

COLLECTIVE AGREEMENT

- between -

THE CORPORATION OF THE CITY OF LONDON

- and -

THE LONDON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Expiry Date: December 31, 2024

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COLLECTIVE AGREEMENT

THIS AGREEMENT made (in quadruplicate) this 4th day of September, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the "Employer")

OF THE FIRST PART

-and-

THE LONDON PROFESSIONAL FIRE FIGHTERS ASSOCIATION
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS the Parties hereto have agreed to enter into these presents for the purpose of defining, determining and providing for remuneration, pensions and/or working conditions so as to develop and maintain a spirit of co-operation between the Employer and the Association and to promote and establish an efficient Fire Department.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - RECOGNITION AND ASSOCIATION DUES

- 1.0 The Employer recognizes the Association as the exclusive bargaining agent for all employees of the London Fire Department, with the exception of the Fire Chief, Deputy Fire Chief(s), Assistant Deputy Chief(s), Manager of Planning and Finance, the Management Administrative Assistant to the Fire Chief, an Attendance Manager, and Platoon Chief(s) for a total of seven (7) excluded Management classifications, and this Agreement shall be applicable to all such employees; the term "employees" or "employee" as used herein shall refer and apply to all such employees.
- 1.01 The term "Division Head" as used herein shall include the bargaining unit positions of the Chief Fire Prevention Officer, Director of Training, Apparatus Division Supervisor, and Supervisor of Communications and Information Systems and the excluded positions of Platoon Chief and Manager of Planning and Finance. For clarity, the District Chief is not a "Division Head".
- 1.02 The period of probation for new employees shall be twelve (12) months of cumulative service. The probationary period cannot be completed while the employee is on layoff. During the probationary period, the employment of such probationary employee may be terminated without resort to the grievance procedure as herein provided.
- 1.03 All employees of the London Fire Department (herein referred to as the "Department"), who are now members of the said Association, shall remain members of the said Association in good standing as a condition of continued employment, and all new employees shall become members of the said Association on completion of the first month of the probationary period, which shall be calculated from the date of commencement of their employment, and shall continue their membership in good standing in the said Association as a condition of continued employment.
- 1.04 The Employer shall collect Union dues from each employee by deduction from payroll each pay day in such sums as the Association shall establish from time to time; deductions in respect of new employees will commence on receipt by the Employer of a signed authorization from such new employee effective as and from the completion of their first month of the twelve (12) month probationary period; all such sums deducted, pursuant to this Article, for Union dues, shall be remitted by the Employer to the Association (Treasurer) on the Tuesday following each pay day; together with a list of names of all employees from whose pay deductions have been made; and at the time of said remittance the Employer shall furnish in writing a list of employees whose employment has been terminated; a list of newly hired employees, and the date of commencement of their employment.
- 1.05 (a) Except to the extent and to the degree agreed upon by the Parties, no work which, in accordance with current practice, is performed by an employee covered by this Agreement, shall be performed by another employee of the

Corporation who is not covered by this Agreement, or, by a person who is not an employee of the Corporation, without limiting the application of Article 1.05 of the Collective Agreement, and without prejudice to the position of either party with respect to the interpretation of Article 1.05, the parties agree as follows: that the Fire Chief may, at their discretion, have work performed by a person who is not a member of the bargaining unit, provided that such work is essential to the effective operations of the Fire Service and must be performed before a qualified member of the bargaining unit is scheduled to perform such work as a result of their availability.

- (b) Notwithstanding Article 1.05(a), the Parties agree that the Corporation has the management right, without the agreement or consent of the Association, to redistribute and/or transfer the plans examination work and/or work related to the Ontario Building Code which is currently performed by employee(s) in Fire Prevention Division to other employee(s) of the Corporation who are not within the bargaining unit, or to other individuals who are not employed by the Corporation.
- 1.06
- (a) Notwithstanding any other provisions of this Agreement, the Employer, with the approval of the Association, may hire clerical, and/or secretarial staff on a temporary basis for a period of time not to exceed three (3) months with none of the provisions of the Collective Agreement being applicable to such temporary staff or employees.
 - (b) Notwithstanding any other provisions of this Agreement, the Employer may hire Communication Operators on a temporary basis for a period of time not to exceed three months with none of the provisions of the Collective Agreement being applicable to such temporary staff or employees.
 - (c) Notwithstanding 1.06(a) and (b) above, the Employer may hire Clerical Staff, Fire Prevention Inspectors, and Communications Operators on a temporary basis for a period not to exceed eighteen (18) months for temporary vacancies due to pregnancy and/or parental leave with none of the provisions of the Collective Agreement being applicable to such temporary staff or employees.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.00 The Parties hereto acknowledge that it is the exclusive right of the Employer, subject to and in accordance with the terms of this Agreement and the Fire Prevention and Protection Act and not inconsistent therewith, to:
- 1. maintain order, discipline and efficiency;
 - 2. hire, direct, classify, transfer and promote, discharge, suspend or otherwise discipline employees for just and proper cause;

3. generally to operate and manage the undertakings of the Department and without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant and machinery necessary for the efficient and economical carrying out of the operations and undertakings of the Department.

ARTICLE 3 - DISCRIMINATION AND COERCION

- 3.00 There shall be no discrimination or intimidation against any employee because of the employee's membership in the Association or by virtue of them holding office in, or performing work on behalf of the Association.
- 3.01 Provisions of this Agreement shall be applied to all employees without discrimination.
- 3.02 The parties to this agreement recognize their respective obligations under the Human Rights Code of Ontario and the parties agree that nothing in this Collective Agreement shall be interpreted or applied in a way which impairs the ability of the employer to satisfy its obligations which exist under the Code.

ARTICLE 4 - HOURS OF WORK

- 4.00 (a) Regular hours of work for all employees assigned to fire fighting duties shall be an average of forty-two (42) hours per week (averaged over an eight week scheduled period) on a one platoon system, commencing at 07:45 hours. The shift shall be a rotating schedule, two (2) twenty-four (24) hour shifts (total of forty-eight) hours every eight calendar days, with a minimum of twenty-four hours off between these two (2) shifts.

A normal tour of duty shall be one 24 hour on-duty shift followed by a 24 hour period of off-duty, followed by another 24 hour period on-duty.

Notwithstanding that a portion of a scheduled shift is worked over two (2) calendar days, a shift shall be defined as the calendar day it is scheduled to start.

- (b) Persons employed as Communication Operators shall work a twelve (12) hour shift for an annual average of forty-two (42) hours per week.
 - (i) The Employer has the sole right to schedule shifts as required.
 - (ii) No shift shall be spread over a period longer than 12 hours including one hour for lunch and three 15 minute breaks if shift is 12 consecutive hours in length.

An employee called back to duty from off-duty hours shall be

credited with a minimum of three hours at the applicable overtime rates.

An employee recalled for duty when on annual vacation leave shall receive 2 times the hourly rate for the first shift worked and the balance of the shifts occurring during the annual leave shall be at the applicable overtime rate, and such an employee will be deemed to have observed such vacation.

An employee required to work overtime consecutive to a regularly scheduled shift shall receive time and one-half the regular rate of pay for the overtime hours worked.

- (c) The Communication Operator (Day Shift) shall work an eight (8) hour shift, with one hour for lunch, commencing at 08:00, ending at 5:00 p.m., Monday through Friday inclusive.

The Communication Operator (Day Shift) shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

- (i) The Supervisor of Communications and Information Systems is absent due to vacation pursuant to Article 6;

or

- (ii) The Supervisor of Communications and Information Systems is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation.

The Communication Operator (Day Shift) will receive acting pay commencing on the 6th day following the start of the Supervisor of Communications and Information System's absence.

- (d) Regular hours of work for Platoon Training Instructors shall be an average thirty seven and five-eighths (37.625) hours per week (averaged over an eight (8) week scheduled period). The shift shall commence at 07:00 hours and conclude at 18:15 hours, incorporating a thirty (30) minute unpaid lunch period that will be taken between the hours 11:30 and 13:00. The shift shall be a rotating schedule, four (4) - ten and three-quarter (10.75) hour consecutive shifts (total of thirty-seven and five-eighths (37.625)) hours every eight (8) calendar days.

A normal tour of duty shall be four (4) - ten and three-quarter (10.75) hour consecutive shifts (total of thirty-seven and five-eighths (37.625)), followed by four (4) consecutive calendar days off (see Schedule "C").

- 4.01 Regular hours of work for all employees other than those referred to in Article 4.00 (a), (b), (c) or (d) above, shall be five shifts, 8:00 a.m. to 4:30 p.m. with one half

hour for lunch, Monday to Friday inclusive of each week, not to exceed forty (40) hours per week.

The Corporation may vary hours of the work week or work day for Fire Prevention Division staff, only with the agreement of the employee. It is understood that any variation of the work week or work day shall not exceed 40 hours per week exclusive of stand by duty, recall to duty, overtime and accumulated time.

Administrative Clerks may be scheduled to work five shifts, eight and one half (8.5) consecutive hours in duration, within the hours of 7:30 a.m. to 4:30 p.m. with one half hour for lunch, Monday to Friday inclusive of each week, not to exceed forty (40) hours per week.

The Chief of the Department, in emergency situations arising from breakdown in electrical equipment or motor vehicles which, in their opinion, require immediate repair to provide efficient operation of the Department, may vary the time of the shifts for employees working in the Apparatus Division, to 4:00 p.m. to 12:00 p.m. with one hour meal allowance (in lieu of 8:00 a.m. to 5:00 p.m.) during the said emergency. It is further provided that no such employee shall be required to work more than one of either of such shifts in any period between twelve midnight of one day and twelve midnight of the following day.

Employees referred to in this Article 4.01 may be required to be on standby duty for periods of seven (7) days (8:00 a.m. Wednesday to 8:00 a.m. of the following Wednesday outside of regular hours of work). When so required, each employee in each job classification shall -

- (i) take their turn on a strictly rotating basis;
- (ii) be paid standby pay at the rate of \$35.00 for each seven (7) days of such standby duty;
- (iii) be off duty on the Friday in rotation by classification following the seven (7) day period of standby duty, or prior to their next tour of standby duty, or have the option of adding the equivalent number of hours to their overall accumulated bank in accordance with Article 24.00 (b), and;
- (iv) when recalled to duty during their period of standby, shall be given an equivalent number of hours off duty from their regular hours of work equal to the number of hours for which they are recalled to duty in their period of standby within a reasonable period of time after the accumulation of eight (8) or more such hours noting that there will be a maximum of 1/2 hour for actual travel time to work at the start of the call-back period, and 1/2 hour travel time from work at the end of the call-back period.

Employees on standby duty shall make themselves available by telephone or by electronic paging device for recall to duty. Employees referred to in this Article

4.01, who are not required to be on standby duty, and who are recalled to duty, shall be paid in accordance with the provisions of Article 24 of the Collective Agreement.

