

**MEMORANDUM OF AGREEMENT** made this 9<sup>th</sup> day of January, 2004,

**BETWEEN:**

**THE CITY OF TORONTO**  
hereinafter called "The City"

**OF THE FIRST PART,**

and

**THE TORONTO PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,  
LOCAL NO. 3888**  
hereinafter called "Local 3888",

**OF THE SECOND PART.**

**WHEREAS** the parties hereto were subject to six collective agreements at the time of amalgamation;

**AND, whereas,** Local 3888 was formed under Bill 136 and designated as the representative of the fire fighters of the City of Toronto;

**NOW therefore,** the parties hereto agree as follows:

1. The attached collective agreement fully and accurately represents terms of the collective agreement as negotiated by the parties.
2. The terms of the collective agreement constitute full settlement of all matters in dispute, save and except those for which grievances are currently outstanding and those for which the Teplitsky Board of Arbitration remains seized.
3. The Teplitsky Board of Arbitration remains seized only of Long Term Disability and the effective date for grandparenting post-65 retiree benefits for the predecessor municipalities of North York and Toronto.
4. The term of the collective agreement is January 1, 2002 to December 31, 2006.

Entered into this 9<sup>th</sup> day of January, 2004 on behalf of:

The Negotiating Committees of the City of Toronto and Local 3888:

For the City of Toronto

“Jayne Allan”

“Jim Shelton”

“Bill Adams”

For the Association, Local 3888

“Scott Marks”

“Frank Ramagnano”

“Ed Kennedy”

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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.

**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/ATTAINING SENIORITY**

- 4.01 An employee of the City coming within the Local 3888 bargaining unit shall serve a probationary period of nine (9) 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.
- 4.03 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).
- 4.04 Employees shall be eligible for all rights and benefits upon completion of the probationary period. Seniority shall be from the current date of hire.
- 4.05 Notwithstanding Clause 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, Request for Transfer; Clause 50.05, Earned Deferred Leave; and, Letter of Agreement, Fire Fighter Exchange Program.
- 4.06 **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 and/or seniority as they had accumulated outside of the Local 3888 bargaining unit during their latest period of continuous employment with the City. 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; and,
  - (iii) Entitlement to Recognition Pay.

With respect to those matters set out in paragraphs (i) through iii) above service and/or seniority will begin to accumulate from their first date of employment with a position that falls within the Local 3888 bargaining unit.

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*.

## **Article 5**

### **LOSS OF SENIORITY AND TERMINATION**

- 5.01 An employee shall lose his/her seniority, all of his/her accumulated service and his/her employment shall be terminated for any of the following reasons:
- (a) such employee voluntarily quitting employment with the City; and,
  - (b) discharge of such employee for just cause from employment with the City.

**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 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;
  - (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 Secretary Treasurer of Local 3888; and,
  - (d) the City shall notify Local 3888 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 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.
  - (f) 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**

- 7.01 The City and Local 3888 agree that there shall be no discrimination or harassment exercised or practised with respect to any employee of the City by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation,



age, marital status, family relationship, handicap or because of such employee being an officer or member at large of Local 3888.

7.02 In this article, the term “Handicap”, as provided in Clause 7.01 shall be as defined in the *Human Rights Code*, R.S.O., 1990 as amended.

7.03 Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.

**Article 8  
WAGES AND SALARIES**

8.01(a) 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, 2002, each employee of the City coming with the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$62,397.

Effective January 1, 2003, each employee of the City coming with the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$64,581.

Effective January 1, 2004, each employee of the City coming with the 3888 Unit holding the rank of First Class Fire Fighter shall be paid at the annual rate of \$66,852.

The basic rate for the years 2005 and 2006 shall be negotiated by the parties in accordance with Schedule B, attached hereto.

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 1 <sup>st</sup> Class	Year	Annual Salary	Hourly Rate
Recruit	6 mo.s @ 65% (Jan 1,2004, 9 mo.s)	200	\$40,5	\$18.
		2	57	57
		200	\$41,9	\$19.
		3	76	22
		200	\$43,4	\$19.
		4	62	90
		200	\$45,0	\$20.
		5	85	64
		200	\$46,4	\$21.

		6	83	28
4 <sup>th</sup> Class Fire Fighter	6 mo.s @ 75% (Jan 1,2004, 3 mo.s)	200 2 200 3 200 4 200 5 200 6	\$46,8 03 \$48,4 41 \$50,1 45 \$52,0 22 \$53,6 35	\$21. 43 \$22. 18 \$22. 96 \$23. 82 \$24. 56
3 <sup>rd</sup> Class Fire Fighter	1 Year @ 80 %	200 2 200 3 200 4 200 5 200 6	\$49,9 26 \$51,6 73 \$53,4 86 \$55,4 90 \$57,2 10	\$22. 86 \$23. 66 \$24. 49 \$25. 41 \$26. 20
2 <sup>nd</sup> Class Fire Fighter	1 year @ 90%	200 2 200 3 200 4 200 5 200 6	\$56,1 72 \$58,1 38 \$60,1 69 \$62,4 26 \$64,3 62	\$25. 72 \$26. 62 \$27. 55 \$28. 58 \$29. 47
1 <sup>st</sup> Class Fire Fighter	100%	200 2 200 3 200 4 200 5 200 6	\$62,3 97 \$64,5 81 \$66,8 52 \$69,3 62 \$71,5 13	\$28. 57 \$29. 57 \$30. 61 \$31. 76 \$32. 74
Captain	115%	200 2 200 3 200 4 200 5 200	\$71,7 66 \$74,2 78 \$76,8 77 \$79,7 66 \$82,2	\$32. 86 \$34. 01 \$35. 20 \$36. 52 \$37.

		6	40	66
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Senior Captain	Marine	125%	200	\$78,0	\$35.
			2	12	72
			200	\$80,7	\$36.
			3	42	97
			200	\$83,5	\$38.
			4	60	26
			200	\$86,7	\$39.
			5	03	70
			200	\$89,3	\$40.
			6	91	93
District Chief		130%	200	\$81,1	\$37.
			2	36	15
			200	\$83,9	\$38.
			3	75	45
			200	\$86,9	\$39.
			4	01	79
			200	\$90,1	\$41.
			5	71	29
			200	\$92,9	\$42.
			6	67	57

Position/Grid Increment/% of 1 <sup>st</sup> Class	Year	Annual Salary	Hourly Rate
Members of Local 3888 acting in the capacity of Platoon Chief shall be paid at 150% of 1 <sup>st</sup> Class	200	\$100,2	\$45.6
	4	89	2
	200	\$104,0	\$47.6
	5	43	4
	200	\$107,2	\$49.1
	6	70	2

**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 will be paid at 100% of said annual rate for a Fire Fighter 1<sup>st</sup> Class. The employee will be subject to the normal probationary period as provided for in the collective agreement.
- (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 2<sup>nd</sup> Class. The employee will be subject to the normal probationary period as provided for in the collective agreement and will remain at the 2<sup>nd</sup> class rate until their years of service within Local 3888 catches up to their rank.

Effective December 31, 2003, delete all references to the "Senior Fire fighter Rate", Article 8.01(a), Section (i) to (v), inclusive.

Senior Fire fighter Rate:

- (i) Effective January 1, 2002, each employee of the City coming within the 3888 Unit qualified to receive the Senior Fire Fighter rate shall be paid 102% of the First Class Fire Fighter Rate (\$63,655).

Effective January 1, 2003, each employee of the City coming within the 3888 Unit qualified to receive the Senior Fire Fighter rate shall be paid 102% of the First Class Fire Fighter Rate (\$65,883).

(ii) Qualification

Each employee of the City coming within the 3888 Unit shall receive the Senior Fire Fighter rate provided that she/he:

- (a) completes ten (10) years service with Toronto Fire Services, and;
- (b) receives and maintains a passing grade on the annual examination except as provided in (c) below.
- (c) Employees on a current qualifying list for a higher rank in the division they are assigned to shall receive the Senior Fire Fighter rate without being required to participate in the Senior Fire Fighter qualification examination during the currency of the above-mentioned list.

(iii) Examination

- (a) Annual examinations will be held in the spring and employees will be eligible to write the examinations if they will have completed ten (10) years of service in the calendar year following the year in which the examination is held.
- (b) The Senior Fire Fighter examination will be written on Department time, at the fire station/division.

(iv) Payment of Senior Fire Fighter Rate

For those employees who pass their initial annual qualifying examination, payment of such rate shall commence as follows:

- (a) If a passing grade is received prior to the tenth anniversary date, payment shall commence the beginning of the first full pay period following the tenth anniversary date.
- (b) If a passing grade is received after the tenth anniversary date, payment shall begin the pay period following receipt of the passing grade and shall be calculated retroactively to the beginning of the first full pay period following the tenth anniversary date.

(v) Continued Eligibility

Those employees who fail to achieve a passing grade on the initial or any subsequent annual qualifying examination shall:

- (a) be reclassified as a First Class Fire Fighter, if applicable, and receive the appropriate rate therefor;
- (b) be given further opportunity to qualify the next time the examination is held.

PROVIDED THAT upon achieving a passing grade on any subsequent qualifying examination, the employee shall have the Senior Fire Fighter rate reinstated commencing the first full pay period following receipt of the passing grade.

### Red-circling

8.01(b) Effective January 1, 2004, 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 employees' salary will be red-circled, if applicable, to the maximum of the current 1<sup>st</sup> 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 Emergency Medical Services to the position of Call Taker/Dispatcher Fire Fighter within Communications Division; and
- A City employee transferring from a Plans Examiner position within Urban Development Services 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 1<sup>st</sup> rank where the assigned salary is above their red-circled rate of pay.

## **Article 9 HOURS OF WORK**

### **Fire Prevention and Public Education Division**

9.01 Four Day Work Week: Employees shall alternate between the following shifts - Monday to Thursday and Tuesday to Friday. Shifts commence at 7:30 am.

Five Day Work Week: Monday to Friday. Shifts commence at 8:00 am.

### **Staff Services Division**

9.02 Five Day Work Week: Monday to Friday. Shifts commence at 8:00 am.

### **Mechanical/Maintenance Division**

9.03 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.

### **Professional Development and Training Division**

9.04 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.

### **Information and Communications Systems**

9.05 Five Day Work Week: Monday to Friday. Shifts commence at 8:00 am.

9.06 In this Article, an employee's regularly scheduled work week shall not exceed forty-two (42) hours.

9.07 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.

### **Communications Division**

9.08 Employees shall work ten (10) hour day shifts and fourteen (14) hour night shifts based on the following schedules:

- Tour 1.                    2 day shifts, 2 night shifts, 2 days off.
- Tour 2.                    2 day shifts, 2 night shifts, 6 days off.

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

Shifts shall commence at 7:30 and 17:30 hours respectively. Notwithstanding the above, it will be the practice to relieve on a person per person basis one hour before the start of the shift, or earlier with the approval of the Officer.

### **Operations Division**

9.09 Hours of work shall consist of ten (10) hour day shifts and fourteen (14) hour night shifts and shall be in accordance with a schedule of rotating shifts based on a two platoon system as set forth in Schedule "A". 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 7:30 and 17:30 hours respectively. 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.



**Article 10  
OVERTIME**

- 10.01 When an employee is required to work one quarter hour or more 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 at the appropriate overtime rate for each hour of overtime worked.
- b) Said time off in lieu of overtime payment must be taken within twelve (12) calendar months from the date such overtime was worked at a time convenient to the Division and the employee. If the twelve month period is exceeded the said lieu time will be paid out at the appropriate rate or may be carried over if mutually agreed to by the Chief or his designate and the employee.
- 10.03 a) If after an emergency response, personal clean-up is required and the provisions of this article apply, up to a maximum of fifteen (15) minutes may be granted at time and one half.
- b) 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.

