheduling of mandatory training where a vacancy in the training schedule allows. Duty exchanges are not allowed while on mandatory training. Vacation or lieu day changes will not be considered if they impact an employee's training selection. If the employee can reschedule the training into an open period the vacation or lieu day change request will not be unreasonably withheld.
- (i) If employees are unable to complete their training due to sickness or I.D.D., sick days will be taken from their sick bank for each day of training missed and they will be rescheduled into the next available period that they are scheduled to work. Employees' training could be rescheduled into the following year, if required. The rescheduled training would be in addition to their normal mandatory training requirements for that year.
- (j) An employee that does not complete training due to sickness or I.D.D. will have the option of having their training rescheduled as set out in 9.10 (i), or coming in off duty to complete the training during another period. Employees opting to complete their training while off duty will be credited any sick days deducted when they missed the training.
- (k) An employee missing any of the mandatory training due to bereavement has the option to reschedule the training as above or attend the missed training sessions on their own time once notifying the appropriate training officer.

9.11 Elections Scheduling & Shift Holdovers

(1) Elections Scheduling- Operations Division

- (a) All employees working on a scheduled election, who have determined that they will be casting their vote on election day must provide written notification via email of such to their respective Platoon Chief (or their designate) by 12:00 hours six (6) days before election day. This six day period outlined above shall be known as the deadline for the purposes of clause 9.11 (1).
- (b) Following the deadline TFS will review all such written notifications provided by employees and shall determine whether or not the number of employees who submitted their notification can be accommodated. Should TFS determine, at its sole discretion, that the number of

notifications cannot be accommodated, TFS shall continue to apply the Shift Holdover approach used for all other divisions as outlined in clause 9.11 (2) below. If this is the case, TFS shall send out an FCC communicating this to all staff in Operations.

- (c) Should TFS determine at its sole discretion that the number of notifications can be accommodated, the following shall apply:
 - (i) Employees who are scheduled to work on the election day and submit notice to their Platoon Chief (or their designate) that they will be voting on that day by the deadline, will be allowed time to vote in one of the following time slots at the sole discretion of TFS:
 - 0800-1100
 - 1100-1400
 - 1400-1700
 - 1700-2000
 - 2000-2300
 - (ii) Employees who submitted their notice by the deadline and take the time to vote on the election day will have their hours altered within three (3) weeks following election day on a date determined by TFS such that the three (3) hours used to vote on the election day shall be added on to one of their shifts. Once notified of the date their hours shall be altered, the employee will be required to remain on shift to 10:00 hours on the date provided by TFS. Employees who are absent from work, such that they will not be able to work to 10:00 hours on the date provided by TFS, will have their hours adjusted on the next shift that they report to work.

(2) Shift Holdovers- All Other Divisions

- (a) When a municipal, provincial or federal election is called the TFS will send written notification to all the work locations of the schedule for the upcoming election day.
- (b) The shift working the day prior to election day will be required to stay on duty the following day to allow the election day shift three hours to vote. The election day shift will pay back the holdover shift within the next 28 days on the same day of the week (if possible) or other mid-week day.
- (c) The use of the holdover shift and the resulting payback will not be on a person to person basis. It will be on a shift to shift basis. It is understood that due to a person's vacation, lieu or sick time use they may be required to work the extra time and be off the day the shift pays the time back. No one is entitled to overtime in this specific situation. The Association does not give up any other overtime entitlements set out in the collective agreement.
- (d) Elections are called within relatively short time frames. This may impact an employee's scheduled vacation. An employee whose vacation is impacted must arrange duty exchanges to resolve the conflict.
- (e) Notwithstanding the above, employees are encouraged to use advance polls to resolve the need for this provision. Employees utilizing advance polls can then utilize their duty exchange provision on a person to person basis. Duty exchanges for election holdovers, will not count towards the employee's annual maximum duty exchange provision.

Article 10 OVERTIME

- 10.01 When an employee is required to work in excess of a regularly scheduled shift or is required to report for duty during off-duty hours, the employee shall receive pay at the rate of one and one-half (1 1/2) of the employees' regular rate of pay for the work performed in excess of the shift or

work performed on off-duty hours.

- 10.02 a) If elected by the employee, the employee may receive time off in lieu of pay (accumulated time owing) at the appropriate overtime rate for each hour of overtime worked.
- b) Said time off in lieu of overtime payment must be taken at a time convenient to the Division and the employee. Accumulated time owing will not exceed eighty-four (84) hours. Any time accumulated in excess of eighty-four (84) hours will be paid out. All hours in the accumulated time owing bank will be paid out upon promotion.
- 10.03 a) Time returned will be recorded as the time the vehicle returns to station. Personnel returned to station without their vehicle shall notify Communications Control immediately upon arrival and time noted.
- b) If personal clean-up time is required, the operational reason shall be documented in detail on the Overtime form by the Company Officer.
- c) Completed Overtime Requests must be submitted no later than the first shift an employee returns to work immediately following the shift the overtime was incurred on.

Employees Assigned to Station 335:

- 10.04 Travel Days are provided to employees who report to Station 335, in lieu of overtime when reporting for duty and being relieved from duty only, and are earned at twelve (12) hours per month for the months of October to March (i.e. a maximum of three (3) twenty-four (24) hour days accumulation) provided the employees are in the workplace at least fifty percent (50%) of the month.

Travel Days are used as follows:

- a) A twenty-four (24) hour shift equals one (1) Travel Day;
- b) Travel Days are to be used prior to employees using advanced lieu days;
- c) Travel days earned in October, November and/or December are to be used by December 31st of the following year;
- d) Travel days earned in January, February and/or March are to be used by December 31st of the following year.
- e) Employees that have requested to use travel days and have been denied twice will not have the time removed within the time period described in c) and d) above.
- f) Employees that have had duty exchange(s) during the earning period will be credited the time towards their travel days in the months from October to March.

**Article 11
VACATION ENTITLEMENT**

- 11.01 Each employee coming within the 3888 Unit who is entitled to benefits in accordance with this Agreement, shall be eligible for vacation with pay on the following basis:
- (i) within the calendar year in which the employee completes one (1) year of service – three (3) weeks vacation, provided that such vacation may not be taken prior to the completion of six (6) months;
- (ii) upon completion of six (6) months of the employee's first year of service, an employee may, if they so request and the Fire Chief or their designate consents, be granted one (1) week's

vacation. If taken, the week would be deducted from the three (3) weeks entitlement to be provided at the completion of one year of service. Any vacation so approved will be scheduled in accordance with Article 12, Vacation & Lieu Day Selection;

- (iii) employees who start October 1st or later in any calendar year, will have the ability to take vacation in October, November and/or December of the following year to provide an opportunity to schedule it during that year and to prevent carry over into the following year;
- (iv) Effective October 17, 2014 - Notwithstanding clause 11.01(i), (ii), (iii) above any current or future City employees who are subsequently employed within a position covered by the Local 3888 bargaining unit will not be entitled to any vacation with pay in their first calendar year of service with the Local 3888 bargaining unit except any vacation they may have carried over from their previous service with the City. Employees who have no paid vacation time in their vacation bank when they move into Local 3888 may request one week's vacation prior to the completion of their first calendar year in accordance with clause 11.01(ii).
- (v) within the calendar year in which the employee completes:
 - nine (9) years of service – four (4) weeks vacation;
 - seventeen (17) years of service – five (5) weeks vacation;
 - twenty-two (22) years of service – six (6) weeks vacation; and one extra week - taken in the twenty-fifth (25) year only; and one extra week – taken in the thirty-fifth (35) year only.

11.02 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, the employee's 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.

11.03 When an employee:

- (i) leaves the service of the City for any reason other than retirement the vacation entitlement shall be pro-rated to their anniversary date and any vacation taken in excess of entitlement shall be recovered from the employee.
- (ii) dies on or after January 1st, in any year and prior to receiving vacation in that year, such employee shall have paid to their estate an amount equivalent to the salary or wages that would normally have been paid to the employee on account of vacation.
- (iii) is being retired, such employee shall in addition to any vacation to which they are entitled under clause 11.01 be entitled to a proportion of the vacation for the year in which the employee is being retired, for which they would be eligible if they were not retired, based on the employee's length of service between the 1st of the year in which they are being retired, and the employee's effective date of retirement, all of which vacation shall be taken prior to the effective date of retirement provided that a final payment of salary or wages in lieu thereof may be made on retirement, at the employee's option.
- (iv) is being retired on account of disability, an amount equal to the salary or wages shall be paid to such employee on account of any unused portion of vacation due to such employee on the effective date of retirement.

Article 12
VACATION & LIEU DAY SELECTION

A. DEFINITIONS & GENERAL SELECTION CONDITIONS

- 12.01 Vacation selection and scheduling shall ensure that:
- (a) all vacation and lieu time entitlement, as defined in Article 11 (Vacation Entitlements), shall be taken in the same calendar year.
 - (b) vacation and lieu time scheduled in the last tour of the year where the last tour of the year extends to the following year shall be considered to comply with (a).
- 12.02 For the purpose of this provision, the terms “crew” and “group” shall be interchangeable. Selections for a new employee shall be relegated to last choice of vacation and first choice of lieu days.
- 12.03 Vacation weeks may be split as desired, provided a minimum of one (1) calendar week (Monday to Sunday) is maintained. A maximum first selection during the summer months (from the first Monday in June until the last Sunday in September) will be limited to three (3) weeks.
- 12.04 Vacation weeks may not be broken into shifts or otherwise smaller units unless specifically approved by the Fire Chief or their designate.
- 12.05
- (a) One lieu day constitutes 12-hours. Lieu days must be scheduled in two consecutive twelve hour periods commencing at 07:00 hours.
 - (b) Where a situation arises that an employee has lieu days that total an odd number, they will be allowed to schedule a single 12-hour period off. Such 12-hour period will commence at 07:00 or 19:00 hours.
- 12.06 One vacation or lieu day selection shall be permitted at any one time for the next calendar year from within each crew or designated group.

B. VACATION SELECTION

- 12.07 All vacations and lieu days for the next calendar year must be selected after October 1st and submitted to the appropriate Platoon Chief by November 30th. All vacations must be selected before lieu day selection begins. An employee failing to submit selections shall make their selection(s) from the open time remaining in the crew’s selection schedule.
- 12.08 Vacation selection rotation for an employee shall be in ascending order in subsequent years, within the crew or group, until the employee has made a first choice, wherein the employee’s choice reverts to last within the group the following year. The ascending cycle continues as follows:

VACATION

1st this year to 5th next year
2nd this year to 1st next year
3rd this year to 2nd next year
4th this year to 3rd next year
5th this year to 4th next year

LIEU DAYS

5th this year to 1st next year
4th this year to 5th next year
3rd this year to 4th next year
2nd this year to 3rd next year
1st this year to 2nd next year

- 12.09 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.
- 12.10 Vacation weeks may be selected at the discretion of the employee provided:

- (i) multiple weeks taken as one selection shall be consecutive
- (ii) following each selection, subsequent choices may only be exercised after all other members of the group have either had an opportunity to make a selection, or have exhausted their entitlements.

C. LIEU DAY SELECTION

12.11 Lieu day selection will be made within a crew or group and only after vacation selections for all group members have been made and recorded in accordance with 12.08 above.

12.12 Lieu day selection is in the reverse order of vacation selection as referred to in 12.08 above. An employee selecting vacation first within a group will have last choice of lieu days.

12.13 Lieu day selections for the next entire calendar year for all members of the group must be made and submitted to the appropriate Platoon Chief by November 30.

12.14 A minimum of one twenty-four (24) hour shift may be selected as a lieu time choice (subject to 12.05(b)). A maximum number of 24-hour shifts over a consecutive Monday to Sunday (tour of duty) period may be selected as one choice.

12.15 Exchange of Vacation or Lieu Day Periods

- (a) Vacation exchanges are limited to members of the crew or group present in the workplace. Exchanges can be made from employee to employee, however if the exchange is made with open or Platoon Chief time (including rescheduled vacation time) these exchanges must be made on a week-for-week basis and must have an equal number of shifts within. Lieu day exchanges may be made only with other members of the crew or group present in the workplace provided the number of shifts is equal. If no exchange can be made as above, then exchanges may be made on the same platoon within the command on the same basis.
- (b) A master sheet of available vacation and lieu time will be provided by email as an attachment to all truck email accounts within the command. Open time will be administered on a first come first serve basis (except for Christmas and New Years'). A draw will be held for this time by the Command Platoon Chief. As new time becomes available due to reselection, the Platoon Chief will update the master sheet of available vacation and lieu time in the respective command and provide it via email as an attachment to all truck email accounts in each command by the end of every month.
- (c) Employees assigned to a crew will be allowed to exchange scheduled vacation and lieu days with those being held for a recruit who has not, as yet, been placed with the crew.
- (d) Vacation or lieu days of employees scheduled during the time of secondment or assignment to training will be considered open time to be used by employees assigned to the affected crews only.

The order of selection for available time shall be as outlined in 12.08.

12.16 Same Platoon Transfer - Assumption of Other Rotation Position

Employees transferred on the same platoon shall maintain their vacation and lieu day selections from their previous crew or group for that calendar year until next year's selections are made. For selection the following year, the employee will assume the position in the rotational order of the employee that they replaced.

If a member is transferred on the same platoon, they remain entitled to any time which may come open on a crew or group they have been transferred from, subject to 12.08.

12.17 Transfer to Another Platoon

An employee transferred to another platoon shall be allowed vacation and lieu time comparable to their original selections. Scheduling will be at the discretion of the Platoon Chief and may exceed permissible time already selected by members of the crew.

For selection the following year, the employee will assume the selection position of the employee that they replaced.

12.18 Advance Lieu Days and Vacation

As of August 1st in any year, an employee may request an advance of up to four (4) lieu days, and/or one week's vacation, from the following year, , for use as of September 1st in the current year, subject to time being available first on the crew or group or, in the Platoon/Division. Advance lieu days and/or vacation week requested prior to August 1st, or to be taken prior to September 1st or exceeding four (4) lieu days or one vacation week may be granted subject to the approval of the Division Commander/Deputy Chief.

12.19 Approvals of the Platoon Chief/Division Chief and/or Division Commander/Deputy Chief as set out above will not be unreasonably withheld.

12.20 Payment of Lieu Days Upon Resignation or Retirement:

- (a) For employees who work the 24-hour shift, these days shall be paid out at the rate of 12 hours per day.
- (b) For employees who work a five day work week, these shall be paid out at the rate of 8.4 hours per shift.
- (c) For employees who work a four day work week, these days shall be paid out at the rate of 10.5 hours per shift.

12.21 Vacation Carry-over

In extenuating circumstances, an employee may request the carry over of one week's vacation, subject to the approval of the Fire Chief. Any vacation carried over to the next year must be taken by February 15th of that year.

**Article 13
DESIGNATED HOLIDAYS**

13.01 The City hereby designates the following days to be observed as the holidays during each year by all employees who come within the 3888 Unit:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

PROVIDED THAT whenever any of the days so designated falls on a Saturday or Sunday, then the preceding Friday or the following Monday will be declared by the City as the day to be observed as a holiday instead of the day so designated.

13.02 (a) For all employees in the Operations Division, in lieu of the holidays referred to above, each

employee shall be entitled to a twelve (12) hour period off with full salary for each designated holiday, taken in accordance with Article 12.06. In an employee's first year of employment the holiday entitlement shall be calculated from the commencement of employment.

- (b) For all employees in the Communications Division, in lieu of the holidays referred to above, each employee shall be entitled to an equal number of days off each year with full salary. In an employee's first year of employment the holiday entitlement shall be calculated from the commencement of employment.
 - (c) Other employees, required to work all days of the week on a 28-day rotational shift schedule, in lieu of the holidays referred to above, will be entitled to time off referred to in 13.02 (a) or (b), whichever is applicable to their schedule.
- 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 31st - 12 hours;

January 1st - 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 30th - 7 hours, July 1st - 17 hours

When the holiday falls on Friday:

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 31st night shift - 12 hours;

January 1st 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 30th night shift – 7 hours, July 1st 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.

- 13.04 Each employee coming within the bargaining unit shall be entitled to one (1) day off with pay to be termed a Float Day per calendar year to be scheduled in accordance with the Vacation/Lieu Day Policy in effect at the time.

Article 14
SICK PAY

- 14.01 (a) In this Article "month" shall be a calendar month.
- (b) For staff working the twenty four (24) hour shift schedule, a day is considered a twelve (12) hour period for purposes of Article 14 only. For staff scheduled into training as set out in Article 9 a sick day will be deducted for each sick day used on the training schedule.
- (c) For staff working shifts of less than twelve (12) hours, a full shift shall be considered a sick day for the purposes of Article 14 only.
- 14.02 Credits shall be cumulative from the beginning of the first complete month after the commencement of duties. Any such credit becomes available on the first day of the succeeding month.
- 14.03 Each employee shall receive a sick pay credit of eighteen (18) hours for each month of "unbroken" service with the City. When an employee commences employment on or before the fifth calendar day of the month, it shall be considered a month of unbroken service.
- 14.04 For the purpose of receiving sick pay credits in accordance with 14.03, service shall be broken for any of the following reasons:
- (a) For staff working the twenty four (24) hour shift schedule; suspension, without pay, of more than two (2) consecutive twenty four (24) hour scheduled shifts. For all others; suspension, without pay, of more than four (4) working shifts;
- (b) approved leave of absence, without pay, except as otherwise provided in this Agreement;
- (c) any unauthorized leave of absence in excess of one (1) shift;
- (d) any period of layoff in excess of two (2) weeks;
- (e) absence on account of non-occupational illness or injury when the employee's sick pay credit has been exhausted and the employee is not in receipt of pay.
- 14.05 An employee shall not be entitled to sick pay in advance of any credit they may earn.
- 14.06 If an employee resigns their position with the City or is discharged for cause and is subsequently re-employed by the City they shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.
- 14.07 Sick pay shall be paid for any time lost by reason of non-work related illness or injury to the full extent of sick pay credits available to the employee at the time of each absence, except where an award is made under *The Workplace Safety and Insurance Benefits Act 1997*.
- 14.08 (a) The number of hours for which an employee received "sick pay" shall be deducted from their cumulative sick pay credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for half a day, and less than a full day, shall be deducted as six (6) hours of sick pay.
- (b) Employees working the twenty four (24) shift schedule may return to duty for a twelve hour period and be deemed to have used only twelve (12) hours of sick pay. i.e. An employee off sick at the start of the shift (07:00 hours) who books back to duty and reports at 19:00 hours is deemed to have used only twelve (12) hours of sick pay. An employee leaving the workplace due to sickness after six (6) hours but before twelve (12) hours in the workplace will be deemed to have used eighteen hours of sick pay, between twelve (12) and eighteen (18) hours one twelve (12) hours of sick pay; between eighteen (18) and twenty four (24) hours, six (6) hours of sick pay.

- 14.09 (a) (i) For employees not working the twenty four (24) hour shift each employee who is absent due to non-work related illness or injury shall contact the City to advise that they have such an illness or injury and the estimated date of return. Once the employee has been absent for more than three shifts, they shall, upon request of the employer, have a qualified medical practitioner complete the TFS Return to Work form and shall deliver it to the employer as soon as possible.
- (ii) For employees working the twenty four (24) hour shift schedule each employee who is absent due to non-work related illness or injury shall contact the City to advise that they have such an illness or injury and the estimated date of return. Once the employee has been absent for more than 36 consecutive scheduled working hours, they shall, upon request of the employer, have a qualified medical practitioner complete the TFS Return to Work form and the employee shall deliver it to the employer as soon as possible.
- (b) Where the employer has not requested the TFS Return to Work form under 14.09 (a) and an employee is absent for a full tour of duty, the employee, or the employee's agent, must answer the question to the on-duty Platoon Chief/Division Chief on the last day of the tour of duty or the last scheduled working day for a non-shift employee.

"Are you coming back to regular duties on the next tour of duty (or next week)?"

If the employee is not coming back to regular duties within the next tour or the next week, they shall submit a current and properly completed TFS Return to Work form no later than 14 days following the commencement of the absence

- (c) Any employee required to submit a TFS Return to Work form based on 14.09(a) or 14.09 (b) may be required to re-submit a TFS Return to Work form every twenty-eight (28) days, as required.
- (d) If the employer requires clarification of, or additions to, the information on the form the Chief Medical Officer for Toronto Fire Services may make inquiries directly of the qualified medical practitioner who completed the form and if there is a dispute it may be referred to an independent physician agreed upon by the Chief Medical Officer for the Toronto Fire Services and the employee's physician. Costs of the report from the independent physician shall be borne by the City.
- 14.10 An employee who is injured or attends a critical incident during working hours and who is required to leave for treatment or is sent home for such injury/incident shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift.
- 14.11 When an employee is given leave of absence without pay for any reason, or is laid off, and returns to work upon expiration of such leave of absence or is recalled to work, the employee shall not receive credits for the period of such absence pursuant to clause 14.04, but shall retain their cumulative credits, if any, existing at the time of such leave or layoff.
- 14.12 Vacation and Lieu
- (a) When an employee has exhausted their sick credits, the whole or part of any vacation or lieu days which may be still due on account of the previous year's service shall, where the employee so requests, be provided to them.
- (b) If the employee is unable to take all or a substantial part of their vacation or lieu days as scheduled because of an illness or injury for which the employee is under a doctor's care, the employee's vacation or lieu days not so taken shall be rescheduled by the employer upon mutual agreement with the employee. If there is not mutual agreement, the vacation or lieu day(s) shall be scheduled at the discretion of the Chief or their designate.

For the purposes of this clause the employee must have attended a doctor's office, or hospital, and received a medical note confirming the employee was ill or injured during a substantial part of the vacation period, such that the vacation is interrupted.

The employee will immediately notify Toronto Fire Services at the onset of the illness or injury (unless incapacitated due to the illness or injury) in accordance with the reporting of unscheduled absences procedures.

- (c) It is understood and agreed that where vacation or lieu days are taken in accordance with clause 14.12(a) to cover short periods of illness less than three (3) full shifts, the days shall be considered days of illness for attendance management purposes.

- 14.13 Subject to clauses 14.02 (availability) and, 14.08 (application of sick bank payment), an employee may use up to four (4) days of their available accumulated sick credits per calendar year in order to care for an ill dependent member of the employee's family living in the home of the employee, or for an ill parent or dependent child of the employee who lives outside the employee's home. When reporting an absence due to caring for an ill dependent, the employee shall provide the relationship of the ill dependent, in accordance with the current advisory and protocol for booking off duty, as amended.

Such absence shall be deducted from the employee's accumulated sick credits and shall not be considered as breaking a month's service. Ill dependent days taken off in accordance with this clause shall not be considered days of illness for attendance management purposes.

14.14 **Sick Pay Gratuity**

In this Article the words "termination of employment" shall mean separation from employment with the City by retirement, death or by resignation.

- 14.15A For Employees Hired on or before June 26, 2013, upon termination of employment with the City of Toronto

- (a) there shall be paid to every employee who has been in the employ of the City for an aggregate period of at least ten (10) years with the City, an amount equal to the cumulative sick pay hours of the employee, but in no case shall the amount exceed the aggregate amount as set out in the following schedule;
- (b) there shall be paid to the estate of an employee who dies while in the employment of the City having completed an aggregate service of at least ten (10) years with the City, an amount equal to the cumulative sick pay hours of the employee, but in no case shall the amount exceed the aggregate amount as set out in the following schedule;

Provided that those employees of the City of York and the City of Etobicoke Fire Departments who have received a sick bank pay out, or who have deferred the receipt of such sick bank pay out, shall not be further entitled to a sick bank pay out under this Article;

Service Requirements	Maximum Sick Pay Gratuity	Hours Worked Annually	
		2080	2184
		Hours Required	
At least 10 years & less than 15 years	Three (3) calendar Months	743	780
At least 15 years & less than 20 years	Four (4) calendar months	994	1044
At least 20 years & less than 25 years	Five (5) calendar months	1234	1296
At least 25 years	Six (6) calendar months	1486	1560

Where the employee does not have the number of sick hours to receive a maximum SPG payout based on their years for service, then the following calculation will determine the amount of the SPG payout:

- $[(\text{Number of available Sick Hours}) / \text{The hours Required}] \times (\text{The Maximum SPG salary for the Service Requirement})$

14.15B For Employees Hired after June 26, 2013, upon termination of employment with the City of Toronto:

- there shall be paid to every employee who has been in the employ of the City for an aggregate period of at least ten (10) years with the City, an amount equal to one-half (1/2) the cumulative sick pay hours of the employee, but in no case shall the amount exceed the aggregate amount as set out in the following schedule;
- there shall be paid to the estate of an employee who dies while in the employment of the City having completed an aggregate service of at least ten (10) years with the City, an amount equal to one-half (1/2) the cumulative sick pay hours of the employee, but in no case shall the amount exceed the aggregate amount as set out in the following schedule.

Provided that those employees of the City of York and the City of Etobicoke Fire Departments who have received a sick bank pay out, or who have deferred the receipt of such sick bank pay out, shall not be further entitled to a sick bank pay out under this Article.

Service Requirements	Maximum Sick Pay Gratuity	Hours Worked Annually	
		2080	2184
		Hours Required	
At least 10 years & less than 15 years	Three (3) calendar Months	1040	1092
At least 15 years & less than 20 years	Four (4) calendar months	1387	1456
At least 20 years & less than 25 years	Five (5) calendar months	1733	1820
At least 25 years	Six (6) calendar months	2080	2184

Where the employee does not have the number of sick hours to receive a maximum SPG payout based on their years for service, then the following calculation will determine the amount of the SPG payout.

- $[(\text{Number of available Sick Hours}) \times \frac{1}{2}] \times (\text{Employee's Hourly rate})$

14.16 Where no sick pay gratuity has been paid, for the purpose of meeting the service requirements set out in the above Schedule the following shall be included:

- time worked with the City and with any of the predecessor Municipalities, including the Municipality of Metropolitan Toronto, that now form part of the new City of Toronto.
- all time lost on account of absence for reasons of non-work related illness or injury where the employee was paid for such absence or was on sick leave without pay.

14.17 An employee who is eligible to receive a sick pay credit grant in accordance with clause 14.16 may request;

- the sick pay credit grant be paid as a lump sum amount on termination or retirement, or
- this sick pay credit grant be paid as a lump sum amount at a later date in accordance with the *Income Tax Act* of Canada.

- 14.18 An employee upon retirement shall be given the option of taking their cumulative sick pay credit grant in accordance with clause 14.16 as vacation time prior to their termination of employment.
- 14.19 In no case shall an award made by the Workplace Safety and Insurance Board be deducted from any authorized grant under this Article.



**TORONTO FIRE SERVICES
ILL DEPENDENT DAY REPORT**

Personal Information (Current)

Name (Please Print)	Personnel No.	Platoon
	e.g. 123456	
	Apparatus	Fire Station
	Radio Alia (e.g. P127, A336, R437)	

Ill Dependent Information

Relationship:				
Shifts Booked Off on IDD	1. Date	2. Date	3. Date	4. Date

Signatures

Employee (Please Print)	Signature	Date
Captain (Please Print)	Signature	Date
☐ Properly Recorded on SMS		
District Chief (Please Print)	Signature	Date
☐ Recorded on PAR - Verified		

An employee may use up to forty eight (48) hours of their available accumulated sick credits per calendar year in order to care for an ill dependent member of the employee's family living in the home of the employee, or for an ill parent or dependent child of the employee who lives outside the employee's home. When reporting an absence due to caring for an ill dependent, the employee shall provide the relationship of the ill dependent, in accordance with the current advisory and protocol for booking off duty, as amended.

Forward completed form to Platoon Chief/Division Chief

Copy: Employee

Copy: File

Article 15
PAYMENT OF MEDICAL CERTIFICATES

- 15.01 When an employee is required to provide a medical certificate, in the form provided in Appendix "A" Toronto Fire Services Return to Work form, the City shall bear the cost of such certificate to a maximum of forty dollars (\$40.00) for each medical certificate so required.
- 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 Training and Technical Operations

for the cost of one (1) 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

Benefits **Active Employees**

Extended Health Care/Dental/Group Life and Long Term Disability Insurance

16.01 **Eligibility for Benefits**

- (a) Each member coming within the 3888 Unit shall be entitled to the benefits provided for in this Article in accordance with Article 4, Probationary Period.
- (b) Clauses 16.02 and 16.03 shall apply to the eligible dependants of an eligible employee (as defined in 16.01(a) above). Such dependants are defined as follows:
 - (i) An employee's spouse including common-law (as defined by law) and same sex partner;
 - (ii) An unmarried child of the employee (including adopted, foster or stepchild) or an unmarried child of the employee's spouse who is:
 - dependent on the employee for support; and
 - under twenty-two (22) years of age (up to and including twenty-five (25) years of age if evidence is supplied that the child is a full-time student and dependent on the employee for support), or
 - incapable of self-support because of a physical or mental disability and becomes disabled before the age limitations defined above.