- 4.02 (a) It is understood that nothing in the above schedule of hours of work will prevent a Division Head granting the request of any two (2) employees to change shifts or days off. Use of this privilege for personal gain or hire, including self-employment, will result in the loss of this privilege for the employee(s) involved for a period of one (1) year.
- (b) Relief for absent Communication Operators is at the discretion of the employer and if off duty Communication Operators are not readily available or for other considerations, relief could include the assignment of on duty personnel from other Fire Divisions, trained as assistants to the Communication Operators, to meet the exigencies of service. Supervision of Communication Operators shall be as designated by the Employer, and shall be the Supervisor of Communications and Information Systems or the Platoon Chief in the absence of the Supervisor of Communications and Information Systems.
- (c) A Platoon Training Instructor may trade shifts with another Platoon Training Instructor; however, under no circumstances shall a Platoon Training Instructor be on duty more than six (6) consecutive shifts without having a minimum of two (2) shifts off duty before returning to duty.

ARTICLE 5 - OFF DUTY TIME AND PLACE OF RESIDENCE

- 5.00 The occupation of, and use of, off duty time by an employee when not in uniform and not on duty shall not be subject to any restriction by the Employer.
- 5.01 In locating their residences within or without the City of London, full time Fire Fighters and Communication Operators shall have regard to their potential for recall to duty in the event of a fire, flood, or other disaster requiring their services.

ARTICLE 6 – VACATION

- 6.00 All employees with less than one year's service shall be entitled to one day's vacation with pay for each full month of service to a maximum of 10 days for staff persons on a 40 hour work week and one half shift per month (12 hours) for each full month of service, calculated from the original day of appointment to a maximum of two tours of duty for Fire Fighters, or two weeks for Communication Operators on a 42 hour work week computed from the date of original appointment to the end of the calendar year in which they are appointed. For the purposes of vacation allotment, one (1) week of vacation for a Platoon Instructor shall equal one (1) tour, as defined in Article 4.00(d).

- 6.01 All employees with one or more years of service and less than four years of service shall be entitled to two (2) weeks of vacation in each calendar year, with full salary.
- 6.02 All employees with four or more years of service and less than ten (10) years of service shall be entitled to three (3) weeks of vacation in each calendar year, with full salary.
- 6.03 All employees with ten or more years of service and less than seventeen (17) years of service shall be entitled to four (4) weeks vacation in each calendar year, with full salary.
- 6.04 All employees with seventeen (17) or more years of service and less than twenty-four (24) years of service shall be entitled to five (5) weeks vacation in each calendar year, with full salary.
- 6.05 All employees with twenty-four (24) or more years of service shall be entitled to six (6) weeks of vacation in each calendar year, with full salary.
- 6.06 (a) No vacation time shall be lost:
- (1) as the result of an accident or illness covered by an award of the Workplace Safety and Insurance Board;
 - or
 - (2) as the result of an accident incurred in the performance of duties;
 - or
 - (3) while the employee is absent on sick leave due to illness if:
 - (i) the illness occurs before the employee is to commence their scheduled vacation,
 - (ii) a physician's certificate for the period of illness before and during the scheduled vacation is submitted before the employee returns to duty,
 - or
 - (4) as a result of an employee being assigned to modified work or a work hardening program as part of a rehabilitation program,
- in which case no vacation time shall be lost. In all other cases, the scheduled vacation will be deemed to have been taken as scheduled.
- (b) An employee absent from work due to illness or injury for a continuous period of six months will cease to earn vacation credits. The earning of vacation credits will resume upon return to active duty. Employees absent as a result of an accident incurred in the performance of their duties will cease to earn vacation credits at the conclusion of 24 months of continued absence.

- 6.07 Vacation period shall be granted on the system awarded by the Arbitration Board, January 24 2007, as attached or as agreed upon by the Fire Chief and the Association. The Fire Chief and the Association may agree to override the provisions of Article 6.09 to allow proper implementation of the vacation policies agreed to between the parties.
- 6.08 The present practice shall be continued whereby all periods of an employee's vacation commences with their first "on duty" shift or tour of duty (a tour consisting of two (2) twenty-four (24) hour shifts as defined in Article 4.00 (a), four (4), five (5), or six (6) consecutive shifts) for which the employee would otherwise be on duty.
- 6.09 (a) Vacations as provided in Articles 6.00 and 6.01 shall not be divided. Vacations as provided in Article 6.02 shall be divided into two periods, one of two (2) consecutive weeks (14 days) and one of one week (7 consecutive days). Vacations provided in Article 6.03, namely four weeks, shall be divided into one period of two (2) consecutive weeks and the balance in two periods of one week (7 consecutive days) each. Five weeks of vacation as provided in Article 6.04 shall be divided into two (2) periods of two (2) consecutive weeks each and one week (7 consecutive days). Six weeks of vacation as provided in Article 6.05 shall be divided into three (3) periods of two (2) consecutive weeks each. Employees assigned to Fire Fighting duties shall not be allowed more than one two-week period in the months of May, June, July, August, September and October, so that the present three year rotation shall be maintained.
- (b) For employees classified as Communication Operators, the present practice shall be continued whereby all periods of an employee's vacation commences with their first "on-duty" shift for which the employee would otherwise be on duty with one week of vacation being a tour of duty.
- 6.10 Vacation allowance shall be prorated in accordance with the number of months of service in a calendar year in which the employee leaves the employ of the Department.

ARTICLE 7 - STATUTORY AND DECLARED HOLIDAYS

- 7.00 (a) All of the employees subject to Article 4.01 shall take the following Statutory Holidays as paid days off. When one of these holidays falls on a Saturday or Sunday, and is not proclaimed by the Corporation as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays:

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

and any other Public Holiday declared by the Governor-General of Canada or by the Lieutenant-Governor of Ontario.

(b) All employees subject to Article 4.00 (d) shall receive the above statutory holidays with pay as outlined below and shall observe the statutory holiday on the calendar day.

- i. When the statutory holiday falls on a scheduled work day and the employee is not required to work they shall receive the day off with pay.
- ii. When the statutory holiday falls on a regularly scheduled day off, they shall receive an alternate day off with pay, on a day to be mutually agreed upon between the employee and their supervisor, to be taken within 90 calendar days of the statutory holiday.

7.01 (a) Employees in the Communications and Fire Fighting Divisions shall be paid on the last pay date in November each year, or on termination of employment, the equivalent of 1/182 of their annual salary for each of the Statutory Holidays listed above occurring during their period of employment in the said year.

(b) Each extra day's pay shall be computed and fixed at 1/182 of the employee's annual rate of pay for employees assigned to Fire Fighting, and Communications Divisions. These employees shall be paid in accordance with their permanent classification on the date in question under Article 11.

7.02 Whenever an employee is required to assume the duties of a higher rank or classification for a duty shift which commences at 0745 hours on the Statutory Holiday, (being the calendar day of observation) the extra day's pay for such a Statutory Holiday shall be at the rate of the acting rank or classification so assumed, provided the employee assumed such duties for a minimum of one half or more of the hours of the said shift.

ARTICLE 8 - ACCIDENT AND SICKNESS

8.00 Sick leave provisions, are as provided in this Collective Agreement.

- (a) Prior to January 1, 1991 each permanent employee, with the exception of employees in the Communication Division, shall be eligible to a credit one and one-half days sick leave for each month of service with the Corporation, such credit to be cumulative.
- (b) Each employee, with the exception of employees in the Communication Division, after acquiring seniority shall be eligible to receive sick leave, at full salary or wage rate, for any time lost by illness to the full extent of sick leave credits accumulated before January 1, 1991 available at the time of such absence.
- (c) Prior to January 1, 1991 re-employed personnel of the Armed Forces shall receive the same sick leave credit for the time spent in the forces as they would have received had they remained with the Corporation.
- (d) An employee with a date of commencement of employment prior to January 1, 1991 (January 1, 1982 for employees in the Communication Division) who is, at the time of their retirement, actively engaged at their duties or absent on authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:
 - (i) On the date of retirement, they may be granted a sick leave gratuity in cash equal to their salary, wages or other remuneration for one-half the number of days (hours for employees in the Communication Division) standing to their credit and in any event not in excess of the amount of one half year's earnings at the rate received by them immediately prior to termination of employment; or
 - (ii) With the consent of the Fire Chief, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for a period equal to one half the number of days (hours for employees in the Communication Division) standing to their credit and in any event, not in excess of a period of six months. The employee shall give at least three months' notice of their desire to so use the credit, and the consent of the Fire Chief shall not then be unreasonably withheld. Such leave shall be completed as of the date of normal retirement.
- (e) Deductions from accumulated sick leave credits of an employee shall only be made in respect of periods of duty for which the employee would normally be required or scheduled to work, if not on sick leave.
- (f) In the event of the decease of any employee with a date of commencement of employment prior to January 1, 1991 (January 1, 1982 for employees in the Communication Division) or the termination of their employment with

the Employer, after eight (8) years of service with the Employer (5 years for employees in the Communication Division hired prior to Jan 1/81), the Employer shall pay to the employee (or their estate) an amount equal to the regular pay of the employee for one-half the number of days (hours for employees in the Communication Division) of sick leave standing to their credit at the time of such decease or termination of employment, such amount not to exceed one-half year's earnings at the rate received by the employee prior to termination of employment or decease.

- 8.01 (a) Effective January 1, 1991, each permanent employee who is ill or injured and is unable to attend work will be eligible for wage loss replacement for up to 12 shifts per calendar year at 100% of regular base salary. If absence extends beyond 12 shifts in total per calendar year and the absent employee has sick leave credits established prior to January 1, 1991 (January 1, 1999 for employees in the Communication Division) under Article 8.00, these credits must be exhausted prior to being eligible for Short Term Disability as provided in (b). Effective January 1, 1997 any unused wage loss replacement credits shall be accumulative by all employees (January 1, 1999 for employees in the Communication Division), and be carried forward and added to the number of credits available to the employee for wage loss replacement in subsequent years.

Employees assigned to the Fire Fighting Division who are ill or injured and unable to attend work will be eligible for wage loss replacement for up to six shifts per calendar year at 100% of regular base salary. If the absence extends beyond six shifts in total per calendar year and the employee has sick leave credits established prior to January 1, 1991 under Article 8.00, these credits will be taken on the basis that one "day" in such sick leave bank will equal one half shift. These credits must be exhausted prior to the employee being eligible for Short Term Disability as provided under Article 8.01 (b) of the Collective Agreement. Article 8.00 (d) is unaffected by this understanding.

Employees permanently assigned to the classification of Platoon Training Instructor who are ill or injured and unable to attend work will be eligible for wage loss replacement for up to twelve (12) shifts per calendar year at 100% regular base salary. If the absence extends beyond twelve (12) shifts per calendar year and the employee has sick leave credits established prior to January 1, 1991 under Article 8.00, these credits will be taken on the basis that one "day" in such sick leave bank will equal one-half shift. These credits must be exhausted prior to the employee being eligible for Short Term Disability as provided under Article 8.01 (b) of the Collective Agreement. Article 8.00 (d) is unaffected by this understanding.