**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 scheduled 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 he/she so requests and the Fire Chief or his designate consents, be granted one (1) week's vacation prior to the completion of his/her first year of service. The one (1) week's vacation, if taken, 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) 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 (employees who have received an extra week at 25 years under a predecessor collective agreement or 30

years under the Local 3888 collective agreement are not entitled to receive another under this provision until 35 years of service).

It is understood that the one extra week in the twenty-fifth year will be implemented based on the following schedule:

- 2004 - employees with 29 and 30 years of service [start date commencing 1975 or 1974]
- 2005 - employees with 28 and 29 years of service [start date commencing 1977 or 1976]
- 2006 - employees with 27 and 28 years of service [start date commencing 1979 or 1978]
- 2007 - employees with 26 and 27 years of service [start date commencing 1981 or 1980]
- 2008 - employees with 25 and 26 years of service [start date commencing 1983 or 1982]
- 2009 - employees with 25 years of service [start date commencing 1984]

11.02 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 his/her estate an amount equivalent to the salary or wages that would normally have been paid to him/her on account of vacation.
- (iii) is being retired, such employee shall in addition to any vacation to which he/she is entitled under clause 11.01 be entitled to a proportion of the vacation for the year in which he/she is being retired, for which he/she would be eligible if he/she was not retired, based on his/her length of service between the 1st of the year in which he/she is being retired, and his/her 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 Crews and Designated Groups shall be as set out in Attachment A. For the purpose of this provision, the terms “crew” and “group” shall be interchangeable. Selections shall be made by the Platoon Chief, or his/her designate, for a vacancy on any “crew” or “group”. 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 his/her designate.
- 12.05 One lieu day shall provide leave for one shift.
- 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. No member of the group shall be permitted to select vacation or lieu time during the restricted periods set out in Attachment A.

**B. VACATION SELECTION**

- 12.07 All vacations for the next calendar year must be selected after November 1<sup>st</sup> and submitted to the appropriate Platoon Chief by November 30<sup>th</sup>. All vacations must be selected and submitted before lieu day selection begins. An employee failing to submit vacation selections shall make his/her selection(s) from the open time remaining in the crew’s vacation 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:

<b>VACATION</b>	<b>LIEU DAYS</b>
1 <sup>st</sup> this year to 5 <sup>th</sup> next year	5 <sup>th</sup> this year to 1 <sup>st</sup> next year
2 <sup>nd</sup> this year to 1 <sup>st</sup> next year	4 <sup>th</sup> this year to 5 <sup>th</sup> next year
3 <sup>rd</sup> this year to 2 <sup>nd</sup> next year	3 <sup>rd</sup> this year to 4 <sup>th</sup> next year
4 <sup>th</sup> this year to 3 <sup>rd</sup> next year	2 <sup>nd</sup> this year to 3 <sup>rd</sup> next year
5 <sup>th</sup> this year to 4 <sup>th</sup> next year	1 <sup>st</sup> this year to 2 <sup>nd</sup> 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.

12.10.1 Vacation weeks may be selected at the discretion of the employee provided:

- multiple weeks taken as one selection shall be consecutive
- 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 December 31.

12.14 A minimum of one lieu day may be selected as a choice. A maximum of one tour of duty may be selected as one choice. For the purpose of this clause only, the combined tours of duty Friday, Saturday and Sunday day shifts with Monday, Tuesday and Wednesday night shifts shall be considered one tour.

12.15 If lieu time entitlements of the employees selecting exceed available time within the calendar year, shifts will be selected from open periods on other apparatus within their command until all entitlements are accommodated. If there is no way of scheduling lieu time entitlements together from open periods, time will be made available from restricted periods subject to 12.14.

12.16 Exchange of Vacation or Lieu Day Periods

(a) Vacation exchanges may be made only with other members of the crew or group present in the workplace. These exchanges must be made on a week-for-week basis. Lieu day exchanges may be made only with other members of the crew or group present in the workplace provided the number 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.

(b) When time off becomes available on the platoon within the command, including vacancies, an employee may make a request of the Platoon Chief to exchange his/her scheduled vacation and/or lieu days with the time that has become available. Such time is available first to the crew or group affected and then to other crews or groups within the Platoon. Approval of said request shall be made no later than the tour of duty prior to the time requested. Approval is at the discretion of the Platoon Chief.

- (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 outlined in 12.08.

#### 12.17 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 he/she 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.

#### 12.18 Transfer To Another Platoon

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.

#### 12.19 Advance Lieu Days

As of September 1<sup>st</sup> in any year, an employee may request an advance of up to four (4) lieu days from the following year, subject to time being available first on the crew or group or, in the Platoon. Advance lieu days requested prior to September 1<sup>st</sup>, or exceeding four (4) days may be granted subject to the approval of the Division Commander.

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

#### 12.21 Payment of Lieu Days Upon Resignation or Retirement:

- (a) For employees who work shifts of 10 and 14 hours, these days shall be paid out at the rate of 12 hours per shift.
- (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.

**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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

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 For all employees in the Operations and Communications Divisions, 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.

13.03 Each employee coming within the 3888 Unit who has completed one (1) year of continuous service shall be granted during each calendar year, one day off with pay, to be termed a floating holiday.

**Article 14**  
**SICK PAY**

14.01 In this Article "month" shall be a calendar month.

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 one and one-half (1 ½) days for each month of "unbroken" service with the City. When an employee commences his/her 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) suspension, without pay, of more than four (4) working days (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 he/she may earn.
- 14.06 If an employee resigns his/her position with the City or is discharged for cause and is subsequently re-employed by the City he/she 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 him/her at the time of each absence, except where an award is made under *The Workplace Safety and Insurance Benefits Act 1997*.
- 14.08 The number of days for which an employee received "sick pay" shall be deducted from his/her 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 one-half (1/2) day.
- 14.09 (a) Each employee who is absent due to non-work related illness or injury shall contact the City to advise that he or she has such an illness or injury and the estimated date of return. Once the employee has been absent for more than three shifts, he or she shall, upon request of the employer, have a qualified medical practitioner complete the City's medical form and he/she shall deliver it to the employer as soon as possible.
- (b) Any employee required to submit a Return to Work form based on 14.09(a) may be required to re-submit a Return to Work form every twenty-eight (28) days, as required.
- (c) 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 during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her 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, he/she shall not receive credits for the period of such absence pursuant to article 14.04, but shall retain his/her cumulative credits, if any, existing at the time of such leave or layoff.

#### 14.12 Vacation and Lieu

- (a) When an employee has exhausted his/her 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 him/her.
- (b) If the employee is unable to take all or a substantial part of his/her vacation or lieu days as scheduled because of illness or injury for which he/she is under a doctor's care, his or her 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 his/her designate.
- (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 his/her 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.

#### **Sick Pay Gratuity**

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

14.15 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;
- (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 one-half (1/2) the cumulative sick pay credits 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.

<u>Column 1</u> <u>Service Requirement</u>	<u>Column 2</u> <u>Period</u>
At least 10 yrs. & less than 15 yrs	Three (3) calendar months
At least 15 yrs. & less than 20 yrs	Four (4) calendar months
At least 20 yrs. & less than 25 yrs	Five (5) calendar months
At least 25 years	Six (6) calendar months
(c) To receive the gratuities provided for in Column 2 the following number of sick days would be required:	
Three (3) calendar months	65 days
Four (4) calendar months	87 days
Five (5) calendar months	108 days
Six (6) calendar months	130 days

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:

- (a) 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.
- (b) 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;

- (a) the sick pay credit grant be paid as a lump sum amount on termination or retirement, or
- (b) 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 his/her 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.

## **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 twenty-five dollars (\$25.00) for each medical certificate so required.

## **Article 16 BENEFITS**

### **Benefits      Active Employees**

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

#### **Eligibility for Benefits**

- 16.01 (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.
- 16.01 (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.

#### **Extended Health Care Plan**

16.02 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) 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 lifetime of \$ 300.00 per person 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) Effective December 31, 2006, private duty nursing at home when medically necessary, to a maximum of \$60,000.00 per person per three (3) benefit years
- (d) The following services will be included payable from the first visit to an aggregate annual maximum of \$500.00: licensed chiropractor, podiatrist, speech therapist or masseur.

Effective January 1, 2006, payable from the first visit, services of a licensed chiropractor, podiatrist, chiropodist, acupuncturist, speech therapist or masseur to a maximum of \$250.00 per person per benefit year, per speciality

- (e) Effective January 1, 2004, services of a licensed psychologist, to a maximum of \$500.00 per person per benefit year. The provider shall include a person holding a degree of Master of Social Work (MSW) as long as the MSW's charges are tax deductible.

Effective January 1, 2006, services of a licensed psychologist, to a maximum of \$750.00 per person per benefit year. The provider shall include a person holding a degree of Master of Social Work (MSW) as long as the MSW's charges are tax deductible.

- (f) Unlimited services of a licensed physiotherapist with the proviso 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) Effective January 1, 2004, up to \$300.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery

Effective January 1, 2006, up to \$325.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery

- (h) Effective January 1, 2004, hearing aids, including repairs and batteries, to a maximum of sixteen hundred dollars (\$1,600.00) 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 orthopedic shoes are deemed not to be medically appropriate by the employees treating physician, customizing of orthopedic 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).

- (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.

#### **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.

### **Dental Benefits**

16.03 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

Sixty percent ( 60 %) – to a maximum of \$2,000.00 per person per benefit year:

Effective January 1, 2004, eighty percent (80%) – to a maximum of \$2,000.00 per person per benefit year:

- Major restorative procedures, such as inlays, onlays, gold fillings, 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 \$3,000.00 per person

Effective January 1, 2004, fifty percent (50%) orthodontic procedures to a lifetime maximum of \$4,000.00 per person

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

### **Group Life Insurance**

16.04(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 an "Accidental Death Benefit" in an amount equal to two (2) times the employee's annual salary taken to the nearest one thousand dollars, subject to a \$100,000.00 minimum. This will apply only to non-occupational related accidental death.

(c) The group life insurance referred to in sub-clause (a) above shall be supplemented by an additional four (4) 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

Effective January 1, 2004, 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.

16.05(b) Optional Group Life Insurance – Dependent Children

Effective January 1, 2004, 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.

16.06 Place-holder for long term disability which the parties understand is a stand-alone issue requiring further submissions to the Board or Arbitration.

16.07 Benefits Pre-65 Retirees

Effective January 1, 2006, the pre-65 retiree benefit plan attached as Appendix "B" to the collective agreement shall be harmonized to the benefit plan as set out in clauses 16.01, 16.02, 16.03, 16.04, 16.08 and 16.09 herein. Once harmonized, all active employees regardless of their previous election into their predecessor pre-65 retiree benefit plans will be covered under the plan provided in Appendix "B". On a one-time basis only, and at the time of benefit plan harmonization, employees who retired on or after January 1, 2002 will be given the option of moving from their predecessor municipality plan to the plan described herein."

Note: The predecessor plans are incorporated by reference as part of the Collective Agreement.

#### 16.08 Benefits for Widow(er)s and/or Dependants – Line of Duty Death

Should a full-time fire fighter die in the line of duty, his/her widow(er) 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 widow(er) remarries, whichever first occurs.

#### 16.09 Benefits for Widow(er)s and/or Dependants – (Non-LOD Death)

Should a fire fighter die outside of the line of duty, his/her widow(er) 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 and 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.

## **Article 17**

### **Benefits - Post 65 Retirees**

17.01 All persons who were previously employed in Etobicoke or Scarborough 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 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.

## **Article 18**

### **PROMOTIONS**

#### **18.01 Operations Promotional Process**

Definitions

#### **Promotional List:**

A list of the successful applicants placed in accordance with the process below.