- (c) Each employee shall report any changes in marital status or increase or decrease in dependants without delay, and if failure to report any such changes results in any overpayment by the City, the employee shall reimburse the City in the amount of such overpayment.

16.02 **Extended Health Care Plan**

The city will provide for all members of the 3888 unit by contract with an insurer selected by the City an Extended Health Care Plan which will provide extended health care benefits. The City shall pay one hundred per cent (100%) of the premiums, which will include any premiums payable under *The Health Insurance Act*, R.S.O. 1990, c. 6, or as amended.

Eligible Expenses (Benefit year January 1 – December 31)

Reasonable and Customary Fee Schedules are developed by the benefits carrier by comparing and studying the range of charges for comparable services in the same geographic area (Ontario). Published Fee Schedules and Surveyed Responses from practitioners are utilised in establishing these amounts. The Reasonable and Customary Fee Schedule is updated annually by the benefit carrier.

- (a) Semi-private hospitalization – difference between ward and semi-private hospital room.
- (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:
- Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules.
 - Plus other non-prescription but life sustaining drugs if they have a Drug Identification Number; and
 - Fertility drugs are covered within the amended drug plan.
 - A drug card, including current generic prescription features, for use in Canada will be provided.
 - Non-generic drugs will be covered if:
 - there is no generic substitute; or
 - there are no generic substitutions readily available from the pharmacy of the employee's choice; or
 - generic drugs are the same cost, or more expensive; or
 - the employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
 - Maximum of \$300.00 per person per benefit year for smoking cessation medication.
 - Plus other non-prescription but life sustaining drugs if they have a Drug Identification Number
 - Experimental drugs which are life-sustaining and are prescribed while in a hospital in the United States or Canada and are required to be taken subsequent to the hospital stay, are included. The Association shall save the City harmless in all respects of an employee electing to access and participate in the use of experimental drugs.

- (c) Private Duty Nursing at home when medically necessary, to a maximum of \$60,000.00 per person per three (3) benefit years. This includes the services of a Registered Nurse or Licensed Practical Nurse.
- (d) Payable from the first visit, services of a licensed and/or registered chiropractor, podiatrist, chiropodist, acupuncturist, osteopath, naturopath or masseur to a maximum of \$500 per person per benefit year per specialty, to a maximum of \$2,000.00.

Effective September 15, 2017, payable from the first visit, services of a licensed and/or registered acupuncturist, athletic therapist, chiropodist, chiropractor, masseur, naturopath, osteopath or podiatrist, to a maximum of \$600 per person per benefit year per specialty, to a maximum of \$2,500.00. It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the *Medicine Act*, 1991 or a Nurse Practitioner within a one (1) year period.

Effective January 1, 2020:

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.

It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the *Medicine Act*, 1991 or a Nurse Practitioner within a one (1) year period.

Effective January 1, 2021:

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.

It is understood that services of the above mentioned masseur will require a prescription from a Physician, Surgeon or Osteopath in accordance with the *Medicine Act*, 1991 or a Nurse Practitioner within a one (1) year period.

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 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.

- (e) Effective September 15, 2017, services of a registered Psychologist to a maximum of \$3,500.00 per person per benefit year. The provider shall include a person holding the degree of Master of Social Work (MSW) as long as the MSW's charges are tax deductible.

Effective September 15, 2017, services of a registered Psychotherapist to a maximum of \$3,500.00 per person per benefit year.

- (f) Unlimited services of a licensed physiotherapist with the provision that, although the employee shall use the OHIP entitlement first, they may use their physiotherapy extended health benefit to top up from the first visit.
- (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, 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.

- (h) Hearing Aids, including repairs, batteries, and hearing tests to a maximum of \$1,800.00 per person per three (3) benefit years.
- (i) One (1) pair of orthotic devices and/or one (1) pair of orthopaedic shoes per person per benefit year provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination, eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices or orthopaedic shoes per benefit year.

Where off the shelf orthopaedic shoes are deemed not to be medically appropriate by the employee's treating physician, customizing of orthopaedic shoes or boots, or custom made shoes or boots will be considered on a case by case basis.

- (j) Out-of-province/country coverage for emergency treatment for employees and their dependants.

- (k) Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

Ambulance services, plus air ambulance, dental services to repair damage to natural teeth, and dentures which start within twelve (12) months of the accident, rental or purchase of medical equipment, hospital bed, walker, cane, oxygen set, respirator, casts, braces, crutches, etc., artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, standard-type wheel chair and wheel chair repairs, etc. to the extent that they are reasonable and do not exceed the limits to be established in our plans.

Prosthetic appliance coverage which would include the purchase or rental of the following items when authorized in writing by the patient's physician: standard type artificial limb or eye, splints, trusses, cervical collars, indwelling catheters, urinary kits, ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for persons who lack an organic lens after cataract surgery).

Exceptions to "Standard Equipment"

Exceptions to "standard" equipment provided for in this clause (16.02(k)) may be reviewed on a case by case basis when it is demonstrated by the employee's treating physician that "standard" medical equipment is not medically appropriate for the employee.

- (l) Lab tests and x-ray examinations not covered by OHIP, as of January 1, 2003, but not including other forms of imaging are covered provided they result from a written order of a medical doctor, nurse practitioner or dentist, and are reasonable and customary.
- (m) Services of a registered Audiologist and/or Speech Language Pathologist to a maximum of \$1,500.00 per person per benefit year.
- (n) Where an employee is not in receipt of salary or wages due to illness or injury for a period of time that exceeds twenty-six (26) consecutive full bi-weekly pay periods the employee shall be responsible for the cost of premiums for any of the benefits under which the employee has coverage.

16.03 Dental Benefits

The City will provide for all employees and dependents as defined in 16.01(ii)(b), by contract with an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay 100% of the premiums.

Eligible Expenses (Current ODA fee guide for general practitioners other expenses to reasonable and customary charge; benefit year – January 1 – December 31)

One hundred percent (100%) for:

- Preventative, diagnostic emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays, and space maintainers for missing primary teeth, subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependants under the age of eighteen (18).
- Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth). Employees shall be entitled to white fillings wherever required and requested by the employee.
- Surgical services (extractions), all oral surgery and anesthesia
- Periodontal, endodontic and adjunctive general service procedures, including drugs administered during procedures in accordance with accepted dental procedure standards.

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.
- Initial installation of full or partial dentures, and repair, returning and releasing replacement of dentures which are five (5) or more years old.

Fifty percent (50%) – to a lifetime maximum of \$4,000.00 per person

- Orthodontic procedures, including consultation, diagnostic services preventative, interceptive and corrective orthodontics.

16.04 **Group Life Insurance**

- (a) The City shall provide by contract with an insurer licensed under the Insurance Act and selected by the City, group life insurance for all employees of the City coming within the Local 3888 Unit an amount equivalent to two (2) times such employee's annual salary rate taken to the nearest one thousand dollars, subject to a \$100,000.00 group life minimum, for each such employee covered by such insurance and the City shall pay 100% of the premium.
- (b) The group life insurance referred to in sub-clause (a) hereof shall be supplemented by "accidental death and dismemberment" in the amount equal to two (2) times the employee's annual salary taken to the nearest \$1,000 subject to a \$100,000.00 minimum. This will apply only to non-occupational related accidental death and dismemberment.
- (c) The group life insurance referred to in sub-clause (a) above shall be supplemented by an additional three (3) times the employee's annual salary taken to the nearest one thousand dollars, subject to a \$200,000.00 minimum, in the event a member of Local 3888 is killed in the line of duty, or dies as a result of occupational illness or injury as recognized by W.S.I.B. and as qualified below.
- (d) Under this provision an employee may be eligible for (a) and (b) or (a) and (c); but, in no case will an employee be eligible for (a), (b) and (c).

16.05 (a) **Optional Group Life Insurance – Employee and Spouse**

The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life Insurance up to a maximum of two hundred thousand (\$200,000.00) dollars for the employee and/or two hundred thousand (\$200,000.00) for the employee's spouse, with evidence of insurability. The employee shall pay one hundred per cent (100%) of the premiums.

- (b) **Optional Group Life Insurance – Dependent Children**

The City shall provide for all employees through a contract with an insurer selected by the City, Optional Group Life insurance up to a maximum of twenty thousand dollars (\$20,000.00) for each child of the employee, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.

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 benefit to be payable after six (6) continuous months

absence from work on account of illness or injury ("the six (6) month qualifying period"), 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.

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:

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 their 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 (b) During the six (6) month qualifying period the employee is subject to participating in the Modified Work Program Policy which will not interrupt the qualifying period.

When calculating the long term disability benefit referred to in clause 16.06(a), above, the employee's basic salary shall take into account changes in salary, if any, that occurred during the "qualifying period" if the employee was a participant in the Modified Work Program at the time that the salary change(s) took effect.

- 16.06 (c) Except where a premium waiver applies, the City will ensure the continuation of existing benefit coverage, as set out in this article, of an employee who has applied for the long term disability benefit but who has exhausted their sick pay credits prior to the conclusion of the six (6) month qualifying period. In no case shall the period of such continued coverage exceeds twenty-six (26) biweekly pay periods in accordance with clause 16.06(n).

An employee who has applied for the long term disability benefit but who has exhausted their sick pay credits prior to the conclusion of the six (6) month qualifying period may use any vacation entitlement or lieu time owing as sick credits. In that case, the vacation or lieu time will be treated as sick pay credits and the provisions of this Article and Article 14 will apply.

- 16.06 (d) The two year own occupation period of an employee commences upon completion of the six (6) month qualifying period.

- 16.06 (e) The employee's own occupation at the point of disability will be used for determining their eligibility for Long Term Disability benefits.

- 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:

- (1) Receive Long Term Disability payments from the carrier at which time the employee ceases to participate in the Modified Work Program Policy, or

(2) Utilize sick credits prior to receiving Long Term Disability payments and the Modified Work Program Policy will still apply. An employee's receipt of sick credits does not alter either the six (6) month qualifying period or their own occupation period.

(i) On a one-time basis only, identify a date upon which he or shall shall discontinue the use of their sick credits in 16.06(f)(2) and may commence receipt of long Term Disability payments for the remainder of their own occupation coverage period provided in 16.06(f)(1).

(ii) And if their sick credits in 16.06(f) (2) are used up during the period of own occupation coverage, may receive Long Term Disability payments for the remainder of their own occupation coverage period.

Effective January 1, 2019: 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:

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:

(1) Receive Long Term Disability payments from the carrier at which time the employee ceases to participate in the Modified Work Program Policy, or

(2) 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.

16.06 (g) The City shall provide employees who are in receipt of long term disability plan benefit, benefit coverage under the Extended Health Care, Group Life Insurance and Dental Plan. The City shall pay one hundred percent (100%) of the premiums.

16.06 (h) No employee may collect Long Term Disability benefit payments while they are in receipt of sick pay benefits from the City.

16.06 (i) If the application for Long Term Disability benefits is denied, the employee continues under the Modified Work Program Policy, and/or any other policies or collective agreement provisions as appropriate.

16.06 (j) **Expedited LTD Process**

In the event that a difference arises relating to the interpretation, application or administration of clause 16.06 (Long Term Disability) the following expedited dispute resolution procedure shall be followed:

(i) Either party shall have the right to refer the matter to the City's Director of Employee & Labour Relations and to the President of Local 3888, or their respective designates, for immediate discussion and speedy resolution:

(ii) In the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issues(s) in dispute to expedited arbitration;

(iii) If either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by a mutually agreed upon arbitrator with an availability to hear the matter within ninety (90) working days of its referral.

(iv) The parties will request that the arbitrator's decision be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

16.07 **Benefits Pre-65 Retirees**

The pre-65 retiree benefit plan contains clauses 16.01, 16.02, 16.03, 16.04, 16.08 and 16.09 herein.

16.08 **Benefits for Surviving Spouse and/or Dependants – Line of Duty Death**

Should a full-time fire fighter die in the line of duty, their surviving spouse and/or dependants will continue to receive the fire fighter's benefits as set out in the collective agreement. The benefits shall apply to dependent children as defined in 16.01(b). This benefit shall be in effect until the fire fighter would have reached age sixty-five or until the **surviving spouse** remarries, whichever first occurs.

16.09 **Benefits for Surviving Spouse and/or Dependants – (Non-LOD Death)**

Should a fire fighter die outside of the line of duty, their surviving spouse and/or dependants will continue to receive the fire fighter's benefits as set out in the collective agreement and/or in the City policy and as follows:

- If active at the time of the death, benefits continue for a period of ten (10) years.
- If retired at the time of the death and in receipt of post-65 benefits (Toronto and North York), benefits continue in accordance with the fire fighter's applicable plan.
- If retired and in receipt of pre-65 benefits at the time of death, benefits continue in accordance with the applicable plan until the fire fighter would have reached age sixty-five or until the survivor reaches age sixty-five, or for a period of five (5) years, whichever first occurs.

16.10 **Benefits Utilisation and Premium Rates**

Six weeks prior to the implementation of new premium rates, the City shall meet with Local 3888 to discuss the criteria used to determine the new rates.

Six months after the end of each benefit year, the City shall provide to Local 3888 general written utilisation information, including costs, for each benefit. At Local 3888's request, the City shall meet with Local 3888 to discuss such information.

16.11 **Change in Benefit Carrier**

Should there be a change in benefit carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels.

16.12 **Benefits Monitoring Committee**

A benefits monitoring committee shall be established consisting of up to two (2) representatives from each of Local 3888 and the City. This Committee shall be jointly chaired by the Director, Pension, Payroll & Employee Benefits, and the President of Local 3888 or their designates.

The object of the committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 3888 and the City.

The committee shall meet at the request of either party.

16.13 **Copies of the Benefit Plan Booklet**

The City shall provide each employee a copy of the benefit plan booklet and shall provide updates when they occur. The City shall provide Local 3888 with a copy of the benefit plan booklet and updates for proof-reading and comment prior to its distribution to employees.

- 16.14 The City shall provide the Association with a copy of the signed benefit plan(s), including any updates or changes thereto, once the City is in receipt of the same. Any update or change shall not reduce the scope, level, or nature of any benefit without the agreement of the parties.

Article 17
Benefits - Post 65 Retirees

- 17.01 All persons who were previously employed in Etobicoke, Scarborough or North York, who would have been entitled to a paid up life insurance plan after turning age 65, pursuant to coverage previously available to them in their predecessor municipality, shall be entitled to receive the coverage that would have been available on December 31, 1997, based on the salaries in effect on January 1, 2002.

- 17.02 (a) All persons who were employed in Toronto or North York as of December 31, 1997, and who would have been entitled to benefits after age 65, pursuant to coverage previously available to them in their predecessor municipality, shall be entitled to receive their respective post-65 benefit plan. Subject to 17.02(b), this post-65 retiree benefit (excluding the life insurance) is eliminated effective July 19, 2013.

- 17.02 (b) All persons who were employed in Toronto or North York as of December 31, 1997, and who would have been entitled to benefits after age 65, who are presently eligible to retire as of June 26, 2013, on an actuarially unreduced pension or are within one year of eligibility to retire on an actuarially unreduced pension, shall be granted a one-time election, to be exercised by September 24, 2013 between continuation of the grandfather post-65 benefits under article 17.02(a) or, in addition to the continuation of the post-65 life insurance, the three thousand dollar (\$3,000) per year health care spending account. A failure to elect will be considered an election in favour of the three thousand dollar (\$3,000) per year health spending account.

IN DISPUTE

- 17.03 (a) Effective July 19, 2013, all current employees and any employee who is not subject to post-65 retiree benefits in accordance with Article 17.02 (a) or (b) who retired on or after January 1, 2010, shall be entitled to a Health Care Spending Account (HCSA) of three thousand dollars (\$3,000) per year provided that the Canada Revenue Agency's definition regarding eligible expenses are met. The HCSA will be administered on the same basis as the Toronto Police Service Collective Agreement. The non-cumulative HCSA shall run for a period of ten (10) years, commencing on the day the employee reaches age 65.

- (b) Employees who have a minimum of 25 years of service with Toronto Fire Services and who opt for a commuted value transfer instead of an early retirement pension will also qualify for coverage.

- (c) The Health Care Spending Account shall be per member regardless of single or family status. If the member dies, then the member's surviving spouse shall be able to access the Health Care Spending Account until the member would have reached age seventy-five (75). Coverage will include the eligible expenses of a member's dependent children.

- 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) years of age.

Article 18 PROMOTIONS

18.01

(a) **Definition of Service:**

Service for this Article means continuous employment with Toronto Fire Services and/or the Fire Departments of the predecessor Municipalities.

(b) **Probationary Period**

All employees promoted to permanent rank of Captain/District Chief shall be on probation for the equivalent of six (6) working months during which their performance shall be evaluated. If an employee's performance is unsatisfactory they shall be demoted to the position they held prior to the promotion. To be reconsidered for promotion the employee would have to compete and be successful in future competitions.

The above paragraph does not apply to employees promoted to following ranks:

- Captain and District Chief within the Operations division;
- Captain and District Chief within the Fire Inspections and Enforcement Division;
- Captain and District Chief within the Public Education Division;
- Captain* and District Chief within the Fire Investigations Division.

*For probationary language specific to Captain Fire Investigation promotions - see language contained in clause 18.03, 6.7) Captain, Fire Investigations Promotional Process; Probation Following Promotion to Captain.

(c) **Promotional List – List Type “A” Does Not Expire**

A promotional list that continues to be in effect with successful candidates from subsequent promotional processes being placed at the bottom of the list, with the longest service receiving the highest placement in the qualifying 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.

Those employees who are not required to re-qualify shall retain their placement at the top of the promotional list.

Those employees who are required to re-qualify, and are successful, shall retain their previous position on the promotional list.

(d) **Promotional List – List Type “B” Expires**

A promotional list that is in effect for two years from its implementation date, unless it has been depleted. A new list will be established after a subsequent competition.

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.

(e) **Maintaining of Rank or Placement on Acting Lists for Employees Transferring from One Division to Another**

Employees who have qualified for an acting position (placement on a promotional list) or an officer rank (completed assessment period if applicable) in a division and then transfer to another division, do not forfeit the rank, placement or standing on the promotional list of the division they are transferring from provided they meet the conditions set out below. Article 46 sets out the rules for transfer and this provision sets out the rules for maintaining rank or placement on promotional lists.

In all situations employees transferring from a division to a former division may be required to take necessary recertification and familiarization for that division.

(f) Definition of Maintenance of Rank

An employee that meets the requirements of the *General Conditions for Rank or Permanent Acting Position* maintains their rank for a period of five (5) years. In accordance with Article 46 an employee may have a transfer request on file but not have it acted upon within the five (5) year period. Maintaining of rank or acting position will be applied in the following way depending on the promotional list.

(g) For Promotional List “A” – Applies to:
Operations, Community Risk Reduction (except Captain Investigations), Training and Technical Operations (District Chief only), Staff Services (except for Captains of PIO and of Recruitment/Outreach), Communications (Call taking/ Dispatching), Radio and CAD/RMS (Captains only) and Mechanical

Employees will maintain their rank for a period of five years. If they submit a transfer request to return to their former division (with “A” type list) within four (4) years of leaving the division, and that transfer request has not been acted upon by the fifth year they will maintain their rank for one additional year.

(h) For Promotional List “B” – Applies to:
Community Risk Reduction - Investigations Captain only,
Training and Technical Operations - Captain only,
Staff Services – Captains of PIO and of Recruitment/Outreach only
Analytics and Decision Support – DC and Captain

Employees will maintain their rank for a period of five years. If they submit a transfer request to return to their former division (with “B” type list) within five (5) years of leaving the division they will be put at the top of the list. If two (2) or more employees are returning within their five years, their order will be determined by placement on the promotional list provisions. If they are placed on the list within their five (5) years of maintaining rank period, they will maintain their place on the list until they are transferred or the list expires. If the list expires prior to their five year period expiring they will be placed at the top of the new list. If the list expires and they have exceeded their five year maintaining rank period, they will be placed on the new list based on their seniority date and all other provisions regarding re-placement on the list for that division will apply.

(i) General Conditions for Rank or Permanent Acting Position

Employees who have achieved a rank or permanent acting position in a division will maintain that rank for a period of five (5) years after leaving that division, provided that the employee has worked in the rank or permanent acting position in that division for a minimum period of two (2) years (includes probationary period).

(j) Placement on List for Acting Position

Employees who have qualified for an acting position and are on a list awaiting a permanent acting position can transfer to another division and maintain their placement on the acting position list, provided that;

- The employee maintains and continues all necessary qualification or re-qualification requirements to remain on the qualified list of the division they have left. Should a permanent acting position come available in the former division, the employee must take the acting position and remain in the permanent acting position in that division for a minimum of two (2) years before transferring to any other division. Failure to do so will result in their removal from the qualified list as the employee will not have met the general conditions above.

(k) **Acting Personnel**

Employees who are in a permanent acting role within a division may transfer to another division and maintain their placement on the promotional list from their former division (for a period of five (5) years) provided they have a minimum of two (2) years in the permanent acting position.

The following conditions will apply to being promoted in their former division;

- To be promoted within their former division, an employee in a permanent acting role must have unbroken service in that division in an acting capacity, for a minimum of two (2) years immediately prior to being promoted. In divisions that promote from the acting list sooner than the two (2) years, the employee must have unbroken service in the division from the time they qualified.
- If a promotion is available prior to completing the two years set out above, the employee will be held at the top of the list until their two (2) years is complete. Promotions will continue from the list and the employee will be promoted to the first vacancy available upon completion of the two (2) years.

(l) **Transferring**

An employee transferring back to a former division, either in an acting or officer's position, may only transfer when a vacancy becomes available. The employee is required to take the vacancy that is available after all transfer requests made by other employees within the division are processed.

(m) **Placement on Promotional Lists – Permanent Accommodations and Employees covered by clause 26.02 of Mandatory Retirement – Operations Division**

Where a Captain or District Chief has been permanently accommodated (under paragraph 16 of Article 59) or re-assigned (in accordance with Article 26) to a division, they will be placed, at the employee's request, by seniority on the current promotional list. This does not remove the employee's obligation to complete all the other requirements to qualify for the promotion and will be eligible for promotion upon completion.

(n) **Overarching Principles of Promotional Process**

- 1) In order to be considered qualified, an employee must possess both the technical skills and professional skills (leadership and people skills) required for the applicable role.
- 2) The promotional process by which candidates are assessed to be qualified to perform roles must be fair, reliable, and valid.
- 3) The Employer is responsible for managing the promotional process.
- 4) Eligible employees who choose to participate in a promotional process are responsible for participating in the process in good faith with the aim of becoming qualified through diligent preparation and study of material, to eventually be promoted to the relevant rank.

- 5) The Employer is responsible to provide opportunities, as agreed to in Article 18, for the employee to increase their skills and knowledge both prior to the promotional process and thereafter

18.02 OPERATIONS

1 General Provisions

- 1.1) The notification to participate in the promotional process shall be posted no less than six (6) months prior to the date of the written exam. The Association shall be notified in writing of any suggested changes to the study material that may occur within the six (6) months notification period. Once the parties have agreed to the suggested changes within the six (6) months notification period they shall be made available as soon as it is practical to do so. The parties agree that no changes suggested by TFS within the six (6) months notification period shall be unreasonably declined by the Association. The lead time for any changes within the 6 months shall be sufficient to allow a reasonable person acting prudently to access and study the material prior to the cutoff date for the promotional process. Both parties shall operate in good faith.
- 1.2) An applicant must personally submit the application to compete at least two (2) months prior to the written examination date.
- 1.3) The Skills evaluation (practical) component of the competitions will be completed within one hundred and twenty (120) calendar days after the written examination is completed.
- 1.4) Subject to operational requirements, applicants scheduled to be on duty at the time of the written examination, or the skills evaluation component will be required to arrange for a substitute for the day of the exam. The substitute shall be paid their regular rate for the hours worked by the City, or shall receive alternate hours off. If conducted in the day, a minimum of 12-hours off, if conducted in the evening, a minimum of 12-hours off.
- 1.5) An Association representative may be present as an observer during the Written Examination and Skills Evaluation Components. The Association representative shall have no marking/grading role in the process and their absence shall not delay any examination or component. Candidates are encouraged to address any concerns with their representative.
- 1.6) The Employer has the obligation to provide training, which could include instructor lead, online learning, and self-study, as required under Clause 18.02 to help guide the Employee through the promotional process. The Employer shall provide training where applicable on the skills that will be assessed to establish competence.
- 1.7) A joint Promotional Review Committee will be established to review and make recommendations with respect to addressing issues and/or improving the promotional process. The parties agree that a Terms of Reference will be developed in line with this Article. The joint Promotional Review Committee will address changes to the support the division's promotional processes and senior officer development.

2 Captain, Operations

2.1) Initiation of Promotional Process:

A promotional process for Captain will be initiated once the number of non-designated qualified actors on the promotional list reaches fifty (50) or lower. Notwithstanding the above the Employer may initiate the promotional process sooner upon consultation with the Association, pursuant to the provisions of this agreement.

2.2) Eligibility Requirements

To be eligible to participate in the Operational promotional process for Captain, Employees must have the following a) and b), or, a) and c).

- (a) At least the last two (2) years being service within the Operations division, immediately prior to the date of the TFS written exam,

and

- (b) Been one of the 230 most senior eligible employees. This number may be adjusted up or down in order to consider all employees hired in the same class. If adding an additional class results in less than 50% of that class being greater than the threshold of 230 then the class shall be added. If adding that class puts more than 50% of the class over the threshold of 230 then the class will not be added.

For example, after 225 eligible applicants, the next class is a class of 40 which would result in 35 individuals of that class being over the 230 (which is greater than 50% of that class) therefore the eligible applicants list would remain at 225 candidates.

or

- (c) Been previously eligible to participate due to their seniority but is not on the promotional list. This is in addition to the 230 most senior eligible employees.

2.3) Components of the Captain's Promotional Process:

The promotional process for Captain is comprised of six (6) main components:

- (a) NFPA 1041 Level 1 course and exam
- (b) NFPA 1021 Officer Level 1 course and exam
- (c) TFS Written Exam
- (d) Skills Evaluation component
- (e) NFPA 1021 Officer Level 2 course and exam
- (f) Successful completion of the Pre-Promotional Assessments while acting as outlined in this MOA

It is understood that the employer is obligated to provide appropriate developmental training in each stage of the process as outlined and agreed to in Clause 18.02. The employer will endeavor to ensure that a) and b) are completed prior to the continuation of any subsequent components of the process.

2.4) Successfully Completing the Promotional Process:

To successfully complete the Promotional Process candidates must pass each of the following components:

- (a) NFPA 1041 Level 1 Course and Exam:
Applicants must pass NFPA 1041 Level 1 course and exam, including any rewrite opportunities that are available as per NFPA standards.
- (b) NFPA 1021 Officer Level 1 Course and Exam:
Applicants must pass NFPA 1021 Officer Level 1 course and exam, including any rewrite opportunities that are available as per NFPA standards.
- (c) TFS Written Exam:
Applicants must achieve at least 75% on the TFS written exam. To determine pass or fail of the TFS written exam the final mark will be rounded to the nearest whole number (up or down).

- (d) **Skills Evaluation Component:**
Where the opportunity was made available, applicants who have passed the above components (a), (b) and (c) are eligible to participate in the skills evaluation component and must achieve at least 75% in each skill segment of the evaluation. The mark for each skill segment will be combined to arrive at a final mark for this component and will be rounded to the nearest whole number (up or down).
- (e) **NFPA 1021 Officer Level 2 Course and Exam:**
Applicants who have successfully completed the above components (a), (b), (c) and d) are eligible to participate in NFPA 1021 Officer Level 2 course and exam, which they must successfully complete prior to being eligible for promotion to Captain, including any rewrite opportunities that are available as per NFPA standards. Anyone not participating in NFPA 1021 Officer Level 2 will be removed from the promotional list and cease to be eligible to act.
- (f) **Successful completion of the Pre-Promotional Assessments:**
Applicants must successfully complete the pre-promotional assessments while acting as outlined in Clause 18.02.