- (b) The Employer shall arrange for and pay the premiums for a Short Term Disability Insurance Plan and a Long Term Disability Insurance Plan, which

plans of insurance will provide that effective January 1, 1991, (January 1, 1999 for employees in the Communication Division) each permanent employee who is ill or injured and is unable to attend work will;

- (i) upon exhaustion of 100% wage loss replacement, including sick leave credits, receive up to 26 weeks wage replacement as Short Term Disability at 70% of regular base salary at the onset of the disability; and
- (ii) upon exhaustion of the Short Term Disability benefits receive Long Term Disability benefits of 66 2/3% of regular base salary at the onset of the disability payable to normal retirement age provided the employee remains eligible.

The wage loss replacement insurances mentioned in this Article shall be as described and set forth in the respective policy or policies of insurance. The Employer is not the insurer of the wage replacement insurance plans and any dispute over payment of benefits under any such policy or policies of insurance shall be adjusted between the insured under such policy and the insurer concerned, but the Employer will use its best efforts to adjust and settle any such dispute.

Upon exhaustion of sick leave credits and pending adjudication of any STD entitlement for which an employee has applied to the insurer, the employee shall have the option of being provided with a monetary advance by the employer equal to the amount of pay that would be received by the employee in the event that the STD claim is allowed, such that there is continuity of income without missing one pay period. In the event that the STD claim is allowed, the employees opting for this advance shall be required to repay the advance immediately upon beginning of the STD payment. In the event the claim is disallowed, a mutually agreeable repayment schedule shall be implemented, in no case shall such repayment schedule extend beyond six months.

Schedule 'A' attached to this agreement and forming part of this agreement sets out further details of the Short and Long Term Disability Plans.

- 8.02 An employee absent from work as a result of an accident or occupational disease within the meaning of *Workplace Safety and Insurance Act* and in receipt of WSIB loss of earnings benefits shall receive 100% of their net salary under Article 11.00 which they received prior to the accident or occupational disease. Such employees shall be provided with free hospitalization and medical care.
- 8.03 In all cases where the Employer has paid the employee in accordance with Article 8.02 for the period of absence due to accident or occupational disease within the

meaning of the *Workplace Safety and Insurance Act*, the Employer shall be entitled to receive all payments for salary made by the Workplace Safety Insurance Board, if any, and the employee shall execute and deliver all such directions, assignments and assurances as shall be requisite and necessary to cause the same to be paid to the Employer.

- 8.04 An employee off duty as a result of a compensable accident or an occupational illness as defined by the Workplace Safety Insurance Board, incurred in the performance of duties for an employer other than The Corporation of the City of London, or self-employed for gain, shall not be entitled to any Sick Leave benefit as set out in Article 8.00 and 8.01, nor shall any Sick Leave credit be added to the employee's accumulation, nor shall any premiums, for health, accident and insurance benefits be payable by the Corporation, while the employee is unable to resume normal duties with the London Fire Service as a result of such compensable injury, except that an employee may continue their coverage in the employer's group insurance plans for up to eighteen (18) months, provided that they pay to the City Treasurer the full premium cost of such participation, not later than the twenty-fifth (25th) day of the month prior to the month of which the payment becomes due. If such payment is not made as aforesaid, the employee's participation in such plans shall be terminated forthwith.

8.05

(a) **(All employees with exception of Communication Operators and the Fire Fighting Division)**

Where an employee is absent from duty, and such absence is caused by accident or illness (which is not covered by "Workplace Safety Insurance Board") and continues after the employee has been absent for seven calendar days, the employee shall, upon request, provide the Chief of the Department with a certificate from a qualified physician and such certificate shall forthwith reimburse the employee for any cost assessed by the physician in securing the certificate.

(b) **(Fire Fighting Division)**

If an employee is absent for more than two (2) consecutive regular scheduled shifts for medical reasons, they shall provide a completed medical form appended to this agreement (See Schedule "D"). Any cost shall be reimbursed by the employer.

(c) **(Communication Operators hired prior to January 1/82)**

An employee who gives notice of absence due to sickness may be required to produce evidence of sickness satisfactory to the Fire Chief. In the event the Corporation requests an employee absent on sick leave to be examined by a physician appointed by the Corporation, the Corporate Occupational Health Physician shall be entitled to a copy of the Physician's report and such information shall be kept confidential.

(d) **(Communication Operators hired after December 31/'81)**

An employee on sick leave credits or long term income protection plan, shall on request, submit to the employer a certificate from the employee's physician certifying that the employee is unable to work and the nature of the illness.

(e) **(All employees with the exception of those Communication Officers hired after December 31/'81)**

At the conclusion of each thirty (30) calendar days of continuing absence, calculated from the day the employee was first absent, the employee shall provide a certificate from a qualified physician and such certificate shall certify that the employee's disability is such that they are unable to attend work. The employer shall forthwith reimburse the employee for any cost assessed by the physician in securing the certificate. These certificates shall be kept confidential.

(f) **The following paragraphs apply to all employees in the bargaining unit:**

- (i) The City may require any employee whose attendance record indicates pattern absenteeism to provide a medical form for any subsequent absence during the twelve (12) months following notice. If pattern absenteeism continues during the twelve (12) months, this requirement may be extended by the employer. The reference to pattern absenteeism entails a pattern of abuse of sick leave.
- (ii) In order for a medical form to be satisfactory, it must certify that the physician is satisfied that the employee is unable to attend work because of illness or injury.
- (iii) Each employee shall use the form appended to this agreement (See Schedule "D").
- (iv) If the information supplied by the employee is incomplete or raises concerns in the opinion of the City's physician, the City's physician is hereby authorized to contact the physician of the employee to secure any additional information necessary to determine the legitimacy of the absence. The physician of the City shall maintain patient confidentiality respecting the personal information and simply advise the City whether or not the absence is medically justified.
- (v) If the physician of the City has any questions respecting the information provided, they are hereby authorized to contact the physician of the employee to secure any additional information. If there is a dispute between the physicians, the City may require it to be resolved by sending the employee to an independent third physician agreed upon by the City's physician and the physician of the employee. Failing this agreement, an independent doctor shall be appointed by an arbitrator designated for this purpose. All medical information shall be kept confidential.
- (vi) All parties shall cooperate in the implementation of these provisions.

8.06 The following rules for deducting sick time shall be applied when employees in the

Fire Fighting Division are on duty and book off ill, or return from an absence part way through a shift:

Leaving Work

If an employee books off duty any time between the hours of 07:45 and on or before 13:45 hours of their working shift, that employee shall have one (1) full sick day deducted.

If an employee books off duty after 13:46 hours but on or before 19:45 of their working shift, that employee shall have three-quarters (.75) of a sick day deducted.

If an employee books off duty after 19:46 but on or before 01:45 of their working shift, that employee shall have one-half (.50) sick day deducted.

If an employee books off duty after 01:46 but before completion of a full shift of their working shift, that employee shall have one-quarter (.25) of a sick day deducted.

Returning to Work

When an employee, who has booked back on to duty and returns to duty after 07:45 but on or before 13:45 of that shift, only one-quarter (.25) shift shall be deducted.

When an employee, who has booked back on to duty and returns to duty after 13:46 but on or before 19:45 of that shift, only one-half (.50) shift shall be deducted.

When an employee, who has booked back on to duty and returns to duty after 19:46 but on or before 01:45 of that shift, only three-quarters (.75) of a shift shall be deducted.

ARTICLE 9 - HOSPITAL, HEALTH, MEDICAL AND GROUP LIFE INSURANCE

9.00 Active Employee Group (formerly titled Class 1 Employees)

- (a) The Employer will pay one hundred per cent (100%) of the premium payable for the coverage for each employee, spouse and dependent children (as defined under a family plan of insurance), under the following plans:
- Ontario Health Insurance Plan
 - Liberty Health Group #2436
 - Liberty Health Semi-Private Hospital Accommodation Plan
 - Liberty Health Extended Health Care Plan

- Dispensing fee cap maximum of \$10.00
- Mandatory generic drug substitution

Employees applying for an exemption to mandatory drug substitution in accordance with the insurer's process and Article 9.00(a) of the Collective Agreement shall bear any cost associated with such application save and except that the Corporation will reimburse such Employees for physician's fees incurred for completing any required forms and provided the Employee provides a written invoice verifying the cost and amount paid by the Employee.

- Liberty Health Eye Vision Care Plan - \$500/24 months (not subject to deductible terms). \$100 every 24 consecutive months for eye exam benefit.
- Liberty Health Deluxe Travel Plan – In instances where there is an approved Deluxe Travel Benefit claim that exceeds the 1 million dollar maximum the Corporation will consider payment of excess related health care benefits on a case by case basis. Such payment will not be unreasonably denied.
- Liberty Health Hearing Aid Plan - \$2500/36 months
- Osteopath, Naturopath, Podiatrist – Per treatment up to \$20, maximum number of treatments 20 per person per calendar year (each practitioner)
- Psychological Services - up to \$3500 per benefit year provided by registered Psychologist or other professional as otherwise authorized in the discretion of the Corporation.
- Chiropractic Care, Physiotherapy, Registered Massage, Speech Pathologist and surgical stockings which must be prescribed by a physician (no more than two pairs per benefit year) shall be covered to a combined maximum total amount for all services allowed of two thousand dollars (\$2000) per person per benefit year.

For the purposes of definition, the term dependent child will also include any child who is between the ages of 21 and 25, single, and in full-time attendance at an accredited school. Further, this definition shall be used in Article 9.00(b) to determine eligibility for dental benefits.

- (b) The Employer will pay 80% of the premium cost and the employee as a condition of employment, shall contribute the remaining 20% by payroll deduction of Liberty Health, Dental Plan and Riders (current ODA schedules as amended from time to time) as set forth hereunder:

- Dental Plan No. 9

- No co-insurance
- No deductible

Employees shall be entitled to a dental recall frequency under Plan No. 9 of 9 months, with the exception of dependent children, which shall be 6 months.

- Rider No. 3 (orthodontic) with a lifetime maximum benefit of \$4,000.00 (effective January 1, 2022, \$5000).
 - No deductible
 - 50/50 co-insurance
 - Rider No. 2 (dentures)- No deductible
 - 50/50 co-insurance
 - Rider No. 4 (Restorative Services - Fixed Prosthodontics Services in Office and Commercial Laboratory Charges) with a lifetime maximum benefit of \$4,000.00 (effective January 1, 2022, \$5000).
 - No deductible
 - 50/50 co-insurance
- (c) The Employer will provide and pay the premiums of policy number 2505 of the Clarica Life Assurance Company insuring the life of each employee for basic life insurance coverage in the amount equal to the employee's annual salary; or for an amount equal to two times the employee's annual salary in the event of accidental death; and for an additional one times the employee's annual salary in the event of accidental death specifically occurring while on the job; the Employer's responsibility under this Article being limited to payment of the premiums payable under the said policy for the continuance of such coverage, but the employer will use its best efforts to adjust and settle any dispute respecting payment of benefits. The premium cost of that portion of the insurance in excess of thirty thousand dollars (\$30,000.00) shall be shared; the 5/12ths portion of UIC premium reduction rebate for employees (respecting wage loss programs) shall be paid to the employer, and shall be deemed to cover the cost of this benefit, whether same is actually more or less than the rebate. The Corporation may, in its discretion, decide upon a different insurance carrier, provided that the coverage is equal to or better than described above, and that the terms of any new policy be submitted to the Association for review prior to its being purchased by the Corporation.
- (d) Dependent life insurance coverage is available for the employee's spouse and/or dependent children in accordance with the group life insurance contract, at the employee's expense by payroll deduction.
- (e) The employer shall pay one hundred percent (100%) of the benefit

premium costs to cover the surviving spouse and eligible dependents of an employee killed in the line of duty. To be eligible, the surviving spouse and eligible dependents must have been enrolled as dependents at the time of the employee's death. The benefits shall be those as defined in Articles 9.00(a) and 9.00(b), and shall be effective until the employee's Normal Retirement Age (unless this coverage becomes available through a subsequent marital relationship or employment, effective May 21, 2017, in such circumstances the Corporation's insurance coverage shall become the second payor).