#### **Service:**

Service for this Article means continuous employment with Toronto Fire Services and/or the Fire Departments of the predecessor Municipalities, but shall be reduced by any periods an employee is absent on Long Term Disability or unpaid leave, or is on lay-off or for any other periods which are not approved or expressly included like employment on special projects, special assignments and secondments during the last two years prior to a promotion competition.

#### **Frequency**

Separate competitions for the ranks of Captain and District Chief will occur every three (3) years commencing with the schedule below. If a Promotional List is likely to be exhausted prior to the next scheduled competition, the Chief may initiate an early promotion competition pursuant to the provisions set out below.

#### **Scheduling**

The initial competition for the rank of Captain is proposed to occur in the fall of the year 2001. The initial competition for the rank of District Chief is proposed to occur in the fall of 2003.

## **Notification**

The call to participate in the promotional process shall be posted in the stations eight (8) months prior to the written examination date where practicable. An applicant must personally submit the application to compete at least six (6) months prior to the written examination date at which time he or she shall receive support materials as necessary and the required terms of reference, citing study materials. The Oral and Practical exams will be scheduled after the written exam is completed.

Applicants will be advised of examination procedures and the date of the written exam within four (4) months of the written exam. The Oral and Practical components of the competition 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 be required to arrange for a substitute for the day of the exam. The substitute shall be paid his/her regular rate for the shift by the City, or shall receive an alternate day off. The alternate day off shall be selected first from open time on the apparatus and then from open time within the District or command.

## **Acting**

### Captains

All apparatus having an Officer 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 Captain assigned, if available. 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 actor who is at work and available within the District with the longest service. If no one from the list is available in the District, selection shall be made from within the Command/Platoon.

### District Chiefs

Captains qualified to act in the capacity of District Chief will be assigned to a specific District Chief, to a maximum of sixty-four (64) across Toronto Fire Services, according to their standing on the Promotional List. Only when an acting role cannot be filled by the Captains 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.

## **Requalification**

An employee on the Promotional List who is not promoted to a permanent position or, who is not assigned a "regular acting role" as defined under "Acting", before the expiration of the list shall be required to re-qualify for placement on the Promotional List.

An employee assigned to perform “other acting roles” as defined under “Acting” and not assigned as above, shall be required to re-qualify for placement on the Promotional List.

Those employees who are not required to compete again shall be placed by seniority at the top of the next promotional list.

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

### **Eligibility for Captain**

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

- (a) a minimum of ten (10) years of service with the Toronto Fire Services as of December 31<sup>st</sup> on the year of the competition, and five (5) years of service within the Operations Division, with at least the last two (2) years being service within the Operations Division; and
- (b) successful completion of, or enrolment in, the Ontario Fire College Company Officer Diploma Program, 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).

### **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 and achieve 75% overall.

To qualify for placement on the Promotional List, applicants must achieve 70% in each of the Oral and Practical components. 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.

- (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 his/her absence shall not delay any examination or component.

### **Placement on the Promotional List**

Placement on the promotional list shall be determined by length of service as of the date of qualification, 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.

### **Promotion to Captain**

Promotion to the next permanent vacancy of Captain in Operations 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.

### **Probationary Period**

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

### **Eligibility for District Chief**

Effective January 1, 2004, 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 Operations Division; and
- (b) the successful completion of, or enrolment in, the Ontario Fire College Chief Officer Diploma Program, or equivalent, and relevant supplementary courses as may be designated by the 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).

### **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 and achieve 75% overall.

To qualify for placement on the Promotional List, applicants must achieve 70% in each of the Oral and Practical components. 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.

- (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 his/her absence shall not delay any examination or component.

### **Placement on the Promotional List**

Placement on the promotional list shall be determined by length of service as of the date of qualification, 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.

### **Promotion to District Chief**

Promotion to the next permanent vacancy of District Chief in Operations 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.

### **Probationary Period**

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

## **18.02 Promotional System for Support Divisions**

The Promotional System for Support Divisions applies to the following: Fire Prevention and Public Education, Communications, Mechanical/Maintenance, Professional Development and Training.

**Promotional List:** a list of the successful applicants placed in accordance with the process below.

**Service:** Service for this Article means continuous employment with Toronto Fire Services and/or the Fire Departments of the predecessor Municipalities, but shall be reduced by any periods an employee is absent on Long Term Disability or unpaid leave, or is on lay-off or

for any other periods which are not approved or expressly included like employment on special projects, special assignments and secondments during the last two years prior to a promotion competition.

## **Frequency**

Separate competitions for the rank of Officer and Chief Officer 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.

## **Scheduling**

The initial competition for the rank of Officer is proposed to occur in the spring of the year 2002. The initial competition for the rank of Chief Officer is proposed to occur in the spring of 2003.

## **Notification**

The call to participate in the promotional process shall be posted in the work locations four (4) to eight (8) months prior to the written examination date where practicable. An applicant must personally submit the application to compete at least three (3) months prior to the written examination date at which time he or she shall receive support materials as necessary and the required terms of reference, citing study materials. The Oral and Practical exams, if required, will be scheduled after the written exam is completed.

Applicants will be advised of examination procedures and the date of the written exam within two (2) months of the written exam. The Oral and Practical components of the competition, if required, will be completed within one hundred and twenty (120) calendar days after the written examination is completed.

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

## **Acting**

### Officers and Chief Officers

Where operations require, acting roles will be filled by using Promotional Lists to identify the actor who is at work and who is available within the Division with the longest service. Where the employer chooses not to assign an actor, none of the duties of the absent officer will be assigned to a lower rank. However, this is not intended to circumscribe the usual and ordinary duties of the lower rank.

## **Requalification**

An employee on the Promotional List who is not promoted to a permanent position or, who is not assigned a "regular acting role" as defined under "Acting", before the expiration of the

list shall be required to re-qualify for placement on the Promotional List. An employee assigned to perform "other acting roles" as defined under "Acting" and not assigned as above, shall be required to re-qualify for placement on the Promotional List.

Those employees who are not required to compete again shall be placed by seniority at the top of the next promotional list.

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

**Eligibility for Officer  
(Fire Prevention/Public Education, Communications, Mechanical/Maintenance)**

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

- (a) a minimum of five (5) years of service with the Toronto Fire Services as of December 31<sup>st</sup> on the year of the competition, with at least the last two (2) years being service 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).

**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 his/her absence shall not delay any examination or component.

### **Placement on the Promotional List**

Placement on the promotional list shall be determined by length of service as of the date of qualification, 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.

### **Promotion to Officer**

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

### **Probationary Period**

All employees promoted to permanent rank of Officer shall be on probation for the equivalent of three working months during which their performance shall be evaluated. If an employee's performance is unsatisfactory he/she shall be demoted to the position he/she held prior to the promotion. To be reconsidered for promotion the employee would have to compete and be successful in future competitions.

### **Eligibility for Chief Officer**

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

- (a) a minimum three (3) years of service as a permanent Officer 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).

### **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 his/her absence shall not delay any examination or component.

### **Placement on the Promotional List**

Placement on the promotional list shall be determined by length of service as of the date of qualification, 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.

### **Promotion to Chief Officer**

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

### **Probationary Period**

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

## **Promotions for the Professional Development and Training and Staff Services Divisions**

All of the above terms apply to promotions in the Training and Professional Development, and Administration/Emergency Planning Divisions, except "Eligibility".

Eligibility to participate in the promotional process in the Training and Professional Development and Administration/Emergency Planning Divisions shall be in accordance with the following criteria:

- a) For Officer: at least five (5) years as a First Class Fire Fighter
- b) Chief Officer a minimum three (3) years of service as a permanent Officer within the Division;
- c) Promotions from outside the Division will not occur unless there are no qualified candidates within the Division.

### **18.03 Maintaining of Rank or Placement on Acting Lists for Persons Transferring from One Division to Another**

Persons 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. The transfer language of the collective agreement sets out the rules for transfer, this document sets out the rules for maintaining rank or placement on promotional lists.

**\*\*\*In all situations persons transferring from a division to a former division may be required to take necessary recertification and familiarization for that division\*\*\***

#### **General Conditions for Rank or Permanent Action 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).

#### **Placement on List for Acting Position**

Persons 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 s/he has 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.

### **Acting Personnel**

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

### **Transferring**

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

Any employees who have transferred since amalgamation, prior to this policy taking effect, and would have met the criteria of this policy at the time of transfer, will have 90 days from ratification of this policy (March 23, 2006) to transfer back to former positions and maintain their acquired acting or rank from their former division.

#### **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 Subject to 19.01, an employee holding the necessary certificates in First Aid, C.P.R., Driver Training, or such other qualifications as designated by the Chief (i.e. Air Brake Endorsement), and is assigned to instruct members of the Local 3888 Unit, shall be paid by the City the salary rate equal to that of a Training Officer during the period that such employee instructs.

19.03 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 his/her duties with the Fire Services of the City, 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 as he/she would have normally been acting in the higher rank until he/she returns to duty.

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

- 20.01 (a) If there is a staff reduction by the City within the 3888 bargaining unit, employees shall be laid off by Division, in reverse order of seniority provided that the remaining employees have the skill, ability and qualifications to perform the work required.
- (b) The employee to be laid off from the Division shall have preference for any suitable vacant position available at that time for which he or she is qualified. The City will provide the employee who selects a vacant position with the opportunity to obtain training as may be required to complement existing skills provided the training shall not exceed six (6) months.
- (c) If the employee does not take any suitable vacant position, he or she may be laid off immediately or identify the lowest ranked position in another Division for which he or she is immediately qualified, or for which he/she qualifies with a thirty (30) day familiarization, and in which there is an employee with less seniority. He or she may bump from that identified position the most junior employee. This employee shall be laid off from the City.
- (d) When an employee to be laid off under clause (c) is above the rank of First Class Fire Fighter, the employee may identify the junior person in another Division holding the same rank for which he or she is immediately qualified, or for which he/she qualifies with a thirty (30) day familiarization period.
- (e) If the employee originally laid off from the Division is to be reduced in salary as a result of selecting a suitable vacant position or bumping into a job in another Division, his or her salary earned immediately prior to the layoff shall be maintained for up to twenty-four (24) 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 First Class Fire Fighter or better prior to lay-off, shall not, as a result of this provision, be reduced in rank below First Class Fire Fighter.
- (g) Notwithstanding the promotion provisions of this Collective Agreement, an employee demoted as a result of staff reductions shall be the first to be re-promoted to his/her previous position when a vacancy occurs in that specific Division.

- (h) Provided that no more than two years have elapsed from the date of lay-off, such employees shall be recalled to work in order of seniority provided they are qualified for the vacancy. The City will provide the employee with the opportunity to obtain familiarization as may be required to complement existing skills provided the familiarization does not exceed thirty (30) days.

**Article 21**  
**BEREAVEMENT LEAVE**

- 21.01 (a) Each employee coming within the 3888 Unit who is absent from work solely due to the death and funeral of the mother, father, son, daughter, sister, brother, spouse, including same sex spouse or common law spouse, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister of such employee, will be compensated for time so lost by him/her from his/her regular schedule by reason of such absence, at his/her 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-day (7) 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 mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or grandchild of such employee, will be compensated for time so lost by him/her from his/her regular schedule by reason of such absence, at his/her regular rate of pay up to a maximum of three (3) 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 three (3) bereavement days 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. 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, the day(s) the employee would have been scheduled to work had he/she not been on vacation leave will be substituted with bereavement leave in accordance with the provisions of this clause.

- (f) When vacation is interrupted under (e) the day(s) of vacation displaced by Bereavement Leave shall be rescheduled at a time mutually convenient to the employee and the Chief, or his/her designate.
- (g) An employee may be granted a leave of absence with pay, at the discretion of the Fire Chief (or his/her designate), where such leave is requested solely due to the death of persons other than those specified above, or in other extenuating circumstances.