In order to be placed on the promotional list and eligible to act, candidates must successfully complete components:

- (a) NFPA 1041 Level 1 course and exam,
- (b) NFPA 1021 Officer Level 1 course and exam,
- (c) TFS Written Exam,
- (d) Skills Evaluation Component.

In order to be promoted to the full rank of Captain, candidates must, in addition to the above, have successfully completed components:

- (e) NFPA 1021 Officer Level 2 course and exam, delivered in house by TFS, and
- (f) Successfully completed the pre promotional assessments.

2.5) Placement on the Captain's Promotional List

For those candidates who successfully complete components a), b), c) and d) in 2.4) above of the promotional process, the marks from components c) and d) shall be calculated into a final overall mark as follows:

- Step 1: The actual (not rounded) final mark for each of the two (2) components is determined.
- Step 2: The following weightings are applied to each of the two (2) final component (not rounded) marks, as applicable.
- | | <u>Weighting</u> |
|-----------------------|------------------|
| (a) TFS Written Exam | 40% |
| (b) Skills Evaluation | 60% |
- Step 3: After the above weightings have been applied, the sum of the two marks are calculated.
- Step 4: The results of step 3 is rounded to the nearest whole number (up or down) to arrive at the overall mark, which must be 75% or higher to pass and proceed to Step 5.
- Step 5: For the purpose of placement position on the promotional list only, one (1) additional mark will be added to the overall mark as in step 4 for each

completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of a mark for each completed month) to arrive at the 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 being placed at the top of the list.

In case of tie:

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

- (i) The most senior individual will be given the higher placement on the list.
- (ii) In the event that they have the same seniority, the person with the highest mark in the skills evaluation component will be given the higher placement on the list.
- (iii) In the event that they have the same mark in the skills evaluation component, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

2.6) Acting

All apparatus having a Captain in Charge as listed in Article 42, with the exception of the apparatus at the Toronto Islands Fire Hall and the Fire Boat, shall have a First Class Fire Fighter qualified to act in the capacity of a Captain assigned to it. These Fire Fighters shall cover "regular acting roles" 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 within the District. If no one from the list is available in the District, selection shall be made from within the Command/Platoon.

Employees on unpaid leave of absence including Firefighter Exchange Program of greater than thirty days at the time the regular acting role becomes available will not be placed until the next vacancy, following their return to regular operations duties. In the interim they shall maintain their position on the Acting List.

This does not apply to employees on Leaves of Absence due to a recognized disability or in accordance with Pregnancy Parental Leave provided for in Article 23.

This does not apply to employees on approved Leaves of Absence as of June 26, 2013.

2.7) Pre-Promotional Assessments

The employer shall make available appropriate training to allow the individual to obtain the necessary skills to succeed.

Promotion to the next permanent vacancy of Captain in Operations will be based on the Promotional List, provided the employee has performed satisfactorily in a regular acting role for a period of at least eighteen (18) months immediately prior to promotion. All employees acting as Captain shall have their performance formally evaluated annually.

Employees on unpaid leave of absence including Firefighter Exchange Program of greater than thirty (30) days at the time of the Promotion opportunity will not be promoted until the next vacancy, following their return to regular operations duties. In the interim, they shall

maintain their position at the top of the Promotional List and upon their return to the workplace will receive the Captain's rate of pay for any period of retraining. The candidate's promotional date will be backdated to the date they would have been promoted had the employee been in the workplace for future promotional opportunities only. This does not apply to Leave of Absences due to a recognized disability or in accordance with Pregnancy/ Parental Leave provided for in Article 23.

For Employees that have been designated as actors for a minimum of three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting Captain Performance Assessment,
- b) They must have had a satisfactory assessment in the last eighteen (18) months immediately prior to their promotion while in the workplace (this does not need to be continuous), and
- c) Once the employee has achieved a), they will be promoted and receive the Captain's rate of pay and promotional date backdated to the day they would have normally been promoted.

For Employees that have been designated as actors for less than three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting Captain Performance Assessment,
- b) They must successfully complete a post promotional assessment of eighteen (18) months, and for any deficiencies that have been identified they will have an additional eighteen (18) months of support to rectify. At any time that circumstances warrant, any party can bring the matter to the attention of Labour Management.
- c) Once the employee has achieved a), they will be promoted and receive the Captain's rate of pay and promotional date backdated to the day they would have normally been promoted.

2.8) Promotion to Full Captain

When a vacancy occurs in the rank of Captain that vacancy shall be filled by the highest standing eligible candidate from the established list. This process will continue until the established list of eligible applicants is exhausted. Positions becoming vacant after the list is exhausted shall be filled from a subsequent competition.

3 Senior Marine Captain

3.1) Frequency

A competition for the rank of Senior Marine Captain will commence when it is likely that a vacancy will occur. The Fire Chief may initiate a competition pursuant to the provisions set out below.

3.2) Eligibility for Senior Marine Captain

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

- a) a minimum three (3) years of service as a permanent Marine Captain; and
- b) successful completion of, or enrolment in, relevant courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

3.3) Notification

The call to participate in the promotional process shall be posted in the work locations a minimum of thirty (30) days prior to the examination date where practicable. An applicant must personally submit the application 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 written examination, oral or practical components will be required to arrange for a substitute for the day of the exam. The substitute shall be paid their regular rate for the hours worked by the City, or shall receive alternate hours off. If conducted in the day a minimum 10 hours off, if conducted in the evening a minimum of 14-hours off.

3.4) Examination and Passing Grade

The 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 examination to be considered for the position.

3.5) Acting – Senior Marine Captain

There is no acting for the Senior Marine Captain. The administrative duties of the position will be covered by the Senior Marine Engineer.

3.6) Promotion to Senior Marine Captain

Promotion to Senior Marine Captain will be to the successful candidate with the greatest seniority.

4 District Chief, Operations

4.1) Initiation of Promotional Process

A promotional process for District Chief will be initiated once the number of non-designated qualified actors on the promotional list reaches ten (10) or lower. Notwithstanding the above, the Employer may initiate the promotional process sooner upon consultation with the Association.

4.2) Eligibility Requirements

To be eligible to participate in the promotional process for District Chief, employees must have achieved the full rank of Captain in the Operations Division as of the day of the notification of the promotional process.

For the purpose of eligibility to compete in the DC promotional process only, a vacancy in the position of Captain will be considered filled 28 days after that vacancy occurred.

4.3) **Components of the DC Promotional Process**

The promotional process for District Chief is comprised of three (3) main components:

- (a) TFS Written Exam
- (b) Skills Evaluation Component
- (c) Successful completion of pre-promotional assessments

The practical components will measure skill sets appropriate to the position of District Chief, which may include but are not limited to:

- Functioning at the emergency scene
- Administrative skills
- Human Resources and interpersonal skills

All scenarios will be drawn from the material which has been deemed relevant to the District Chiefs position.

4.4) **Successfully Completing the Promotional Process**

To successfully complete the DC Promotional Process candidates must pass each of the following components:

- (a) *TFS Written Exam:*
Applicants must achieve at least 75% on the TFS written exam in order to be eligible to participate in the practical component. To determine pass or fail, the final mark will be rounded to the nearest whole number (up or down).
- (b) *Skills Evaluation Component:*
Applicants must achieve at least 75% on each of the practical scenarios to be deemed competent for the role of District Chief.
- (c) *Successful completion of the pre-promotional assessments*

4.5) **Placements on the District Chief's Promotional List**

For those candidates who successfully complete components a) and b) of the promotional process, the marks from each component a) and b) shall be calculated into a final overall mark as follows:

Step 1: The actual (not rounded) final mark for each of the two (2) components is determined.

Step 2: The following weightings are applied for each of the two (2) final components (not rounded) marks, as applicable.

	<u>Weighting</u>
a) TFS Written Exam	40%
b) Skills Evaluation	60%

Step 3: After the above weightings have been applied, the sum of the two marks is calculated.

Step 4: The results of step 3 is rounded to the nearest whole number (up or down) to arrive at the overall mark.

Step 5: Only the top twenty (20) candidates will be placed on the promotional list. For the purpose of placement position on the promotional list only, two (2) additional

marks will be added to their overall mark as in step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark being placed at the top of the list.

In addition, candidates who did not stand in the top twenty (20), but have achieved an overall mark of 90% or higher will be placed on the promotional list below the top twenty (20) candidates by adding two (2) additional marks to their overall mark as in step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark being placed at the top of this group.

In case of tie:

In the event that two or more individuals have an identical final overall mark using the method outlined above, then the order of the ranking 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 mark in the skills evaluation component will be given the higher placement on the list.
- (c) In the event that they have the same mark in the skills evaluation component, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

4.6) Acting

Captain's qualified to act in the capacity of District Chief will be assigned to a specific District Chief, to a maximum of sixty (60) across Toronto Fire Services, according to their standing on the Promotional List. Only when an acting role cannot be filled by the Captain's identified above will other acting roles be assigned. Selection shall be made using the promotional list to identify the actor with the highest standing who is at work and available within the Command/Platoon.

Employees on unpaid leave of absence including Firefighter Exchange Program of greater than thirty days at the time the regular acting role becomes available will not be placed until the next vacancy, following their return to regular operations duties. In the interim they shall maintain their position on the Acting List.

This does not apply to employees on Leaves of Absence due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

This does not apply to employees on approved Leaves of Absence as of June 26, 2013.

4.7) Pre-Promotional Assessments

The employer shall make available appropriate training to allow the individual to obtain the necessary skills to succeed.

Promotion to the next permanent vacancy of District Chief in Operations will be based on the Promotional List, provided the employee has performed satisfactorily in a regular acting role

for a period of at least eighteen (18) months immediately prior to promotion. All employees acting as District Chief shall have their performance formally evaluated annually.

Employees on unpaid leave of absence including Firefighter Exchange Program of greater than thirty (30) days at the time of the Promotion opportunity will not be promoted until the next vacancy, following their return to regular operations duties. In the interim, they shall maintain their position at the top of the Promotional List and upon their return to the workplace will receive the Captain's rate of pay for any period of retraining. The candidate's promotional date will be backdated to the date they would have been promoted had the employee been in the workplace for future promotional opportunities only. This does not apply to Leave of Absences due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

For Employees that have been designated as actors for a minimum of three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- b) They must have had a satisfactory assessment in the last eighteen (18) months immediately prior to their promotion while in the workplace (this does not need to be continuous), and
- c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date backdated to the day they would have normally been promoted.

For Employees that have been designated as actors for less than three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- b) They must successfully complete a post promotional assessment of eighteen (18) months, and for any deficiencies that have been identified they will have an additional eighteen (18) months of support to rectify. At any time that circumstances warrant, any party can bring the matter to the attention of Labour Management.
- c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date backdated to the day they would have normally been promoted.

4.8) Promotion to full District Chief

When a vacancy occurs in the rank of District Chief that vacancy shall be filled by the list that was established above.

18.03 COMMUNITY RISK REDUCTION DIVISION

1 General Provisions Applicable to Community Risk Reduction Division

- 1.1) The notification to participate in the promotional process shall be posted no less than six (6) months prior to the date of the written exam. The Association shall be notified in writing of any suggested changes to the study material that may occur within the six (6) months notification period. Once the parties have agreed to the suggested changes within the six (6) months notification period they shall be made available as soon as it is practical to do so. The parties agree that no changes suggested by TFS within the six (6) months notification period shall be unreasonably declined by the Association. The lead time for any changes within the six (6) months shall be sufficient to allow a reasonable person acting prudently to access and study the material prior to the cut off date for the promotional process. Both parties shall operate in good faith.
- 1.2) An applicant must personally submit the application to compete at least two (2) months prior to the written examination date.
- 1.3) The skills evaluation component of the competition will be completed within one hundred and twenty (120) calendar days after the written examination is completed.
- 1.4) Subject to operational requirements, applicants scheduled to be on duty at the time of the Written examination and Skills Evaluation Components will be required to arrange for substitute for the day of the exam. The substitute shall be paid his/her regular rate for the hours worked by the City, or shall receive alternate hours off. If conducted in the day, a minimum of 12-hours off, if conducted in the evening, a minimum of 12-hours off.
- 1.5) An Association representative may be present as an observer during the Written Examination and Skills Evaluation Components. The Association representative shall have no marking/grading role in the process and his/her absence shall not delay any examination or component. Candidates are encouraged to address any concerns with their representative.
- 1.6) The Employer has the obligation to provide training, which could include instructor lead training, online learning, and self-study, as required in 18.03 to help guide the employee through the promotional process. The Employer shall provide training where applicable on the skills that will be assessed to establish competence.
- 1.7) A joint Promotional Review Committee will be established to review and make recommendations with respect to addressing issues and/or improving the promotional process. The parties agree that a Terms of Reference will be developed in line with this Article. The joint Promotional Review Committee will address changes to support the division's promotional processes and senior officer development.

2 Captain, Fire Inspections and Enforcement Division

2.1) Initiation of Promotional Process

A promotional process for Captain will be initiated once the number of non-designated qualified actors on the promotional list reaches five (5) or lower. Notwithstanding the above the Employer may initiate the promotional process sooner upon consultation with the Association, pursuant to the provisions of this agreement.

2.2) Eligibility Requirements

To be eligible to participate in the Fire Inspections and Enforcement promotional process for Captain, employees must have the following a) or a) and b).

- (a) A minimum of five (5) years of service with the Toronto Fire Services as of December 31st in the exam year, with at least the last (30) months being service within the Fire Inspections and Enforcement Division immediately prior to the date of the TFS written exam.

or

- (b) Must have been previously eligible to participate due to their seniority but are not on the promotional list.

2.3) Components of the Captain's Promotional Process

The promotional process for Captain is comprised of six (6) main components:

- (a) NFPA 1031 Level 2 course and exam
- (b) NFPA 1041 Level 1 course and exam
- (c) TFS Written Exam
- (d) Skills Evaluation component (Oral/Practical)
- (e) BCIN: General Legal Course and Exam AND Fire Protection Course and Exam
- (f) Successful completion of the Pre-Promotional Assessments while acting as outlined in Clause 18.03

It is understood that the Employer is obligated to provide appropriate developmental training in each stage of the process as outlined and agreed to in Clause 18.03. The Employer will endeavor to ensure that a), b) and e) are completed prior to the completion of the process.

2.4) Successfully Completing the Promotional Process

To successfully complete the promotional process candidates must pass each of the following components:

- (a) NFPA 1031 Officer Level 2 Course and Exam:
Applicants must pass NFPA 1031 Level 2 course and exam, including any rewrite opportunities that are available as per NFPA standards.
- (b) NFPA 1041 Level 1 Course and Exam:
Applicants must pass NFPA 1041 Level 1 course and exam, including any rewrite opportunities that are available as per NFPA standards.
- (c) TFS Written Exam:
Applicants must achieve at least 75% on the TFS written exam. To determine pass or fail of the TFS written exam the final mark will be rounded to the nearest whole number (up or down).
- (d) Skills Evaluation Component (Oral/Practical):
Where the opportunity was made available, applicants who have passed the above components a), b) and c) are eligible to participate in the skills evaluation component and must achieve at least 75% in each skill segment of the evaluation. The mark for each skill segment will be combined to arrive at a final mark for this component and will be rounded to the nearest whole number (up or down).
- (e) BCIN: General Legal and Fire Protection Courses and Exams:
Applicants must pass the BCIN General Legal and Fire Protection exams, including any rewrite opportunities that are available as per Ministry of Municipal Affairs and Housing Standards (MMAH) standards; TFS will not cover the cost of more than three (3) attempts for each course
- (f) Successful Completion of the Pre-Promotional Assessments:

Applicants must successfully complete the pre-promotional assessments while acting as outlined in this MOA.

In order to be placed on the promotional list and eligible to act, candidates must successfully complete the following components:

- a) NFPA 1031 Level 2 course and exam,
- b) NFPA 1041 Level 1 course and exam,
- c) TFS Written Exam,
- d) Skills Evaluation Component.

In order to be promoted to the full rank of Captain, candidates must, in addition to the above, have successfully completed the following components:

- e) BCIN General Legal and Fire Protection courses and exams.
- f) Successfully completed the pre-promotional assessments.

2.5) Placement on the Captain's Promotional List A

For those candidates who successfully complete components a), b), c) and d) in 2.4) of the promotional process, the marks from components c) and d) shall be calculated into a final overall mark as follows:

- Step 1: The actual (not rounded) final mark for each of the two (2) components is determined.
- Step 2: The following weightings are applied to each of the two (2) final component (not rounded) marks, as applicable.
- | | <u>Weighting</u> |
|-----------------------|------------------|
| (a) TFS Written Exam | 40% |
| (b) Skills Evaluation | 60% |
- Step 3: After the above weightings have been applied, the sum of the two marks are calculated.
- Step 4: The results of Step 3 is rounded to the nearest whole number (up or down) to arrive at the overall mark, which must be 75% or higher to pass and proceed to Step 5.
- Step 5: For the purpose of placement position on the promotional list only, one (1) additional mark will be added to the overall mark as in Step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of a mark for each completed month) to arrive at the 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 being placed at the top of the list.

In case of tie:

In the event that two or more individuals have an identical final overall mark using the method outlined above, then the order of the ranking 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 mark in the skills evaluation component will be given the higher placement on the list.

c) In the event that they have the same mark in the skills evaluation component, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

2.6) Acting

All offices having a Captain in charge of Firefighters - Inspectors, shall have a First Class firefighter- Inspector qualified to act in the capacity of a Captain assigned to it. These Firefighter-Inspectors shall cover "regular acting roles" 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 within the Command. If no one from the list is available in the Command, selection shall be made from within the other Commands.

Employees on unpaid leave of absence, including the Firefighter Exchange Program, of greater than thirty (30) days at the time the regular acting role becomes available will not be placed until the next vacancy, following their return to regular operations duties. In the interim they shall maintain their position on the Acting List.

This does not apply to employees on Leaves of Absence due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

This does not apply to employees on approved Leaves of Absence as of June 26, 2013.

2.7) Pre-Promotional Assessments

The Employer shall make available appropriate training to allow the individual to obtain the necessary skills to succeed.

Promotion to the next permanent vacancy of Captain in the Fire Prevention-Inspections Division will be based on the Promotional List, provided the employee has performed satisfactorily in a regular acting role for a period of at least eighteen (18) months immediately prior to promotion. All employees acting as Captain shall have their performance formally evaluated annually.

Employees on unpaid leave of absence, including the Firefighter Exchange Program, of greater than thirty (30) days at the time of the promotion opportunity will not be promoted until the next vacancy, following their return to regular operations duties. In the interim, they shall maintain their position at the top of the Promotional List and upon their return to the workplace will receive the Captain's rate of pay for any period of retraining. The candidate's promotional date will be backdated to the date they would have been promoted had the employee been in the workplace for future promotional opportunities only. This does not apply to Leave of Absences due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

For Employees that have been designated as actors for a minimum of three (3) years prior to being absent from the workplace

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

a) They will be retrained and must successfully demonstrate competency to the Acting Captain Performance Assessment,

- b) They must have had a satisfactory assessment in the last eighteen (18) months immediately prior to their promotion while in the workplace (this does not need to be continuous), and
- c) Once the employee has achieved a), they will be promoted and receive the Captain's rate of pay and the promotional date will be backdated to the day they would have normally been promoted.

For Employees that have been designated as actors for less than three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting Captain Performance Assessment,
- b) They must successfully complete a post promotional assessment of eighteen (18) months, and for any deficiencies that have been identified they will have an additional eighteen (18) months of support to rectify. At any time that circumstances warrant, any party can bring the matter to the attention of Labour Management.
- c) Once the employee has achieved a), they will be promoted and receive the Captain's rate of pay and the promotional will be date backdated to the day they would have normally been promoted.

2.8) Promotion to Full Captain

When a vacancy occurs in the rank of Captain that vacancy shall be filled by the highest standing eligible candidate from the established list. This process will continue until the established list of eligible applicants is exhausted. Positions becoming vacant after the list is exhausted shall be filled from a subsequent competition.

3 District Chief, Fire Prevention – Inspections and Enforcement Division

3.1) Initiation of Promotional Process

A promotional process for District Chief will be initiated once the number of non-designated qualified actors on the promotional list reaches two (2) or lower. Notwithstanding the above, the Employer may initiate the promotional process sooner upon consultation with the Association.

3.2) Eligibility Requirements

To be eligible to participate in the promotional process for District Chief, employees must have achieved the full rank of Captain in the Fire -Inspections and Enforcement Division as of the day of the notification of the promotional process.

For the purpose of eligibility to compete in the DC promotional process only, a vacancy in the position of Captain will be considered filled twenty eight (28) days after that vacancy occurred.

3.3) Components of the DC Promotional Process

The promotional process for District Chief is comprised of three (3) main components:

- (a) TFS Written Exam
- (b) Skills Evaluation Component (Oral/Practical)
- (c) Successful completion of pre-promotional assessments

The oral/practical components will measure skill sets appropriate to the position of District Chief, which may include but are not limited to:

- Job Related Scenarios
- Administrative skills
- Human Resources and interpersonal skills

All scenarios will be drawn from the material which has been deemed relevant to the District Chiefs position.

3.4) **Successfully Completing the Promotional Process**

To successfully complete the DC Promotional Process candidates must pass each of the following components:

- (a) TFS Written Exam:
Applicants must achieve at least 75% on the TFS written exam in order to be eligible to participate in the practical component. To determine pass or fail, the final mark will be rounded to the nearest whole number (up or down).
- (b) Skills Evaluation Component: Oral/Practical
Applicants must achieve at least 75% on each of the practical scenarios to be deemed competent for the role of District Chief.
- (c) Successful completion of the pre-promotional assessments.

3.5) **Placements on the District Chief's Promotional List A**

For those candidates who successfully complete components a) and b) of the promotional process, the marks from each component a) and b) shall be calculated into a final overall mark as follows:

Step 1: The actual (not rounded) final mark for each of the two (2) components is determined.

Step 2: The following weightings are applied for each of the two (2) final components (not rounded) marks, as applicable.

	<u>Weighting</u>
a) TFS Written Exam	40%
b) Skills Evaluation	60%

Step 3: After the above weightings have been applied, the sum of the two marks is calculated.

Step 4: The results of step 3 is rounded to the nearest whole number (up or down) to arrive at the overall mark.

Step 5: Only the top three (3) candidates will be placed on the promotional list. For the purpose of placement position on the promotional list only, two (2) additional marks will be added to their overall mark as in Step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark being placed at the top of the list.

In addition, candidates who did not stand in the top three (3) but have achieved an overall mark of 90% or higher will be placed on the promotional list by adding two (2) additional marks to their overall mark as in step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark being placed at the top of this group.

In case of tie:

In the event that two or more individuals have an identical final overall mark using the method outlined above, then the order of the ranking 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 mark in the skills evaluation component will be given the higher placement on the list.
- c) In the event that they have the same mark in the skills evaluation component, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

3.6) Acting

Captains qualified to act in the capacity of District Chief will be assigned to a specific District Chief, until each District Chief has one qualified actor assigned to them, according to their standing on the Promotional List. Only when an acting role cannot be filled by the Captain's identified above will other acting roles be assigned. Selection shall be made using the promotional list to identify the actor with the highest standing who is at work and available within the Command. If no actor from the list is available in the Command, selection shall be made within the other Commands.

Employees on unpaid leave of absence, including the Firefighter Exchange Program, of greater than thirty (30) days at the time the regular acting role becomes available will not be placed until the next vacancy, following their return to regular operations duties. In the interim they shall maintain their position on the Acting List.

This does not apply to employees on leaves of absence due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

This does not apply to employees on approved Leaves of Absence as of June 26, 2013.

3.7) Pre-Promotional Assessments

The employer shall make available appropriate training to allow the individual to obtain the necessary skills to succeed.

Promotion to the next permanent vacancy of District Chief in Operations will be based on the Promotional List, provided the employee has performed satisfactorily in a regular acting role for a period of at least eighteen (18) months immediately prior to promotion. All employees acting as District Chief shall have their performance formally evaluated annually.

Employees on unpaid leave of absence, including the Firefighter Exchange Program, of greater than thirty (30) days at the time of the promotion opportunity will not be promoted until the next vacancy, following their return to regular operations duties. In the interim, they shall maintain their position at the top of the Promotional List and upon their return to the workplace will receive the Captain's rate of pay for any period of retraining. The candidate's

promotional date will be backdated to the date they would have been promoted had the employee been in the workplace for future promotional opportunities only. This does not apply to Leave of Absences due to a recognized disability or in accordance with Pregnancy/ Parental Leave provided for in Article 23.

For employees that have been designated as actors for a minimum of three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- (a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- (b) They must have had a satisfactory assessment in the last eighteen (18) months immediately prior to their promotion while in the workplace (this does not need to be continuous), and
- (c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date backdated to the day they would have normally been promoted.

For Employees that have been designated as actors for less than three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- (a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- (b) They must successfully complete a post promotional assessment of eighteen (18) months, and for any deficiencies that have been identified they will have an additional eighteen (18) months of support to rectify. At any time that circumstances warrant, any party can bring the matter to the attention of Labour Management.
- (c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date will be backdated to the day they would have normally been promoted.

3.8) Promotion to full District Chief

When a vacancy occurs in the rank of District Chief that vacancy shall be filled by the list that was established above.

4 Captain, Public Education Division

4.1) Initiation of Promotional Process

A promotional process for Captain will be initiated once the number of non-designated qualified actors on the promotional list reaches five (5) or lower. Notwithstanding the above the Employer may initiate the promotional process sooner upon consultation with the Association, pursuant to the provisions of this agreement.

4.2) Eligibility Requirements

To be eligible to participate in the Public Education promotional process for Captain, Employees must have the following a) Or a) and b).

- a) A minimum of five (5) years of service with the Toronto Fire Services as of December 31st in the exam year, with at least the last (30) months being service within the Public Education division, immediately prior to the date of the TFS written exam,

or

- b) Must have been previously eligible to participate due to their seniority but are not on the promotional list.

4.3) Components of the Captain's Promotional Process

The promotional process for Captain is comprised of six (6) main components:

- (a) NFPA 1035 Level 2 course and exam
- (b) NFPA 1041 Level 1 course and exam
- (c) NFPA 1031 Level 1 course and exam
- (d) TFS Written Exam
- (e) Skills Evaluation component (Oral/Practical)
- (f) Successful completion of the Pre-Promotional Assessments while acting as outlined in this MOA

It is understood that the employer is obligated to provide appropriate developmental training in each stage of the process as outlined in Clause 18.03. The Employer will endeavor to ensure that a), (b) and (c) are completed prior to the completion of the process.

4.4) Successfully Completing the Promotional Process

To successfully complete the Promotional Process candidates must pass each of the following components:

- (a) NFPA 1035 Level 2 Course and Exam:
Applicants must pass NFPA 1035 Level 2 course and exam, including any rewrite opportunities that are available as per NFPA standards.
- (b) NFPA 1041 Level 1 Course and Exam:
Applicants must pass NFPA 1041 Level 1 course and exam, including any rewrite opportunities that are available as per NFPA standards.
- (c) NFPA 1031 Level 1 Course and Exam:
Applicants must pass NFPA 1031 Level course and exam, including any rewrite opportunities that are available as per NFPA standards.
- (d) TFS Written Exam:
Applicants must achieve at least 75% on the TFS written exam. To determine pass or fail of the TFS written exam the final mark will be rounded to the nearest whole number (up or down).
- (e) Skills Evaluation Component(Oral/Practical):
Where the opportunity was made available, applicants who have passed the above components (a), (b) (c), and (d) are eligible to participate in the skills evaluation component and must achieve at least 75% in each skill segment of the evaluation. The mark for each skill segment will be combined to arrive at a final mark for this component and will be rounded to the nearest whole number (up or down).
- (f) Successful completion of the Pre-Promotional Assessments:

Applicants must successfully complete the pre-promotional assessments while acting as outlined in this MOA.