- (f) The employer shall arrange with its life insurance carrier a "living term" benefit. As a result of this benefit, any employee who is diagnosed with a terminal disease may, at their option, apply to receive up to 50% of their normal life insurance benefit, to a maximum of \$50,000, prior to their death to assist with personal expenses. The employer shall be responsible to pay for the costs of any administration fees or medical documentation.

9.01 Retired Employee Group A (formerly titled Class 2 Employees)

- (a) For those employees employed on or after January 1, 1986 and subsequently retiring and until the retired employee attains their 65th birthday the Employer provides the following health care benefits.

Ontario Health Insurance Plan (100% of premium paid by employer)

Liberty Health Group #2436E

Liberty Health Extended Health Care including semi-private and vision care - 100/24 (employer pays 75% of premium provided retired employee pays balance)

Without retroactivity, effective February 1, 1988 for those employees employed on or after January 1, 1987 Liberty Health Dental Plan 9 - current ODA Schedules, no co-insurance, no deductible, including Liberty Health Rider #2 (dentures) - current ODA schedules, no deductible, 50/50 co-insurance. (employer pays 75% of premium provided retired employee pays balance).

Without retroactivity, effective June 1, 1996 add to the list of benefits Group Deluxe Travel Plan to age 65 (employer pays 75% of premium).

- (b) It is agreed that the group life policy of insurance referred to in 9.00(c) shall contain a provision permitting retiring employees, at their option, to continue to carry life insurance coverage under the said policy for an amount of five thousand dollars (\$5,000.00) from the date of retirement to age seventy (70) with the employee paying the premium required to be paid under said policy for carrying such insurance from and after retirement until attaining the age of seventy (70) years.

9.02 Retired Employee Group B (formerly titled Class 3 Employees)

Employees retiring after April 2, 2002 will receive benefits as described in 9.00 a) and b) from the date of retirement until age 65. The employer will pay one hundred percent (100%) of the premiums for the coverage as described in 9.00 a) and b).

Employees retiring after April 2, 2002 will be entitled to receive life insurance coverage of \$5,000 from the date of retirement to age 70 years. Premiums will be 100% paid by the employer.

NOTE: The Association acknowledges and agrees that retirees shall be entitled to the retiree benefits under the collective agreement in effect on their retirement date. For clarity, they shall not receive any changes to benefits that may be negotiated between the parties in collective agreements subsequent to the collective agreement in effect on the date of their retirement.

- 9.03 Every employee shall be fully responsible for keeping the City informed of changes in marital status or number of dependents. An employee who is entitled to reduced hospitalization or medical benefit premiums, because of a change in their dependency status, and who fails within ten (10) days to notify the City of such change, shall be responsible for the extra premium expense paid by the City on their behalf, because of such failure to notify, and this extra cost shall be deducted from the employee's salary.
- 9.04 The Collective Agreement will continue to refer to Liberty Health as the insurance carrier, but the Corporation, with the agreement of the Association, will be free to obtain coverage from another carrier provided such coverage, and level of service, is at least equal to or better than that provided by Liberty Health.
- 9.05 The Corporation's obligation to enrol an employee and pay the premium for the various plans, shall be effective with the first day of the month following the month in which the employee is hired unless the hire date is prior to the 15th of the month in which case the enrolment will occur effective the first day of the month of hire.
- 9.06 (a) A copy of the contract of insurance and any amendments thereto for the insurances mentioned in Article 8 and 9 will be provided to the Secretary of the Association. The Corporation will publish the current policies and amendments on the Corporate Intranet site.
- (b) With respect to insurance coverage described in Article 9 provided to Communication Operators, all of the insurance shall be as more particularly described in the respective policy or policies of insurance. The Corporation will furnish such information as to the content of the policies of insurance as the Association from time to time requires.

9.07 Employees who retire on or after January 1, 2020 with a minimum of fifteen (15) years of continuous employment in the London Fire Department immediately prior to retirement and are in receipt of an OMERS unreduced pension in accordance with the terms established by OMERS shall be eligible for a Health Care Spending Account (HCSA).

(i) The HCSA shall be available to reimburse the eligible retired employee only for medical and dental expenses and premiums paid to a private extended health plan and out of country coverage incurred which are deemed as allowable deductible expenses by Canada Revenue Agency. The eligible retired employee may claim eligible medical and dental expenses and premiums paid to a private extended health plan and out of country coverage for an eligible spouse/common-law partner only (to a combined maximum of three thousand dollars per year) against the HCSA. The eligible retired employee must submit original receipts in order to receive reimbursement from the HCSA.

(ii) The HCSA will be available for those eligible retired employees for ten (10) years from the first of the month following the eligible retired employee's sixty-fifth (65th) birthday to the end of the month of the eligible retired employee's seventy-fifth (75th) birthday.

(iii) The annual amount available to eligible retired employees under the HCSA will be three thousand dollars (\$3,000) per year.

(iv) The HCSA amounts, if not used, will not be carried forward (non-cumulative) over into subsequent years. There is no redeemable cash value.

(v) Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other insurance plans as may be applicable.

(vi) Reimbursement will only be provided for medical and dental expenses and premiums paid to a private extended health plan and out of country coverage to the extent those expenses exceed the coverage available from OHIP, ODP, or other insurance plans as may be applicable.

(vii) Surviving spouse benefit (as per the terms of the HCSA outlined above) to a maximum of twelve months after the death of the retiree or up to the date the retiree would have turned age 75 whichever occurs first.

9.08 In the event of a death of a current employee or a retired employee who is 65 years of age or younger and for which the Corporation is providing benefit coverage ("retiree"), the Corporation shall continue to provide benefit coverage for their eligible spouse or eligible dependents for the same benefit plans that the spouse or dependents were enrolled in as dependents at the time of the death of the employee or retiree and on the same terms and conditions. Such coverage will be for a period of six (6) months following the date of death of the employee or retiree.

ARTICLE 10 - CAR ALLOWANCE

10.00 When an employee is requested to use their own car on the Employer's business for in-city driving on a casual basis, they shall be paid an amount equal to the Corporate mileage rate for all such use.

ARTICLE 11 - CLASSIFICATION AND SALARIES

11.00 The Employer shall pay employees' salaries as set forth hereunder for the ranks and classifications as follows.

Note 1: All salaries in this Article denoted as a percentage shall be deemed to be calculated as a percentage of a 1st Class Firefighter's salary rate.

FIRE FIGHTING DIVISION

Classifications	Salary Rate	Special Notes
District Chief	135%	
Captain – Top 16	122%	Effective January 1 2022, the top sixteen (16) Captains who are qualified as District Chief, shall be paid a 2% premium calculated as a percentage of the 1 st Class Firefighter salary
Captain	120%	
Senior Qualified Firefighter	100%	One (1) SQFF per Fire Hall
Firefighter/Apparatus	100%	
1st Class Firefighter	100%	January 1, 2020 January 1, 2021 January 1, 2022 January 1, 2023 July 1, 2023 January 1, 2024 July 1, 2024 \$101,616 \$102,632 \$103,658 \$105,213 \$106,739 \$108,340 \$109,803

Classifications	Salary Rate	Special Notes
2nd Class Firefighter	90%	
3rd Class Firefighter	85%	
4th Class Firefighter	80%	
5th Class Firefighter Probationary	70%	(second six months)
5th Class Firefighter Probationary	65%	(first six months)

Effective January 1, 2020 - new hires within the Firefighter classification will be subject to the following grid:

3rd Class Firefighter	80%
4th Class Firefighter	70%
5th Class Firefighter, Probationary	60%

Note 1: The parties agree that there shall be 12 employees classified as officers who are paid at a minimum of 135%.

Employees classified as 5th Class Firefighter, Probationary shall be subject to a total probationary period of twelve months. Reclassification of such employees to Fire Fighter 4th Class, 3rd Class, 2nd Class and 1st Class shall be as hereinafter provided in Article 11.03.

FIRE PREVENTION DIVISION

Classifications	Salary Rate	Special Notes
Chief Fire Prevention Officer	135%	
Assistant Chief Fire Prevention Officer	125%	

Public Fire & Life Safety Educator

		Minimum Qualifications (Job Description)	NFPA or OFM Certification
Years of experience as a Fire Safety Educator or delivering training and/or educational programs	Less than 1 year	63%	80%
	Greater than 1 year but less than 2	68%	85%
	Greater than 2 years but less than 3	73%	90%
	Greater than 3 years	78%	95% Effective January 1, 2024 - 97%

Public Information Coordinator**Salary Rates**

	<u>Jan 1/20</u>	<u>Jan 1/21</u>	<u>Jan 1/22</u>	<u>Jan 1/23</u>
Start	\$ 66,721	\$67,388	\$68,062	\$69,083
After 1 year	\$72,280	\$73,003	\$73,733	\$74,839
After 2 years	\$76,450	\$77,215	\$77,987	\$79,157
After 3 years	\$80,616	\$81,422	\$82,236	\$83,470
After 4 years	\$84,795	\$85,643	\$86,499	\$87,796
After 5 years	\$89,662	\$90,559	\$91,465	\$92,837
After 6 years	\$96,535	\$97,500	\$98,475	\$99,952

	<u>July 1/23</u>	<u>Jan 1/24</u>	<u>July 1/24</u>
Start	\$70,085	\$71,136	\$72,096
After 1 year	\$75,924	\$77,063	\$78,103
After 2 years	\$80,305	\$81,510	\$82,610
After 3 years	\$84,680	\$85,950	\$87,110
After 4 years	\$89,069	\$90,405	\$91,625
After 5 years	\$94,183	\$95,596	\$96,887
After 6 years	\$101,402	\$105,090	\$106,509

Fire Prevention Inspector

The qualifications, certifications and courses under the New OFMEM Certification Program shall be deemed to be equivalent to the qualifications, certifications and courses under the Old OFM Certification Program as provided below and Fire Inspectors shall progress through the Salary Grid as follows:

		OFM Certification - Education Level					
Deemed Equivalent OFM Certification – Education Level based on New OFMEM Certification Program		MINIMUM ACADEMIC STANDING (See Note 1)	NFPA 1031 Fire Inspector I – Ontario Certification (See Note 2)	8 Courses	9 Courses	10 Courses	11 Courses
Full-time Experience in a Fire Department *	Minimum Qualifications as per Job Description	70%	75%	80%	85%	90%	95%
	1 Year	75%	80%	85%	90%	95%	100%
	2 Years	80%	85%	90%	95%	100%	105%
	3 Years	85%	90%	95%	100%	105%	110%
	4 Years	90%	95%	100%	105%	110%	117%

*Definition: Full-Time Experience in a Fire Department

For the purposes of using this grid to determine the starting salary for a newly hired Inspector, the term "Full-Time Experience in a Fire Department" shall mean the number of completed years the individual conducted full-time fire inspections while in the employment of a Fire Department, a provincial or federal fire service public safety organization whose mandate includes inspecting various types occupancies, as well as enforcing the applicable fire code (i.e. the Ontario Fire Marshal's Office, Department of National Defense, etc.) or a large public sector institution where the individual's primary role was inspecting a diversity of occupancy types for infractions of the Ontario, National or other Provincial Fire Code, as applicable.