## **Article 22**

### **WITNESS SERVICE**

22.01 That 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:

- (a) shall be granted leave of absence for such purpose provided that upon completion of witness service such employee shall present to the Chief of Fire Services of the City a satisfactory certificate showing the period of such service.
- (b) shall be paid his/her full salary or wage for the period he/she was granted leave of absence on account of such witness service provided that he/she 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 he/she 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, he/she shall be paid at the acting rate of pay.
- (d) Provided further that in the event he/she is released from witness service and there are three (3) hours or more remaining in his/her shift, he/she shall contact his/her Platoon Chief who will determine whether the employee must report for duty during that shift.

22.02 That each employee of the City coming within the 3888 Unit who is required to attend court as a witness on a matter relating to his/her 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, he/she shall be paid at the acting rate of pay;
- (b) shall be compensated in accordance with Article 10, "Overtime", when required to attend during off duty hours.

**Article 23**  
**PREGNANCY/PARENTAL LEAVE**

23.01 That effective January 1, 2002, 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 his 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 his 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.

23.01(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 she is 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 her regular rate and the sum of her 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 her 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(i) Payment of Salary and Certain Expenses  
RE: Occupational Illness or Accident

- (a) That 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 his/her 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) That 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 his/her duties with the Fire Department of the City.
- (c) That 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 his/her 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) That 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 his/her employment by the City under such circumstances as entitle him/her to an action against some person other than the City, elects to bring his/her 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 or of judgement in such action.
- (e) That 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(ii) Subrogation of Rights

- (a) That 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) That 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 his/her employment by the City under such circumstances as entitle him/her to an action against some person other than the City, such employee may elect to have the City subrogated to his/her rights against such person or may elect to bring his/her own action against such person.
- (c) That if such employee elects to have the City subrogated to his/her 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 he/she may become entitled in respect of the accident that gave rise to the injury.
- (d) That if such employee elects to have the City subrogated to his/her 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) That if such employee elects to bring his/her 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) That such employee shall give notice in writing of his/her election to the City within three months after the happening of the accident.

## **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 him/her.
- 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**

26.01 Effective January 1, 2004, each employee coming within Local 3888, regardless of their date of hire, shall retire upon the last date of the month in which he or she attains the age of sixty-five (65).

**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 (summer or winter) consisting of one (1) tunic and two (2) pairs of pants
- one (1) uniform hat
- two (2) blue dress shirts (one long sleeve and one short sleeve)
- one (1) white dress shirt
- two (2) utility shirts (one long sleeve and one short sleeve)
- two (2) pair of utility pants
- four (4) T-shirts
- one (1) pair of safety shoes
- one (1) parka
- one (1) black tie
- one (1) black belt
- one (1) cap badge
- three (3) pairs of black socks
- one (1) turnout gear bag

Fire Prevention Division shall be issued:

- One (1) uniform hat
- One (1) uniform hat badge
- One (1) full dress uniform consisting of one (1) tunic and three (3) pair of pants
- One (1) parka
- Eight (8) blue dress shirts (Choice of long or short sleeve)
- One (1) white dress shirt
- One (1) spring fall jacket
- One (1) military style sweater
- Two (2) t- shirts
- One (1) belt
- Two (2) ties
- One (1) pair dress shoes
- One (1) pair safety shoes
- Six (6) pair of black socks

Communications Division shall be issued:

- One (1) uniform hat

- One (1) uniform hat badge
- One (1) full dress uniform consisting of one (1) tunic and two (2) pair of pants
- One (1) parka
- Eight (8) blue dress shirts (Choice of long or short sleeve)
- One (1) white dress shirt
- One (1) utility shirt short sleeve
- One (1) utility shirt long sleeve
- One (1) utility pants
- One (1) spring fall jacket
- One (1) military style sweater
- Two (2) T-shirts
- One (1) belt
- One (1) tie
- One (1) pair dress shoes
- Six (6) pair of black socks

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

- One (1) uniform hat
- One (1) uniform hat badge
- One (1) full dress uniform consisting of one (1) tunic and one (1) pair of pants
- One (1) parka
- Two (2) blue dress shirts (Choice of long or short sleeve)
- One (1) white dress shirt
- Two (2) utility shirts short sleeve
- Two (2) utility shirts long sleeve
- Four (4) utility pants
- One (1) spring fall jacket
- Four (4) T-shirts
- One (1) belt
- Two (2) ties
- One (1) pair dress shoes
- One (1) pair safety shoes
- Six (6) pair of black socks

#### 27.02 Maintenance of Uniform Issue

Commencing January 1 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.

Employees will be allowed to carry over unused points for a period of three (3) years. Points will be used based on the oldest first.

Additional orders for clothing may be made where the clothing has been damaged while carrying out duties. At the discretion of the Fire Chief or his/her designate, such clothing will be replaced without Allotment points being deducted, otherwise such replacement clothing shall be charged against the employee's current, or where necessary, future Point Allotment.

**27.03 Annual Uniform Point Allotment**

District Chiefs	Senior Officers	160 Points
Senior Fire Boat Captain		160 Points
Fire Prevention	All Positions	160 Points
Training	All Positions	160 Points
Planning & Research	All Positions	160 Points
Fire Fighting	All Positions	125 Points
Communications	All Positions	125 Points
Mechanics	All Positions	125 Points
Technical Services	All Positions	125 Points
Fire Boat	All Positions	125 Points

**27.04 Uniform Point System**

ITEM	ANNUAL MAX.	POINTS
Sun Protection Hat	1	11
Dress Hat	1	7
Dress Uniform (Summer Tunic & Pants)	1	55
Dress Uniform (Winter Tunic & Pants)	1	55
Dress Pants (Summer)	2	16
Dress Pants (Winter)	2	16
Dress Skirt (Summer)	2	14
Dress Skirt (Winter)	2	14
Parka (Winter)	1	28
Blue Dress Shirt (L/S)	5	5
Blue Dress Shirt (S/S)	5	5
White Dress Shirt (L/S)	5	5
White Dress Shirt (S/S)	5	5
Utility Shirt (L/S)	5	5
Utility Shirt (S/S)	5	5

Utility Pants	5	10
Utility Shorts	2	10
Utility Jacket (Spring/Fall)	1	41
Military Sweater	1	11
Tee Shirts (short sleeve)	5	4
Tee Shirts (long sleeve)	2	4
Sweat shirt (collar and ½ zip)	1	13
Sweat shirt (crew neck)	1	8
Black Tie	2	3
Cap badge	As Required	7
Black belt	1	5
Black Dress Shoes	1	25
Black Safety Shoes	1	18
Top Coat	1	35
Black Socks	2 pkgs. of 3 pairs each	4/pkg

**Note:** For the purpose of safety shoes only, the value of a point will be \$6.39 in 2004 Dollars.

#### 27.05 Maintenance and ordering of Uniform items

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 employee will be required to 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 Staff Services within forty-five (45) days of the availability of such forms. The return date shall be indicated on the order form. Clothing will be ordered only once in a calendar year. All clothing issues for the current year will be supplied by September 1<sup>st</sup> of that year.

#### 27.06 Wearing of Uniforms

Each employee shall, while on duty, wear only the clothing as listed in the Uniform Point System referred to in sub-clause 27.04, or other clothing when necessary as authorized by the District Chief.

To maintain an acceptable level of neatness, an employee may be requested to obtain new items of clothing. Any items of clothing required will have the appropriate points deducted from the employees point allotment.

When reporting for duty, and leaving work, the employee must be in full dress uniform, or utility shirt and long pants (i.e. no TFS issued shorts, T-shirts or sweatshirts are to be worn), or civilian clothing and there shall be no combination of the three.

#### 27.07 Turnout gear bags

All new employees in operations division will be issued a bag to be solely used for the transportation of turnout gear for relieving. All existing employees in operations who have not been issued a turnout gear bag will be issued a bag over a two year period beginning no later than July 2004 and ending March 31, 2006. Beginning in 2007 replacement bags will be included for order in the point system.

**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 his/her 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 his designate shall confer forthwith with the Grievance Committee, and the employee involved, if required, and shall render his/her decision, in writing, within seven (7) working days from the date of the meeting.



### Step Three

In the event that the Fire Chief or his designate does not provide redress satisfactory to the Grievance Committee, the Grievance Committee may within seven (7) working days after the receipt of the aforesaid written decision of the Fire Chief, or his designate, forward to the Director of Employee and Labour Relations, or his/her designate, a copy of the grievance together with the decision of the Fire Chief, or his/her designate and upon receipt of such copies the Director of Employee and Labour Relations or his/her designate, shall forthwith confer with the Grievance Committee and shall advise the Grievance Committee in writing within ten (10) working days of the said meeting.

### Group Grievances

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

### Policy Grievances

28.05 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.

### Suspension or Discharge Grievances

28.06 In cases of suspension or discharge 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 or ceases to be employed by the City, as the case may be.

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.

### Step Four – Arbitration Procedure

28.07 In the event the Director of Employee and Labour Relations or his/her 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) In the event the grievance is submitted to arbitration it shall be submitted to a sole arbitrator selected from the following panel:

Reva Devins  
Brian Keller

Louisa Davie  
Mort Mitchnick  
Pam Picher  
Ken Swan

- (b) In the order in which they appear on the list, the parties shall select the first arbitrator on the list who is able to commence the hearing on the grievance within thirty (30) days of the referral. In the event no arbitrator can commence hearings within thirty (30) days, the parties shall select the arbitrator with the earliest available date.
  - (c) In subsequent selections the parties shall commence their selection process from the first name on the list after the arbitrator last selected and the above procedure shall apply.
  - (d) Notwithstanding paragraph (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 his/her 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.
  - (e) 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.
- 28.08 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.
- 28.09 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.
- 28.10 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.

- 28.11 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.
- 28.12 Time limits for all steps of the entire grievance and arbitration procedure are mandatory unless extended in writing by mutual consent.
- 28.13 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.

#### MANAGEMENT GRIEVANCES

- 28.14 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 and Labour Relations or his/her 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).

#### **Article 29**

##### **DISCIPLINARY DISCUSSIONS**

- 29.01 Whenever the Chief of the Fire Services of the City, or his designate, calls a member of Local 3888 to a meeting involving disciplinary action, or potential disciplinary action, the Chief or his designate shall advise the member that he/she is 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.
- 29.03 Copies of any correspondence to the member arising from any such meeting shall be forwarded to the Association.

#### **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. If the employee requests the removal of a disciplinary notation(s) after such two (2) year period the disciplinary notation shall be given to the employee and stricken from the record.

**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 his/her 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 his/her capacity as a fire fighter of the City, if the person is not found guilty or the charges are withdrawn; and
- b. in respect of any proceeding, except grievance arbitration, in which the employee's execution of his or her 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 That where a member of the Local 3888 Unit is required to use his/her 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, effective January 1, 2004, an allowance of forty-six cents (46¢) per kilometer actually traveled in the course of transacting the business of the City.

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.

#### **Article 34**

#### **BENEFITS WHILE ON LAY-OFF OR LEAVE OF ABSENCE**

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, without pay, in excess of two (2) or more calendar weeks. Upon expiration of the leave of absence, or upon recall, the employee shall have reinstated his/her cumulative seniority and benefits, if any existing at the time of such leave of absence 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 Executive Director of Human Resources 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 his/her position.

##### 35.02 Leave for Association Business

The Toronto Fire Services shall provide \$15,000.00 annually to Local 3888 for the purpose of supplementing the cost of fire fighters who substitute for members who are absent on Association business.

Effective January 1, 2004, the Toronto Fire Services shall provide \$30,000.00 annually to Local 3888 for the purpose of supplementing the cost of fire fighters who substitute for members who are absent on Association business.

Effective January 1, 2006, the Toronto Fire Services shall provide \$35,000.00 annually to Local 3888 for the purpose of supplementing the cost of fire fighters who substitute for members who are absent on Association business.

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 Human Resources.