In order to be placed on the promotional list and eligible to act, candidates must successfully complete the following components:

- (a) NFPA 1035 Level 2 Course and Exam:
- (b) NFPA 1041 Level 1 Course and Exam:
- (c) NFPA 1031 Level 1 Course and Exam:
- (d) TFS Written Exam
- (e) Skills Evaluation Component:(Oral/Practical)

In order to be promoted to the full rank of Captain, candidates must, in addition to the above, have successfully completed the following components:

- (f) Successfully completed the pre-promotional assessments.

4.5) **Placement on the Captain's Promotional List A**

For those candidates who successfully completed components (a),(b),(c),(d) and (e) in 4.4) above of the promotional process, the marks from components (d) and (e) shall be calculated into a final overall mark as follows:

Step 1: The actual (not rounded) final mark for each of the two (2) components is determined.

Step 2: The following weightings are applied to each of the two (2) final component (not rounded) marks, as applicable.

	<u>Weighting</u>
d) TFS Written Exam	40%
e) Skills Evaluation	60%

Step 3: After the above weightings have been applied, the sum of the two marks are calculated.

Step 4: The results of step 3 is rounded to the nearest whole number (up or down) to arrive at the overall mark, which must be 75% or higher to pass and proceed to Step 5.

Step 5: For the purpose of placement position on the promotional list only, one (1) additional mark will be added to the overall mark as in step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of a mark for each completed month) to arrive at the 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 being placed at the top of the list.

In case of tie:

In the event that two or more individuals have an identical final overall mark using the method outlined above, then the order of the ranking 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 mark in the skills evaluation component will be given the higher placement on the list.
- c) In the event that they have the same mark in the skills evaluation component, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

4.6) **Acting**

All offices having a Captain in charge of Firefighters-Public Educators, shall have a First Class Firefighter-Public Educator qualified to act in the capacity of a Captain assigned to it. These Firefighters-Public Educators shall cover "regular acting roles" 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 within the Command. If no one from the list is available in the Command, selection shall be made from within the other Commands.

Employees on unpaid leave of absence, including Firefighter Exchange Program, of greater than thirty (30) days at the time the regular acting role becomes available will not be placed until the next vacancy, following their return to regular operations duties. In the interim they shall maintain their position on the Acting List.

This does not apply to employees on Leaves of Absence due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

This does not apply to employees on approved Leaves of Absence as of June 26, 2013.

4.7) **Pre-Promotional Assessments**

The Employer shall make available appropriate training to allow the individual to obtain the necessary skills to succeed.

Promotion to the next permanent vacancy of Captain in Public Education will be based on the Promotional List, provided the employee has performed satisfactorily in a regular acting role for a period of at least eighteen (18) months immediately prior to promotion. All employees acting as Captain shall have their performance formally evaluated annually.

Employees on unpaid leave of absence, including the Firefighter Exchange Program, of greater than thirty (30) days at the time of the promotion opportunity will not be promoted until the next vacancy, following their return to regular operations duties. In the interim, they shall maintain their position at the top of the Promotional List and upon their return to the workplace will receive the Captain's rate of pay for any period of retraining. The candidate's promotional date will be backdated to the date they would have been promoted had the employee been in the workplace for future promotional opportunities only. This does not apply to Leave of Absences due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

For Employees that have been designated as actors for a minimum of three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- (a) They will be retrained and must successfully demonstrate competency to the Acting Captain Performance Assessment,

- (b) They must have had a satisfactory assessment in the last eighteen (18) months immediately prior to their promotion while in the workplace (this does not need to be continuous), and
- (c) Once the employee has achieved a), they will be promoted and receive the Captain's rate of pay and promotional date backdated to the day they would have normally been promoted.

For Employees that have been designated as actors for less than three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- (a) They will be retrained and must successfully demonstrate competency to the Acting Captain Performance Assessment,
- (b) They must successfully complete a post promotional assessment of eighteen (18) months, and for any deficiencies that have been identified they will have an additional eighteen (18) months of support to rectify. At any time that circumstances warrant, any party can bring the matter to the attention of Labour Management.
- (c) Once the employee has achieved a), they will be promoted and receive the Captain's rate of pay and promotional date backdated to the day they would have normally been promoted.

4.8) Promotion to Full Captain

When a vacancy occurs in the rank of Captain that vacancy shall be filled by the highest standing eligible candidate from the established list. This process will continue until the established list of eligible applicants is exhausted. Positions becoming vacant after the list is exhausted shall be filled from a subsequent competition.

5 District Chief, Public Education Division

5.1) Initiation of Promotional Process

A promotional process for District Chief will be initiated once the number of non-designated qualified actors on the promotional list reaches two (2) or lower. Notwithstanding the above, the Employer may initiate the promotional process sooner upon consultation with the Association.

5.2) Eligibility Requirements

To be eligible to participate in the promotional process for District Chief, employees must have achieved the full rank of Captain in the Public Education Division as of the day of the notification of the promotional process.

For the purpose of eligibility to compete in the DC promotional process only, a vacancy in the position of Captain will be considered filled twenty eight (28) days after that vacancy occurred.

5.3) Components of the DC Promotional Process: Public Education

The promotional process for District Chief is comprised of three (3) main components:

- a) TFS Written Exam
- b) Skills Evaluation Component (Oral/Practical)

- c) Successful completion of pre-promotional assessments

The oral/ practical components will measure skill sets appropriate to the position of District Chief, which may include but are not limited to:

- Job Related Scenario
- Administrative skills
- Human Resources and interpersonal skills

All scenarios will be drawn from the material which has been deemed relevant to the District Chiefs position.

5.4) **Successfully Completing the Promotional Process**

To successfully complete the DC Promotional Process candidates must pass each of the following components:

- a) TFS Written Exam:
Applicants must achieve at least 75% on the TFS written exam in order to be eligible to participate in the practical component. To determine pass or fail, the final mark will be rounded to the nearest whole number (up or down).
- b) Skills Evaluation Component: Oral/Practical:
Applicants must achieve at least 75% on each of the oral/practical scenarios to be deemed competent for the role of District Chief.
- c) Successful completion of the pre-promotional assessments

5.5) **Placements on the District Chief's Promotional List A**

For those candidates who successfully complete components a) and b) of the promotional process, the marks from each component a) and b) shall be calculated into a final overall mark as follows:

Step 1: The actual (not rounded) final mark for each of the two (2) components is determined.

Step 2: The following weightings are applied for each of the two (2) final components (not rounded) marks, as applicable.

	<u>Weighting</u>
a) TFS Written Exam	40%
b) Skills Evaluation	60%

Step 3: After the above weightings have been applied, the sum of the two (2) marks is calculated.

Step 4: The results of Step 3 is rounded to the nearest whole number (up or down) to arrive at the overall mark.

Step 5: Only the top two (2) candidates will be placed on the promotional list. For the purpose of placement position on the promotional list only, two (2) additional marks will be added to their overall mark as in step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark being placed at the top of the list.

In addition, candidates who did not stand in the top two (2) but have achieved an overall mark of 90% or higher will be placed on the promotional list by adding two (2) additional marks to their overall mark as in Step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark being placed at the top of this group.

In case of tie:

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

- i) The most senior individual will be given the higher placement on the list.
- ii) In the event that they have the same seniority, the person with the highest mark in the skills evaluation component will be given the higher placement on the list.
- iii) In the event that they have the same mark in the skills evaluation component, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

5.6) Acting

Captain's qualified to act in the capacity of District Chief will be assigned to a specific District Chief until each District Chief has one qualified actor assigned to them, according to their standing on the Promotional List. Only when an acting role cannot be filled by the Captain's identified above will other acting roles be assigned. Selection shall be made using the promotional list to identify the actor with the highest standing who is at work and available within the Command. If no actor from the list is available in the Command, selection shall be made from within the other Commands.

Employees on unpaid leave of absence, including the Firefighter Exchange Program, of greater than thirty (30) days at the time the regular acting role becomes available will not be placed until the next vacancy, following their return to regular operations duties. In the interim they shall maintain their position on the Acting List.

This does not apply to employees on leaves of absence due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

This does not apply to employees on approved Leaves of Absence as of June 26, 2013.

5.7) Pre-Promotional Assessments

The employer shall make available appropriate training to allow the individual to obtain the necessary skills to succeed.

Promotion to the next permanent vacancy of District Chief in Operations will be based on the Promotional List, provided the employee has performed satisfactorily in a regular acting role for a period of at least eighteen (18) months immediately prior to promotion. All employees acting as District Chief shall have their performance formally evaluated annually.

Employees on unpaid leave of absence, including the Firefighter Exchange Program, of greater than thirty (30) days at the time of the Promotion opportunity will not be promoted until the next vacancy, following their return to regular operations duties. In the interim, they shall maintain their position at the top of the Promotional List and upon their return to the

workplace will receive the Captain's rate of pay for any period of retraining. The candidate's promotional date will be backdated to the date they would have been promoted had the employee been in the workplace for future promotional opportunities only. This does not apply to Leave of Absences due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

For employees that have been designated as actors for a minimum of three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- b) They must have had a satisfactory assessment in the last eighteen (18) months immediately prior to their promotion while in the workplace (this does not need to be continuous), and
- c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date backdated to the day they would have normally been promoted.

For Employees that have been designated as actors for less than three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- b) They must successfully complete a post promotional assessment of eighteen (18) months, and for any deficiencies that have been identified they will have an additional eighteen (18) months of support to rectify. At any time that circumstances warrant, any can bring the matter to the attention of Labour Management.
- c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date backdated to the day they would have normally been.

5.8) Promotion to full District Chief

When a vacancy occurs in the rank of District Chief that vacancy shall be filled by the list that was established above.

6 Captain, Fire Investigations Division

6.1) 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 (2) years from its implementation, which will be either the day following the date the previous list expires or completion of the competition.

6.2) **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.

6.3) **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 they 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 their 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.

6.4) **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:

(a)	Written Examination	50%
(b)	Oral	30%
(c)	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 their absence shall not delay any examination or component.

6.5) **Placement on the Promotional List – List Type “B”**

The Promotional List will be in place for two (2) 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 (2) 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 their length of service.

6.6) Promotion to Captain

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

6.7) Probation following Promotion to Captain

All employees joining the Investigation Unit shall be on probation for the equivalent of six (6) working months during which their performance shall be evaluated. If an employee's performance is unsatisfactory, they shall be placed back to the position they held prior to joining the Unit. During this six-month period if the employee or employer is not satisfied then they will be returned to their previous division with no impact on service and seniority within that division.

After the six (6) month period members wishing to transfer will do so utilizing Division transfer language.

6.8) Certification following Promotion to Captain

During their 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.

7 District Chief, Fire Investigations Division

7.1) Initiation of Promotional Process

A promotional process for District Chief will be initiated once the number of non-designated qualified actors on the promotional list reaches one (1) or lower. Notwithstanding the above, the Employer may initiate the promotional process sooner upon consultation with the Association.

7.2) Eligibility Requirements

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.

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.

- (b) Successful completion and certification of all the following courses/programs and following areas, which must be completed within two (2) years of becoming a Captain:
 - a) NFPA 1033
 - b) NFPA 1031 Level 1
 - c) NFPA 1035 Level 1
 - 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 Level 1

7.3) Components of the DC Promotional Process

The promotional process for District Chief is comprised of three (3) main components:

- a) TFS Written Exam
- b) Oral and/or Practical as determined by TFS
- c) Successful completion of pre-promotional assessments

The oral and/or practical components will measure skill sets appropriate to the position of District Chief, which may include but are not limited to:

- Job Related Scenarios
- Administrative skills
- Human Resources and interpersonal skills

All scenarios will be drawn from the material which has been deemed relevant to the District Chiefs position.

7.4) Successfully Completing the Promotional Process

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/or 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:

(a)	Written Examination	50%
(b)	Oral	30%
(c)	Practical	20%

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

(a)	Written Examination	70%
(b)	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 their absence shall not delay any examination or component.

7.5) Placements on the District Chief's Promotional List A

For those candidates who successfully complete components (a), (b) and (c) in a three component process OR (a) and (b) in a two component process of the promotional process, the marks from each component (a), (b) and (c) OR from each component (a) and (b) shall be calculated into a final overall mark as follows:

Step 1: The actual (not rounded) final mark for each of the two (2) or three (3) components is determined.

Step 2: The following weightings are applied for each of the two (2) or three (3) components (not rounded) final marks, as applicable.

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

(a)	Written Examination	50%
(b)	Oral	30%
(c)	Practical	20%

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

(a)	Written Examination	70%
(b)	Oral or Practical	30%

Step 3: After the above weightings (as applicable) have been applied, the sum of the three marks in a three component process or the sum of the two marks in a two component process is calculated.

Step 4: The results of step 3 is rounded to the nearest whole number (up or down) to arrive at the overall mark.

Step 5: Only the top two (2) candidates will be placed on the promotional list. For the purpose of placement position on the promotional list only, two (2) additional marks will be added to their overall mark as in Step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark,

with the individual achieving the highest final overall mark being placed at the top of the list.

In addition, candidates who did not stand in the top two (2) but have achieved an overall mark of 90% or higher will be placed on the promotional list by adding two (2) additional marks to their overall mark as in Step 4 for each completed year of service as of the date of the TFS written exam. Partial years will be prorated (1/12th of two (2) marks for each completed month) to arrive at the final overall mark. These individuals will be placed on the list in order of their final overall mark, with the individual achieving the highest final overall mark being placed at the top of this group.

In case of tie:

In the event that two or more individuals have an identical final overall mark using the method outlined above, then the order of the ranking 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 mark in the skills evaluation component will be given the higher placement on the list.
- (c) In the event that they have the same mark in the skills evaluation component, then placement on the list will be determined by a draw conducted by Management and witnessed by a representative of Local 3888.

7.6) 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.

Captains qualified to act in the capacity of District Chief will be assigned to a specific District Chief according to their standing on the Promotional List. Only when an acting role cannot be filled by the Captain's identified above will other acting roles be assigned. Selection shall be made using the promotional list to identify the actor with the highest standing who is at work and available within the division.

Employees on unpaid leave of absence including Firefighter Exchange Program of greater than thirty days at the time the regular acting role becomes available will not be placed until the next vacancy, following their return to regular operations duties. In the interim they shall maintain their position on the Acting List.

This does not apply to employees on leaves of absence due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

This does not apply to employees on approved Leaves of Absence as of June 26, 2013.

7.7) **Pre-Promotional Assessments**

The Employer shall make available appropriate training to allow the individual to obtain the necessary skills to succeed.

Promotion to the next permanent vacancy of District Chief in Operations will be based on the Promotional List, provided the employee has performed satisfactorily in a regular acting role for a period of at least eighteen (18) months immediately prior to promotion. All employees acting as District Chief shall have their performance formally evaluated annually.

Employees on unpaid leave of absence including Firefighter Exchange Program of greater than thirty (30) days at the time of the Promotion opportunity will not be promoted until the next vacancy, following their return to regular operations duties. In the interim, they shall maintain their position at the top of the Promotional List and upon their return to the workplace will receive the Captain's rate of pay for any period of retraining. The candidate's promotional date will be backdated to the date they would have been promoted had the employee been in the workplace for future promotional opportunities only. This does not apply to Leave of Absences due to a recognized disability or in accordance with Pregnancy/Parental Leave provided for in Article 23.

For employees that have been designated as actors for a minimum of three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- b) They must have had a satisfactory assessment in the last eighteen (18) months immediately prior to their promotion while in the workplace (this does not need to be continuous), and
- c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date backdated to the day they would have normally been promoted.

For Employees that have been designated as actors for less than three (3) years prior to being absent from the workplace:

Where the employee has been absent from the workplace for one (1) year or greater continuously immediately prior to promotion, the following will apply:

- a) They will be retrained and must successfully demonstrate competency to the Acting District Chief Performance Assessment,
- b) They must successfully complete a post promotional assessment of eighteen (18) months, and for any deficiencies that have been identified they will have an additional eighteen (18) months of support to rectify. At any time that circumstances warrant, any party can bring the matter to the attention of Labour Management.
- c) Once the employee has achieved a), they will be promoted and receive the District Chief's rate of pay and promotional date backdated to the day they would have normally been promoted.

7.8) Promotion to full 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.

18.04 TRAINING AND TECHNICAL OPERATIONS

1 Captain

1.1) 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 (2) years from its implementation, which will be either the day following the date the previous list expires or completion of the competition.

1.2) Eligibility

Eligibility to participate in the promotional process in the Training and Technical Operations Division shall be in accordance with the following criteria:

- a) at least five (5) years as a First Class Fire Fighter; and
- b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

1.3) 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 they 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 their 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.

1.4) 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 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 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 totalled 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 their absence shall not delay any examination or component.

1.5) Placement on the Promotional List – List Type “B”

The Promotional List will be in place for two (2) 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 (2) 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 the employee's length of service.

1.6) Promotion to Captain

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

2 District Chief

2.1) 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.

2.2) Eligibility for District Chief

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

- a) a minimum three (3) years of service as a permanent Captain within the Division; and
- b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

2.3) **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 they 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 their 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.

2.4) **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 totalled 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 their absence shall not delay any examination or component.

2.5) **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 (2) 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.

2.6) Acting

All District Chiefs in the Training and Technical Operations Division shall have a Captain qualified to act in the capacity of a District Chief assigned to them. These Captains shall cover "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.

2.7) 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.

2.8) 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.

18.05 STAFF SERVICES DIVISION

RECRUITMENT/OUTREACH SECTION AND PUBLIC INFORMATION SECTION

1 Captain

1.1) 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.

1.2) Eligibility

Eligibility to participate in the promotional process in the Recruitment/Outreach and Public Information sections shall be in accordance with the following criteria:

- a) at least five (5) years as a First Class Fire Fighter; and
- b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

1.3) 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 they 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 their 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.

1.4) 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 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 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 totalled 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 their absence shall not delay any examination or component.

1.5) 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 (2) 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.

1.6) Promotion to Captain

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

2 District Chief

2.1) Frequency

A competition for the rank of District Chief in each section 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.

2.2) Eligibility

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

- (a) a minimum three (3) years of service as a permanent Captain within the section; and
- (b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

2.3) 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 they 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 their 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.

2.4) 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 totalled 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 their absence shall not delay any examination or component.

2.5) **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.

2.6) **Acting**

All District Chiefs in Recruitment/Outreach and Public Information sections shall have a Captain qualified to act in the capacity of a District Chief assigned to them. These Captains shall cover “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.

2.7) **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.

2.8) **Promotion to District Chief**

Promotion to the next permanent vacancy of District Chief in the section will be based on the appropriate 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.

3 **QUARTERMASTER SECTION**

3.1) **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.

3.2) **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 31st on the year of the competition, with at least the last two (2) years being service within the Section; and
- (b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

3.3) **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 they 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 their 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.

3.4) **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 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 totalled 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 their absence shall not delay any examination or component.

3.5) 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.

3.6) Acting

All Captains in the Quartermaster Section, who have fire fighters assigned to them, shall have a First Class Fire Fighter qualified to act in the capacity of a Captain assigned to them. These Fire Fighters shall cover “regular acting roles” 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.

3.7) 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.

3.8) Promotion to Captain

Promotion to the next permanent vacancy of Captain in the Section will be based on the Promotional List, provided the employee has performed satisfactorily in an acting role. All employees acting as Captain shall have their performance formally evaluated annually.

18.06 COMMUNICATIONS DIVISION (CALL CENTRE FOR CALL TAKING AND DISPATCH)

1 Captain

1.1) Frequency

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.

1.2) Eligibility for Captain

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

- (i) a minimum of five (5) years of service with the Toronto Fire Services as of December 31st on the year of the competition, with at least the last two (2) years being service within the Division; and
- (ii) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that “enrolment” for the purposes of this clause must result in successful completion of the Program(s).

1.3) 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 they 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 their 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.

1.4) 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 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 totalled 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 their absence shall not delay any examination or component.

1.5) 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.

1.6) **Acting**

All Captains in Communications Division, who have fire fighters assigned to them, shall have a First Class Fire Fighter qualified to act in the capacity of a Captain assigned to them. These Fire Fighters shall cover "regular acting roles" 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.

1.7) **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.

1.8) **Promotion to Captain**

Promotion to the next permanent vacancy of Captain in the Division will be based on the Promotional List, provided the employee has performed satisfactorily in an acting role. All employees acting as Captain shall have their performance formally evaluated annually.

2 District Chief

2.1) **Frequency**

Competition for the rank of District Chief 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.

2.2) **Eligibility**

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

- a) a minimum three (3) years of service as a permanent Captain within the Division; and
- b) successful completion of, or enrolment in, relevant Ontario Fire College courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

2.3) **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 they 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 their 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.

2.4) 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 Promotion 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 totalled 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 their absence shall not delay any examination or component.

2.5) 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.

2.6) Acting

All District Chiefs in Communications Division shall have a Captain qualified to act in the capacity of a District Chief assigned to them. These Captains shall cover “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.

2.7) 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.

2.8) 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.

18.07 MECHANICAL/MAINTENANCE DIVISION

1 Captain

1.1) 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.

1.2) 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 31st on the year of the competition, with at least the last two (2) years working as a licensed mechanic within the Division; and,
- (b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).
- c) Marine Engineers are not eligible for this position. See Senior Marine Engineer below.

1.3) 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 they 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 their 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.

1.4) 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 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 totalled 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 their absence shall not delay any examination or component.

1.5) 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.

1.6) Acting

All Captains in Mechanical/Maintenance Division, who have fire fighters assigned to them, shall have a First Class Fire Fighter qualified to act in the capacity of a Captain assigned to them. These Fire Fighters shall cover “regular acting roles” 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.

1.7) 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.

1.8) Promotion to Captain

Promotion to the next permanent vacancy of Captain in the Division will be based on the Promotional List, provided the employee has performed satisfactorily in an acting role. All employees acting as Captain shall have their performance formally evaluated annually.

2 Senior Marine Engineer

2.1) Frequency

A competition for the rank of Senior Marine Engineer will commence when it is likely that a vacancy will occur. The Fire Chief may initiate a competition pursuant to the provisions set out below.

2.2) Eligibility

Eligibility to participate in the promotional process for Senior Marine Engineer shall be in accordance with the following criteria:

- (a) a minimum three (3) years of service as a permanent Marine Engineer; and
- (b) successful completion of, or enrolment in, relevant courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).

2.3) Notification

The call to participate in the promotional process shall be posted in the work locations a minimum of thirty (30) days prior to the examination date where practicable. An applicant must personally submit the application 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 examination 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 their 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.

2.4) Examination and Passing Grade

The 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 examination to be considered for the position.

2.5) Acting

There is no acting for the Senior Marine Engineer. The administrative duties of the position will be covered by the Senior Marine Captain.

2.6) Promotion to Senior Marine Engineer

Promotion to Senior Marine Engineer will be to the successful candidate with the greatest seniority.

3 District Chief

3.1) Frequency

A competition for the rank of District Chief 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.

3.2) **Eligibility**

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

- (a) a minimum three (3) years of service as a permanent Captain within the Division, and
- (b) successful completion of, or enrolment in, relevant Ontario Fire College courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).
- (c) The Senior Marine Engineer is not eligible for this position.

3.3) **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 they 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 their 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.

3.4) **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 totalled 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 their absence shall not delay any examination or component.

3.5) 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.

3.6) Acting

All District Chiefs in Mechanical/Maintenance Division shall have a Captain qualified to act in the capacity of a District Chief assigned to them. These Captains shall cover “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.

3.7) 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.

3.8) 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.

18.08 TECHNOLOGY DIVISION

RADIO AND CAD/RMS SECTIONS

1 Captain – Radio Section

1.1) Frequency

A competition for the rank of Captain - Radio Section 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.

1.2) Eligibility for Captain – Radio Section

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 31st on the year of the competition, with at least the last two (2) years being service within the Section; and

- (b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).
- (c) All Captains will be expected to perform the normal functions of the other firefighters within the section, as well as the supervisory duties regularly associated with the rank of Captain.
- (d) Where there is a requirement for on-call and overtime assignments, all Captains must be qualified and available for, and participate in such assignments. Candidates unqualified for the on-call assignments will be provided with the opportunity to take the required courses at the earliest available time and must be successful in acquiring the necessary competencies to maintain their promotion. See On-call Requirements below.

1.3) **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 they 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 their 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.

1.4) **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 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 totalled 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 their absence shall not delay any examination or component.

1.5) 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.

1.6) Acting

All Captains in the Radio Section, who have fire fighters assigned to them, shall have a First Class Fire Fighter qualified to act in the capacity of a Captain assigned to them. These Fire Fighters shall cover “regular acting roles” 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.

1.7) 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.

1.8) Promotion to Captain – Radio Section

Promotion to the next permanent vacancy of Captain in the Section will be based on the Promotional List, provided the employee has performed satisfactorily in an acting role. All employees acting as Captain shall have their performance formally evaluated annually.

(i) Competencies Required to Be On Call - Radio

Core Competencies: Network Infrastructure and Control Systems, Radio Frequency Sub-Systems, Subscriber Equipment

These courses will be made available to Radio Technicians through the system vendors or other accredited course providers at the earliest possible opportunity. The core competencies are limited to supporting the mission critical Communications systems. Following completion of the courses, the technicians will be required to demonstrate their knowledge and competency through a performance-based assessment with respect to the systems.

The key demonstration of core competency will be the ability to effectively diagnose significant failures within any part of the system or its constituent components and take corrective action to restore functionality.

Once the skills have been successfully demonstrated, the technician will be immediately eligible to be placed in the on-call rotation.

2 Captain – CAD Section and RMS Section

2.1) Frequency

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

2.2) Eligibility for Captain – CAD Section and RMS Section

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 31st on the year of the competition, with at least the last two (2) years being service within the Unit; and
- (b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the Program(s).
- (c) All Captains will be expected to perform the normal functions of the other firefighters within the section, as well as the supervisory duties regularly associated with the rank of Captain.
- (d) Where there is a requirement for on-call assignments, all Captains must be qualified and available for, and participate in such assignments.

Candidates unqualified for the on-call assignments will be provided with the opportunity to take the required courses at the earliest available time and must be successful in acquiring the necessary competencies to maintain their promotion. See On-call Requirements below.

2.3) 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 they 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 their 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.

2.4) 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 Unit 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 Unit Promotional List.

For those who qualify for placement on the Unit 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 totalled 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 their absence shall not delay any examination or component.

2.5) Placement on the Unit Promotional List – List Type “A”

Placement on the Unit 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.

2.6) Acting

All Captains in the CAD and RMS Units, who have fire fighters assigned to them, shall have a First Class Fire Fighter qualified to act in the capacity of a Captain assigned to them. These Fire Fighters shall cover “regular acting roles” when the permanent Captain is absent.

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

2.7) Re-qualification

An employee on the Unit 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 Unit Promotional List by successful completion of a refresher package.

2.8) Promotion to Captain – CAD Section and RMS Section

Promotion to the next permanent vacancy of Captain in the Unit will be based on the Unit Promotional List, provided the employee has performed satisfactorily in an acting role. All employees acting as Captain shall have their performance formally evaluated annually.

2.9) Competencies Required to Be On Call CAD/RMS

Core Competencies: System Administration, Database Administration, Application Knowledge.

These courses will be made available to CAD/RMS technicians through the system vendors at the earliest possible opportunity. The core competencies are limited to supporting the mission critical Computer-aided dispatch and Fire RMS systems. Following completion of the courses, the technicians will be required to demonstrate their knowledge and competency through a performance-based assessment with respect to the systems.

The key demonstration of core competency will be the ability to restore either the CAD or RMS system and all its constituent components to normal operations following an unexpected, catastrophic failure.

Once the skills have been successfully demonstrated, the technician will be immediately eligible to be placed in the on-call rotation.

3 District Chief - Radio Section

3.1) 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.

3.2) Eligibility

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

- (a) a minimum two (2) years of service within the Section;
- (b) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the courses;
- (c) and must prove by resume that the candidate has:
 - (i) a degree in Engineering/Computer Science or equivalent*; or
 - (ii) a diploma in Engineering Technology, or equivalent*; and
 - (iii) experience in project management, wireless systems design and implementation, and applications analysis; and
 - (iv) experience with Radio Communications Systems and knowledge of specialized Radio Frequency (RF) software and various RF test equipment; and
- (d) other job requirements as may be determined by the Fire Chief acting reasonably, upon consultation with the Association.