Note 1: MINIMUM ACADEMIC STANDING is defined as: Fire Protection or Fire and Life Safety Systems, or an equivalent diploma or degree from an accredited community college or university, OR; Fire Prevent Officer Diploma from OFC, OR; NFPA 1031 Fire Inspector I – Certification (refers to certification from other jurisdictions, including DND.

For the purpose of meeting the minimum academic standing, NFPA 1031 Fire Prevention Inspector I Certification from outside of Ontario will be reviewed by the Corporation to determine its degree of equivalency to Ontario certification. Following this review, the Corporation will notify the applicant whether their academic standing meets the minimum and, if selected, of the additional courses required to advance to the level of NFPA 1031 Fire Prevention Inspector – Ontario Certification).

Note 2: The following legend describes the equivalent courses under the New OFMEM Certification as referred to above:

COURSES	
Legislation	NFPA 1031 Fire Inspector I – Ontario Certification (Courses noted herein are as of June 4, 2016 and may change or be amended in accordance with the actions of the OFMEM as may be the number of courses within a program. Therefore, candidates are required to meet the Provincial requirements for successful completion of the Certification in effect at the time of posting to fill a vacancy)
Hazardous Materials Awareness	
NFPA 1031 Fire Inspector I	
Basic Fire Code Div B. Parts 2 and 6	
Basic Fire Code – Courtroom Procedures	
Advanced Fire Code Div B., Part 9 Retrofit	NFPA 1031 Fire Inspector II – Ontario Certification (Courses noted are as of June 4, 2016 and may change or be amended in accordance with the actions of the OFMEM, as may the number of courses within a program (i.e. NFPA 1031 Fire Prevention Inspector II). Therefore, candidates are required to meet the Provincial requirements for successful completion of the Certification in effect at the time of a posting to fill a vacancy)
NFPA 1031 Fire Inspector II (Note: this Course is in development)	
Advanced Fire Code Div B. Part 3 and 5	
Advanced Fire Code Div B. Part 4 Flammable and Combustible	
NFPA921 – Guide for Fire and Explosion Investigations	
NFPA96 – Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations	

The Corporation shall not compensate any employee for preparation and travel time for any course work which they may, upon completion claim credit under the amended Article 11. These courses include all OFM courses leading to Certification as an OFM Fire Prevention Inspector and NFPA 921, OBC Kitchen and Fire Alarm Systems courses. All preparation and travel time for such courses shall be conducted on off-duty time. It is understood that Article 22 shall continue to apply.

APPARATUS DIVISION

Classifications	Salary Rate
Supervisor	120%
Assistant Supervisor	115%
Mechanic	
First 2 years	100%
After 2 full years	107%
After 3 full years	112%
Mechanical Technician	
Start	65%
After 6 months	70%
After 1 year	75%
After 18 months	80%
After 2 years	85%
After 3 years	90%
Mechanic/Facility	
First 2 years	100%
After 2 full years	107%
After 3 full years	112%

COMMUNICATIONS DIVISION

Classifications	Salary Rate
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Supervisor of Communications and Information Systems	120%
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Communication Operator	Salary Rates			
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	<u>Jan 1/20</u>	<u>Jan 1/21</u>	<u>Jan 1/22</u>	<u>Jan 1/23</u>
Start	\$69,353	\$70,047	\$70,747	\$71,807
After 6 months	\$74,688	\$75,434	\$76,189	\$77,331
After 1 year	\$80,023	\$80,823	\$81,631	\$82,856
After 18 months	\$85,358	\$86,211	\$87,072	\$88,379
After 2 years	\$90,693	\$91,599	\$92,514	\$93,903
After 3 years	\$96,027	\$96,987	\$97,957	\$99,427

	<u>July 1/23</u>	<u>Jan 1/24</u>	<u>July 1/24</u>
Start	\$72,849	\$73,942	\$74,941
After 6 months	\$78,453	\$79,630	\$80,705
After 1 year	\$84,057	\$85,318	\$86,470
After 18 months	\$89,661	\$91,006	\$92,234
After 2 years	\$95,264	\$96,693	\$98,000
After 3 years	\$100,868	\$102,381	\$103,764

TRAINING DIVISION

Classifications	Salary Rate
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Director of Training	135%
Assistant Director of	125%
Training Instructor	117%
Platoon Training Instructor	117%

Electronics Technician Salary Rate

Start	65%
After 6 months	70%
After 1 year	75%
After 18 months	80%
After 2 years	85%
After 3 years	90%

CLERICAL/ADMINISTRATIVE DIVISION

Classifications

Salary Rates

**Administrative Clerk-Training;
Administrative Clerk – Apparatus;
Administrative Clerk - Administration**

	<u>Jan 1/20</u>	<u>Jan 1/21</u>	<u>Jan 1/22</u>	<u>Jan 1/23</u>
Start	\$46.606	\$47.072	\$47.543	\$48.256
After 6 months	\$50.818	\$51.326	\$51.839	\$52.617
After 1 year	\$55.024	\$55.574	\$56.130	\$56.972
After 18 months	\$59.212	\$59.804	\$60.402	\$61.308
After 2 years	\$63.403	\$64.037	\$64.677	\$65.647
After 30 months	\$67.593	\$68.269	\$68.952	\$69.986

	<u>July</u>	<u>Jan 1/24</u>	<u>July 1/24</u>
Start	\$48.956	\$49.690	\$50.361
After 6 months	\$53.380	\$54.181	\$54.912
After 1 year	\$57.798	\$58.665	\$59.457
After 18 months	\$62.197	\$63.130	\$63.982
After 2 years	\$66.599	\$67.598	\$68.511
After 30 months	\$71.001	\$72.066	\$73.039

STORES DIVISION**Classifications****Salary Rates****Stores Clerk**

	Jan 1/20	Jan 1/21	Jan 1/22	Jan 1/23
Start	\$56,736	\$57,303	\$57,876	\$58,744
After 6 months	\$60,833	\$61,441	\$62,055	\$62,986
After 1 year	\$65,476	\$66,131	\$66,792	\$67,794
After 2 years	\$70,126	\$70,827	\$71,535	\$72,608
After 3 years	\$74,774	\$75,522	\$76,277	\$77,421
After 4 years	\$79,420	\$80,214	\$81,016	\$82,231

	July 1/23	Jan 1/24	July 1/24
Start	\$59,596	\$60,490	\$61,307
After 6 months	\$63,899	\$64,857	\$65,733
After 1 year	\$68,777	\$69,809	\$70,751
After 2 years	\$73,661	\$74,766	\$75,775
After 3 years	\$78,544	\$79,722	\$80,798
After 4 years	\$83,423	\$84,674	\$85,817

The "Compensation Plan" as set out in this Article 11.00 satisfies Provincial Pay Equity legislative requirements within this bargaining unit and shall be posted accordingly.

- 11.01 (a) Each employee in the Fire Prevention, Training or Apparatus Divisions, who, on the direction of, or with the approval of their Division Head, assumes the duties of, or acts in the capacity of, an officer or a Classification paying a higher rate of salary, shall be paid such higher rate of salary in respect of each such shift they so act, provided the employee so acts for a minimum of one-half or more of the hours of the said shifts.

Each employee in the Fire Fighting Division, with the exception of Fire Fighter Second Class, Third Class, Fourth Class or Fifth Class, who, on the direction of, or with the approval of their Platoon Chief, assumes the duties of, or acts in the capacity of an officer or a classification paying a higher rate of salary, shall be paid such higher rate of salary in respect of each such shift they so act and shall be paid at the rate of the higher classification, on an hourly basis for the hours in which they act in that capacity. The hours an employee acts will be submitted on the appropriate form, and each instance in which an employee acts shall be recorded to the nearest complete hour.

- (b) It is understood and agreed to by the parties that the Fire Chief shall have

the authority to assign members of the Department to the Training Division, from the applicants to the Annual Bulletin, for the purpose of acting as a Training Instructor for periods of time as is are required, and that any such employees assigned will receive the rate of pay of a Training Instructor (117%) while performing the training duties as assigned. If such assignment deprives the employee of acting in a higher capacity than their permanent classification on their regularly assigned Platoon/Division, they shall receive the higher rate of salary of the assignment which they would have earned in the acting capacity.

It is understood that Management will issue an Annual Bulletin to solicit applicants to act as a Training Instructor in various training assignments. Following the closing date of such bulletin, the Association shall be provided with a list of all applicants.

The senior, qualified and capable person(s) from the list of applicants to the Bulletin will be assigned to assist the Director of Training for such periods of time as is required in the appropriate subject matter.

Notwithstanding the above provisions, should there be no applicants to the Annual Bulletin for a specific subject matter, it is further understood and agreed to by the parties that the Fire Chief shall have the authority to temporarily assign any member of the Department to the Training Division, to act as an Instructor, for periods of time as is required, with the rate of pay to be as stated in the first paragraph of this sub-section.

No employee below the classification of 4th class Firefighter shall be seconded outside the Fire Fighting Division during their year of probation unless mutually agreed upon by the parties.

Notwithstanding the provisions of sub-section 4.01 the normal hours of work for employees assigned or appointed to the Training Division may vary according to the needs of the Division, Monday through Friday, inclusive of each week, not to exceed forty (40) hours per week.

- (c) Employees (other than Supervisors) in divisions other than Fire Fighting and Training, designated by the Employer to perform training (i.e., program development, delivery and evaluation) shall receive a premium for the period that they are so designated, at a rate of 115% of the employee's current rate of pay. For better certainty, it is understood that routine job familiarization duties and orientation sessions, such as job shadowing programs, shall not attract a premium rate.
- (d) The London Fire Department shall provide one (1) opportunity per year for Officers to participate in Level 1 and Level 2 Training Instructor Courses. Participants shall be selected in order of seniority. Those Officers who achieve certification in the aforementioned Instructor Courses, and who are certified in the appropriate subject area, where applicable, shall be selected

in accordance with Article 11.01 (b).

In such cases where the subject is not an accredited course, and where the instructor could not achieve certification as an instructor because there were insufficient vacancies in an Instructor course, they will be eligible for secondments.

Officers assigned to the training division, performing the duties of training instructor, shall receive their salary plus a 15% premium and shall not receive acting pay per Article 11.01 (b).