#### 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 his/her 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.

### **Article 36 SAFETY (JHSC INPUT)**

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 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 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 captain role, with prior knowledge that they will be assigned to act, must substitute with a captain or an employee in a regular acting captain role as their replacement.

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

- 37.03 Duty exchanges must be agreed to in writing on the form provided and repaid within one hundred and eighty (180) calendar days.
- 37.04 Replacements are prohibited from working in excess of 24 hours.
- 37.05 Members shall be limited to a maximum of thirty (30) duty exchanges in any calendar year. Included within the thirty (30) duty exchange maximum, there is a further restriction to a maximum of fifteen (15) duty exchanges involving the 4 day tour.
- 37.06 Duty exchange forms must be completed and approved by the employee's immediate superior officer 48 hours prior to the duty exchange. In cases of emergency the employee's immediate superior can waive the 48 hour requirement.
- 37.07 Both parties to a duty exchange arrangement share the responsibility when the person agreeing to work the exchange day(s) subsequently becomes unable for any reason to fulfil his/her obligation to report for duty. The person 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 a member 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, he/she is to contact the Platoon Chief on Duty. A sick day will be taken from the member'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.
- 37.08 Partial Shift Duty exchanges are permitted. Should the employee be unable to return in the time requested, it would then be the responsibility of the substitute to complete the shift.
- 37.09 In extenuating circumstances, an employee may contact the Platoon Chief and make a request that is not covered in the above. Said request will not be unreasonably denied.

**Article 38**  
**COPIES OF THE BENEFIT PLANS**

- 38.01 The City shall provide the Association with a copy of the signed benefit plan(s) once the City is in receipt of the same.

**Article 39**  
**MECHANICS' TOOLS**

- 39.01 The following provisions shall apply to employees in the position of "Mechanic" in the Fire Services performing maintenance and repairs on Fire Services apparatus/equipment:
- (a) Subject to paragraph (b) the City shall provide to Mechanics the appropriate tools, as determined by the City, to perform the day-to-day operations and functions of their job.
  - (b) Where a Mechanic currently provides his/her personal tools the Mechanic will continue to do so until such time as the City supplies said Mechanics with the

tools of their job as in (a) above. The City shall replace personal tools which are stolen or broken.

#### **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 his/her 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 his/her 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 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.

43.02 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.

43.03 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 his/her 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 parties shall share on a 50/50 basis the cost of printing and distributing the collective agreements to the appropriate bargaining unit and management staff. The printing of the collective agreement shall be done "in-house" using the City's printing facilities.

44.02 The Agreement shall be prepared and presented to the Union within one (1) month 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**

#### **REQUEST FOR TRANSFERS**

45.01 An employee wishing to transfer shall submit his/her request, in writing, to their Division Commander/Division Chief or his/her designate. Each request will remain active for a minimum of one year from the date of the initial request and shall expire December 31<sup>st</sup> following such one year period. A request for transfer under this Article may be granted at the discretion of the Division Commander/Division Chief or his/her designate where operational requirements permit. In accordance with, but not limited to, operational requirements each apparatus, or section/location within the support divisions, will have a defined number of positions within the following experience categories:

- 0 – 5 years
- 6 – 10 years
- Greater than 10 years
- Acting Captain Position (if applicable)

Normally each category should have one person assigned to each experience category.

When transfers are being considered, each Command will designate five (5) positions for employees with 0 – 5 years experience and/or placement of recruits. These designations will be up-dated on each Transfer Sheet.

In situations where there are no applicants that meet the vacant experience category, the senior most applicant's transfer will be approved, with the exception of the five (5) designated positions identified above.

It is understood, under normal conditions, that employees will not be transferred off an apparatus or out of a support section/location for the sole reason that their years of service take them out of an experience category.

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

If open time periods are available for vacation and/or lieu scheduling on the Fire Fighters' new shift, the Fire Fighter may apply for said time, and approval is subject to operational requirements.

For mutually agreed upon transfers, in the event one of the parties retires, resigns or is promoted 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 Commander/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.

- 45.02 (b) Transfers within Command will be processed as required and the request must have been submitted fourteen (14) days prior to the Monday of the week of the effective date of the transfer.

- 45.02 (c) Cross-Command Transfers:

- Where a Fire Fighter is promoted to a vacant position outside of his/her Command and a vacancy subsequently arises in his/her previous Command, he/she shall be given first consideration for fulfilling that vacancy.
- Cross-Command transfers will be reviewed on a quarterly basis and prior to the placement of Recruits;
- Cross-Command transfers are not apparatus specific;
- Cross-Command transfers will be approved based on maintaining a balanced number of staff across each Command. When an imbalance of staff prevents an employee from being transferred, they will be provided with confirmation that the transfer will occur once the staffing balance has been corrected.

- 45.02 (d) In 45.02(b) or 45.02(c), when two or more applicants for a transfer meet the criteria (i.e. experience category or eligibility to return to the former command), first consideration will be given to the senior qualified applicant.

- 45.02(e) Requests for transfer will not be unreasonably withheld.

**Article 46**  
**LATERAL TRANSFERS**

46.01 Each employee coming within the 3888 Unit, who wishes to transfer from a support division to a position in operations shall comply with the following procedure:

- (a) Employees who have been hired after January 1, 2002, with the exception of those employees who have submitted a written request to transfer prior to December 3, 2003, must attain the rank of 1<sup>st</sup> Class Fire Fighter before the transfer request will be considered.
- (b) A written request shall be submitted to the Fire Chief, or his/her designate, identifying the employee's current position and Division and confirming his/her interest in reassignment to a position in the Operations Division.
- (c) Where the Fire Chief reasonably determines that a transfer can be made without impairment to the Divisions concerned the employee shall:
  - (i) participate in the written exam for a fire fighter's position and obtain the assigned passing grade;
  - (ii) complete the application and successfully meet the assessment criteria;
  - (iii) participate in an interview, which may include probing questions about the nature and quality of the qualifications of the employee, to determine suitability for the transfer;
  - (iv) provide a certificate, indicating successful completion of a complete fitness and CPAT evaluation for firefighter candidates, from an agency mutually agreed on by the Fire Chief and the Association;
  - (v) 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,
  - (vi) For employees hired after January 1, 1998, provide proof of a valid Ontario Class 'D' driver's license with 'Z' air brake endorsement, and a Province of Ontario driver's abstract, showing not more than five (5) demerit points and no unpaid fines.
  - (vii) Successful employees will then be assigned to the next scheduled Recruit class and must successfully complete the fire fighter recruit training program.

46.02 An employee who:

- (a) was hired as an Operations/Suppression fire fighter;
- (b) successfully completed the recruit training program; and,
- (c) was subsequently reassigned to a support division

shall be given preference over other candidates and only be required to comply with 46.01(b), c(v), and 46.03, and successfully complete a fire fighter recruit training course.

- 46.03 An employee successful in the above procedure shall be assigned to the position of fire fighter, assigned to a fire station, and shall complete an assessment period of three (3) months.

#### Transfer to or Within Support Divisions

- 46.04 When the Chief determines that a vacancy is to be filled, excluding officers' ranks, the vacancy shall be posted.
- 46.05 Lateral transfers are permitted between support divisions provided that members meet all necessary qualifications required for the position and that they comply with 46.01(b) and 46.01(c)(iii). An employee may be required to comply with 46.01(c)(v)
- 46.06 An employee successful in the above procedure shall be assigned to the position and shall complete an assessment period of three months. The three month assessment period shall commence following the completion of the assigned training course, but shall not extend beyond nine (9) months from the date the employee is assigned to the position.
- 46.07 An employee unsuccessful in any of the above components, or who fails to successfully complete his/her assessment period, shall continue in his/her previous position.
- 46.08 In the event there are more applicants than positions, final selection for the transfer shall be the senior applicant possessing the required qualifications.

### **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**

##### Voluntary Leave

50.01 The Fire Chief may grant leave of absence without pay or benefits to an employee if he/she 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.

##### Education Leave

50.02 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, he/she 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.

### Participation in Elections

50.03 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, he/she 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.

### Special Leave of Absence

50.04 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 his/her 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 he/she 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.

### Earned Deferred Leave

50.05 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.

#### Emergency Leave

50.06 Where an employee requests to be relieved from duty for a personal emergency situation such leave may be granted by the Chief or his 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.

#### **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 1<sup>st</sup> day of January 2002 and shall remain in force until the 31<sup>st</sup> day of December 2006. 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.

Notwithstanding the above, there will be a wage re-opener for 2005 and 2006 as outlined in Article 8 – see Schedule "B".

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.

#### **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:

	<u>Jan 1/04</u>	<u>Jan 1/05</u>	<u>Oct 1/05</u>	<u>Jan 1/06</u>
Effective when 8 years of service is attained and until 17 years of service is attained	3%	3%	3%	3%
Effective when 17 years of service is attained and until 23 years of service is attained	4%	5%	6%	6%
Effective when 23 years of service is attained and thereafter	5%	7%	9%	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, provided that:

The Fire fighter maintains their certification in CPR, Defibrillation and First Aid, as well as their DZ license, as applicable for the employee's rank. Where the TFS currently provides the opportunity for these certifications they will continue to provide such opportunities. Payment of recognition pay will not be withheld should opportunities not be made available.

<b>Service/Recognition Pay Table Based on 1<sup>st</sup> Class fire Fighter Salary</b>					
				Annually	Hourly
Service/Recognition Pay 8 Years Completed	Effective Jan 1/04	2004	3%	\$2,006	\$0.92
	Effective Oct 1/05	2005	3%	\$2,081	\$0.95
	Effective Jan 1/06	2006	3%	\$2,145	\$0.98
<b>Service/Recognition Pay Table Based on 1<sup>st</sup> Class Fire Fighter Salary</b>					
				Annually	Hourly
Service/Recognition Pay 17 Years Completed	Effective Jan 1/04	2004	4%	\$2,674	\$1.23
	Effective Jan 1/05	2005	5% based on 04 rate	\$3,343	\$1.53



		2005 5% based on 05 rate	\$3,46 8	\$1.5 9
	Effective Oct 1/05	2005 6% based on 04 rate	\$4,01 1	\$1.8 4
		2005 6% based on 05 rate	\$4,16 2	\$1.9 1
	Effective Jan1/06	2006 6% based on 06 rate	\$4,29 1	\$1.9 6
Service/Recogniti on Pay 23 Years Completed	Effective Jan 1/04	2004 5%	\$3,34 3	\$1.5 3
	Effective Jan 1/05	2005 7% based on 04 rate	\$4,68 0	\$2.1 4
		2005 7% based on 05 rate	\$4,85 5	\$2.2 2
	Effective Oct 1/05	2005 9% based on 04 rate	\$6,01 7	\$2.7 6
		2005 9% based on 05 rate	\$6,24 3	\$2.8 6
		2006 9% based on 06 rate	\$6,43 6	\$2.9 5

**Recognition Pay table Total Combined Salary for Ranks Based on a 1st Class Fire Fighter Salary**

Rank/Service Years	Jan 1 04		Jan 1 05		Oct 1 05		Jan 1 06					
<b>1st F.F.</b>	%		%		%		%					
8-16 Yrs	3	\$68,860	\$31.53	3	\$71,443	\$32.71	3	\$71,443	\$32.71	3	\$73,658	\$33.73
17-22 Yrs	4	\$69,528	\$31.84	5	\$72,830	\$33.35	6	\$73,524	\$33.66	6	\$75,804	\$34.71
23-Ret. Yrs	5	\$70,197	\$32.14	7	\$74,217	\$33.98	9	\$75,605	\$34.62	9	\$77,949	\$35.69
<b>Captain</b>												
8-16 Yrs	3	\$78,888	\$36.12	3	\$81,847	\$37.48	3	\$81,847	\$37.48	3	\$84,385	\$38.64
17-22 Yrs	4	\$79,556	\$36.43	5	\$83,234	\$38.11	6	\$83,928	\$38.43	6	\$86,531	\$39.62
23-Ret. Yrs	5	\$80,225	\$36.73	7	\$84,621	\$38.75	9	\$86,009	\$39.38	9	\$88,676	\$40.60
<b>Sr. Fire Boat Captain</b>												
8-16 Yrs	3	\$85,574	\$39.18	3	\$88,784	\$40.65	3	\$88,784	\$40.65	3	\$91,536	\$41.91
17-22 Yrs	4	\$86,242	\$39.49	5	\$90,171	\$41.29	6	\$90,865	\$41.60	6	\$93,682	\$42.89
23-Ret. Yrs	5	\$86,911	\$39.79	7	\$91,558	\$41.92	9	\$92,946	\$42.56	9	\$95,827	\$43.88
<b>District Chief</b>												
8-16 Yrs	3	\$88,916	\$40.71	3	\$92,252	\$42.24	3	\$92,252	\$42.24	3	\$95,112	\$43.55
17-22 Yrs	4	\$89,584	\$41.02	5	\$93,639	\$42.88	6	\$94,333	\$43.19	6	\$97,258	\$44.53
23-Ret. Yrs	5	\$90,253	\$41.32	7	\$95,026	\$43.51	9	\$96,414	\$44.15	9	\$99,403	\$45.51

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

**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:

- Effective January 1, 2004 - two hundred and sixty-five dollars (\$265.00);
- Effective January 1, 2005 - two hundred and seventy-five dollars (\$275.00); and
- Effective January 1, 2006 - three hundred dollars (\$300.00)

Said payment shall be made on the first pay received by members of 3888 in December of each year. 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 he/she 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.