*Note: graduation from a recognized university with a degree in an appropriate engineering discipline or field relevant to the position to be staffed or an acceptable combination of education, training and/or experience.

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

Completion of post-secondary Electronics, Electrical, Telecommunications (minimum 2 years) program from a recognized educational institution with a minimum of 5 years of Radio Systems experience (experience maintaining, developing or supporting radio communications systems and/or technology infrastructure and/or experience in managing radio technology systems projects).

Employees within the Radio Section will be provided with time off, access and enrolment in, the necessary courses and/or training to maintain their current competencies and/or achieve any new competencies or certifications required to maintain their eligibility as set out above.

3.3) Notification

Due to the specialized nature of the job, the competition will be simultaneously posted internally and externally, with first consideration given to internal candidates. External candidates will be selected only if no successful internal candidates are identified.

The call to participate in the promotional process shall be posted in the work locations and externally a minimum of thirty (30) days prior to the examination date where practicable. An applicant must personally submit their 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 written examination, oral or practical components will be required to arrange for a substitute for the day of the exam. The substitute shall be paid their regular rate for the hours worked by the City, or shall receive alternate hours off. If conducted in the day a minimum 10-hours off if conducted in the evening a minimum of 14-hours off.

3.4) 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 75%.

An Association representative may be present as an observer during the interviews. The representative shall have no role in the process and their absence shall not delay any interview.

3.5) Placement on the Promotional List - List Type "C"

The Promotional List will be in place for two years from its implementation. Placement on the promotional list shall be determined by:

- (i) Captains within the section with the longest service receiving the highest placement on the list;
- (ii) Fire Fighters within the section placed directly behind the captains with the longer service receiving the higher placement;
- (iii) all others will be placed behind the Fire Fighters in the section with the longer service receiving the higher placement.
- (iv) 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.

3.6) Acting

The District Chief -Radio 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 enroll and successfully complete the curriculum specified under the Transition to Supervisor Program offered by the City within one year of becoming Captain. Captains who become qualified to act as District Chiefs must still compete for a permanent District Chief position when it becomes available.

3.7) Promotion to District Chief – Radio Section

Promotion to the next permanent vacancy of District Chief in the Section will be based on the Promotional List.

4 District Chief - CAD/RMS Sections

4.1) 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.

4.2) Eligibility

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

- (i) a minimum two (2) years of service within the Section;
- (ii) successful completion of, or enrolment in, relevant Ontario Fire College Courses, or equivalent, and relevant supplementary courses as may be determined by the Fire Chief acting reasonably, upon consultation with the Association. It is understood and agreed that "enrolment" for the purposes of this clause must result in successful completion of the courses;
- (iii) and must prove by resume that the candidate has:
 - 1. a degree or diploma in Computer Science, Information Technology or equivalent*; or
 - 2. experience in implementing and managing service delivery within a highly complex technology support environment, including configuration administration and technical support; and
 - 3. knowledge of current communication protocols, network equipment and software and system architecture; and
 - 4. experience in the systems development life cycle, including requirement definition, systems analysis and design, data modeling, programming, and implementation; and,
 - 5. other job requirements as may be determined by the Fire Chief acting reasonably, upon consultation with the Association.

*Note: graduation from a recognized university with a degree in an appropriate computer science, information technology (IT), information management (IM) or another field relevant to the position to be staffed or an acceptable combination of education, training and/or experience.

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

Completion of post-secondary computer science or IT (minimum 2 years) program from a recognized educational institution with 5 years of IT experience (experience maintaining, developing or supporting information technology systems and/or technology infrastructure and/or experience in managing information technology systems projects).

Employees within the CAD/RMS Section will be provided with time off, access and enrolment in, the necessary courses and/or training to maintain their current competencies and/or achieve any new competencies or certifications required to maintain their eligibility as set out above.

4.3) Notification

Due to the specialized nature of the job, the competition will be simultaneously posted internally and externally, with first consideration given to internal candidates. External candidates will be selected only if no successful internal candidates are identified.

The call to participate in the promotional process shall be posted in the work locations and externally a minimum of thirty (30) days prior to the examination date where practicable. An applicant must personally submit their 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 written examination, oral or practical components will be required to arrange for a substitute for the day of the exam. The substitute shall be paid their regular rate for the hours worked by the City, or shall receive alternate hours off. If conducted in the day a minimum 12 hours off if conducted in the evening a minimum of 12 hours off.

4.4) 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 75%.

An Association representative may be present as an observer during the interviews. The representative shall have no role in the process and their absence shall not delay any interview.

4.5) Placement on the Promotional List - List Type "C"

The Promotional List will be in place for two years from its implementation. Placement on the promotional list shall be determined by:

- (i) Captains within the section with the longest service receiving the highest placement on the list;
- (ii) Fire Fighters within the section placed directly behind the captains with the longer service receiving the higher placement;
- (iii) all others will be placed behind the Fire Fighters in the section with the longer service receiving the higher placement.

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.

4.6) **Acting**

The District Chief –CAD/RMS 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 enroll and successfully complete the curriculum specified under the Transition to Supervisor Program offered by the City within one year of becoming Captain. Captains who become qualified to act as District Chiefs must still compete for a permanent District Chief position when it becomes available.

4.7) **Promotion to District Chief - CAD/RMS Sections**

Promotion to the next permanent vacancy of District Chief in the Section will be based on the Promotional List.

18.09 **ANALYTICS AND DECISION SUPPORT DIVISION**

1 **Captain**

1.1) **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.

1.2) **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 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 following combination of education, training and/or experience may be used as an acceptable alternative to the minimum post-secondary requirement in 1.2) (d):

Years of Experience as an Analyst specializing in business intelligence, data, GIS or business analysis	Minimum Educational Requirement
0 to less than 5 years	Hold a post-secondary degree (minimum two (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 two (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.

1.3) **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 the employee 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 their 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.

1.4) **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 the representative's absence shall not delay any examination or component.

1.5) 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

1.6) Acting

All Captain's 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.

1.7) Promotion to Captain

Promotion to the next permanent vacancy of Captain in the Analytics and Decision Support 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.

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.

2 District Chief

2.1) 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.

2.2) 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.

*The following combination of education, training and/or experience may be used as an acceptable alternative to the of minimum post-secondary requirement in 2.2 (d)

Years of Experience as an Analyst specializing in business intelligence, data, GIS or business analysis	Minimum Educational Requirement
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 two (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

2.3) **Notification**

The call to participate in the promotional process shall be posted in the work locations a minimum of thirty (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 their 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.

2.4) **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 the representative's absence shall not delay any examination or component.

2.5) 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 /12th 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 (2) 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:

- (i) The most senior individual will be given the higher placement on the list;
- (ii) 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,
- (iii) 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.

2.6) 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.

2.7) 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.

2.8) Consultation with the Association

Due to the specialized nature of the work, the parties agree that for any promotional process outlined in Clause 18.09, should there be no successful internal candidates, Toronto Fire Services shall meet with the Association to review the results prior to next steps.

Article 19 ACTING RANK

- 19.01 Each employee who is required to act in the capacity of a higher rank shall be paid at the rate for such higher rank while so acting. Acting employees that are required to act while working a duty exchange as set out in Article 37.01(d) are not entitled to be paid at the higher rank; the acting employee off on the duty exchange receives the acting pay.

- 19.02 Where an employee of the City coming within the 3888 Unit is off duty as a result of an occupational illness or accident incurred in the performance of their duties with TFS, and would have been the first person entitled to act in a higher rank, such employee shall be paid at the higher rank for such shifts they would have normally been acting in the higher rank until they return to duty.

Article 20 LAYOFF AND RECALL

- 20.01 (a) If there is a staff reduction by the City within the Local 3888 bargaining unit, employees shall be laid off by Division, in reverse order of seniority provided that the remaining employees have the skill, ability and qualifications to perform the work required.
- (b) The employee to be laid off from the Division shall have preference for any suitable vacant position available at that time for which the employee is qualified. The City will provide the employee who selects a vacant position with the opportunity to obtain training as may be required to complement existing skills provided the training shall not exceed six (6) months.
- (c) If the employee does not take any suitable vacant position, the employee may be laid off immediately or identify the lowest ranked position in another Division for which the employee is immediately qualified, or for which they qualify for with a thirty (30) day familiarization, and in which there is an employee with less seniority. The employee may bump from that identified position the most junior employee. This employee shall be laid off from the City.
- (d) When an employee to be laid off under clause (c) is above the rank of 1st class Fire Fighter, the employee may identify the junior person in another Division holding the same rank for which the employee is immediately qualified, or for which they qualify for with a thirty (30) day familiarization period.
- (e) If the employee originally laid off from the Division is to be reduced in salary as a result of selecting a suitable vacant position or bumping into a job, their salary earned immediately prior to the layoff shall be maintained for up to thirty (30) months from the date of taking the suitable vacant position or bumping. Thereafter, the employee shall be paid the salary of the position occupied.
- (f) An employee reduced in rank due to lay-off, and who held the rank of 1st class Fire Fighter or better prior to lay-off, shall not, as a result of this provision, be reduced in rank below 1st class Fire Fighter.
- (g) Notwithstanding the promotion provisions of this Collective Agreement, an employee demoted as a result of staff reductions shall be the first to be re-promoted to their previous position when a vacancy occurs in that specific Division.
- (h) An employee offered to be re-promoted and returned to their former position who refuses the offer will then revert to the salary of the current position. The thirty (30) month salary protection will cease and the employee will forfeit the right to recall.
- (i) Provided that no more than two (2) years have elapsed from the date of lay-off, such employees shall be recalled to work in order of seniority provided they are qualified for the vacancy. The City will provide the employee with the opportunity to obtain familiarization as may be required to complement existing skills provided the familiarization does not exceed thirty (30) days.
- (j) Prior to actually laying off any employee(s), the Director of Employee Relations shall provide written notice to the Association at least thirty (30) calendar days prior to the impending layoff(s) and shall, if so requested, meet with the Union within ten (10) calendar days of such request to discuss such layoff(s).

Article 21
BEREAVEMENT LEAVE

- 21.01 (a) Each employee coming within the Local 3888 bargaining Unit who is absent from work solely due to the death and funeral of their parent, child, sibling, spouse, including common law spouse, step parent, step child, step sibling of such employee, will be compensated for time so lost by the employee from their regular schedule by reason of such absence, at the employee's regular rate of pay commencing no earlier than the day of the death and must be completed within the seven (7) consecutive calendar day period following the death.

Provided that, if the funeral is not held within the seven (7) day period described above, the employee may reserve one of the above bereavement days for the purpose of attending the funeral, where the funeral falls on a regularly scheduled working day.

- (b) Each employee coming within the 3888 Unit who is absent from work solely due to the death and funeral of the parent-in-law, sibling-in-law, child-in-law, grandparent, grandparent-in-law, or grandchild of such employee, will be compensated for time so lost by the employee from their regular schedule by reason of such absence, at the employee's regular rate of pay up to a maximum of three (3) working days except for employees working the 24 hour shift, who will get up to a maximum of two (2) working days. Such leave may commence no earlier than the day of death and must be completed within the seven (7) consecutive calendar day period following the death.

Provided that, if the funeral is not held within the seven (7) day period described above, the employee may reserve one (1) of the bereavement days above for the purpose of attending the funeral, where the funeral falls on a regularly scheduled working day.

- (c) In the event an employee is required to travel more than 250 kilometres (one way) to attend a funeral, one additional day of bereavement leave may be granted at the discretion of the Fire Chief. The employee shall provide verification of such attendance satisfactory to the Fire Chief, within five (5) calendar days after returning to work.
- (d) Each employee coming within the 3888 Unit may be granted one (1) bereavement day, if needed, to attend the funeral of an aunt, uncle, niece or nephew of such employee or their spouse. Employees may be required to furnish reasonable proof of attendance at the funeral.
- (e) Notwithstanding the above paragraphs, where an employee suffers a bereavement leave covered under paragraph (a) or (b) above during a period of scheduled vacation/lieu days, the day(s) the employee would have been scheduled to work had they not been on vacation/lieu days will be substituted with bereavement leave in accordance with the provisions of this clause.
- (f) When vacation/lieu days are interrupted under (e) the vacation/lieu days displaced by Bereavement Leave shall be rescheduled at a time mutually convenient to the employee and the Chief, or their designate.
- (g) Upon request to the Fire Chief, up to six employees shall be permitted without loss of pay to serve as pall bearers at the funeral of a fellow station employee.
- (h) An employee may be granted a leave of absence with pay, at the discretion of the Fire Chief or their designate, where such leave is requested solely due to the death of persons other than those specified above, or in other extenuating circumstances.
- (i) Immediately upon return to work the employee will submit a completed TFS form "Absent Due to Bereavement" report to their Platoon Chief, or their designate.



TORONTO FIRE SERVICES
ABSENCE DUE TO BEREAVEMENT REPORT

Employee Information

Name (Please Print)	Personnel No. (eg.123456)	Platoon /Division
	Apparatus Radio Alia (eg.P127, A336, R437)	Stn./ Work Location

Deceased Information

Name and Relationship:		
Date of Funeral:	Year Month Day	
Location of Funeral:	Address, City, Country	
Shifts on Berevement	1. Date 2. Date 3. Date	

Employee's Signature

Date

Article 22
WITNESS SERVICE

- 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 TFS 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 the employee's full salary or wage for the period the employee was granted leave of absence on account of such witness service provided that 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 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, the employee shall be paid at the acting rate of pay.
 - (d) Provided further that in the event the employee is released from witness service and there are three (3) hours or more remaining in their shift, the employee shall contact 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 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, the employee shall be paid at the acting rate of pay. 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 the employee's vacation time changed to witness duty leave in the event the witness duty occurs during the employee's 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 the retiree's duties as a member of the Fire Services of the City, they shall be paid seventy-five dollars (\$75.00) for such time in attendance.

Article 23
PREGNANCY/PARENTAL LEAVE

23.01 Pregnancy/Parental Leave shall be provided as follows:

- a) Pregnancy/Parental Leave without pay shall be in accordance with Part XI of *The Employment Standards Act* R.S.O. 2000, as amended.
- b) For any employee who does not qualify under Part XI of the said Act, Pregnancy/Parental Leave without pay, shall be at the discretion of the Chief, or their designate and, if granted, shall be administered in accordance with the *Act*.
- c) A request for an extension of Parental Leave may be granted at the discretion of the Chief, or their designate.
- d) Notwithstanding Article 34 "Benefits While on Lay-off or Leave of Absence" the City shall provide the coverage and pay its share of the premiums for the benefits set out in Article 16 "Benefits" and shall pay its share of the pension contributions under Article 25 "Pensions" for any pregnancy/parental leave taken pursuant to Clause 23.01(a) or 23.01(b).
- e) Vacation entitlement shall not be reduced as a result of any period of pregnancy/parental leave taken in accordance with 23.01(a) or 23.01(b).
- f) Pregnancy and/or parental leave in accordance with Clause 23.01(a) or 23.01(b) shall not involve any expense to the City, except as provided in sub-clauses (d), (e), (i) and (j) and as provided in Article 8, "Wages and Salaries".
- g) For those employees who are granted a leave of absence in accordance with 23.01(a), 23.01(b) or 23.01(c) and have acquired seniority in accordance with Article 4 "Probationary Period/Attaining Seniority", seniority shall continue to accrue.

PROVIDED that this accrual of seniority shall not count toward the completion of the probationary period for the purposes of assessment and termination as set out in Clauses 4.01 and 4.02, "Probationary Period/Attaining Seniority".

- h) Employees on pregnancy/parental leave in accordance with this article shall not accrue credit for statutory holidays as set out in Article 13, when the statutory holiday falls within the pregnancy /parental leave.
- i) Payments During Pregnancy Leave

An employee who is eligible for pregnancy leave under Article 23.01(a) or an employee who requests and is granted pregnancy leave under Article 23.01(b), shall be entitled, provided they are in receipt of Employment Insurance benefits pursuant to Section 30 of the *Employment Insurance Act*, S.C. 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:

- i) For the first two (2) weeks of the pregnancy leave, the employee receives no payments from the City;
- ii) For the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of their regular rate and the sum of their weekly Employment Insurance benefits and any other earnings.
- iii) Employees are not entitled to Supplemental Unemployment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.

- iv) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

- j) Payments During Parental Leave

An employee who is eligible for parental leave under Article 23.01(a) or who requests and is granted parental leave under Article 23.01(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, S.C., 1996, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

- i) For the first two (2) weeks of the parental leave, the employee receives no payments from the City (where applicable).
- ii) For the remainder of such parental leave, the employee shall receive from the City payments equal to the difference between seventy-five percent (75%) of the employee's regular rate and the sum of the employee's weekly Employment Insurance benefits and any other earnings.
- iii) Except that (i) does not apply in the case of an employee, or their spouse, who completes their Pregnancy Leave and immediately commences Parental Leave.
- iv) Employees are not entitled to Supplemental Unemployment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.
- v) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

23.02 In accordance with the *Employment Standards Act*, the Parental Leave of an employee who takes a Pregnancy Leave, must begin when the Pregnancy Leave ends unless otherwise provided for under the *Act*.

23.03 An employee who is granted an extension of parental leave in accordance with Article 23.01(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 16 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Article 24

WORKPLACE SAFETY AND INSURANCE ACT

24.01 **Payment of Salary and Certain Expenses**
RE: Occupational Illness or Accident

- (a) Each employee of the City coming within the 3888 Unit, who is under the Toronto Fire Department Superannuation and Benefit Fund and is off duty as a result of occupational illness or an accident incurred in the performance of their duties with the Fire Department of the City, shall be provided, at the expense of the City, with medical assistance and hospitalization where necessary and during such period shall receive full salary.
- (b) Each employee of the City coming within the 3888 Unit, who is under the Toronto Fire Department Superannuation and Benefit Fund, will be provided with prosthetic devices and dentures where necessary as a result of occupational illness or an accident incurred in the performance of their duties with the Fire Department of the City.

- (c) Subject to sub-clause (d) hereof, each employee of the City coming within the 3888 Unit, who is not under The Toronto Fire Department Superannuation and Benefit Fund, and is off duty as a result of occupational illness or an accident incurred in the performance of their duties with the Fire Department of the City, shall be provided, at the expense of the City, with medical assistance and hospitalization where necessary and during such period shall receive full net pay, less the benefits with respect thereto to which such employee is entitled under *the Workplace Safety and Insurance Act*.
- (d) Where an employee of the City coming within the 3888 Unit, who is entitled to the provision of benefits under sub-clause (c) hereof, as a result of an injury sustained in an accident arising, or occupational illness, out of and in the course of their employment by the City under such circumstances as entitle the employee to an action against some person other than the City, elects to bring their own action against such person, such employee shall as a condition of such benefits being provided as aforesaid, undertake to repay the amount of such benefits to the City out of the proceeds of any settlement of or judgement in such action.
- (e) When an employee of the City coming within the 3888 Unit is killed in the line of duty, or dies from an occupational illness as determined by WSIB, and is a member of the Toronto Fire Department Superannuation and Benefit Fund, the City shall pay a funeral allowance, equal to that provided to Fire Fighters covered by *the Workplace Safety and Insurance Act*.

24.02 Subrogation of Rights

- (a) Wherever the word "employee" is used in this clause, such word shall include the dependants of an employee to whom the context can apply according to law and to this Agreement.
- (b) Where an employee of the City coming within the 3888 Unit, who is under The Toronto Fire Department Superannuation and Benefit Fund has been provided with benefits under Clause 24 of this Agreement as a result of an injury sustained in an accident arising out of and in the course of their employment by the City under such circumstances as entitle the employee to an action against some person other than the City, such employee may elect to have the City subrogated to their rights against such person or may elect to bring their own action against such person.
- (c) If such employee elects to have the City subrogated to their rights against the person against whom the action lies, then the City shall be subrogated to all the rights of such employee in respect to the injury to such employee and may maintain an action in the name of such employee against the person against whom the action lies, and any amount, exclusive of costs, recovered over and above all benefits expended by the City under Clause 24 of this Agreement and the costs of the services of the Solicitor for the City shall be paid to such employee and any such surplus paid to such employee shall be deducted from the amount of any future benefits under Clause 24 of this Agreement to which the employee may become entitled in respect of the accident that gave rise to the injury.
- (d) If such employee elects to have the City subrogated to their rights against the person against whom the action lies, the City may recover the amount of all benefits paid to such employee under Clause 24 of this Agreement and shall have the exclusive right to determine whether such action shall be maintained, abandoned or compromised.
- (e) If such employee elects to bring their own action against the person against whom the action lies, such employee shall, as a condition of being provided with benefits under Clause 24 of this Agreement, undertake to repay the amount of such benefits to the City out of the proceeds of any settlement of or judgement in such action.
- (f) Such employee shall give notice in writing of their election to the City within three months after the happening of the accident.

(g)

- (i) Where a claim is not approved or where an employee receives monies in excess of their appropriate net pay amount, such excess shall be treated as an overpayment and the City shall, after providing written notice to the employee and copying the Association, recover the overpayment from the employee's sick bank.
- (ii) If the amount of the overpayment is greater than the employee's available sick bank, the City shall recover the excess from the employee's wages or other accumulated leave banks. The City shall advise the employee of the amount of the excess overpayment and meet with the employee so they may provide input regarding an appropriate schedule of recovery. The employee may be accompanied by an Association Representative at such meeting if requested.

The recovery schedule shall not exceed the maximum permitted by the Wages Act, R.S.O. 1990 as amended, unless the parties agree otherwise. The affected employee must provide the City with any recovery consents required by law.

Article 25 PENSIONS

- 25.01 All current employees enrolled in the Ontario Municipal Employees Retirement System ("OMERS") shall continue to participate in the OMERS plan. They shall make contributions and receive benefits in accordance with the terms and conditions of the *OMERS Act and Regulation (the "Act")* as amended from time to time, including supplementary agreements.
- 25.02 All current employees who are members of pension plans other than the OMERS plan shall continue to participate in those plans. They shall make contributions and receive benefits in accordance with the terms and conditions of the plan that is applicable to them.
- 25.03 Without limiting the generality of the foregoing, the pension plans to which clause 25.02 applies include, but are not limited to:
 - Toronto Fire Department Superannuation Fund
 - York Employees' Pension Plan
 - Metro Toronto Pension Plan
- 25.04 All new employees shall enrol in the OMERS plan. They shall make contributions and receive benefits in accordance with the terms and conditions of that plan.
- 25.05 The City shall enter into a Type 3 Supplementary Agreement with OMERS to supply enhanced early retirement benefits to employees who retire within ten (10) years of their normal retirement date because of a disability that prevents them from performing their normal occupational duties as determined by the City. The City shall assume all costs in regard to this agreement.
- 25.06 For the purposes of this Article, the term "participate" is as defined in *the Act* and when used in connection with a pension plan includes, but is not limited to, membership in the plan, accrual of pensionable service, employer and employee contributions and entitlement to pension benefits.
- 25.07 When an employee retires, if the employee was in receipt of Workplace Safety and Insurance Benefits and a disability waiver of premium benefit at any time during the employee's employment with the City and if the effect of that disability waiver of premium benefit under *the Act* is to reduce the employee's pension entitlement, the City will provide the difference between the employee's pension and the pension to which the employee would have been entitled had the employee not been on said disability waiver of premium benefit.
- 25.08 The City shall enter into an optional service agreement with OMERS to allow members of Local 3888 to establish as credited service, previous service with the City of Toronto or any predecessor

employer, War Service and any OMERS participating employer as defined under *the Act*. The cost for this service shall be 100% borne by the employee. Payments may be made in lump sum or on equal monthly instalments for a period not exceeding fifteen (15) years. Any amortization will include interest payments as determined by OMERS.

- 25.09 The employer shall notify OMERS of any monies paid to an OMERS member who is retired on pension or has given notice of retirement where such payment would cause that member's pension to be revalued to any increased amount. Such notice will be given in a timely fashion.

Article 26

MANDATORY RETIREMENT – OPERATIONS DIVISION

- 26.01 The parties recognize that the essential duties of fire fighters in the Operations Division are such that there is a significant risk that an employee will be unable to perform operational duties past age 65. The nature of these duties warrants early retirement in the interests of the health and safety of the employee, other employees and the public at large. Therefore, any employee who is in a position in the Operations Division shall be required to retire at the end of the month in which they reach age sixty-five (65), and the parties agree that this requirement is a reasonable and bona fide qualification due to the nature of the employment.
- 26.02 Notwithstanding the foregoing, the parties agree that in the event an individual is required to retire as a result of the requirement set out above, but wishes to continue their employment past the age of 65, the employer will seek to re-assign the employee outside of the Operations Division, firstly to a comparable position within another division of the Toronto Fire Services, in accordance with the requirements of the Human Rights Code.
- 26.03 Employees re-assigned to a position with a lower rate of pay under 26.02 shall continue to receive the rate they were receiving prior to such re-assignment for a period of thirty (30) months immediately following the effective date of the re-assignment.

Following the expiry of the thirty (30) month period, the employee will then receive the rate applicable to their new position. The change in the rate of pay will be effective the first day of the pay period following the expiry of the aforementioned thirty (30) month period.

Article 27

UNIFORM ISSUE

- 27.01 **Uniform Issue for New Employees**

All new employees coming within the Local 3888 Unit

Operations Division shall be issued:

- One (1) full dress uniform (one tunic and one pair of pants)
- One (1) uniform hat
- One (1) uniform hat badge
- Two (2) white dress shirts (one long sleeve and one short sleeve)
- One (1) pair of dress shoes
- Four (4) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- Four (4) pair of dark blue NFPA fatigue pants
- 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)
- 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
- Four (4) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- Four (4) pair of dark blue NFPA fatigue pants
- Five (5) T-shirts
- 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)
- Three (3) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- 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 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
- Four (4) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- Four (4) dark blue NFPA fatigue pants

- Eight (8) T-shirts
- One (1) uniform job shirt (collar and ½ zip)
- 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
- 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
- Three (3) dark blue NFPA fatigue shirts (choice of long sleeve or short sleeve)
- 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 1st 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 1st of the second year. For example, an employee who commences employment with TFS on September 1, 2018 would not receive their annual uniform clothing points allotment until January 1, 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 their 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	8
Baseball Cap	1	2
Dress Uniform Hat	1	13
Dress Uniform Tunic & Pants	1	66
Dress Pants	2	16
Dress Skirt	2	17
Parka (Winter)	1	31
White Dress Shirt (L/S)	5	10
White Dress Shirt (S/S)	5	9
Dark Blue NFPA Fatigue Shirt (L/S)	5	29
Dark Blue NFPA Fatigue Shirt (S/S)	5	26
Dark Blue NFPA Fatigue Pants	5	26
Fatigue Shorts	5	10
Jacket (Spring/Fall)	1	33
Tee Shirts (short sleeve)	5	2
Tee Shirts (long sleeve)	2	3
Uniform Job shirt (collar and ½ zip)	1	7
Black Tie	2	2
Dress Uniform Hat badge	1	3
Black belt	1	2
Black Dress Shoes	1	25
Black Safety Shoes/Boots	1	25
Top Coat	1	37
White Gloves	1	2
Toques	1	2
Speed Laces	1	6
Dress Uniform Hat Rain Protector	1	1
Black Socks	2 packages of 3 pairs each	2 per package
Military Sweater	1	14
Winter Gloves	1	6

Uniform Point Value

Effective January 1, 2019, each uniform clothing point shall have an associated value of \$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.

27.05 Maintenance and ordering of Uniform items

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

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

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

Clothing will be ordered only once in a calendar year.

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

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

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

27.06 Wearing of Uniforms

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

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

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

27.07 Joint Uniform Committee

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

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

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

27.08 Retiring Members

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

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

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

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.