11.02 The probationary period of any "Fire Fighter 5th Class, Probationary ", may be extended for a period not exceeding three (3) months, on the written consent of the Association and the Chief of the Department.

11.03 Employees shall be reclassified and paid as Fire Fighter 4th Class on completion of one years' service and on qualifying for advancement as hereinafter provided; likewise such Fire Fighter 4th Class shall be reclassified and paid as Fire Fighter 3rd Class on completion of two years' service and on qualifying for advancement as hereinafter provided; likewise such Fire Fighter 3rd Class shall be reclassified and paid as Fire Fighter 2nd Class on completion of three years' service and on qualifying for advancement as hereinafter provided; likewise such Fire Fighter 2nd Class shall be reclassified and paid as Fire Fighter 1st Class on completion of four years' service and on qualifying for advancement as hereinafter provided.

Periods of service shall be calculated from the commencement of the probationary period. To qualify for advancement to the classification of Fire Fighter 4th Class, Fire Fighter 3rd Class, Fire Fighter 2nd Class and Fire Fighter 1st Class, such employees shall successfully complete examinations, practical, written or oral; such examinations shall be arranged by the Employer to ensure that examinations are completed for each employee in each classification within the following periods:

Such Fire Fighter 5th Class , Probationary advancing to Fire Fighter 4th Class, within a period of not less than thirty-six calendar weeks and not more than forty calendar weeks computed from the date upon which the employee was reclassified as a "Fire Fighter 5th Class, Probationary ".

Such Fire Fighter 4th Class advancing to Fire Fighter 3rd Class, within a period of not less than thirty-six calendar weeks and not more than forty calendar weeks computed from the date upon which the employee was reclassified as a Fire Fighter 4th Class.

Such Fire Fighter 3rd Class advancing to Fire Fighter 2nd Class, within a period of not less than thirty-six calendar weeks and not more than forty calendar weeks computed from the date upon which the employee was reclassified as a Fire Fighter 3rd Class.

Such Fire Fighter 2nd Class advancing to Fire Fighter 1st Class, within a period of

not less than thirty-six calendar weeks and not more than forty calendar weeks computed from the date upon which the employee was reclassified as Fire Fighter 2nd Class.

- 11.04 Each employee shall be advised in writing within three weeks following such examinations whether or not they have qualified for advancement to the next classification; all such examinations shall be conducted by the Chief of the Department - primarily through the Training Division, and the same shall reasonably relate only to the subject matter of the course of training and instruction given such Employee while serving in the classification; all such examinations shall be arranged and conducted on a reasonable, fair and equitable basis, and the content, assessment and marking of the same shall be such as to determine whether or not the employee has acquired a reasonable and working knowledge of the subject matter covered in their course of training.
- 11.05 Each employee in the classification of "Fire Fighter 5th Class, Probationary" "Fire Fighter 4th Class", "Fire Fighter 3rd Class" or "Fire Fighter 2nd Class" not notified within their period of service in such classification, as hereinafter specified, shall be deemed to have qualified for the next higher classification, namely:
- "Fire Fighter 5th Class, Probationary" within a period of the first ten months of their service as "Fire Fighter 5th Class Probationary", "Fire Fighter 4th Class" within a period of the first ten months of their service as "Fire Fighter 4th Class", "Fire Fighter 3rd Class" within a period of the first ten months of their service as "Fire Fighter 3rd Class", "Fire Fighter 2nd Class" within a period of the first ten months of their service as "Fire Fighter 2nd Class".
- 11.06 The question as to whether or not an examination has been arranged, conducted, marked or assessed, as in this Agreement provided, may be the subject matter of a grievance by the Association, or the employee, commencing at Step 2 of the Grievance Procedure, the grievance being filed or submitted to the Fire Chief within ten days after the employee has been given notice, as aforesaid, as to whether or not they have qualified for advancement, as aforesaid. If any such grievance is resolved in favour of the Association or the employee, the employee shall be deemed to have qualified by the examination, and shall be reclassified and paid at the rate of the higher classification for which they are deemed to have qualified, as of the date and in the same manner as if they had qualified by such examination.
- 11.07 The Association will be advised of the time and place of all such examinations, including the Corporation's intention to conduct simultaneous examinations. A member of the Executive of the Association may be present at all such examinations, written, oral or practical, as an observer, and on request of the Association, with the consent of the employee, will be furnished promptly with the particulars of the examinations of any such employee and the marking and assessment thereof. Examination participants will be apprised of the value of each written examination question as part of the overall value of the examination.

11.08 Experience Pay

(1) All classifications within the bargain unit are entitled to experience payments which are all calculated as a percentage of the 1st Class Fire Fighter salary rate at the relevant time. This amount shall be divided and paid bi-weekly at the same time as the normal salary payment. For the purposes of calculating overtime, vacation pay, Statutory Holiday pay, pension contributions, maternity and parental leave top up and sick pay, the experience payment shall be added to the salary payment.

These calculations are as follows:

Effective January 1, 2020

3%	\$3048.00
6%	\$6097.00
9%	\$9145.00

Effective January 1, 2021

3%	\$3079.00
6%	\$6158.00
9%	\$9237.00

Effective January 1, 2022

3%	\$3110.00
6%	\$6219.00
9%	\$9329.00

Effective January1, 2023

3%	\$3156.00
6%	\$6313.00
9%	\$9469.00

Effective July 1, 2023

3%	\$3202.00
6%	\$6404.00
9%	\$9607.00

Effective January 1, 2024

3%	\$3250.00
6%	\$6500.00
9%	\$9751.00

Effective July 1, 2024

3%	\$3294.00
6%	\$6588.00
9%	\$9882.00

(2) i) Employees who have completed eight (8) years of service with the London Fire Department shall be entitled to receive an experience payment of 3%.

ii) In the same fashion, employees who have completed seventeen (17) years of service with the London Fire Department shall be entitled to receive an experience payment of 6%.

iii) In the same fashion, employees who have completed twenty-three (23) years of service with the London Fire Department shall be entitled to receive an experience payment of 9%.

11.09 (a) Employees shall only be permitted to write "qualification" examinations for classifications designated to be within a Division in which they are permanently assigned and for which they possess the minimum education and experience and such opportunities to "qualify" shall be offered in order of seniority within the Division in which the Administration seeks to promote or to "qualify" for the purposes of acting.

The frequency of such examinations and number of individuals to be qualified at any one time will be at the discretion of the employer, however, the employer shall ensure that a sufficient number of personnel shall be "qualified" so as to meet its obligations defined within this Agreement, and any other agreements it may have with the Association.

(b) Employees may apply for posted vacancies that are outside their permanently assigned Division and will be permitted to participate in a "qualification" process. If such employees are unsuccessful in their attempt to fill the vacant position, they shall not be deemed to be "qualified" to work nor act in that Division by virtue of writing the examination and must re-qualify for each subsequent vacancy.

11.10

- (a) Promotional exams with a pass mark of 70% shall be provided for the position of Captain. Such exams shall be conducted in accordance with Articles 11.04, 11.05, 11.06, 11.07, 11.09, and 11.11 of this agreement.
- (b) Promotional exams shall be required for the positions of Chief Fire Prevention Officer, Director of Training, Supervisor of Apparatus, Supervisor of Communications and Information Systems, Assistant Chief Fire Prevention Officer, and Assistant Director of Training. A passing mark shall be 80% in each of the oral, written and practical components. Such exams shall be conducted in accordance with Articles 11.04, 11.06, 11.07, 11.09 and 11.11 of this agreement.

11.11

An employee who has failed to qualify for advancement to the next higher classification or rank, shall present themselves at the two subsequent examinations of the type at which they failed to qualify, or shall be required to decline, in writing, further promotions; subsequent examinations shall be arranged and held, if requested or required, at intervals of not more than approximately (3) months from the date the employee failed to qualify.

ARTICLE 12 - PROMOTIONS AND SENIORITY

12.00 (a)

Seniority with the Fire Department a Division of the City Manager's Department, shall be as listed on the Seniority Roll which commenced with and is based upon the Seniority Roll dated December 31st, 1967. In January of each year, the Corporation will update the Seniority Roll and will deliver copies to the Association. Complaints about the accuracy of the Seniority Roll will be considered within thirty days of the date of such delivery and if no complaints or grievances are received within that time, the list shall then be deemed to be accurate. Such Seniority Roll shall determine seniority of service; new employees on completion of their probationary period shall be placed on the seniority list with seniority as of the date of commencement of employment; where a number of new employees commence their employment on the same date, their order of seniority on that date shall be determined by the Chief of the Department, primarily through the Training Division, who have conducted examinations prior to the completion of their probationary period, such determination shall be based upon the average of the examination results for examinations conducted in accordance with Article 11 of this Agreement conducted within the first year of employment. Such determination shall be based on the following formula:

- 25% recruit program examinations
- 30% 6 month review examination

- 45% 1 year qualification examination

This determination shall be final. In the event of layoff prior to the completion of the examinations the seniority shall be determined based on the average of the examinations taken up to date of layoff with the higher seniority accorded to the employee with the higher average. Former employees re-entering the service after continuity of service has been broken by any reason (Her Majesty's Service excepted) shall be considered new employees and seniority shall start as of the date they recommence work in one of the job classifications set forth in Article 11. Provided, however, that in determining seniority any employee laid off for no fault of their own shall retain credit for the employment in said job classification, served prior to such lay-off, subject to the employee returning to employment in the Department when recalled.

- (b) Seniority within the Communications Division shall be as set out in Schedule "B", the Communications Centre Seniority Roll (attached). In January of each year, the Corporation will update the Communications Centre Seniority Roll and deliver copies to the Association. Complaints about the accuracy of the Seniority Roll will be considered within thirty days of the delivery date.

New employees within the Communications Division on completion of their probationary period shall be placed on the seniority list with seniority as of the date of commencement of employment. Where an employee transfers from another department to the Communications Centre, the employee shall retain seniority with the City for the purpose of determining vacation but seniority for the purpose of job posting shall begin from the date of employment with the Fire Department. In the event of layoffs seniority shall begin from the date of appointment to the Communications Centre.

Seniority of Communication Operators shall be considered broken for the following reasons:

- (i) if the employee terminates employment for any reason;
- (ii) if the employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (iii) if an employee who has been laid off does not report for work within fourteen calendar days of recall;
- (iv) if an employee is absent from work without permission for five or more consecutive working days.

12.01 Where an employee transfers from another civic department to the Fire Department, they shall retain their overall seniority in service with the City for the purpose of determining employee benefits, but their seniority for the purpose of service pay shall only begin from the date of their enlistment or appointment to

one of the classifications in the Fire Department as set forth in Article 11 hereof.

12.02 No position in the Department which has become vacant by reason of death, resignation or dismissal of an employee and which has not been abolished, shall be left unfilled for a period of more than three (3) months. Pay of rank or appointment shall commence from the date on which the pre-noted employee assumes the duties of the vacant position.