**Attachment A  
Toronto Fire Services  
Vacation/Lieu Day Restricted Periods**

Period							North Command
20 01	20 02	20 03	200 4	20 05	20 06	20 07	
A	D	B	F	A	B	C	P111,PL114,A125,A133,A142
B	E	C	A	B	C	D	R115,P143,P145,A131,P125
C	F	D	B	C	D	E	R112,P121,P131,A135,P142,Haz145
D	A	E	C	D	E	F	P113,P132,P135,S143
E	B	F	D	E	F	A	A113,R122,P141,P146,(4FITs+Comm.10 (1))
F	C	A	E	F	A	B	P114,A/L114,P123,R133,R134,4DC's

Period							East Command
20 01	20 02	20 03	200 4	20 05	20 06	20 07	
A	D	B	F	A	B	C	P211,P222,P232,R243, A226,P212
B	E	C	A	B	C	D	P213,A222,A244,P233, P234
C	F	D	B	C	D	E	A213,P223,P244,4 FITS,4DC's
D	A	E	C	D	E	F	R214,R231,P245,P224, P227
E	B	F	D	E	F	A	P215,A231,R241,AL23 1 (3) P225,R224
F	C	A	E	F	A	B	A215,S232,P242,P226, R235

Period							South Command
20 01	20 02	20 03	200 4	20 05	20 06	20 07	
A	D	B	F	A	B	C	P311,P314,A325,T331, HR332,P334
B	E	C	A	B	C	D	A311,P315,P325,HAZ3 32,P335,P344,P343
C	F	D	B	C	D	E	P312,A315,P323,R325, P332,P345, (4 FIT's + Comm30(1))
D	A	E	C	D	E	F	A312,R326,T333,A345, P341,P322
E	B	F	D	E	F	A	P313,A324,P331,P333, A341,T322, P321
F	C	Z	E	F	A	B	P324,S331,P342,4 DCS, (FB CAPT.+AL333 (3),S313

Period							West Command
20 01	20 02	20 03	200 4	20 05	20 06	20 07	
A	D	B	F	A	B	C	<b>P415,R434,P443,R411, A423,A426</b>
B	E	C	A	B	C	D	R435,A411,A421,R423, P426
C	F	D	B	C	D	E	R412,P431,S445,P424, A433
D	A	E	C	D	E	F	R413,P432,R441,P445, R444,4 DCS
E	B	F	D	E	F	A	<b>P413,PL432,A441,P42 2,R425,R421</b>

F	C	A	E	F	A	B	PL415,P433,P442,R42 6,A/L421, 4FITS
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**Special Notes:**

1. Apparatus with 6 fire fighters assigned will pick vacation with no restricted periods and Platoon Chiefs will pick for vacancies.
2. On an apparatus having 6 fire fighters, assigned to it that has more than 26 weeks of vacation entitlement the crew members still having vacation to pick shall have the ability to pick again on their own truck from the second week of January to the end of February or from the beginning of November to the middle of December.
3. Station Captains must keep a copy of the vacation and lieu day selection and picking order on file in the station.
4. 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.
5. 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.
6. Currently the vacation and lieu day policy is laid out in FCC 04-165. It is agreed that management and Local 3888 will meet yearly to review vacation and lieu day policy and any changes will be made by mutual agreement.



**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

<b>Section A: Please Print ( to be completed by worker )</b>		
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 <input type="checkbox"/> Work Related Injury <input type="checkbox"/> Off Duty Injury <input type="checkbox"/> Illness <input type="checkbox"/> Pregnancy	
<b>Section B: To be completed by treating physician and returned to the worker</b>		
Estimated recovery time: <input type="checkbox"/> Immediately    or,    Specific Date (dd/mm/yy): _____		
What period can recovery of usual functional abilities be anticipated? <input type="checkbox"/> 1-3 days <input type="checkbox"/> 4-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15-28 days <input type="checkbox"/> 1-2 months <input type="checkbox"/> 2-3 months <input type="checkbox"/> over 3 months		
Ability to Return to Work (check only one) <input type="checkbox"/> Able to Return to Work Immediately Without Restrictions <input type="checkbox"/> Able to Return to Modified Duties (accommodating treatment schedules if necessary) <input type="checkbox"/> Unable to Participate in any Work, Including Modified Duties for _____ Days or _____ Weeks		
<b>Section C: If Modified Duties Are Required, Please Check any Specific Medical Restrictions Necessary</b>		
<p>Right                      Left</p> <p>A Systemic or Non-Physical B Head (incl. Vision, Hearing or Speech) C Neck D Upper Back, Chest, Upper Abdomen E Lower Back F Lower Abdomen G Shoulder &amp; Upper Arm H Elbow &amp; Lower Arm I Wrist &amp; Hand J Hip &amp; Upper Leg K Knee &amp; Lower Leg L Ankle &amp; Foot</p>	LIFTING (floor to knuckle) <input type="checkbox"/> No loads > 20 kg <input type="checkbox"/> No loads > 10 kg <input type="checkbox"/> Occasional Lifting Only	
	LIFTING (knuckle to floor) <input type="checkbox"/> No loads > 20 kg <input type="checkbox"/> No loads > 10 kg <input type="checkbox"/> Occasional Lifting Only	
	LIFTING (above Chest) <input type="checkbox"/> No loads > 20 kg <input type="checkbox"/> No loads > 10 kg <input type="checkbox"/> Occasional Lifting Only	
	CARRYING <input type="checkbox"/> No loads > 20 kg <input type="checkbox"/> No loads > 10 kg <input type="checkbox"/> Occasional Carrying Only	
	PUSHING/PULLING <input type="checkbox"/> No Heavy pushing/pulling <input type="checkbox"/> Occasional pushing/pulling <input type="checkbox"/> Avoid pushing/pulling	
	HAND FUNCTION <input type="checkbox"/> Avoid repetitive hand motion <input type="checkbox"/> No strong Gripping <input type="checkbox"/> Avoid gripping	
	REACHING <input type="checkbox"/> No prolonged overhead reaching <input type="checkbox"/> No overhead reaching <input type="checkbox"/> Avoid any reaching	
	SITTING <input type="checkbox"/> No prolonged Sitting	
	STANDING <input type="checkbox"/> No prolonged standing <input type="checkbox"/> Avoid Standing	
	WALKING <input type="checkbox"/> No Prolonged walking <input type="checkbox"/> Avoid uneven ground <input type="checkbox"/> Avoid walking	
	CLIMBING (stairs/ladders) <input type="checkbox"/> Occasional climbing only <input type="checkbox"/> No ladder climbing	
	BENDING <input type="checkbox"/> No prolonged bending <input type="checkbox"/> Occasional bending only <input type="checkbox"/> Avoid bending	
	CROUCHING/ KNEELING <input type="checkbox"/> No prolonged crouching/kneeling <input type="checkbox"/> Occasional crouching/kneeling <input type="checkbox"/> Avoid crouching/kneeling	
	Comments/Specific 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:		
Address:	Postal Code:	
Telephone #:	Examination Date:	
Signature:	Date:	
	Next Examination Date:	

Attachment #3 - AFS 02-103

**Appendix B  
Pre-65 Retiree Benefits**

**Extended Health Care/Dental/Group Life**

**Note:** Effective January 1, 2006 these benefits will be amended as per Clause 16.07 of this collective agreement.

Eligibility for Benefits

- 1) Clauses 1, 2 and 3 shall apply to the eligible dependants of an eligible retiree (as defined in 16.06). Such dependants are defined as follows:

- An employee's spouse including common-law (as defined by law) and same sex partner;
- 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
  - up to and including twenty-one (21) 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.

Extended Health Care Plan (Deductible \$10 – Single/\$20 – Family)

- 2) 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.H.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) All drugs to a maximum of \$2,000.00 per year and for 80% of the cost thereafter, which are prescribed by a medical doctor or dentist as medically necessary and dispensed by a licensed pharmacist, which:
  - Require a prescription, have a Drug Identification Number
  - Other non-prescription but life sustaining drugs if they have a Drug Identification Number
  - 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.

- (c) Private duty nursing at home when medically necessary to a maximum of 700

hours lifetime.

- (d) Services of a licensed physiotherapist to an annual maximum of \$250.00 per year with the proviso that, although retirees shall use the OHIP entitlement first, they may use their physiotherapy extended health benefit to top up from the first visit.
- (e) Up to \$200.00 per person in any twenty-four (24) consecutive months for contact lenses, eyeglasses or laser treatments prescribed by an ophthalmologist or licensed optometrist.
- (f) Hearing aids, including repairs and batteries, to a maximum of \$300.00 per person per benefit year.
- (g) Out-of-province/country emergency treatment for retirees to OHIP level only. Retirees hired under the North York, Etobicoke and East York collective agreements shall have their benefits in this respect grandfathered.
- (h) 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).

- (i) 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.

### Dental Benefits

- 3) The City will provide for all retirees (as defined in 16.06) and dependents (as defined in 1, above) by contract with an insurer selected by the City a Dental Plan which will provide dental benefits. The City shall pay sixty per cent (60%) of the premiums.

Notwithstanding the above, for retirees of the predecessor Cities of Toronto, Etobicoke, and York hired under the predecessor agreement, the City shall pay one hundred (100%) of the premiums.



- 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

Fifty percent (50 %) – to a maximum of \$1,000.00 per person per benefit year:

- Major restorative procedures, such as inlays, onlays, gold fillings, 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, relining and rebasing replacement of dentures which are five (5) or more years old.

#### Eligible Expenses

(Expenses for the eligible items listed above shall be in accordance with the ODA fee guide for general practitioners, whether performed by a general practitioner or specialist, with a one year lag, other expenses to the extent of reasonable and customary charges; benefit year – January 1 – December 31)

#### Group Life Insurance

- 4) The City will make available Group Life Insurance for all retirees by contract with an insurer licensed under the *Insurance Act*. The amount shall be up to \$50,000.00 in \$10,000.00 increments. The retiree shall pay one hundred per cent (100%) of the premiums.
- 5) 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.