Article 28 GRIEVANCE PROCEDURE

- 28.01 Where a difference arises between the Parties hereto relating to the interpretation, application or administration of this Agreement, or where a question arises as to whether a matter is arbitrable or where an allegation is made that the Agreement has been violated or that the suspension, discharge, demotion, or discipline of an employee is without just cause, then such matter, hereinafter referred to as "the grievance", shall be dealt with as set out below.
- 28.02 The Association shall appoint a Grievance Committee hereinafter referred to as "the Grievance Committee", to be composed of three (3) members of the Association, and shall give the City written notice of the appointment of each such member and any change in the personnel of the Grievance Committee which may take place from time to time, as soon as it is made.
- 28.03 In the event that an employee coming within the 3888 Unit has a potential grievance, the employee shall, forthwith, bring the matter to the Grievance Committee. The Grievance Committee shall give due consideration to any matter brought to it by a member, and if they are satisfied that there is just cause for a grievance it shall be reduced to writing, setting out the nature of the grievance and the redress sought. The grievance shall then be taken forward as follows:

Step One

Within fifteen (15) working days after the matter giving rise to the grievance first arose the grievance shall be filed with the Platoon Chief/Division Chief affected, and a meeting shall

be scheduled forthwith, to try to resolve the matter. The Platoon Chief/Division Chief shall render their decision in writing within seven (7) working days from the date of the meeting.

Provided that, where the superior officer directly involved in the matter is the rank of Division Commander/Deputy Chief, the grievance shall be submitted to that Division Commander/Deputy Chief.

Step Two

In the event that the matter is not resolved at Step One, the Grievance Committee may, within seven (7) working days after the receipt of said decision forward a copy of the grievance together with the decision to the Fire Chief. Upon receipt of such copies, the Fire Chief, or their designate shall confer forthwith with the Grievance Committee, and the employee involved, if required, and shall render a decision, in writing, within seven (7) working days from the date of the meeting.

Step Three

In the event the matter is not resolved at Step Two, the Grievance Committee may, within seven (7) working days after the receipt of said decision forward a copy of the grievance together with the decision to the Director of Employee Relations. Upon receipt of such copies, the Director of Employee Relations, or their designate, shall confer with the Grievance Committee and a meeting shall be scheduled to resolve the matter. The Director of Employee Relations shall render a decision in writing within seven (7) working days from the date of the meeting. The grievor, or one representative grievor in the case of a group grievance, may attend the Step Three meeting upon the request of the Association, without loss of pay or benefits, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting.

28.04 Group Grievances

Where a grievance involves a group of employees, said grievance shall be filed at Step Two (2) of the Grievance Procedure.

28.05 Policy Grievances

Where a difference arises between the Association and the City relating to the interpretation, application or administration of this Agreement, the Grievance Committee may file a grievance at Step Two (2) within fifteen (15) working days after the matter has first come to the attention of the Association, and the provisions of this Article shall apply.

Provided that this section shall not be invoked because an individual has not complied with the time lines stated within the individual grievance procedure.

28.06 Suspension or Discharge Grievances

Suspension:

In cases of suspension, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Two (2) within ten (10) working days after the said employee has been suspended.

Discharge:

In cases of discharge, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Three (3) within ten (10) working days after the said employee has been discharged.

Where a fire fighter has been discharged, a copy of the discharge notice shall be forwarded to the Association immediately after it has been given to the fire fighter.

28.07 Benefit Grievances

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

Step Four – Arbitration Procedure

28.08 In the event the Director of Employee Relations or their designate does not provide redress satisfactory to the Grievance Committee, the grievance may be submitted to Arbitration within twenty (20) working days of receiving the written decision at Step Three (3), based on the arbitration procedure below.

- (a) Grievances submitted to arbitration shall be determined by a single arbitrator, to be mutually agreed upon by the parties.

The parties shall make best efforts to select an arbitrator who is able to commence the hearing on the grievance within thirty (30) days of the referral. In the event no mutually agreeable arbitrator can commence hearings within thirty (30) days, the parties shall make best efforts to select a mutually agreeable arbitrator with the earliest available date.

If there is no mutual agreement, either party may request the Minister of Labour to appoint an arbitrator.

- (b) Notwithstanding paragraph 28.07(a) above, either party may require that the grievance be submitted to a Board of Arbitration which shall consist of three (3) members and shall be selected in the following manner:

- (i) each party shall select one member of the Board of Arbitration (nominee) within ten (10) days after failure to settle the grievance. The two (2) nominees within five (5) days of their selection shall select a Chair of the Board of Arbitration;
- (ii) if either party fails to select its nominee as herein provided, or if the nominee so selected fails or is unable to serve and another nominee is not selected in their place, then the other party hereto may request the Minister of Labour to select such nominee;
- (iii) if the two (2) nominees appointed as herein provided fail to agree upon the Chair within five (5) days, either nominee may forthwith request the Minister of Labour to appoint such a Chair.

- (c) Each party shall pay the costs for its nominee. The costs for the Chair and the costs related to staging the hearing shall be split equally between the parties.

28.09 The Sole Arbitrator or Board of Arbitration, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon the Association, the City and the employee(s) affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chair shall govern.

28.10 At an arbitration pursuant to this Article, and subject to Section 53(9) of the *Fire Protection and Prevention Act*, 1997 the sole arbitrator or Board of Arbitration, as the case may be, shall not have any power to add to, subtract from, alter, modify, or amend in any way this Agreement, nor otherwise make any decision inconsistent with this Agreement.

28.11 The Grievance Committee in Steps One to Four (4) shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided at Step One.

28.12 No matter may be submitted to arbitration which has not been properly processed through all appropriate steps of the grievance procedure as set forth in this Article.

- 28.13 Time limits for all steps of the entire grievance and arbitration procedure are mandatory unless extended in writing by mutual consent.
- 28.14 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 28.15 Time spent by the grievor, or one representative grievor in the case of a group grievance, during their regular working hours in attendance at arbitration shall be without loss of pay, benefits, seniority or service.

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 Article 28, 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 a mutually agreed upon arbitrator who has available dates within sixty (60) days from the date of the parties' request, unless the parties agree otherwise.
- (c)
 - (i) 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
 - (ii) 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.
 - (iii) 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.

MANAGEMENT GRIEVANCES

- 28.17 It is understood and agreed that nothing in the foregoing shall prevent the City from initiating a grievance on any matter arising out of the Collective Agreement. "Management Grievances" shall be handled in the following manner:
- (a) The Director of Employee Relations or their designate shall within a period of ten (10) working days after the alleged violation of the Collective Agreement first arises, file the grievance in writing, with the Association setting forth the nature of the grievance and the redress sought.

- (b) In the event that, following discussion with the Association, the matter is not resolved, the City may refer the grievance to a Board of Arbitration as referred to in Step Four (4).

WITNESS AT ARBITRATION

- 28.18 The Association reserves the right to use subpoenas to require its members to attend as witnesses at arbitration. However, the Association will not require the City to pay the wages for these witnesses.

HUMAN RIGHTS AND HARASSMENT INVESTIGATIONS

- 28.19 Employees who have been removed from the workplace during a Human Rights or Harassment investigation by the City will continue to be paid their regular rate of pay until the City concludes its investigation.

Article 29 DISCIPLINARY DISCUSSIONS

- 29.01 Whenever the Chief of the Fire Services of the City, or their designate, calls a member of Local 3888 to a meeting involving disciplinary action, or potential disciplinary action, the Chief or their designate shall advise the member that they are entitled to have a member of Local 3888's Executive in attendance at the meeting. Such meeting, once requested, shall take place as soon as possible, at a time mutually agreed to by the parties.
- 29.02 It is understood that the holding of the meeting is not a bar to the employee who is the subject of the discussion being relieved of duty prior to the disciplinary discussion.

Article 30 DISCIPLINARY NOTATIONS

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

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

Article 31 INDEMNIFICATION

- 31.01 The City shall continue to indemnify and save harmless its fire fighters from civil liability arising out of acts or omissions done or made by such fire fighter in their capacity as a fire fighter of the City and shall continue the coverage under its present existing general liability policy or equivalent coverage.
- 31.02 Each employee coming within the 3888 unit shall be indemnified for reasonable legal costs incurred:
- a) where the employee has been charged with a criminal, quasi-criminal or statutory offence arising out of acts or omissions done or made by such fire fighter in their capacity as a fire fighter of the City, if the person is not found guilty or the charges are withdrawn; or
 - b) in respect of any proceeding, except grievance arbitration, in which the employee's execution of their duties with the City is in issue, if the employee acted in good faith.

- 31.03 Notwithstanding the above the City may, at its sole discretion, choose to pay reasonable costs incurred where, in its opinion, circumstances warrant.

Article 32 PROTECTIVE CLOTHING

- 32.01 Safety equipment and safety apparel will be supplied to all members of Local 3888 who are required to perform duties where hazards exist.

The Health and Safety Committee of Local 3888 shall have input into the determination of appropriate safety equipment and/or safety clothing. The Association acknowledges and agrees that the City shall make the final determination of appropriate safety equipment and/or safety clothing.

Article 33 CAR ALLOWANCE - MILEAGE

- 33.01 Where a member of the Local 3888 Unit is required to use their private vehicle on City business, including transfers between stations after reporting for duty, and has been duly authorized by the Chief of the Department to do so, the City shall pay to such employee an allowance of fifty-four cents (54¢) per kilometre, which shall increase to fifty-nine cents (59¢) per kilometre effective January 1, 2020.
- 33.02 In the event the City establishes a new mileage rate, that exceeds the above rate, during and/or following the term of this collective agreement and prior to the implementation of a new collective agreement, the new mileage rate will be provided to members of Local 3888 from the City approved application date. It is understood that any improvements will be factored into the new collective bargaining process.
- 33.03 An employee who is required and/or authorized to use their automobile on business of the City shall be reimbursed for parking costs incurred in the course of conducting such business.

Article 34 BENEFITS WHILE NOT IN RECEIPT OF WAGES

- 34.01 Unless otherwise provided under this Collective Agreement, any benefit contained in this Agreement shall be contingent upon an employee being in actual receipt of salary or wages from the City and shall be pro-rated with respect to any portion of a period of absence, including suspensions, without pay, in excess of thirty (30) calendar days. Upon expiration of the leave of absence, suspension, or upon recall, the employee shall have reinstated their cumulative seniority and benefits, if any existing at the time of such leave of absence, suspension or lay-off.

Article 35 ASSOCIATION LEAVE

- 35.01 **Association Leave**

Where an employee is elected or appointed to a full-time position with Local 3888 or an Association with which Local 3888 is affiliated, Local 3888 shall submit an application to the Chief People Officer, People & Equity and must be supported by documents from the Association or its affiliate as to the position to be occupied by such employee. Such Association Leave shall be granted for the duration of the term of office, provided that the leave involves no cost to the City. Upon the expiration of the term of office the employee shall be returned to their position.

35.02 Leave for Association Business

- a) The Toronto Fire Services shall provide \$80,000.00 annually to Local 3888 for the purpose of supplementing the cost of fire fighters who substitute for members who are absent on Association business.
- b) The City shall provide up to a total of 3,276 hours per year for Association representatives to fulfil their responsibilities in health and safety or other Association matters directly related to Toronto Fire Services.

The Association will provide a written request to the Fire Chief or their designate for approval of such leave. Such approved leave of absence will be with pay and full benefits to the designated representative who will be a member of the Association Executive. Approval for leave under this clause will not be unreasonably withheld.

35.03 Designated representatives of Local 3888 will be granted additional leave of absence without loss of pay and benefits, as may be necessary for the proper performance of the duties of their office, provided that replacements are supplied at the expense of the Association.

35.04 Negotiating Committee

The City will recognize a Negotiating Committee which shall consist of six (6) members, including the Association President, selected by the Association. Leave shall be granted to members of the Association Negotiating Committee without loss of pay and benefits, when the parties meet for the purpose of negotiating a collective agreement or amendments thereto.

The name of each of the members of the Negotiating Committee shall be provided in writing to the Director of Employee & Labour Relations.

35.05 Grievance Committee

The Association acknowledges and agrees that members of the Grievance Committee and Officers of the Association have regular duties to perform as employees of the City and that such employees will not leave their regular duties to meet with employees to resolve their grievance, or to hold meetings without obtaining the permission of the Fire Chief or their designate, and will similarly report upon returning to their regular duties. Such permission will not be unreasonably withheld. Time spent during an employee's regular work hours pursuant to this article shall be without loss of pay and benefits.

35.06 Attendance Management Program/Modified Duties Representative

Upon request from Local 3888, the City shall provide a leave of absence with pay and full benefits to a designated Attendance Management/Modified Duties representative (or other duties deemed to be of value to Toronto Fire Services by the Fire Chief, or designate, and the President of Local 3888) who will be a member of the Executive Board of Local 3888. The referenced ATM/Modified Duty representative shall be entitled to full seniority and service accrual while on such leave. The Association shall provide the City with a request for such leave, in writing, and the City shall confirm their agreement in writing.

The Attendance Management/Modified Duties Representative shall be available on a day-to-day basis. In the event this employee is absent due to illness, vacation or any other reason they shall be required to notify the Association and shall also be required to notify the Division Chief of Staff Services, for record keeping purposes. The ATM/Modified Duties representative shall provide on a bi-weekly basis a log outlining which meetings they attended, which City representatives they met with, including the date and times at the meetings. The times not spent in meetings shall also be recorded. Said log shall be provided to the Association and a copy may be required by the City, so as to ensure accountability can be verified.

The above-mentioned leave will commence on the beginning of the first pay period after the City received the Association's request. Should any difficulties or concerns arise with respect to the granting by the City of this leave or the availability of the representative, the parties shall meet expeditiously to resolve the matter.

35.07 Leave to Attend Health & Safety Conference

Upon written request from Local 3888, the City shall provide leave of absence with pay for up to ten (10) Association representatives per year to attend the O.P.F.F.A. Health & Safety Conference.

35.08 Leave of Absence – Human Relations Representative

Upon written request from Local 3888, the City shall provide leave of absence with pay for one (1) or two (2) members of the Human Relations Committee to attend investigation meetings.

**Article 36
SAFETY**

- 36.01 The Toronto Professional Fire Fighters' Association Safety Committee shall be allowed to have input into the determination of future purchases of equipment that could affect the safety of all personnel in the performance of their duties.

The Association acknowledges the City's right to make the final decision on such purchases.

**Article 37
DUTY EXCHANGE**

37.01 Operations

- (a) A duty exchange consists of a request for exchange of duty and the repayment of duty for the exchange between two employees.
 - (i) Both parties must work an equal number of hours for each other.
 - (ii) 12 hours or any part thereof equals one duty exchange.
 - (iii) A duty exchange in excess of 12-hours constitutes two (2) duty exchanges.

Support Divisions

- (b) A duty exchange consists of a request for exchange of duty and the repayment of duty for the exchange between two employees. Both parties must work an equal number of shifts or hours for each other. One shift or any part thereof equals one duty exchange.
- 37.02
- (a) Employees shall be limited to a maximum of thirty (30) duty exchange occasions in any calendar year.
 - (i) Of the thirty (30) duty exchange occasions, there is a maximum of twenty-four (24) duty exchanges without the express permission of the Division Commander/ Division Chief.
 - (ii) There will be a maximum of fifteen (15) duty exchange occasions involving Monday through Friday shifts.
 - (b) Each occasion an employee works for another employee will count as a duty exchange occasion. An employee may only work a maximum of two occasions to fulfil a duty exchange repayment. These two occasions will be a minimum of six (6) hours.

37.03 Duty exchanges must be agreed to in writing on the form provided, which will include a record of the employee's duty exchange activity/occasions, and be repaid within one hundred and eighty (180) calendar days. The repayment date(s) must be included with the original request. The repayment date(s) may be changed on one occasion only provided the amended date is within the initial one hundred and eighty days (180), and the form re-submitted.

37.04 Duty exchange forms must be filled out and signed by both parties to the exchange. The completed form must be signed and approved by all respective officers in the chain of command prior to being submitted to the Platoon Chief for final approval. The completed form must be received by the Platoon Chief no later than 10 a.m. on the last regular shift worked by the employee prior to the shift the employee is exchanging.

In extenuating circumstances an employee may make application to the on-duty Platoon Chief or the on-call Division Commander, and if approved, will have the completed form with them when they report for duty.

37.05 Replacements must be of equal rank and within the same division. Equal rank shall be defined as follows:

- (a) A Fire Fighter may substitute for a Fire Fighter, a Captain may substitute for a Captain and a District Chief may substitute for a District Chief;
- (b) A Captain/District Chief may substitute for an employee assigned to a "regular acting role" when the employee is assigned to act;
- (c) An employee in a regular acting role may substitute for a Captain;
- (d) Employees in a regular acting role may substitute for one another in an acting capacity. Such substitute shall assume the position of the employee they are substituting for; and,
- (e) Employees in a regular acting role, with prior knowledge that they will be assigned to act, must substitute with an employee of the rank you will be acting for, or an employee in a regular acting role as their replacement.

37.06 Replacements must be able to perform the requirements of the job.

37.07 (a) Employees in Support Divisions are prohibited from working in excess 24 consecutive hours.

(b) Employees working the 24 hour shift must be off duty for a minimum of 24 hours prior to reporting to duty and are prohibited from working in excess of 36 consecutive hours.

37.08 Both parties to a duty exchange arrangement share the responsibility when the employee agreeing to work the exchange day(s) subsequently becomes unable for any reason to fulfil their obligation to report for duty. The employee scheduled to work the duty exchange shall be responsible to make every reasonable effort to contact the other party to the exchange in an effort to make alternative arrangements to ensure that an employee reports for duty. In the event that a shift remains uncovered, either or both employees may be held responsible. Where an employee is unable to report for duty, they are to contact the Platoon Chief on Duty. A sick day will be taken from the employee's sick time bank if applicable. Proof of sickness may be required for such an absence. Failure to follow this article may constitute a failure to report.

37.09 In the case of a partial shift duty exchange, should the employee be unable to report in the time requested, it would then be the responsibility of the substitute to complete the shift.

37.10 In extenuating circumstances, an employee may contact the Division Commander/Chief and make a request that is not covered in the above. Said request will not be unreasonably denied.

Article 38
GENDER

- 38.01 Wherever a gender is referred to in this agreement it shall be deemed to include all forms of gender identity and expression wherever the context so requires.

Article 39
MECHANICS' TOOLS

- 39.01 The City shall provide Mechanics with the appropriate tools, as determined by the City, to perform the day-to-day operations and functions of their job.

Article 40
ACCESS TO COUNCIL AND BUDGET INFORMATION

- 40.01 Local 3888 shall be placed on distribution lists with respect to Council and its Standing Committees. The Association shall be provided with copies of all public agendas and supplemental agendas, public attachments, certificates of amendments and minutes for Council, and the agendas and reports of its Standing Committees and Community Councils.

The Association shall be placed on the Finance Department – Budget Services Division public distribution lists with respect to Fire Services Capital and, Operating Budget.

Said information shall be made available to the Association at the same time it is made available to the public.

Article 41
MEDICAL PREVENTATIVE MEASURES

- 41.01 When the Medical Officer of Health for the City, or their designate, identifies certain communicable diseases, against which members of Local 3888 ought to be immunised or protected, such employees may avail themselves of immunisations or medical preventative measures specified by the Medical Officer of Health or their designate. The cost of specified immunisations or medical preventative measures, where not covered by OHIP, shall be borne by the City.

Article 42
OFFICER IN CHARGE

- 42.01 All staffed front line Pumpers, Aerials, Heavy Rescues, and specialized apparatus consisting of High Rise Unit, Hazard 1, Fire Boat and Air Light Units shall have a Fire Captain in charge at all times.

The parties agree to consult on the requirements of an officer in charge of any new vehicles not contemplated by this article, prior to such vehicles being put into service.

Article 43
TECHNOLOGICAL CHANGE

- 43.01 Technological change is defined as the introduction by the City, of equipment or material different in nature or kind than that previously used, including the mechanization or automation of processes, which will significantly alter the way Local 3888 members perform their work, and/or will require extensive training to ensure that they are able to do the work safely and efficiently.
- 43.02 At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanisation affecting members of Local 3888, the City shall, by written notice, furnish the Association with full information of the planned change or changes.

Such prior notice shall contain relevant information respecting the nature and degree of change, the date or dates on which the City plans to effect the change and, the location or locations involved.

- 43.03 Within fifteen days (15) after the foregoing notice has been given, the City shall make disclosure to the Association of the effects of the change or changes on any employee. Following said disclosure, representatives of the parties shall meet forthwith to discuss issues with a view to resolve any issue which may concern the employment status of the employee.
- 43.04 The City shall endeavour to place in other positions any employees of the Toronto Fire Services coming within the 3888 Unit who may be displaced by technological improvements in the operation of the said Services. No such employee who has completed the probationary period will be laid off or have their employment terminated by reason thereof. No employee shall suffer any reduction of salary as a result of such change.

Article 44

PRINTING THE COLLECTIVE AGREEMENT

- 44.01 The City shall pay the cost of printing and distributing of up to seven hundred and fifty (750) Collective Agreements.
- 44.02 The Agreement shall be prepared and presented to the Association within three (3) months following the ratification of the Contract by both parties. The City shall allow one (1) day off with pay for two (2) members of the Negotiating Committee so that they may proof read the Agreement.
- 44.03 The parties agree to use their best efforts to have the Collective Agreement printed as soon as possible following its ratification.

Article 45

TRANSFERS WITHIN DIVISIONS

45.01 **Operations**

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

When two (2) or more applicants have a request for transfer on file and are requesting the same vacant position, first consideration will be given to the senior applicant. If the seniority dates are the same the applicant standing highest or having stood higher on the applicable promotion list will be approved for transfer. Where not applicable a coin toss will be used.

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

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

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

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

- (a) When two (2) employees mutually agree to a transfer, such request for transfer shall be submitted in writing to the Division Commander or Platoon Chief. Those transferred to another shift will assume the vacation and lieu day schedule of the person they replace.

Mutual transfers will only be approved if the employees are of the same rank. For mutually agreed upon transfers, in the event one (1) of the parties retires, resigns, transfers between divisions, is promoted or attains an acting position within twelve (12) months of the transfer the other party will be transferred back to their original location. The affected employee may make application to the Division Commander to remain at their current location. Approval to remain at their current location will be granted at the discretion of the Division Commander. This process may apply to other employees who have been subsequently transferred as a result of a mutual transfer being granted.

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

For transfers that change platoons:

LAST SHIFT WORKED

Monday - Thursday

Friday - Sunday

Wednesday - Saturday

Tuesday

REPORT SHIFT OF THE FOLLOWING WEEK

Monday - Thursday

Wednesday - Saturday

Tuesday

Friday - Sunday

Tuesday

Off - Thursday

Wednesday – Saturday

Monday – Thursday

Friday - Sunday

Tuesday

Friday – Sunday

Wednesday – Saturday

Support Divisions: These provisions do not apply to Training and Technical Operations, Recruitment and Public Information.

45.02 **Fire Prevention– Inspections & Enforcement**

An employee wishing to transfer shall submit their request, in writing, to their Division Chief (or designate). Each request will be deemed active once signed by the Division Chief their designate. A signed copy will be provided to the employee as their proof of submission. The request will remain active until it is withdrawn, a new request is submitted, or the transfer is fulfilled. Only the most current request is kept on file. For clarity, to withdraw a transfer the employee shall provide written notification to the Division Chief and or his or her designate that they are withdrawing their request to transfer within Division. A request for transfer under this Article may be granted at the discretion of the Division Chief (or designate) where operational requirements permit.

When two (2) or more applicants have a request for transfer on file and are requesting the same vacant position, first consideration will be given to the senior applicant. If the seniority dates are the same the applicant standing highest or having stood higher on the applicable promotion list will be approved for transfer. Where not applicable a coin toss will be used.

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

Any fulfilled request for transfer (including mutuals as per (a) below) to the following identified sections (Professional Standards and Quality Assurance/Legal) will be for a period of two (2) years before another transfer request can be submitted.

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

- (a) When two (2) Fire Fighters' mutually agree to a transfer, such request for transfer shall be submitted in writing to the Division Chief or their designate. Those transferred to another office will assume the vacation and lieu day schedule of the person they replace.

Mutual transfers between Fire Fighters' will only be approved if the employees are the same rank. For mutually agreed upon transfers, in the event one (1) of the parties retires, resigns, transfers between divisions, is promoted or attains an acting position within twelve (12) months of the transfer the other party will be transferred back to their original location. The affected employee may make application to the Division Chief or their designate to remain at their current location. Approval to remain at their current location will be granted at the discretion of the Division Chief or their designate. This process may apply to other employees who have been subsequently transferred as a result of a mutual transfer being granted.

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

45.03 **Communications**

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

- (a) When two Fire Fighters' mutually agree to a transfer, such request for transfer shall be submitted in writing to the Division Chief.

Mutual transfers between Fire Fighters' will only be approved if the Fire Fighters' seniority is within five years of each other.

For mutually agreed upon transfers, in the event one of the parties retires, resigns, transfers between divisions, is promoted or attains an acting position within twelve (12) months of the transfer the other party will be transferred back to their original location. If some unforeseen circumstances occur, the affected employee may make application to the Division Chief to remain at their current location. This process may apply to other employees who are involved in any subsequent mutually agreed to transfers involving one of these parties.

- (b) Transfer requests must be submitted twenty-eight (28) days prior to the Monday of the week of the effective date of the transfer.
- (c) Requests for transfer will not be unreasonably withheld.

45.04 **Quartermaster Section and Mechanical Division**

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

When two (2) or more applicants submit a request for a transfer to the same position, the senior-most applicant will be selected. If the seniority dates are the same the applicant standing highest or having stood higher on the applicable promotion list will be approved for transfer. Where not applicable a coin toss will be used.

- (a) When two (2) Fire Fighters mutually agree to a transfer, such request for transfer shall be submitted in writing to the Division Chief.

For mutually agreed upon transfers, in the event one (1) of the parties retires, resigns, transfers between divisions, is promoted or attains an acting position within twelve (12) months of the transfer the other party will be transferred back to their original location. If some unforeseen circumstances occur, the affected employee may make application to the Division Chief to remain at their current location. This process may apply to other employees who are involved in any subsequent mutually agreed to transfers involving one of these parties.

- (b) Transfer requests must be submitted twenty-eight (28) days prior to the Monday of the week of the effective date of the transfer.
- (c) Requests for transfer will not be unreasonably withheld.

45.05 **Public Education**

An employee wishing to transfer shall submit their request, in writing, to their Division Chief or their designate. Each request will be deemed active once signed by the Division Chief or their designate. A signed copy will be provided to the employee as their proof of submission. The request will remain active until it is withdrawn, a new request is submitted, or the transfer is fulfilled. Only the most current request is kept on file. For clarity, to withdraw a transfer the employee shall provide written notification to the Division Chief or their designate that they are withdrawing their request to transfer within Division. A request for transfer under this Article may be granted at the discretion of the Division Chief or their designate, where operational requirements permit.

When two (2) or more applicants have a request for transfer on file and are requesting the same vacant position, first consideration will be given to the senior applicant. If the seniority dates are the same the applicant standing highest or having stood higher on the applicable promotion list will be approved for transfer. Where not applicable a coin toss will be used.

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

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

- (a) When two (2) employees mutually agree to a transfer, such request for transfer shall be submitted in writing to the Division Chief and or their designate. Those transferred to another office will assume the vacation and lieu day schedule of the person they replace.

Mutual transfers will only be approved if the employees are of the same rank. For mutually agreed upon transfers, in the event one (1) of the parties retires, resigns, transfers between divisions, is promoted or attains an acting position within twelve (12) months of the transfer the other party will be transferred back to their original location. The affected employee may make application to the Division Chief and or their designate to remain at their current location. Approval to remain at their current location will be granted at the discretion of the Division Chief or their designate. This process may apply to other employees who have been subsequently transferred as a result of a mutual transfer being granted.

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

Article 46 TRANSFERS BETWEEN DIVISIONS

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

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

- a) Employees shall participate in all components and satisfy all of the requirements of the City's external competition process for the position. To assist employees in achieving successful transfers, the following process shall be followed:
 - a. The employee shall submit a written request for transfer to the Fire Chief, identifying the employee's current position and division and the division / position to which they wish to transfer;
 - b. Upon receipt of the written request for transfer, it will be acknowledged and a meeting with the applicable Deputy Fire Chief will be scheduled with the employee requesting the transfer;
 - c. During the meeting scheduled in accordance with (b), the following will take place:
 - i. A review of the employee's current qualifications will be completed;
 - ii. A detailed review of the required qualifications and requirements for the position being sought will be completed;

- iii. An overview of the position being sought including the working conditions, expectations and any other relevant information will be provided by the Deputy Fire Chief;
 - iv. Following the completion of this meeting, the information outlined in (i) and (ii) will be confirmed in a letter to the Employee and a copy of that letter shall be forwarded to the Association by the City.
- d. When employees are transferred from their current division to another division in accordance with this article, the following shall apply:
 - i. Employees who have five (5) years of service or more (on the date of transfer) will maintain their seniority and service, subject to a 12 month assessment period.
 - ii. Employees having less than five (5) years of service, but more than one (1) year of service (on the date of transfer), will start at the rate of a third class firefighter, and will maintain their seniority and service subject to a 12 month assessment period.
 - iii. Employees having one (1) years' service or less (on the date of transfer) will be considered a new hire and will lose all service, seniority and accumulated credits.
- e. Once the employee meets the qualifications and requirements for the position being sought, in accordance with 46.01 (a) (c) (ii), the employee shall be transferred in accordance with this Article.