12.03 Recommendations for all promotions, transfers or appointments to all officer ranks above 1st Class Fire Fighter shall be made by the Fire Chief and promotions, transfers and appointments to all such ranks shall be based on seniority, qualifications and capabilities unless the most senior employee is not qualified or is not capable of performing the duties of the position or appointment in question, in which event the promotion, transfer or appointment shall be effected in favour of the most senior employee who is qualified and capable of performing the duties of the position or the promotion, transfer or appointment in question.

Promotions/Transfers or Appointments to District Chief

The following process shall be used for promotions, transfers or appointments to the rank of District Chief.

Step 1

Employees who occupy the rank of Captain shall be offered the opportunity to take the Senior Officer Development Program until the program is full at a maximum of 12 participants. Opportunities to take the Senior Officer Development Program will be offered by seniority (most senior to least senior).

Senior Officer Development Program (SODP)

The Fire Chief shall determine the content of the SODP. Any Ontario Fire College courses included in the SODP will be marked by the Ontario Fire Marshall. All other exams will be marked by Fire Administration and a member of the Training Division.

All mandatory courses and exams within the SODP (for example, Fire Officer III) must be completed with a minimum of a 70% pass rate. For clarity, the employee must achieve a minimum of 70% on each individual assessment as required. Each candidate has up to 3 chances to successfully complete SODP assessment.

Candidates who successfully complete Step 1, proceed to Step 2. Candidates who fail to complete Step 1 will be removed from the process and will not be considered for promotion, transfer or assignment to the rank of District Chief.

Step 2

Candidates shall participate in the following assessments as determined and set by the Fire Chief.

1. Written exam 25% - this exam will be marked by Fire Administration and an employee in the Training Division. A member of the LPFFA executive may attend as an observer.
2. Oral presentation 25% - this shall be marked by Fire Administration. A member of the LPFFA executive and a member of the Training Division may attend as observers.
3. Interview 25% - this shall be marked by Fire Administration. A member of the LPFFA executive may attend as an observer.
4. Practical incident command evaluation 25% - this shall be marked by Fire Administration. A member of the LPFFA executive and a member of the Training Division may attend as observers.

Fire Administration will conduct and grade all assessments outlined in accordance with the provisions above. Candidates must achieve a minimum of 70% on each assessment. Each candidate has up to 3 chances to successfully complete the above assessments. However, it is the first mark on each assessment that will be used for the purposes of assigning the candidate to the appropriate Group in Step 3.

Step 3

Successful candidates will be placed in one of two groups based on adding the results from each of the four assessments in Step 2 above, expressed as a percentage. For clarity, the candidate's results for each of the assessments will be converted to a mark out of 25 and then added to achieve a mark out of a total of 100, and this mark will be expressed as a percentage.

- Group 1 – 85-100%
- Group 2 – 70-84.9%

Within each group, successful candidates are ranked by seniority (e.g. #1 is the most senior, #2 is the next senior etc.)

A promotional and qualified acting list for the District Chief classification will be created from the above group or groups and identified by the year in which the list was created. With Group 1 first, followed by Group 2 to a maximum of 12 qualified employees to fill acting and/or permanent positions/assignments.

A permanent vacancy in the District Chief classification shall be filled by offering to the first person on the earliest list. The earliest chronological list will take precedence, for example the 2022 list precedes any subsequent list.

Qualifications for Senior Qualified Firefighter and above in rank in the Fire Fighting Division shall reflect a minimum experience requirement of ten years in the Fire Fighting Division.

All promotions within the non-fire fighting Divisions, (Fire Prevention, Training, Communications, Apparatus, Clerical), shall be subject to a trial period in these capacities for a period of time not to exceed six months.

If, during this trial period, an employee is deemed unacceptable in the position, or if the position is unacceptable to the employee, they will be returned to the fire fighting or non-fire fighting Division at the same classification they had at the time of their appointment. In such event, no demotion or reversion shall occur to any other employee who has been appointed to that rank or classification to fill the vacancy caused by the original promotion. The returning employee will be eligible for the next promotion which occurs in that rank or classification in the system of seniority and qualifications for promotion as set forth in the Collective Agreement.

Notwithstanding the foregoing, and without restricting the employer's right to transfer, an employee requesting a transfer to another Division, as defined in 12.06, will be ineligible for promotion in that Division for a period of 24 months from date of transfer, appointment, assignment or promotion. In addition, newly hired employees shall similarly be ineligible for promotion for a period of 24 months from their date of hire.

In the event that no applicant for a promotion has the required 24 months in the Division, the Corporation shall appoint the senior, qualified and capable applicant into the vacant position.

Notwithstanding the entitlements under Articles 11 and 12, new employees who are hired on or after April 21, 2017 into positions within the Fire Prevention Division, Apparatus Division, Training Division, Communications Division, Clerical/Administrative Division and Stores Division will not be eligible to apply for any job posting outside their Division for 60 continuous months of employment (inclusive of the probationary period) from the date of hire.

12.04 Notice of all vacancies for positions within the bargaining unit and the request for applications for the vacancy, shall allow the employee at least thirty (30) days notice to make application. Official notice of all appointments, promotions or transfers shall be forwarded to the President of the Association when approved by the City Manager and the Director of People Services. The Fire Chief shall advise the President of the Association of such appointments, promotions and transfers as they occur.

12.05 (the provisions of this sub article are not applicable to the job classification of Communication Operator)

Except upon mutual agreement of the Parties, there will be no revision or change in the existing ranks or job classifications set forth in Article 11.00 hereof. The Employer may establish a new rank or ranks in addition to those referred to in Article 11.00 hereof, provided that at least fifty (50) days prior to the introduction thereof, it submits to the Association, a detailed job description of such new rank and the applicable salary, and during the said period of fifty (50) days negotiates

and bargains in good faith with the Association with a view to securing agreement and consent of the Association to the introduction of the new rank, the job description therefore and the applicable salary. Failing agreement of the Parties, as aforesaid, within the said period of fifty (50) days, either of the Parties may refer the matter to Arbitration within a period of fifteen (15) days following the expiration of the said fifty (50) days, to fix and determine the proposed new rank, the job description therefore and the salary to be paid for the same. Pending the Arbitration Award, the Employer may introduce the new rank, job description and salary which shall be altered, adjusted or amended in accordance with the Arbitration Award. The Parties agree that the Arbitration Board shall be authorized to settle and determine the said rank and the job description and salary therefore. The Parties agree that the salary of any existing employee will not be decreased by the introduction of any such additional rank, and that the job description in respect of any such additional rank shall be substantially and clearly different than the job description of any existing rank.

12.06 (a) For the purpose of promotion, the following Divisions shall be recognized:

Fire Fighting

Training

Fire Prevention

Communications

Apparatus

Clerical/Administrative

Stores

- (b) Promotions within each Division shall be made in accordance with Article 12.03.
- (c) In the event that there is no successful applicant from within a Division, an employee from outside that Division may be appointed in accordance with Article 12.03.
- (d) In the event that there is no successful applicant as determined by the requirements of Article 12.03, from within the employee group, the Employer shall be free to make such appointment as it deems proper.
- (e) In the event of a transfer to the Fire Fighting Division, the employee who is transferring must first meet entry level requirements as established by the Department.

12.07

- (a) All employees will be offered an opportunity to qualify for promotion under the Educational and Promotional Policy according to their order of seniority.
- (b) All employees, as defined in 12.07 (a), shall indicate their intent to either;
 - (i) Qualify for promotion as per the Collective Agreement,
 - or;
 - (ii) Indicate that they will not participate in the qualification process for promotion now, or in the future.
- (c) An employee who indicates that they are not interested in participating in the qualification for promotion process, shall not be offered any promotional opportunities in the future; and further, they permanently decline any future promotional opportunities to higher classifications within their division as per the Collective Agreement.
- (d) If an employee elects to qualify and meets the Department's qualification standards, they will then be placed on the respective "Qualified Acting List", and shall act in that respective higher classification, by their order of seniority, when notified to do so. If at any time in the future the employee decides that they have no further desire to act in the respective higher classification, that employee may then indicate in writing to the Fire Chief of their desire to be removed from the "Qualified Acting List".
- (e) Should an employee request to be removed from the "Qualified Acting List", they will be given a sixty calendar-day period from the date that their letter was received by the Fire Chief, in which to reconsider their intentions. If at the end of the sixty calendar-day period, the employee has not forwarded their written intention to the Fire Chief requesting to change their decision, their name shall then be permanently removed from the "Qualified Acting List"; this shall acknowledge that they will not be afforded any future promotional opportunities to a higher classification within their respective division in the Collective Agreement.
- (f) If an employee forwards a letter changing their intention to decline a promotion, as written in 12.07 (e), they shall then be placed on the "Qualified Acting List" once again. If an employee after having done so, once again elects to be removed from the "Qualified Acting List", they shall not be afforded the 60 calendar-days to reconsider their decision and shall be permanently removed from the "Qualified Acting List", acknowledging that they will not be afforded any future promotional opportunities to a higher classification within their respective division in the Collective Agreement.

ARTICLE 13 - LAY OFF AND RECALL

13.00 The Employer shall give a minimum of ninety (90) days notice to the Employee and the Association prior to lay-off of an employee; in the event of such lay-off the employee having the least seniority being laid off first provided, that in no circumstances shall the result jeopardize the effective operation of the Department. Notice shall be given personally to the affected employee, or by Registered Mail to their last known address on file in the Human Resources Office.

An employee who is given notice of a lay-off has the right to transfer to a position in which a less senior employee is incumbent, provided, the senior employee has the necessary skill, abilities and qualifications to perform the duties of the position held by the junior employee.

The least senior employee in the position to which the senior employee has transferred, then assumes the notice of lay-off, with the balance of time remaining, and can themselves exercise the right of transfer assuming they are senior to another employee and have the necessary skill, abilities and qualifications.

When notice of lay-off is given to any employee, the employee has 5 days to give written notice to the Fire Chief that they intend to exercise this right of transfer to another position. Failure to give such notice within this time limit will mean the employee will forfeit any right to transfer in accordance with this article.

Employees laid off shall be recalled to duty in order of their seniority, provided they possesses the necessary skill, abilities and qualifications to perform the job in question; notice of recall shall be given by the Corporation by Registered mail to the address of the laid off employee, as recorded on file in the Human Resources Office. The delivery date record of the Post Office will be the determining date with respect to giving notice of intention to comply with the recall request. Upon receipt of such notice, the laid off employee shall return to work within five (5) days, or shall forfeit their claim of employment and be deemed to have terminated their service.

No new employee without seniority shall be hired until all employees laid off have been recalled to duty, provided that in no circumstances shall the result jeopardize the effective operation of the Department.

Employee benefits terminate upon lay-off, except that an employee may continue their coverage in the Employer's group insurance plans for up to eighteen (18) months after lay-off, provided that they pay to the City Treasurer the full premium cost of such participation, not later than the twenty-fifth (25th) day of the month prior to the month of which the payment becomes due. If such payment is not made as aforesaid, the employee's participation in these plans shall be terminated forthwith.

ARTICLE 14 - COLLECTION OF CREDIT UNION PAYMENTS

14.00 Subject to The Wages Act and "Credit Unions and Caisses Populaires Act", the Employer shall upon receiving written request from any employee deduct from the salary payable to such employee at each time of payment of salary the amount specified for Credit Union Payments.