#### Letter of Intent – 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.

Letter of Intent – Change in Benefit Carrier

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

## **Appendix C**

### **Modified Work Program Policy**

1. The Corporation is committed to facilitating early and safe return of employees to productive employment. Modified work is mandatory not only in the sense that the Corporation 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 his/her job as a result of injury or illness may be given modified duties within his/her own job for a limited period of time, or placed in an alternate job to accommodate his/her restrictions.

2. The Modified Work Program Policy will be made available in the workplace.
- 3(a) 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)?”

- 3(b) If the employee is not coming back to regular duties within the next tour or the next week, he/she shall submit a current and properly completed TFS Return to Work form as soon as practicable within the first 15 days of absence.
- 4 Confirmation of the modified work assignment will be provided to the employee in writing outlining the restrictions that modify the work.
5. 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(b) 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.

6. 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.
7. 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.

8. 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.
9. 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.
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.
11. The assignment of an employee to modified duties does not create a vacancy within the bargaining unit.
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 he or she 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.

Note: the parties understand and agree that the policy "presently in force" will incorporate decisions awarded by the Teplitsky Board of Arbitration.

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 his or her 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 his 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.
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.

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 his/her vacation will be used as previously scheduled or put in abeyance until he/she returns to full duties.

For employees on modified duties more than three (3) months:

After more than three months modified duties the Corporation has discretion to have the employee utilize the vacation scheduled but not taken during that three-month period. The employee is required to reschedule his/her 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.

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 his or her regular job, 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.

17. Where there is conflicting medical information, or 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, who will make the final determination with respect to permanent partial disability. Costs of the report from the independent physician shall be borne by the City if the City determines it requires an independent medical examination.

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.

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.

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 Human Resources, Occupational Health & Safety, Workers Compensation or other representatives as required or deemed appropriate.

## Appendix D Toronto Fire Services Policy - Standby and Call-back Pay

Statement \_\_\_\_\_ of \_\_\_\_\_ Intent

The Toronto Fire Services recognizes that some employees 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.

### Application

This policy applies to employees within Local 3888.

### Definitions

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

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

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

Conditions

Employees may be required to be on standby status:

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

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

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

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

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

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

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

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

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

Salary & Benefits

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

*Standby*

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

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

*Call-back*

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

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

Implementation

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

The Fire Chief or his designates are responsible for scheduling employees who volunteer for standby status on an annual basis. Such scheduling may be changed upon mutual agreement between the employees. Replacements must be able to perform the requirements of the job. Exchanges must be agreed to in writing on the form provided. Exchange forms must be completed and approved by the Fire Chief or his designate 48 hours prior to the exchange. In cases of emergency the Fire Chief or his designate can waive the 48 hour requirement. In extenuating circumstances, an employee may contact



the Fire Chief or his designate and make a request that is not covered in the above. Said request will not be unreasonably denied.

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

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

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

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

Letter of Understanding Re: Contact of Employees during Off Duty Time

Toronto Fire Services will meet with Local 3888 within 30 days to discuss the issue of employees being contacted by Toronto Fire Services during an employees' off duty hours. If no agreement is reached the parties agree to forward the issue to Collective Bargaining in the year 2007.

Letter of Understanding Re: Employees Required to be on Standby

Toronto Fire Services recognizes that no member of Local 3888 is required to be on standby at this time, except where provided for in legislation. In the future if any position may require mandatory standby the parties shall refer the issue through Collective Bargaining.

Letter of Understanding Re: Remuneration for Attendance at a Court or Inquest on Fire Services Business

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 hour for every eight hours or less, on a straight time basis that will be calculated on a 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.

Letter of Understanding Re: 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.

## **Appendix E**

### **Grievance Backlog Project**

1. The parties shall select three (3) arbitrators to resolve the backlog. If the parties cannot agree, the Chief Arbitrator will make the selection. The qualifications to participate in this process are availability and willingness to resolve at least 10 grievances, if necessary, per day.
2. 33 1/3% of the backlog shall be assigned to each arbitrator and days for hearing will be set by agreement, or failing agreement, by the Chief Arbitrator.
3. Ten (10) cases will be set for each day. Therefore, 30 days will be necessary, ten (10) for each arbitrator.
4. By agreement of the parties, any grievance may be removed from the backlog. Absent agreement, the Chief Arbitrator may, on request of either party, on notice, remove any case from the backlog.
5. Backlog cases shall be presented as follows:
  - (i) The parties shall exchange written briefs at least three (3) days prior to the hearing and provide the arbitrator with copies.
  - (ii) Oral evidence on disputed facts may be presented in the discretion of the arbitrator.
  - (iii) Each decision shall be accompanied by brief reasons. The decisions shall have no precedential value.
  - (iv) The decisions shall be final and binding and not subject to any appeals or judicial reviews.

## **Letters of Intent:**

### **Assignment of Training**

Toronto Fire Services will make every effort not to re-assign employees who are scheduled to act. Once the list of swing/relief captains has been exhausted, the parties agree to meet to discuss methods of “evening out” acting time among employees who’s acting time may be affected by re-assignment. If a method is established, it will be implemented on a go-forward basis.

### **Communications Division – Hours of Work/Shift Schedule**

Within ninety (90) days of the implementation of this collective agreement, the parties agree to form a joint committee to review shift schedules and hours of work, identified below, for the Communications Division. The committee will be comprised of seven (7) members: two (2) members representing Management; two (2) members representing the Association; and three (3) current employees from the Communications Division, mutually agreed upon.

The purpose of the committee will be to review and evaluate the different shift schedules from other Communications Centres and develop a recommendation on the preferred shift schedule, to be considered by the Fire Chief. To this end, the following shift schedules will be reviewed by the committee:

1. The current TFS Operations (i.e. the 10/14 shift as of October 15, 2003), Fire fighter shift schedule;
2. The Former North York Communications shift schedule;
3. The Indianapolis Fire Department, Communications shift schedule, as attached; and
4. The current (i.e. as of October 15, 2003), TFS Communications shift schedule.

Each of the above schedules will be reviewed based on a 10/14 and 12/12 hours of work.

The parties understand and recognize that over the next 12 months there will be some major initiatives implemented, including the CAD to CAD interface and the Mobile Data Terminal, which will significantly change the workload and processes within the Communications Centre, and that the impacts of these changes must be considered in developing the recommendation of the preferred shift schedule.

Further, the parties agree to the following principles in reviewing and evaluating the preferred shift schedule:

- There must a trial period for the new shift and the ability for either party to opt out of the new schedule, if it is not successful;
- There must be no additional salary/overtime costs for TFS to both implement the new shift schedule and revert back to the former schedule, if necessary;
- The health and wellness of the employees must be an important consideration;
- The shift schedule must meet the operational needs of the department;

- There must be an agreed upon list of measurables to assess the effectiveness of the new shift schedule; and
- The parties will mutually agree on the implementation of the shift change, if required.

Upon completion of the evaluation, the committee will provide their recommendation to the Fire Chief, on or before September 1, 2004, with the understanding that no changes will occur prior to January 1, 2005.

#### Continuation of Letters of Intent

This letter is to confirm that the letters of intent contained in the September 2000 award continue to be in effect until the parties have acted upon them. The parties agree to act upon them prior to December 31, 2006.

#### Dispensing Fees

The City and the Association agree to meet during the term of the collective agreement to explore the introduction of a dispensing fee into the active and pre-65 retiree benefit plans. If the parties are able to agree on a dispensing fee, a method of implementation will be determined and initiated.

#### Earned Time Owing

The parties agree to meet during the term of this Collective Agreement to discuss a policy with respect to Earned Time Owing accumulated under Article 10.02 of the Collective Agreement.

#### Expedited Grievance Procedure

The parties agree to meet for the purpose of determining an expedited grievance procedure to address the “backlog” of grievances currently in the system. Should the parties be unable to agree on an expedited process either party may refer grievances to the expedited process provided by the Teplitsky Board of Arbitration in the award dated April 4, 2003. (language attached)

#### Fire Origin and Cause Determination Pilot Program

It is understood by the parties, that Toronto Fire Services will be implementing a Fire Origin and Cause Determination Pilot Program over a one year period beginning December 2003. The initial FCC to implement the pilot program will be reviewed by the Association executive prior to its distribution. The pilot program will involve developing and formalising the criteria and protocols for dispatching the current six (6) employees who have successfully completed the Ontario Fire Marshal’s Course entitled Advanced Fire Cause Determination and Investigation. The pilot program will be in the South Command and during the daytime hours, Monday to Friday, but may under special circumstances be called out to other Commands.

The purpose of the Fire Origin and Cause Determination Program, when utilised, will be to assist the Incident Commander in fulfilling the Toronto Fire Services responsibility to

determine the origin and cause with the intent of reducing the number of “undetermined” fires. During the pilot program these fire prevention staff will continue to receive their regular rate of pay when performing this function, pending discussions with the joint committee, identified below.

The committee will be comprised of four (4) members: two (2) members representing Management, as designated by the Fire Chief; and two (2) members representing the Association, as designated by the President of Local 3888, with the understanding that the committee will meet for a three month and eight month review, as described below.

The committee will meet at the end of three months to discuss the following:

- The progress of the pilot program and utilisation of the above identified fire prevention staff;
- The role of the staff participating in the program and whether the work reasonably falls within the current responsibilities of the Fire Prevention Inspector;
- The appropriate rate of pay, and effective date, for performing the fire origin and cause determination function;
- The committee may schedule additional meetings to address the above items; and
- The selection process of all employees participating in the program.

Further, the joint committee will meet at the end of eight (8) months to discuss the following:

- The progress of the pilot program and utilisation of the above identified fire prevention staff;
- The role of the staff participating in the program and whether the work reasonably falls within the current responsibilities of the Fire Prevention Inspector;
- The appropriateness of the rate of pay, and effective date, for performing the fire origin and cause determination function;
- The continuation of the program beyond the one year pilot program; and
- The selection process of all employees participating in the program.

The joint committee will complete its review and submit a report to the Fire Chief and the Association, no later than October 1, 2004. The Fire Chief will make a decision on the effectiveness and continuation of the program.

#### Fitness Assessment

The parties agree to discuss the terms of medical requirements and physical levels with respect to any fire suppression staff over the age of sixty (60).

### Hours of Work

The parties agree to meet during the term of this collective agreement to negotiate modifications to the hours of work in Support Divisions should operational requirements of the divisions change.

### Hours of Work & Days Off

The parties agree to meet during the term of this Agreement to discuss a policy dealing with days off and hours of work in the context of a transfer, promotion or attendance at Fire College.

### LTD Grievance Procedure

The parties agree that, should the existing grievance procedure not meet the needs of either party, either party may refer a grievance to the grievance procedure identified in the Teplitsky Board of Arbitration award dated March 9, 2001. (language attached)

### Off-the-shelf Orthopaedic Shoes

The City and the Association agree to meet within ninety (90) days of ratification of the collective agreement by the parties to discuss the “reasonable and customary” definition in respect of “off-the-shelf” orthopaedic shoes. Every effort will be made to reach agreement on the definition.

### OMERS

The City agrees to meet with the Association to discuss the OMERS accelerated accrual (i.e. 2.33%) in the event that it becomes available through OMERS during the term of the Collective Agreement.

### Operations Division - Hours of Work (24-hour Shift Schedule)

Within thirty (30) days of the implementation of this collective agreement, the parties agree to form a joint Recommendation Committee to review and investigate the hours of work and shift schedules for the Operations Division. The committee will be comprised of six (6) members: three (3) members representing the Management, one (1) member to include the Fire Chief or Deputy Fire Chief, as designated by the Fire Chief; and three (3) members representing the Association, one (1) member to include the President or Vice-President of Local 3888, as designated by the President of Local 3888.