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

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

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

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

46.05 Each employee coming within the 3888 Unit, who wishes to transfer from their current division to a position within another division, for which the employee was previously qualified, shall comply with following procedure:

- a) The employee shall submit a written request for transfer to the Fire Chief, identifying the employee's current position and division and the division / position to which they wish to transfer.
- b) The employee shall participate in a relevant medical examination established by the Chief Medical Officer of Toronto Fire Services to be conducted by the employee's attending physician (provided the physician has been attending the employee for at least three (3) years), and provide a certificate thereof. If the employee's physician has not been attending the employee for at least (3) years, the employee must choose to have the medical examination conducted by either the TFS Chief Medical Officer or choose one of the three physicians from an agreed upon roster of three (3) physicians; and
- c) If applicable, the employee shall provide proof of a valid Ontario driver's licence of a Class suitable for the position.

- d) If successful in the above procedure, the employee shall be transferred and shall complete an assessment period of six (6) months. The six (6) month assessment period shall commence following the completion of any assigned training, but shall not extend beyond twelve (12) months from the date the employee is transferred.
- e) In the event there are more qualified applicants for transfer than available positions, the senior qualified applicant shall be transferred. Remaining qualified applicants shall remain on the Transfer List.
- f) For employees holding rank refer to clause 18.01 (Promotions).

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

GENERAL PROVISIONS

46.07 Where the Fire Chief determines that a transfer may negatively affect the operations of any division, the transfer will be held in abeyance until the Fire Chief has met with the Association to discuss the Chief's concerns and a resolve has been reached.

46.08 No request for transfer under this Article will be unreasonably withheld.

46.09 When the Fire Chief determines that a vacancy is to be filled, excluding officers' ranks, and there are no employees on the applicable transfer list, the vacancy shall be filled via the normal recruitment process.

46.10 The City shall provide the Association with the requirements and qualifications for each entry level position, and thereafter shall notify the Association of any substantial changes.

Article 47 CONTRACTING OUT

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

Article 48 IN STATION DUTIES AND RESPONSIBILITIES

48.01 These duties and responsibilities shall be reasonably related to fire fighting and appropriate for a professional fire fighter as defined under the *Fire Protection and Prevention Act, 1997*, subject to the Modified Work Policy, Appendix "C". The Fire Fighter shall perform the tasks assigned for the purpose of proper maintenance of departmental equipment and apparatus. Additionally, a Fire Fighter shall be responsible for the necessary maintenance of Fire Fighters' working and living quarters on a day-to-day basis in the stations. i.e. floors of apparatus room and hose tower, lunch room and sitting room, Captain's, District Chief's and Platoon Chief's offices and bedrooms.

48.02 Fire Fighters' shall not be responsible for maintenance of the stations nor for:

- (a) the washing of walls and ceilings;
- (b) the cleaning of administrative and secretarial offices,
- (c) the removal of snow from Fire Department property (except where operations are impeded),
- (d) the maintenance of lawns and shrubs. (There shall be no prohibition against doing so).

Article 49
FILLING OF VACANCIES

- 49.01 A recruit class would be initiated when vacancies in the present work force created by death, retirement, resignation or discharge reaches forty (40).

Article 50
LEAVES OF ABSENCE

50.01 **Voluntary Leave**

The Fire Chief may grant leave of absence without pay or benefits to an employee if the employee requests it in writing setting out the reasons for and the duration of such leave. The leave must not interfere with the efficient operations of the Toronto Fire Services, as determined by the Fire Chief. Such leave shall not be unreasonably withheld.

50.02 **Education Leave**

Each employee coming within the Local 3888 unit may be eligible for a leave of absence, without pay & benefits, of up to one (1) year to pursue full-time higher educational opportunities that are work related and consistent with their career plans as discussed with their Platoon/Division Chief. It is understood that such leave will be considered and approved in conjunction with Earned Deferred Leave requests and in accordance with the following conditions:

- (a) In the Fire Suppression Division, at no time shall more than three (3) employees per shift, to a maximum of twelve (12), be on leave at any one time.
- (b) In the Support Divisions, at no time shall more than (1) employee per Division be on leave at any one time.

During the period of such leave, the employee will not accrue service/seniority for the purposes of promotion and vacation. If the employee had qualified and was on the promotional list at the time of the leave, they shall be placed back on the list in accordance with their adjusted service/seniority (For the purposes of this clause, adjusted service/seniority is the original start date minus any periods of unpaid leaves of absence).

Benefits shall be in accordance with the City's policy, "Leave without Pay (Absence for Work)", dated January 14, 2003 (revised), as may be amended from time to time.

The education leave must be approved by the Fire Chief, or designate, and shall not be unreasonably withheld.

50.03 **Participation in Elections**

The City policy concerning Employees Seeking Election to Political Office (previously called "Participation in Elections"), dated July 29, 1999 as may be amended from time to time, shall be applicable to all employees within the Local 3888 Unit.

During the period of such leave, the employee will not accrue service/seniority for the purposes of promotion. If the employee had qualified and was on the promotional list at the time of the leave, they shall be placed back on the list in accordance with the service/seniority the employee had attained as of the date the leave commenced. All employees shall be re-qualified as determined by the Fire Chief, or designate.

50.04 **Special Leave of Absence**

When an employee coming within Local 3888 has the opportunity to be elected or appointed to a full-time government position, which Local 3888 deems that such position will be of value to Toronto Fire Services, the President of Local 3888 shall submit an application to the Fire Chief that must be supported by documents from the Association or its affiliate as to the position to be occupied by such employee. Subject to the approval of the Fire Chief and provided that the leave is at no cost to the City, such leave of absence will be granted. Such leave shall not be unreasonably withheld.

Upon the expiration of the term of office the employee shall be returned to their former rank after an appropriate training period.

To be promoted within a division where the employee was qualified in an acting capacity, the employee must have unbroken service in that division in an acting capacity, for a minimum of two (2) years immediately prior to being promoted. In divisions that promote from the acting list sooner than the two (2) years, the employee must have unbroken service in the division from the time they qualified.

There will be a maximum of two (2) Local 3888 members at a time that may be on leave under this clause. Benefits shall be in accordance with the City's policy, "Leave without Pay (Absence for Work)", dated January 14, 2003 (revised), as may be amended from time to time.

50.05 **Earned Deferred Leave**

Each employee of the City coming within the 3888 Unit shall be eligible to participate in the City's Earned Deferred Leave Program (policy of January 1, 2002 as may be amended by the City) as follows:

- (a) In the Fire Suppression Division, at no time shall more than three (3) employees per shift, to a maximum of twelve (12) be on leave at any one time.
- (b) In the Support Divisions, at no time shall more than one (1) employee per Division be on leave at any one time.

Final approval of the earned deferred leave rests with the Chief and will not be unreasonably withheld.

50.06 **Emergency Leave**

Where an employee requests to be relieved from duty for a personal emergency situation such leave may be granted by the Chief or their designate for up to three (3) hours.

Provided that where the personal emergency leave exceeds three (3) hours, the leave time shall be deducted from the employee's Lieu Day Bank, Earned Time Owing or Ill Dependent Leave, whichever is applicable.

50.07 **Citizenship Leave**

An employee who is required to be absent from work during their normal working hours for the purpose of obtaining their Canadian Citizenship shall, on two (2) occasions only, be granted up to twelve (12) hours leave of absence on the day shift with pay on each such occasion.

50.08 **Access to Childcare/Eldercare and Family Medical Leave**

The Childcare/Eldercare and Family Medical Leave policies as they may be established or amended by the City from time to time will be accessible to Local 3888 members, subject to the terms and conditions of the policy.

50.09 **Military Leave**

- (a) Leave of absence shall be granted to employees to serve in the Canadian Armed Forces during hostilities, peacekeeping missions, or during a time of war as declared by the Government of Canada. Seniority will accumulate during such leave.
- (b) Leave of absence for Reserve training shall be in accordance with City policy as amended from time to time.
- (c) Notwithstanding the above, it is understood that leave under (a) and (b) will be considered and approved in conjunction with Earned Deferred Leave and Education Leave requests and in accordance with the following conditions: (i) in Operations Division, at no time shall more than three (3) employees per shift, to a maximum of twelve (12), be on leave at any one time; (ii) in Support Divisions, at no time shall more than one (1) employee per Division be on leave at any one time.

Article 51
TRADE LICENCES/CERTIFICATES OF QUALIFICATION

- 51.01 Should the Toronto Fire Services require certificates of qualification in addition to what is presently required for the current positions coming within the 3888 Unit, the cost of such certification shall be borne by the City.

Article 52
TERM OF AGREEMENT AND NOTICE TO BARGAIN

- 52.01 This agreement shall commence and be effective from the 1st day of January 2019 and shall remain in force until the 31st day of December 2023. In the event notice to bargain is not given in accordance with the provisions of this agreement, the agreement shall be automatically renewed from year to year thereafter, until notice to bargain is given in accordance with the provisions of this agreement.
- 52.02 Either party may give written notice of its desire to bargain with a view to make a collective agreement within the period of 90 days before the expiry of the collective agreement. The employer and the bargaining agent shall meet within fifteen (15) days of notice to bargain having been given and shall bargain in good faith and make every reasonable effort to make a collective agreement.
- 52.03 The parties agree to commence bargaining no later than October 1st, 2023 with the intent of reaching a settlement as expeditiously as possible.

Article 53
SERVICE/RECOGNITION PAY FOR FIRE FIGHTERS

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.

Service/Recognition Pay Table Based on 1st Class fire Fighter Salary				
	Effective Date		Annually	Hourly
Service/Recognition Pay 8 Years Completed	Effective January 1, 2019	3%	\$3,012	\$1.38
	Effective July 1, 2019	3%	\$3,027	\$1.39
	Effective January 1, 2020	3%	\$3,088	\$1.41
	Effective July 1, 2020	3%	\$3,103	\$1.42
	Effective January 1, 2021	3%	\$3,134	\$1.44
	Effective July 1, 2021	3%	\$3,165	\$1.45
	Effective January 1, 2022	3%	\$3,223	\$1.48
	Effective January 1, 2023	3%	\$3,280	\$1.50
Service/Recognition Pay 17 Years Completed	Effective January 1, 2019	6%	\$6025	\$2.76
	Effective July 1, 2019	6%	\$6055	\$2.77
	Effective January 1, 2020	6%	\$6176	\$2.83
	Effective July 1, 2020	6%	\$6207	\$2.84
	Effective January 1, 2021	6%	\$6269	\$2.87
	Effective July 1, 2021	6%	\$6330	\$2.90
	Effective January 1, 2022	6%	\$6447	\$2.95
	Effective January 1, 2023	6%	\$6560	\$3.00
Service/Recognition Pay 23 Years Completed	Effective January 1, 2019	9%	\$9,038	\$4.14
	Effective July 1, 2019	9%	\$9,083	\$4.16

	Effective January 1, 2020	9%	\$9,264	\$4.24
	Effective July 1, 2020	9%	\$9,311	\$4.26
	Effective January 1, 2021	9%	\$9,404	\$4.31
	Effective July 1, 2021	9%	\$9,495	\$4.35
	Effective January 1, 2022	9%	\$9,671	\$4.43
	Effective January 1, 2023	9%	\$9,840	\$4.51

Article 54 CLEANING ALLOWANCE

54.01 Each employee of the City coming within the 3888 Unit shall be provided a cleaning allowance, to be paid annually as follows:

- Three hundred and fifty dollars (\$350.00)

Said payment shall be made on the first pay received by members of 3888 in December of each year.

54.02 Cleaning allowance will be pro-rated by monthly increments when an employee is absent for reasons of Long Term Disability, Leaves of Absence and Pregnancy Parental leave.

Employees who retire or resign prior to the December payment shall have their cleaning allowance pro-rated to the month in which their employment ceases.

Article 55 QUARANTINE

55.01 Time lost by an employee within the Local 3888 Unit as a result of being quarantined by a certified medical practitioner because of a job related incident shall be treated as a leave of absence with pay for the duration of the quarantine.

Where an employee who is quarantined because of a job related incident would have been the first person entitled to act in a higher rank, such employee shall be paid at the higher rank for such shifts as they would have normally been acting in the higher rank for the duration of the quarantine period, unless the Officer is quarantined for the same period.

Working Quarantine

55.02 (a) Employees who work while under a 'Work Quarantine' will be paid two (2) times their regular hourly rate of pay for all hours worked.

(b) Employees who work overtime while under a 'Work Quarantine' will be paid at the rate of two and one-half times (2 ½) the regular rate of pay for the overtime hours worked beyond their regularly scheduled shift.

(c) Once the employee agrees to work under a 'Work Quarantine' they will be expected to report for their regularly scheduled shifts for the period the quarantine is in effect. An employee who

chooses to be on 'Home Quarantine' and later chooses to work under 'Work Quarantine' must notify their Platoon Chief by 15:00 hours of their scheduled shift immediately prior to date of reporting to duty.

- (d) These terms represent exceptional and unusual circumstances and only apply when a 'Work Quarantine' has been declared by an official authorized to do so in accordance with the applicable legislation.

- 55.03 In the event an exceptional and unusual circumstance arises, and the City is considering implementing a work place screening process, it is agreed the parties will meet to discuss the process.

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 four (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 one (1) hour time owing to be taken off at the mutual convenience of the employee and the employer.

- 56.04 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 their 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 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 one and one-half (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.

56.05 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

56.06 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, they shall be paid a minimum of three (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 employee's 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 three (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 one (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 one and one-half (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 one and one-half (1.5) times the positions' normal rate of pay. For the first

call only, which is less than fifteen (15) minutes in duration, there shall be no compensation, other than the regular standby pay.

56.07 Implementation

The Fire Chief or their 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 their 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 their designate forty-eight (48) hours prior to the exchange. In cases of emergency the Fire Chief or their designate can waive the forty-eight (48) hour requirement. In extenuating circumstances, an employee may contact the Fire Chief or their 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, they 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 fourteen (14) days.

Article 57

REMUNERATION FOR ATTENDANCE AT A COURT OR INQUEST ON FIRE SERVICES BUSINESS

- 57.00 When an employee is off duty and required in connection with Toronto Fire Services business to attend an inquest, court or other tribunal, the employee will receive compensation according to the Standby and Call back policy. Employees on standby status are paid one (1) hour for every eight (8) hours or less, on a straight time basis that will be calculated on a twenty-four (24) hour basis for each day an employee is required to be on standby. Employees who attend or who are put on standby status for an inquest, court or other tribunal will make every reasonable attempt to provide documentation to substantiate such claims for remuneration.

Article 58

MODIFIED WORK PROGRAM POLICY

- 58.01 The City is committed to facilitating early and safe return of employees to productive employment. Modified work is mandatory not only in the sense that the City can require a fire fighter to accept suitable modified work, but also in the sense, consistent with the duty to accommodate disability, that fire fighters who require it have an entitlement to modified work where it is available. For occupational illness or injury the program must be consistent with WSIB legislation.

Definition: Modified Work

An employee unable to perform the full or essential duties of their job as a result of injury or illness may be given modified duties within the employee's own job for a limited period of time, or placed in an alternate job to accommodate their restrictions.

58.02 The Modified Work Program Policy will be made available in the workplace.

58.03 When an employee is absent for a full tour of duty, the employee, or the employee's agent, must answer the question to the on-duty Platoon Chief/Division Chief on the last day of the tour of duty or the last scheduled working day for a non-shift employee.

"Are you coming back to regular duties on the next tour of duty (or next week)?"

If the employee is not coming back to regular duties within the next tour or the next week, they shall submit a current and properly completed TFS Return to Work form no later than 14 days following the commencement of the absence.

58.04 Confirmation of the modified work assignment will be provided to the employee in writing outlining the restrictions that modify the work.

58.05 An employee who does not return to work within the time provided for in the completed TFS Return to Work form submitted under paragraph 3 must supply another updated, properly completed form. This requirement shall continue to apply to subsequent forms.

Temporary Modified Duties

Note: All modified duties and/or work assignments referred to in this section are temporary and intended to assist the employee's return to full duties. Such assignments shall be based on operational needs.

58.06 If an employee requires a reasonable recovery period, it must be identified on and consistent with the employee's TFS Return to Work form. The Modified Work Program will take into consideration the ability of the individual to perform work.

58.07 Employees who have been deemed by their attending physician(s) to be partially, but not totally, disabled will be provided with modified duties consistent with the employee's medical/functional restrictions, where such duties are suitable and the duty to accommodate.

58.08 Modified duty assignments will be reviewed at a minimum of every 4 to 6 weeks. The employee will provide proper medical certification as required, including confirmation of continuing medical limitations or restrictions and a prognosis for recovery that are consistent with an employee's rehabilitation to full duties.

58.09 Modified work will include duties reasonably within or related to the duties of a fire fighter. Employees in modified duty assignments will continue to be paid at their regular rate of pay unless the modified position is of a supervisory or instructional in nature and at a higher rate of pay. The employee shall co-operate fully in the modified duty program.

58.10 If there are more employees requiring a modified duty assignment than assignments available, assignments will be made on the basis of an employee's ability to perform the work. In such cases, should the employees be equally capable, the available work will be assigned in order of seniority.

58.11 The assignment of an employee to modified duties does not create a vacancy within the bargaining unit.

58.12 The assignment of modified duties to an employee will not prohibit the employee from accessing any medical or disability benefits, subject to the Long Term Disability policy presently in force and provisions of the collective agreement, to which they may be entitled during the period of modified work. Employees on modified work assignments will continue to accrue service and seniority and will continue to accumulate sick leave in accordance with the agreement.

- 58.13 In the event the Chief Medical Officer of the Toronto Fire Services and/or Employee Health & Rehabilitation (EH&R) has insufficient medical information with respect to an employee's medical/functional abilities and for the duration of the absence, they may contact their treating physician to provide them with the information necessary for proper placement. In the event of a disagreement between the Corporate physician and the employee's treating physician the employee shall be referred to a mutually agreed upon independent specialist in the field of medicine for the condition from which the employee is suffering. It is understood that all medical information will be treated as confidential between the medical practitioners referred to above. The Fire Chief, or their designate, will only be provided with a list of the employee's functional abilities and restrictions. Cost of the report from the independent physician shall be borne by the City if the City determines it requires an independent medical examination.
- 58.14 Employees on modified work are expected to arrange their medical appointments, therapy and treatment times outside of the scheduled work hours. Where it is shown that the medical appointment, therapy or treatment could not be arranged outside of the scheduled work hours, the Toronto Fire Services will allow up to two (2) hours off, coincident with the beginning or end of the scheduled hours of work and there will be no interruption of earnings or benefits during such time off as may be granted.
- 58.15 Vacation Entitlement for Employees on the Modified Duties Program
For employees on modified duties less than three (3) months:
- Within the first three months the employee has the right to determine whether their vacation will be used as previously scheduled or put in abeyance until the employee returns to full duties.
- For employees on modified duties more than three (3) months:
- After more than three months modified duties the City has discretion to have the employee utilize the vacation scheduled but not taken during that three-month period. The employee is required to reschedule their vacation in the three months following the first three-month period.
- Lieu day usage should be deducted based on whether statutory holidays were taken. This would be determined on the work and shift location for the modified duties.
- 58.16 Permanent Partial Disability
Where it has been determined, based on medical/functional information received by the Chief Medical Officer for TFS and/or Employee Health & Rehabilitation, that an employee's partial disability is permanent and that the employee will be unable to return to their regular position, the City will make every reasonable attempt to place the employee in an available permanent position that is consistent with the employee's qualifications, medical/functional limitations. Every reasonable effort will be made to place employees in permanent alternate work at the rate of pay which restores the workers' pre-injury earnings. The employee shall fully co-operate in any such placement.
- 58.17 Where an employee is permanently placed in a position for which a lower wage rate is applicable under paragraph 16 above, the employee shall continue to receive the rate they were receiving prior to the re-assignment for the twenty-four (24) month period immediately following the effective date of their re-assignment. Following the expiry of the twenty-four (24) month period, the employee will then receive the rate applicable to their new position. The change in the rate of pay will be effective the first day of the pay period following the expiry of the aforementioned twenty-four (24) month period.
- 58.18 If there are more employees requiring permanent placements to a position than positions available, assignments will be made on the basis of an employee's ability to perform the work. In such cases, should the employees be equally capable, the available work will be assigned in order of seniority.
- 58.19 When an employee is placed under paragraph 16, the employee's position will be deemed to be vacant and the TFS will proceed to fill the vacated position.

58.20 It is understood that nothing in this policy is intended to limit the City's obligations to accommodate disabled employees under the Ontario Human Rights Code.

Modified Work Committee

The role of the Committee is to promote an early and safe return of employees to productive employment through meaningful input into an effective and non-discriminatory Modified Duties Program.

The Committee will meet every three months or as required. If any workers are added or removed from the program, the Association will be notified in writing.

The Committee will monitor the program to proactively recommend improvements or solutions as may be identified or observed.

The Committee will maintain a current list of potential modified duties. The Committee will use its best efforts to resolve problems which arise.

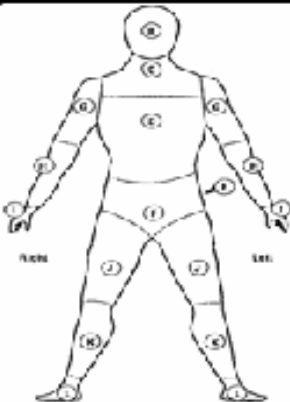
Committee Structure

The Committee will consist of one (1) representative of TFS Management, one (1) representative of the Association and one (1) Human Resource representative for the TFS Business Unit. If a Chair is required, then the TFS Management representative and the Local 3888 representative will co-chair. The Committee may also consist of members from People & Equity, Occupational Health & Safety, Workers Compensation or other representatives as required or deemed appropriate.

Attachment A
24 HOUR SHIFT SCHEDULE

	MON	TUE	WED	THUR	FRI	SAT	SUN
WEEK 1	A	B	C	A	D	C	D
WEEK 2	B	C	D	B	A	D	A
WEEK 3	C	D	A	C	B	A	B
WEEK 4	D	A	B	D	C	B	C
A: WORKING		B: WORKING		C: WORKING		D: WORKING	

Appendix A RETURN TO WORK FORM

		TORONTO FIRE SERVICES RETURN TO WORK FORM		☐ Initial ☐ Reassessment	
An assessment of any significant reduction in functional abilities due to injury (work or non-work related), illness or pregnancy					
Section A: Please Print (to be completed by worker)					
Worker's Last Name:		First Name:		Employee number:	
Home Address:				Postal Code:	
Date of Injury / Illness: D M Y		Job Title at Time of Injury/Illness			
Command:	Station:	Division:	Platoon:	Nature of Injury/Illness ☐ Work Related Injury ☐ Off Duty Injury ☐ Illness ☐ Pregnancy	
Section B: To be completed by treating physician and returned to the worker					
Estimated recovery time: ☐ Immediately or, Specific Date (dd/mm/yy): _____					
What period can recovery of usual functional abilities be anticipated? ☐ 1-3 days ☐ 4-7 days ☐ 8-14 days ☐ 15-28 days ☐ 1-2 months ☐ 2-3 months ☐ over 3 months					
NOTE: Modified duties provided for all Firefighters to be based on the restrictions listed in Section C					
Ability to Return to Work (check only one)					
☐ Able to Return to Work Immediately Without Restrictions ☐ Able to Return to Modified Duties (accommodating treatment schedules if necessary) ☐ Unable to Participate in any Work, Including Modified Duties for _____ Days or _____ Weeks					
Section C: If Modified Duties Are Required, Please Check any Specific Medical Restrictions Necessary					
 A Systemic or Neuromuscular B Head (incl. Vision, Hearing & Speech) C Neck D Upper Neck, Chest, Upper Abdomen E Lower Back F Lower Abdomen G Shoulder & Upper Arm H Elbow & Lower Arm I Wrist & Hand J Hip & Upper Leg K Ankle & Lower Leg L Ankle & Foot		LIFTING (floor to knuckle)	☐ No loads > 20 kg	☐ No loads > 10 kg	☐ Occasional Lifting Only
		LIFTING (knuckle to floor)	☐ No loads > 20 kg	☐ No loads > 10 kg	☐ Occasional Lifting Only
		LIFTING (above chest)	☐ No loads > 20 kg	☐ No loads > 10 kg	☐ Occasional Lifting Only
		CARRYING	☐ No loads > 20 kg	☐ No loads > 10 kg	☐ Occasional Carrying Only
		PUSHING/PULLING	☐ No Heavy pushing/pulling	☐ Occasional pushing/pulling	☐ Avoid pushing/pulling
		HAND FUNCTION	☐ Avoid repetitive hand motion	☐ No strong Gripping	☐ Avoid gripping
		REACHING	☐ No prolonged overhead reaching	☐ No overhead reaching	☐ Avoid any reaching
		SITTING	☐ No prolonged sitting		
		STANDING	☐ No prolonged standing	☐ Avoid standing	
		WALKING	☐ No Prolonged walking	☐ Avoid uneven ground	☐ Avoid walking
		CLIMBING (stairs/ladders)	☐ Occasional climbing only	☐ No ladder climbing	
		BENDING	☐ No prolonged bending	☐ Occasional bending only	☐ Avoid bending
		CROUCHING/KNEELING	☐ No prolonged crouching/kneeling	☐ Occasional crouching/kneeling	☐ Avoid crouching/kneeling
		Comments/Special Limitations: Please describe any additional related medical restrictions pertaining to - effects of medication, driving vehicles or operating equipment, physical exertion, vibration, work environment, work hours. (NO TREATMENT OR DIAGNOSIS)			
Health Professional's Name and Title:				Examination Date:	
Address:		Postal Code:	Telephone #:		Next Examination Date:
Signature:		Date:			

Appendix B
MEMORANDUM OF AGREEMENT: TRAINING AND TECHNICAL OPERATIONS- ASSOCIATE TRAINING INSTRUCTORS PROGRAM

1. **Associate Training Instructors (“ATIs”) Program**

An ATI program will be created to augment Training and Technical Operations Division staff to help train Operations personnel and new recruits in the following areas:

Training	
Training Areas	Up to ATI Complement
Vertical Ventilation, Vent Saw & Forcible Entry	20
General (Ladders, Ventilation, CO, Ropes and Knots, Search and Rescue)	20
Live Fire & TIC	32
Fire Ground Survival	20
High Rise Firefighting	20
Pump Operations & Hose Advancement	20
Driver Training	20
EMS	20
IMS & Communications	20

Technical Operations	
Training Areas	Up to ATI Complement
Ice Water Rescue (to NFPA 1006 standard)	20
Swift Water Rescue (to NFPA 1006 standard)	20
Surface Water Rescue (to NFPA 1006 standard)	20
Trench Rescue (to NFPA 1006 standard)	20
Vehicle NFPA Rescue (to NFPA 1006 standard)	20
Rope Rescue (to NFPA 1006 standard)	20
Structural Collapse (to NFPA 1006 standard)	20
Confined Space Rescue (to NFPA 1006 standard)	20
Machinery Rescue (to NFPA 1006 standard)	20
Hazardous Materials (to NFPA 472)	20
JT CBRNE Team	20
Elevator Rescue (to NFPA 1016 standard)	20

The Training Areas specified above shall be subject to change based on changes to legislative requirements and/or operational needs. Both Parties will agree on any changes before they are implemented.

2. **General Guidelines**

- 2.1 A joint ATI Committee will be established to review and make recommendations with respect to addressing issues and/or improving the ATI recruitment process. The Committee will consist of three (3) Association Members selected by the Association and three (3) Employer representatives. The committee once initiated will remain in place.
- 2.2 Where the Division Chiefs of the Training and Technical Operations division or the Deputy Chief (or their respective designate) determine that there is a need for ATIs to provide training on a particular Training Area, it will be offered to ATIs who are qualified to train on said Training Area, subject to 5.1 below.
- 2.3 Staff who have succeeded in the recruitment process for the ATI program shall be placed on an ATI list in each Training Area seniority order. These lists shall be referred to as the “ATI List” in this MOA, and shall expire three years after their implementation, prompting a new ATI recruitment process.
- 2.4 ATIs will be offered training work assignments according to their placement on the ATI list on a rotational basis such that the work is offered to the qualified ATI next available on the ATI list referred to in 2.3 above, based on the method described in section 4 below.

- 2.5 Employees in the ATI Program who decline to accept ATI work assignments on two (2) separate occasions and/or who do not respond to a call to work as an ATI without an appropriate reason, shall be removed from the ATI List immediately. The Parties will review the circumstances of the removal if the ATI disagrees with the removal.
- 2.6 ATI personnel who succeed in joining the ATI program will be added to the bottom of the ATI list until such time that the list expires.
- 2.7 All training provided to ATIs or that ATIs perform will only occur when ATIs are off duty. No training is done while on shift, unless the Parties agree.
- 2.8 ATIs in the program must attend the mandatory training in order to remain qualified and maintain their ATI status. Employees without an appropriate reason for not attending the mandatory training shall be removed from the ATI List immediately. The Parties will review the circumstances of the removal from the ATI List if the ATI disagrees.

3. **Remuneration**

3.1 ATI Rates of Pay

The following chart shall apply when ATIs are being trained or performing training in the course of the ATI Program:

ATI Rates of Pay and Compensation			
1 Employees' Base Position	2 ATI Rate of Pay	3 Compensation when ATI is being trained during mandatory training sessions, as determined and directed by TFS to become a qualified ATI	4 Compensation when ATI is conducting training off duty
If Base position is Operations 1 st Class Fire Fighter	<u>Current</u> The ATI's regular Firefighter rate plus 18% of the 1st class Firefighter rate <u>Effective July 1 2020</u> The ATI's regular Firefighter rate plus 19% of the 1st class Firefighter rate <u>Effective July 1 2022</u> The ATI's regular Firefighter rate plus 20% of the 1st class Firefighter rate	ATI will be paid their regular Operations Firefighter base rate of pay at straight time	ATI will be paid one and one half (1.5) times the ATI rate of pay listed in column 2 of this row Article 10 (Overtime) of the Collective Agreement shall continue to apply except for what has been delineated above with respect to the rate of pay.
If Base position is Operations Captain	The Operation Captain's regular rate plus 5% of the 1 st class Firefighter rate	ATI will be paid their regular Operations Captain base rate of pay at straight time	ATI will be paid one and one half (1.5) times the ATI rate of pay listed in column 2 of this row Article 10 (Overtime) of the Collective Agreement shall continue to apply except for what has been delineated above with respect to the rate of pay.

* Regular pay includes recognition grid.

- 3.2 ATIs shall not conduct or attend training in the course of the ATI Program on the specified holidays outlined in clause 13.01 of the Collective Agreement, unless otherwise agreed to by the Parties.

4. **Recruitment Process for the ATI Program**

4.1 Initiation of the ATI Recruitment Process

- (a) A recruitment process for securing ATIs will be initiated on the earlier of i or ii

below:

- i. Six (6) months prior to the expiration (expires three years after its implementation) of the ATI List; or
 - ii. When the ATI List becomes exhausted or is likely to become exhausted.
- (b) A recruitment process specifically for any one (1) or more of the Training Areas as identified in section 1 above may also be initiated once one (1) or both of the following occurs during the life span of the ATI List:
 - i. The number of available ATI's in any one (1) of the Training Areas listed in section 1 of this MOA has been reduced by 25% or more.
 - ii. The movement of ATI's in their base positions from one (1) platoon to another platoon has caused an imbalance in terms of their availability on any one (1) or more of the platoons A, B, C or D.

Notwithstanding the above, the Employer may initiate a recruitment process sooner upon consultation with the association, pursuant to the provisions of this MOA.

4.2 Posting for ATIs

Subject to 4.1 the Employer will post a notice to all Operations staff announcing the initiation of a ATI recruitment process for the ATI program.

4.3 Eligibility Requirements

To be eligible to apply to the ATI program, applicants must, as of the date of the ATI posting, have a minimum of two (2) years of service as a permanent 1st class Fire Fighter, with at least the last 2 years of service immediately prior to the ATI posting being service within the Operations Division.

4.4 Applying

Eligible applicants who wish to participate in the ATI recruitment process must apply in a manner and format specified on the posting notice.

Employees whose base position is on a Squad Truck, Hazardous Materials Truck or on respective partner trucks, can only apply as an ATI for the Technical Operations section of the Training and Technical Operations Division.

4.5 Assessment of Candidates

(a) For Training:

All candidates will undergo a process, as agreed to by the Parties, in order to demonstrate that they are qualified to train in the specific training areas they have applied to train in.

(b) For Technical Operations:

All candidates must provide, to the satisfaction of TFS, a record of certification in relevant disciplines/skills in order to be determined to be qualified in the relevant disciplines/skills. The ATI committee will be consulted on the required certifications and any changes thereof.

4.6 Selection of Candidates

Candidates successful in the assessment will be selected in order of seniority according to each training area.

The most senior qualified candidate placed into a Training Area on the ATI list cannot be

placed into additional Training Areas until all other qualified ATIs are placed on the ATI List into a Training Area. Additional Training Areas are to be assigned following the same process. This process is to ensure equitable distribution to all qualified ATIs for assignment on the ATI List.

4.7 Mandatory Training

Successful candidates who are in the process of becoming qualified ATIs may be required to attend mandatory training sessions as determined by TFS. ATIs already in the program, must attend training deemed mandatory by TFS in order to remain qualified and maintain their ATI status.

5. Method of Offering ATI Training Work

- 5.1 Where the Division Chiefs of Training and Technical Operations or the Deputy Chief, or their respective designates determine that there may be a need for off duty ATIs to provide training on a particular Training Area, the process for offering the training work will be as follows:

Step 1:

The overtime training work will first be offered to any available permanent staff within the Training and Technical Operations Division, who are qualified to do the work.

Step 2:

If there are insufficient permanent Training and Technical Operations staff available and qualified to do the overtime training work, the overtime will be offered via email or cell phone to available qualified ATIs who are off duty on the day the training work is required, in order of their place on the ATI List. It is understood that this will be done in a fair and equitable manner, and the process will be discussed by the ATI Committee.

6. Current Complement of STIs

- 6.1 Following the ratification of this MOA all current STIs will be dissolved and disbanded. Employees on the current STI Roster, as of the ratification of this MOA, will be required to compete in the ATI Recruitment Process as described herein in order to continue to provide training.

7. Reduction of weekly hours of work for current Training and Technical Operations

- 7.1 The current weekly hours of work for current Training and Technical Operations staff shall be reduced from 42 hours to 40 hours. There shall be no change to the annual salary of the employees in Training and Technical Operations because of the change in hours of work.

- (i) Four Day Work Week: Employees shall alternate between the following shifts – Monday to Thursday and Tuesday to Friday. Shifts commence at 7:30 a.m.

Five Day Work Week: Monday to Friday. Shifts commence at 8:00 a.m.

- (ii) The start times stated in this Article may be changed by two hours upon mutual agreement between an employee and the Division Chief and subject to operational requirements.

8. Cancellation of this MOA

Should the number of Local 3888 positions within the Training and Technical Operations Division be reduced to lower than thirty seven (37) positions, this entire MOA will become null and void, effective three (3) months from the date the Local 3888 positions are reduced to lower than thirty seven (37). The removal of the STI Clause 19.03 and the Appendix B policy pertaining to STIs shall remain null and void. Notwithstanding the above, should the above trigger occur, the Parties may mutually agree to allow the terms of this MOA to temporarily continue beyond the three (3) month period specified above, while the Parties work together toward an alternate and mutually satisfactory resolve.

LETTERS OF INTENT

Letter of Intent **Indemnification**

The parties agree to meet during the term of the collective agreement to discuss the reimbursement of legal expenses to an employee in accordance with the provisions of Article 31 and explore options available to limit the employee from suffering any negative financial impact, such that the effect of any reimbursement is cost neutral for the City and the employee.

Letter of Intent **Investigation Meetings**

Both the City and Local 3888 recognize the value of Association representation for employees where an employee is the subject of an investigation and who has been asked to attend an investigative discussion.

Local 3888 and the City agrees to meet immediately following ratification to develop a protocol for the following:

- a) Association representation at investigation meetings which are distinct from disciplinary discussions.
- b) Disclosure of the content of any complaint(s) the City has received prior to, or in the course of, the investigation and that the City may rely on for disciplinary action.
- c) Development and implementation of a joint training program for Association and City representatives attending investigation meetings.
- d) Time lines for the implementation of the above referenced protocol will commence no later than <insert date> or as otherwise mutually agreed to by the parties.

Letter of Intent **Toronto Professional Fire Fighters' Amateur Athletic Association - Additional Dues Check-off**

For the encouragement of systematic physical exercise among its members the City agrees with the establishment of the Toronto Professional Fire Fighters' Amateur Athletic Association.

The Association may approve funding for sites, acquire and maintain approved gymnasium equipment or for the subsidy of approved physical fitness programs, or competitions, among members of the Athletic Association. It will also be a goal of this organization to promote organized sports within the membership and to foster friendly competition in organised sports with outside organizations.

With this in mind once such an organization is established the City agrees to the following check off procedure and to then insert this into the Local 3888 collective agreement.

The City in respect of each of the employees of the City who voluntarily becomes a member of this organization, "Membership in the Toronto Professional Fire Fighters' Amateur Athletic Association (TPFFAAA)", and who authorizes the City in writing to do so, shall:

- (a) deduct from each bi-weekly pay of such employee such sum for dues payable by such employee as the By-laws of the Toronto Professional Fire Fighters' Amateur Athletic Association may from time to time provide;
- (b) continue to make such deductions until this Agreement is terminated or such written authority is revoked, whichever shall first occur;
- (c) as soon as the system permits, but no later than one (1) pay period after the making of each such deduction pay the sum so deducted to the Treasurer of the Toronto Professional Fire Fighters' Amateur Athletic Association;
- (d) the City shall notify the Toronto Professional Fire Fighters' Amateur Athletic Association in writing if an employee revokes such written authority;

- (e) on a biweekly basis and, as soon as the system permits, the Finance Department shall provide the Toronto Professional Fire Fighters' Amateur Athletic Association with:
 - (i) a listing of employees who are in a no-pay status who belong to the TPFFAAA; and
 - (ii) a listing of employees who have stopped paying TPFFAAA dues; and
 - (iii) a listing of employees who are paying TPFFAAA dues for the first time.
- (f) provided that, until such time as the system permits, the Finance Department will provide the Association with a listing of all members of the TPFFAAA paying dues and the amount of dues so deducted.

Toronto Professional Fire Fighters' Amateur Athletic Association will provide the City of Toronto with written authorization to deduct the dues and required contributions. The time frame for opting in and out of this program will be agreed to by the parties before this program is implemented.

Toronto Professional Fire Fighters' Amateur Athletic Association will save the City of Toronto harmless from any and all claims which may be made against the City for amounts deducted from pay as herein provided.

Notwithstanding the above it is understood that if the City of Toronto Finance Department has issue with the terms of this letter then the parties will meet to amend this agreement.

Letter of Intent
Working for Those Void of Sick Credits

The Parties agree to meet during the term of this collective agreement to review the process of Local 3888 members working for members void of sick credits.

Letter of Intent
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.

Letter of Intent **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 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.

LETTERS OF AGREEMENT

Employee Assistance Program

Where staffing does not permit a leave of absence without substitution Toronto Fire Services shall grant a total of thirty (30) days paid leave of absence to the EAP/CIS team administering the Toronto Fire Services EAP/CIS Program. Said leave shall be for the purposes of training in respect of EAP/CIS and for administering the Program, and shall be allocated by the team leader.

An employee utilising this leave will be required to provide substitution in accordance with the rules, regulations and special orders as may be determined from time to time by the Fire Chief and the salary and benefits of such substitute shall be paid for by Toronto Fire Services up to the said cumulative total of thirty (30) days.

The EAP Committee shall provide the Association and the Fire Chief with a list of the employees administering the EAP/CIS Program and shall advise both parties when changes are made thereto.

Where an off-duty member of the EAP/CIS team is not available, Toronto Fire Services will make time available to the on-call CIS members to provide defusing and/or debriefing support.

The parties acknowledge and agree that participation in this program is voluntary and that said participation does not constitute work for the City for the purposes of this collective agreement.

Fire Fighter Exchange Program

Each employee coming within the 3888 Unit may apply to participate in the Fire Fighter Exchange Program (the "Program") in accordance with the Program as agreed upon by the Association and the Fire Chief. It is understood that the administration of the Fire Fighter Exchange Program is not the responsibility of Toronto Fire Services.

The Fire Chief shall have final approval of the application, such approval not to be unjustly withheld.

Payment of Certain Expenses After Retirement

Each employee who after retirement from such employment is in receipt of retirement benefits from the Toronto Fire Department Superannuation and Benefit Fund and who incurs medical and/or hospital expenses as a result of such injury, the City shall grant or pay such expenses only,

- (a) upon the report of the physician, from time to time, of Toronto Fire Services where the amount of such expenses does not exceed five hundred dollars (\$500.00) and such physician reports that the medical services and/or hospitalization were or was necessary as a result of the said injury;
- (b) upon receipt of a majority report from a Medical Board of Physicians that the medical services and/or hospitalization were or was necessary as a result of the said injury and that such Medical Board shall be composed of three (3) members as follows: The Medical Officer of Health for the City, a second member appointed by such retired employee who shall pay the fee of such second member and a third member appointed by the said Medical Officer of Health and the second member and whose fee shall be paid by the City.

Relieving Staff at An Emergency Scene

It is acknowledged that eating at a fire emergency scene poses significant health and safety concerns and every effort should be made to relieve crews and have them sent back to station for meals.

The officer in charge of each vehicle will be required to inform the incident commander or their platoon chief whenever the vehicle has been at an emergency for a period of four (4) hours. The incident commander will endeavour to have all crews relieved and sent back to station within five hours of their arrival at the emergency scene.

The administration of this Letter of Agreement will be reviewed periodically during the term of the agreement. If there is still a concern the parties will meet to discuss alternative means of providing meals.

APPENDED MEMORANDUMS OF AGREEMENT

It is understood and agreed by the Parties that the Memorandum of Agreement under this section of the Collective Agreement, does not form part of the Collective Agreement, and is for information purposes only. It is understood and agreed by the Parties that the following Memorandum of Agreement is enforceable under the Grievance and Arbitration provisions of this Collective Agreement.

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 implementation of a revised Operations Vacation Policy Book on a one (1) year trial basis;

WHEREAS during the last round of Collective Bargaining for the period January 1, 2019 to December 31, 2023, the parties entered into a Memorandum of Agreement, dated December 5, 2018, agreeing to form a Joint Vacation and Lieu Day Selection Review Steering Committee ("the Joint Committee") for the purpose of reviewing, revising and developing recommendations on all aspects of each Divisions' vacation & lieu day selection policies;

AND WHEREAS the Joint Committee, having met on several occasions, developed a number of suggested modification to the existing Vacation & Lieu Day Policy Book for the Operations Division; which the Joint Committee recommended be implemented on a one (1) year trial basis;

AND WHEREAS the Joint Committee submitted their recommendations, in writing, to the Deputy Fire Chief, Operations and to the Local 3888 Association President;

NOW THEREFORE the parties agree to the following:

1. The Vacation & Lieu Day Policy Book for the Operations Division, shall be revised as outlined in 3 below
2. The Vacation & Lieu Day Policy Book revisions, as contained in 3 below, shall be applied in the 2020 year, on a one (1) year trial basis. During the one (1) year trial period, the parties shall monitor the effects of the implemented changes, and will meet to discuss any issues that arise as a result of any one, or all of, the implemented changes made to the Vacation & Lieu Day Policy Book. Such meetings between the parties shall be initiated at the request of either party.

Prior to the end of the one (1) year trial period, and before the vacation/lieu day selection deadline for the 2021 year arrives, the Joint Committee shall reconvene to review, assess and discuss the successes and challenges of the revisions made to the Vacation & Lieu Day Policy Book, and to make recommendation as to whether or not such revisions, in whole or in part, should continue to be applied. The Joint Committee shall make such recommendations in writing to the Fire Chief and to the President of Local 3888 for consideration. Approval by the parties shall be subject to their respective approval process

3. Revised Vacation & Lieu Day Policy Book for the Operations Division

Vacation and Lieu Day Committee – Policy Book (Operations Division)

3 weeks' vacation:	6 credits
4 weeks' vacation:	8 credits
5 weeks' vacation:	10 credits
6 weeks' vacation:	12 credits
7 weeks' vacation:	14 credits

One Lieu Day (12 hour) - ½ (half) credit
One Vacation credit = 24 hour shift

For the purposes of Vacation/Lieu day selection, a calendar year will be divided into three segments: January – April, May – August and September- December. Each crew or group must select vacation/lieu such that the total vacation/lieu days selected by the crew or group are equally dispersed between the three segments.

Vacation must be taken in one week (Monday through Sunday) blocks.

1. **Attachment “A” will indicate the number of days each picking group shall leave unselected in each of the three segments. Days left unselected (within each segment) will be at the discretion of the picking group.**

If Temporary Assignments (probationary Fire Fighters) occur they will be assigned to vehicle vacancies on shift and command, if there are not enough vehicle vacancies, they will be assigned to Command Air Lights

Station Captains/District Chiefs must keep an original paper/digital copy of the vacation and lieu day selection and picking order on file in their stations.

"After all selections for Vacation and Lieu days have been made and approved, the Captain and or Acting Captain of each apparatus will enter them into Quatro accurately for each member of their crew, before Dec 31, 2019. Each week of vacation is to be entered separately. Each lieu day is to be entered separately. "

2. Transfers into a hall must be tracked as they occur to record where the new replacement Fire Fighter fits into the vacation rotation. This should be done in the station, respective DC's station and the PC's office.
3. When more than one Fire Fighter is transferred off an apparatus on the same day, for the personnel transferring in on the same day, the Captain replaces Captain, AC replaces AC and the most senior Fire Fighter replaces the most senior Fire Fighter, (by start date), etc.

When two Fire Fighters mutually agree to a transfer, they assume the vacation pick position of the person they replace.

4. Personnel returning from LTD with an assignment that appears on a Command Transfer Notice with an effective date of September 30th or earlier will select their vacation/lieu time with their assigned crew. N.B. If notified of assignment on or after October 1st personnel will select vacation/lieu time from OPEN time as shown by the Master Sheet of Available Vacation and Lieu Time.
5. When a recruit is replaced by another Fire Fighter on the truck prior to the recruits 1st selection of vacation, the person replacing the recruit assumes the rotation position of the person the recruit originally replaced.
6. New 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. A lieu day constitutes a **Half Credit (12-hours)**
8. A minimum of **two half credits (24-hour)** lieu day may be selected as a choice A maximum of the number of 24-hour shifts over a consecutive Monday to Sunday period may selected as one choice.
9. Vacation exchanges are limited to members of the crew or group present in the workplace. Application can be made for exemption to this rule to the Division Commander. For example, two members on the same truck want to exchange time. The person out of the workplace has February time and is returning in April. The other member has November time. The exchange of time benefits both members and doesn't require a vacation rescheduling. Exchanges can be made from employee to employee, however

if the exchange is made with open time (rescheduled vacation time), these exchanges must be made on a week-for-week basis and must have an equal number of shifts within. Lieu day exchanges may be made only with other members of the crew or group present in the workplace provided the numbers of shifts are equal. If no exchange can be made as above, then exchanges may be made on the same platoon within the command on the same basis.

10. Vacation and Lieu time must be selected by the end of November. After a crew has chosen time from their apparatus, any unselected time available on their apparatus will initially be available to the crew until submission deadline of November 30th. If changes are required, the number of days must remain the same within the segment. This will allow changes to originally selected time. Once the New Year commences all unselected time will be made available to Fire Fighters in their respective command as follows:

A Master Sheet of Available Vacation and Lieu time will be provided by Outlook email as an attachment to all truck Outlook accounts within command. Open time will be administered on a first come first serve basis (except for Christmas and New Years'). A draw will be held for this time by the Command PC. As new time becomes available, due to reselection, the PC will update the Master Sheet of Available Vacation and Lieu Time in the respective command and provide it via Outlook email as an attachment to all truck Outlook accounts in each command by the end of every month.

There are 132 crews or groups per platoon citywide. For the initial vacation/lieu day pick, no more than 132 firefighters can be off on scheduled time (Vacation/LDs) on any given day of the year with the exception of point #29.

Following the initial pick, the threshold of 132 may decrease due to, transfers, promotions, retirements etc. For the purpose of submitting a change of Vacation/LD request, no such request will be granted until the threshold drops to at least 124 (Command specific numbers below i-iv). Once the threshold drops to 124, it becomes the new threshold for that year.

The 124 threshold is Command specific, with the specific threshold as noted below:

- | | |
|------|-------------------|
| i) | East: 29 members |
| ii) | South: 36 members |
| iii) | North: 29 members |
| iv) | West: 30 members |

11. Personnel who are transferred and the transfer appears on a Command Transfer Notice with an effective date of September 30th or earlier will select their vacation/lieu time with their new crew assignment. N.B. Therefore, if notified of transfer on or after October 1st personnel will pick with their previous assignment.
12. Fire Fighters off on WSIB shall be allowed to re book their cancelled vacation or lieu time during a comparable time. July compares with August, June compares to September, etc. Comparable time will be offered so long as it can be done within the same calendar year. If return is the next calendar year, vacation will be rescheduled to a mutually agreed-to comparable time. This time is over and above allowable per shift.
13. Fire Fighters off on pregnancy/parental leave shall be allowed to re book their cancelled vacation or lieu time during a comparable time. July compares with August, June compares to September, etc. Comparable time will be offered so long as it can be done within the same calendar year. If return is the next calendar year, vacation will be rescheduled to a mutually agreed-to comparable time. This time is over and above allowable per shift.
14. Fire Fighters unable to take all or a part of his/her vacation or lieu days as scheduled due to illness or injury, shall reschedule his/her vacation and/or lieu days based on a mutual agreement between employer and employee. In the event there is no mutual agreement, the vacation or lieu day(s) shall be rescheduled at the discretion of the Chief or his/her designate. Rescheduling of time shall not be unreasonably denied or delayed.

Language and FCC update

Employee must use this process to reschedule Vacation/Lieu days

1. The employee will immediately notify Toronto Fire Services at the onset of the illness or injury (unless incapacitated due to the illness or injury)
 2. Persons requesting to reschedule vacation and/or lieu days due to sickness while under a doctor's care during that period must make their request, in writing, to their Division Commander, within two (2) weeks following their return to duty (including modified duty). A Return to Work Form (RTW) will suffice provided it meets the requirements outlined in FCC 07-182. Revised Return to Work form shall have a section for reinstatement of Vacation/Lieu days
 3. This section will also be used in cases related to a vacation and/or lieu day payout, where an employee is unable to return to work due to illness, injury, or death.
 4. The Parties agree that TFS will create a new section for Reinstatement of Vacation/Lieu Days to be added to the current RTW form. The new section shall be approved by both Parties before it becomes the accepted form method.
15. If an employee returns near the end of the year from sick time, the Platoon Chief has the discretion to assign vacation to open time within the daily maximum numbers allowed off in Command. If there is insufficient open time the excess vacation will be carried over to the next year.
 16. 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 by the Joint Vacation Review Committee.
 17. When firefighters go on LTD, retire, resign, are deceased, transferred off Platoon to a vacancy (not mutual) or are promoted off Platoon, their time becomes open time that can be traded for selected time with individual firefighters on a time for time basis, subject to the limits outlined in item #10.
 18. Employees transferred on the same platoon shall maintain their vacation and lieu day selections from their previous crew or group for that calendar year until next year's selections are made. For selection the following year, the employee will assume the position in the rotational order of the employee that he/she replaced.
 19. An employee transferred to another platoon shall be allowed vacation and lieu time comparable to his/her original selections. Scheduling will be at the discretion of the Platoon Chief and may exceed permissible time already selected by members of the crew.

For selection the following year, the employee will assume the selection position of the employee that he/she replaced.

Note- For clarification when shift changes occurs, the employee can change their vacation to the same week of, or the closest same shift vacation.

Individuals are restricted to 10 vacation week and/or lieu day changes in one calendar year. Any exchanges above that number must be approved by the Division Commander.

20. Every September a FCC will be distributed outlining Vacation entitlement as per the Collective Agreement Article 11 (iii)

21. Twelve (12) hour Float Day:

Members with an Employee Number ending in an even number are entitled to select a 24 hour Float Day, in an even number year. The last digit of the employee number ending in 0, 2,4,6,8 are considered even employee numbers.

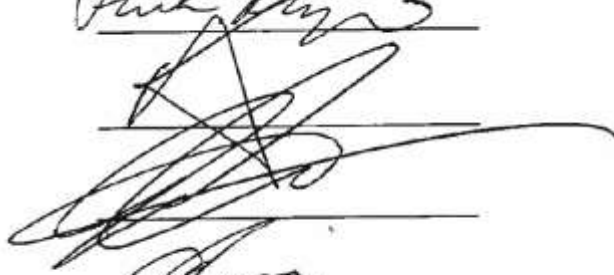
Members with an Employee Number ending in an odd number are entitled to select a 24 hour Float Day, in an odd number year. The last digit of the employee number ending in 1, 3,5,7,9 are considered odd employee numbers

The 24 hour Float Day will be selected from available time on the main calendar once all Lieu days are selected. The order of selection shall be based on the position in the rotation

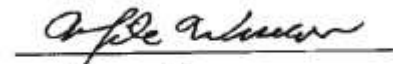
22. As of August 1st, in any year, an employee may request an advance of up to four (4) lieu days, and/or one week's vacation, from the following year, subject to time being available first on the crew or group or, in the Platoon/Division. Advance lieu days and/or vacation week requested prior to September 1st or exceeding four (4) lieu days or one vacation week may be granted subject to the approval of the Division Commander/Deputy Chief. *Such approval shall not be unreasonably denied or delayed.*
23. In extenuating circumstances, an employee may request the carryover of one week's vacation, subject to the approval of the Fire Chief. Any vacation carried over to the next year must be taken by the *end of the second week of February* of that year.
24. Christmas and New Years' draws are Command specific. Christmas Eve, Christmas day, Boxing day, New Years' Eve and New Years' day. Only one member per picking group shall be entitled to that draw day.
25. Draws are Command specific "Minimum level staffing" is defined as the point where allowing any additional person off (within a command) will result in a truck (or an additional truck) being taken out of service.
26. Time off will be granted through a draw. Personnel requesting time off through the draws will submit their names, in writing to the PC, identifying the time to be given up in exchange (this can include advance lieu days) for Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day. Requests have to be in by the last shift the 1st week of December. The time given up becomes Open. The draws will be conducted by Platoon Chief and available Association representative. Draws are to be held in the 2nd week of December.
27. Draws are personnel specific and cannot be traded. If declined the next person on the draw list gets the day.
28. The draws will be conducted where the staffing is projected to be in excess of "minimum level staffing" for the days identified. Personnel that are successful in the draw must report to duty prior to being granted the time off. Once all personnel have reported to duty and granting of draw time, will not result in a truck (or an additional truck) being taken out of service, personnel successful in the draw will be granted the time off.
29. Picking groups with excess Holidays / Lieu days will then have the opportunity to pick the excess vacation time in the second calendar (once first calendar is fully filled) for the entire year. Segments must be balanced.
30. The parties agree, as of September 29, 2020, that the trial outlined in this MOA shall be considered permanent.
31. It is agreed by the Parties that the provisions of the Operations Vacation Policy Book addressed in this MOA may only be changed or amended with mutual agreement between the parties.

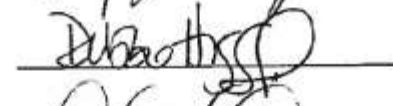
Dated at Toronto this 5th day of December, 2018.

For the Association:



John
McLaughlin
President

For the City:




City Clerk