Further, the parties agree to establish a joint Implementation Committee to review and identify the policy and collective agreement issues that need to be addressed for a successful implementation. The implementation committee shall be comprised of five (5) members: two (2) members representing management, which includes one (1) member from the Recommendation Committee, as designated by the Fire Chief; two (2) members representing the Association, which includes one (1) member from the Recommendation Committee, as designated by the President of the Local 3888; and one (1) member from Employee & Labour Relations.

It is understood that the focus of the Recommendation Committee's review will be to investigate the feasibility of a 24-hour shift, identify issues and concerns, and develop a recommendation on how these issues can be addressed. When the Committee has concluded its investigation and if it makes a recommendation to move forward, the following criteria must be addressed:

- There must be a one year "pilot program" in a District of the city, with that District being restricted in terms of transfers, movement of staff and/or other restrictions, as determined by the committee, for the duration of the "pilot program". Such restrictions will be determined prior to the District being identified;
- If the "pilot program" is successful, there must be a further one-year "Trial Period" for the new shift across TFS and the ability for either party to unilaterally opt out of the new schedule at the end of the one-year Trial Period;
- In both the "Pilot Program" and "Trial Period", there must be no additional salary/overtime costs for TFS to both implement the new shift schedule and/or revert back to the former schedule, if necessary;
- The health and wellness of employees, the operational needs of the department and service levels to the public must be primary considerations;
- There must be list of measurables to assess the effectiveness of the new shift schedule that includes: Addressing the issues and concerns raised by the City of Toronto's Ergonomics Consultant in her report dated November 25, 2003 and the measurables identified in the proposal/binder and presentation provided by Local 3888. The committee will also consider which measurables will be appropriate during the "Pilot Program";
- The parties will mutually agree on the implementation of the shift change, if required.

The Recommendation Committee will be expected to visit several other Fire Departments that are presently operating a 24-hour shift schedule, and are of similar size and complexity to Toronto. The identified fire departments should include one that has implemented a shift change in recent years and one that has been operating a 24-hour shift schedule for many years. The following is a list of Fire Departments that should be considered to visit: Phoenix, Chicago, London Ont., Washington D.C., Windsor Ont., Kingston Ont.

Upon completion of the evaluation, the Recommendation Committee will provide their recommendations to the Fire Chief and the President of Local 3888, on or before September 1, 2004. If a 24-hour shift is recommended as being feasible, there will be a "Pilot Program" implemented, with the understanding that no changes will occur prior to January 1, 2005.

The parties understand that in the event a change to the current shift schedule is implemented there will be a "Pilot Program". The selection of the District of the "Pilot Program" will be left for the committee to investigate and provide appropriate recommendations.



During the period of the “Pilot Program” the Recommendation Committee will continue to meet to monitor the effectiveness of the 24-hour shift against the agreed upon list of measurables. Further, if the issues and measurables are addressed, the Recommendation Committee will develop a recommendation for implementing a “Trial Period” in the four (4) commands across Toronto Fire Services, subject to a ratification vote of Local 3888. The “trial period” will then be monitored for a further period of one year to assess the effectiveness of the 24-hour shift against the agreed upon list of measurables.

#### “Other” Acting Time in District Chief Stations

The parties agree to meet during the term of the collective agreement, to discuss the assignment of “Actors” and the distribution of “other” acting time in District Chief stations.

#### Promotional System

Within ninety (90) days of the implementation of this collective agreement, the parties agree to form a joint committee to review promotional systems. The committee will be comprised of six (6) members: 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 purpose of the committee will be to review promotional systems that achieve the following objectives:

- Create a pool of qualified and competent potential officers through a process that is based on the principle of career development and continuous learning;
- Fire fighters or Captains will be placed on the qualified list based on seniority within a three (3) year qualification period;
- The three year qualification period will allow sufficient time for completion of the modules including a period of make-up time; and
- Promotions will be based on their standing on the qualified list.

In this regard the parties agree to investigate the opportunities for a modular based Company Officer and Chief Officer Development programs. The investigation will include:

- The eligibility requirements for participating in the Company Officer and Chief Officer Development Programs;
- The modules to be included in each of the above programs;
- The criteria and assessment tools for determining successful completion of each of the modules and ultimate qualifications for promotion;
- The process for re-qualification; and
- Any other related issues that are directed by the Fire Chief and President of Local 3888.

Upon completion of the evaluation, the committee will provide their recommendation to the Fire Chief and President of Local 3888, prior to November 1, 2004, with the understanding that no changes will occur to any promotional competitions that may be held prior to December 31, 2004.

#### Review of the TFS Service Levels in Comparison to the OFM Fire Ground Staffing Guideline and to the NFPA 1710 Recommended Standard

Considering the importance to the City of Toronto and the benefits to the businesses within the City to be recognized by the Insurer's Advisory Organization as a Class 1 city, the highest rating available within the insurance industry standards, the parties agree to the review the TFS services delivered under the applicable standards, as identified below.

Within ninety (90) days of the implementation of this collective agreement, the parties agree to form a joint committee to evaluate and compare the Toronto Fire Services' to the minimum criteria addressed on the OFM Fire Ground Staffing Guideline and the NFPA 1710 standard. The committee shall be comprised of six (6) members: three (3) members representing the Management, as designated by the Fire Chief; and three (3) members representing the Association, as designated by the President of Local 3888.

The parties understand and agree that the initial objective of the committee shall be to develop a clear definition and common understanding of what NFPA 1710 recommends and how the standard may apply to the TFS workplace. Further, the parties agree that the review of NFPA 1710 will be in the context of four (4) staff per apparatus and meeting the recommended response times of Section 5.2.3. The parties further agree and understand that there will only be a review with respect to 5/6 staff on a apparatus if there is an area identified in the City that does not meet the recommended fire ground staffing numbers in the recommended response times. The evaluation shall be in regards to the effectiveness, efficiency and safety of fire suppression operations in protecting the public and fire service employees.

Upon completion of the evaluation, the committee shall provide a written report with a recommended plan and schedule, where appropriate, for compliance with the operational criteria identified within the OFM Fire Ground Staffing Guideline and NFPA 1710. The evaluation should be completed and the report submitted to the Fire Chief and the President of Local 3888 by the end of December 2005. The parties recognize and understand that Council sets the level of service for the City of Toronto and that this Letter of Intent is not intended in any way to negotiate Council's right to set those service levels. It is therefore further agreed that the Fire Chief shall then present a report that includes the findings of the committee to the Commissioner of Works & Emergency Services for his review and consideration.

#### Staffing Review with the Objective of Keeping all Apparatus in Service and Improving Morale

The parties acknowledge that staffing and relieving are issues of concern to be resolved. Certain policies and collective agreement provisions have been identified to address these issues.

It is agreed that staffing and relieving will be monitored for a period of eighteen (18) months. During this eighteen (18) month period the parties will continue to meet to review and

address issues, and if at the end of that time, staffing and relieving continue to be issues of concern the parties agree to review the following: the use of STIs outside of operations; relieving outside the command; attendance management; and the vacation selection provisions of the collective agreement and their impact on staffing and relieving. The purpose of the discussion is to determine ways in which these items may be adjusted to address staffing and relieving concerns.

A further eighteen (18) month monitoring period will be established. If at the end of the second monitoring period staffing and relieving issues continue to exist the parties will meet to discuss the use of the call-back policy and its application to address staffing and relieving concerns.

### Substance Abuse

Within ninety (90) days of ratification of this agreement by the parties, the City and the Association agree to meet to discuss the City's Substance Abuse Policy. It is understood that one of the issues to be raised is timely access to treatment facilities.

### 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.

#### Uniform Issue

The parties agree that a joint committee will be established comprised of two (2) members representing Management, as designated by the Fire Chief, and two (2) members representing the Association, as designated by the President of Local 3888.

The purpose of the committee, among other things, will be to review the specifications that are being issued for tender and to ensure the assigned point value is appropriate to the cost at the time a new item is added to the list or when changes are made to the specifications of existing items .

It is agreed, for the term of this agreement, that a point is valued at \$4.10 in 2004 dollars.

It is understood by the parties that this letter replaces the Appendix E, Item 2, Letter of Intent – Uniform Issue.

#### Wellness and Fitness

The parties agree to refer the issue of an appropriate Wellness & Fitness Program to the TFS Central Joint Occupational Health & Safety Committee.

The Central Joint Health & Safety Committee shall review and investigate the opportunities for improving fire fighter wellness and fitness, and provide a recommendation and implementation plan to the Fire Chief for his consideration. In developing the recommended program and implementation plan, the committee shall take into consideration the financial

impacts and time frames so that the recommendations are provided in a reasonable and cost effective manner.

It is expected that the committee will conduct its review beginning with its first meeting in 2004 and continuing over the next six (6) months. The review should be completed and the recommendation provided to the Fire Chief prior to September 1, 2004, so that the recommendations can be considered prior to the final 2005 Operating Budget submissions.

#### Working for Those Void of Sick Credits

The parties agree to meet during the term of this collective agreement to develop a joint policy to allow members of Local 3888 to work for members void of sick credits.

## **Letters of Agreement:**

### **Bulletin Boards**

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.

### **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 the 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.

#### Re-blending of the District Chief's Promotional List for Transition Process

Notwithstanding the arbitrated settlement in regard to the transitional promotional process and the subsequent promotional lists, the parties agree to the following.

Following the transitional promotional process for District Chief in each division, except Operations, and immediately prior to the effective date of the new promotional list, the list will be formulated by blending by date of hire, the successful candidates of the transitional promotional process, with those on the list that are not in a permanent acting position.

This new re-blended list will be the new list in effect for all future promotional processes.

#### Operations Division

The process set out above occurs and then as personnel move from a non-permanent acting position to a permanent acting position they are re-placed on the list by their date of hire. This continues until all non-permanent acting position personnel have less seniority than the permanent acting position person with the least seniority. At this time there will be no further blending and the list will become the go forward list.

All persons will be required to be in a permanent acting position for a minimum of eighteen (18) months prior to being promoted.

## Schedule "B"

- 1) Any time after October 1, 2004, either party may give notice to the other of its intention to negotiate a revision or amendment to the wage rates as set out in the table contained in Article 8.01(a) of the collective agreement for the period commencing January 1, 2005 and concluding on December 31, 2006. The parties agree that they shall not seek any change in the percentage differential contained therein.
- 2) Within 30 days of such notice the parties shall meet to begin such negotiations. If the parties have not reached an agreement on the applicable wage rates for the above-noted period within 30 days of the commencement of negotiations, or such later date as may be agreed upon in writing, either the Association or the City may refer the outstanding matter(s) to a Board of Arbitration for a final and binding determination. The Board will be composed of one person nominated by each of the parties and a Chair.
- 3) The parties shall appoint one of the following arbitrators who is available to hear the matter within ten (10) days of its referral:  
  
A. Mort Mitchnik            B. Gerald Charney  
  
as the Chair of the Board of Arbitration. The parties agree to share the costs of the Chair.
- 4) Both parties will name their nominees to the Board of Arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The parties will co-operate to ensure that the hearing will be held as soon as possible. To this end, the parties will ask the Chair, immediately upon appointment, to schedule at least two (2) days for hearing over the months of January 2005 to March 2005, inclusive.
- 5) The powers of the Board of Arbitration and all other matters in relation to the arbitration shall be as set out in the *Fire Protection and Prevention Act*, and in particular Sections 50 through 50.8 thereof, except as modified by the provisions of this paragraph of the Collective Agreement and then only to the extent required to accommodate such modification. Those provisions will be deemed to form part of this agreement.
- 6) Any resolved matters will be agreed upon in writing and signed by the designated representatives of the parties. No such matters shall be referred to the Board of Arbitration. Positions taken by either party during negotiations that are not the subject of such a written agreement shall not be in any way whatsoever disclosed to or used by any Board of Arbitration appointed to resolve such dispute.

The decision of the Board of Arbitration on all outstanding wage rates will be delivered to the parties as expeditiously as possible following the conclusion of the hearings.