ARTICLE 15 - LEAVE OF ABSENCE

15.00 (a) Five (5) members of the total Association Executive shall be granted such leave of absence with pay, including acting pay if applicable, as may be necessary for the purpose of renegotiating the Collective Agreement with the Corporation, on mutually agreeable dates, when such meetings are convened on a regularly scheduled working shift of a member of the Executive.

(b) Members of the Association Executive, will be paid where engaged in the proper performance of Association duties, up to and not to exceed 840 hours (70 shifts x 12 hours) per year, not to include grievance and/or arbitration hearings as set out in Article 21.00 (b) of the Collective Agreement. Prior notification of the use of such shifts shall be given to the Fire Chief.

15.01 Any employee, who is elected or appointed on a full-time basis, as an Officer of the Ontario Professional Fire Fighters Association or the International Association of Fire Fighters, AFL-CIO, or the Canadian Association of Fire Fighters, or, the full-time President of the London Professional Fire Fighters Association shall be granted Leave of Absence without pay and without benefits except as hereinafter provided in this article, and without loss of seniority for one consecutive period of not exceeding two (2) years. While on such Leave of Absence, the employee may make across the counter payments to continue their medical, hospital, pension and other benefits under this Agreement.

15.02 (a) The Corporation will grant Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act, 2000, S.O. 2000, c.41. Regular full time employees on maternity leave as provided for under this agreement who are in receipt of employment insurance maternity benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit. This benefit will be equivalent to the difference between seventy-five (75%) percent of regular bi-weekly earnings and the sum of bi-weekly employment insurance benefits and any other earnings.

Regular full time employees on a parental leave as provided for under this agreement who are in receipt of employment insurance parental leave benefits pursuant to the *Employment Insurance Act* shall be paid a

supplemental unemployment benefit for a maximum of 10 (ten) weeks. This benefit will be calculated as the difference between seventy-five percent (75%) of the employee's regular bi-weekly earnings and the sum of the bi-weekly employment insurance (EI) benefits and any other earnings.

For the purposes of calculating the parental leave supplemental unemployment benefit, the bi-weekly EI benefit will be based on the bi-weekly EI benefit that is payable or would be payable to the employee without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act* (i.e. 55% of regular weekly earnings up to the regular maximum weekly EI benefit).

- (b) An employee's seniority and vacation credits shall continue to accumulate during such leave.
- 15.03 A Communication Operator absent from duty for a continuous period exceeding twelve (12) months shall accumulate annual vacation, statutory leave, paid holiday leave, and sick leave benefits during the first twelve (12) months of absence only, after which, such benefit accumulation will cease. Upon return to regular duty such member shall be entitled to accumulate such benefits prorated, on a monthly basis.

ARTICLE 16 - BEREAVEMENT

- 16.00 (a) In the case of the death in the immediate family of an employee, namely spouse, common-law spouse, child, mother, father, sister or brother, the employee shall be granted Leave of Absence with pay up to:
- (i) three (3) consecutive calendar days for all employees, except those assigned to the Fire Fighting Division, one of which must be the day of the funeral.
 - (ii) two (2) twenty-four hour shifts for employees assigned to the Fire Fighting Division, one of which must be the day of the funeral and both those days must be within a two (2) day tour of duty.
 - (iii) three (3) consecutive calendar days (10.75 hrs) for Platoon Training Instructors assigned to the Fire Fighting Division, one of which must be the day of the funeral.
- (b) In the case of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, son-in-law, daughter-in-law or grandchild, the employee shall be granted Leave of Absence with pay up to:
- (i) two (2) consecutive calendar days for all employees, except those assigned to the Fire Fighting Division, one of which must be the day of the funeral.

- (ii) two (2) twenty-four hour shifts for employees assigned to the Fire Fighting Division, one of which must be the day of the funeral and both those days must be within a two (2) day tour of duty.
 - (iii) two (2) consecutive calendar days (10.75 hrs) for Platoon Training Instructors assigned to the Fire Fighting Division, one of which must be the day of the funeral.
- (c) It is understood and agreed that to be entitled to such Leave of Absence with pay in (a) or (b) the following conditions apply:
 - (i) Employees, with the exception of those assigned to the Fire Fighting division, must be scheduled to work a day or night shift on the day of the funeral, as applicable, and shall attend the funeral of the deceased relative.
 - (ii) Employees assigned to the Fire Fighting Division shall be scheduled to work a twenty-four (24) hour shift on the day of the funeral, and shall attend the funeral of the deceased relative.
- (d) In the case of the death of an employee's uncle, aunt, cousin, nephew, niece, sister-in-law, or brother-in-law, the employee shall be given Leave of Absence with pay up to one (1) shift. It is also understood and agreed that the employee to be entitled to such one day Leave of Absence with pay must be scheduled to work a shift on the calendar day of the funeral and shall attend the funeral of the deceased relative.
- (e) Where a funeral is noted in this Article, it shall be read to include such other events that may be held for the person who has died to commemorate their life, for example, celebration of life or memorial service.

ARTICLE 17 - PENSIONS AND RETIREMENT

- 17.00 Each employee shall be entitled to the benefits and privileges of the Ontario Municipal Employees' Retirement System and the Canada Pension Plan. The mandatory retirement age for members of the Fire Department, excluding Communication Operators, is 60 years of age.
- 17.01 The Employer will purchase and provide all employees, excluding Communication Operators, with a Type I Past Service only OMERS Supplementary Benefit Plan with a two per cent (2%) formula -normal retirement age of 60 years with total cost paid by the Employer - and with the CPP being integrated at 65 years of age -the same to be effective and provided as of January 1, 1980.
- 17.02 Subject to the provisions of the Municipal Act, the Ontario Municipal Employees Retirement Systems Act and the regulations thereunder, the parties agree that the pensions applicable to the Communication Operators shall be in accordance with the By-law of the Corporation of the City of London providing for basic pensions

for the employees of local Boards of the said Corporation and By-laws A-4125-536 and attached agreement and A-4440-256 and attached agreement.

That effective 1 JAN 83 the employer shall provide OMERS Type I and OMERS 90 Plan to provide an unreduced early retirement benefit for Communication Operators.

Ontario Municipal Employees Retirement System pensionable earnings will be based on regular or base earnings only.

- 17.03 Effective July 1, 1996, employee pension groups shall be defined as comprising a "Fire Fighting" group and a "Non-Fire Fighting" group. The firefighting group shall be defined as an OMERS Type I Normal Retirement Age 60 (NRA 60) plan. Participating in this plan shall be all employees of the Fire Fighting and Training Divisions, and those employees not employed in the Fire Fighting division who participated in the OMERS Type I NRA 60 plan prior to July 1, 1996 and who continue to be employed in the Fire Department.

The Non-Fire Fighting group shall be defined as OMERS Type I NRA 65. All employees hired after July 1, 1996 except those working in the Fire Fighting and Training Divisions shall participate in the Non-Fire Fighting pension group, as shall those employees who did not participate in the OMERS Type I NRA 60 pension plan prior to July 1, 1996.

ARTICLE 18 - UNIFORMS AND EQUIPMENT

- 18.00 (a) On commencement date of employment, all Fire Department personnel shall receive an initial issue of uniform consisting of one uniform jacket and two pair of matching trousers; three pair of fatigue pants; five short-sleeved shirts with shoulder flashes (or long-sleeved shirts, if requested); one pair of shoes; one cap; one tie; one all season jacket; three t-shirts, one white uniform dress shirt; one sweatshirt; one fatigue hat and one winter hat.

On completion of the employee's first year of service, they shall receive an additional issue of uniform consisting of one uniform jacket and two pair of matching trousers; three pair of wash and wear trousers; five short-sleeved shirts with shoulder flashes (or long-sleeved shirts, if requested).

All Fire Department personnel assigned to other than fire fighting duties shall receive a yearly issue consisting of five short-sleeved shirts with shoulder flashes (or long-sleeved shirts, if requested).

- (b) UNIFORMS: Uniforms are to be patterned identically to the Canadian Armed Forces uniform pattern and the material used in its manufacture shall be of an "all season" weight. Buttons on uniforms and hat badges for all employees shall be silver or chrome in colour, except as otherwise herein specified. Buttons, badges and arm band insignia on uniforms and

hat bands and badges, shall be gilt in colour for the following personnel:

- All Officers of the Fire Fighting Division
- Chief Fire Prevention Officer
- Director of Training
- Assistant Director of Training
- Assistant Fire Prevention Officer

(As specified in Article 11.00)

Notwithstanding the above, the clerical staff will receive a long winter coat and one pair of dress shoes.

- (c) ALL SEASON JACKET: This jacket shall be as approved by the Parties.
- (d) WORK WEAR: shall include shirts, t-shirts, sweatshirt, pants and any other articles of clothing negotiated by the Parties through the term of the agreement.
- (e) FOOTWEAR: shall be black in colour, safety type, style and quality as negotiated by the Parties through the term of the agreement. Dress shoes for staff assigned to the Clerical/Administrative Division, should be black in colour, style and quality as negotiated by the Parties.
- (f) HEAD WEAR: shall be issued with badges and the appropriate insignia, style and quality as negotiated by the Parties through the term of the agreement.
- (g) FATIGUE HEADWEAR: one fatigue hat and one winter hat shall be issued as required to a maximum of one per year.
- (h) Additional issues of all items of clothing specified in (a), and described in (b), (c), (d), (e), and (g) of this Article will be provided on an "as required" basis.
- (i) When standards on fire retardant work clothing are established and released by the Ontario Ministry of Labour, such standards will be adopted by the department, and used for any tender calls issued after the release of the standards. Work clothing meeting those standards will then replace the work clothing set out in this Article. For purposes of clarity, the present work clothing is identified as the wash and wear trousers, and work shirts in a colour appropriate to rank.

18.01 CLOTHING ISSUE COMMITTEE

- (a) A Committee shall be formed to consider the need for replacement clothing, one representative selected by management (Deputy Fire Chief),

one representative selected by the Association, and a third representative selected by mutual agreement of both Parties.

- (b) The decisions of the majority of this Committee on the issue of replacement of clothing cannot be overruled and shall be binding on both Parties hereto.
 - (c) The Association and Management may change their member of this Committee after thirty days' notice. Notice to replace the Third Party, shall be sixty days' notice. Vacancies caused by death, dismissal, retirement, resignation, request to leave the Committee or Leave of Absence, shall be filled immediately.
 - (d) The Committee may, after a minimum of twelve (12) months and a maximum of eighteen (18) months' experience, recommend to the Association and Management that members who are abusing the "as required" system, be required to pay for the clothing next issued.
 - (e) The Committee shall examine the material or items which are submitted with the tenders.
 - (f) The Committee may make recommendations to the Corporation concerning the quality of the issued clothing and such recommendations shall be considered at the next tender call for the required items.
 - (g) The Committee is empowered, through the duration of the agreement, to review and analyze the type, material content, quality, fit and design of clothing supplied to the members of the Department. If its analytical process suggests changes or improvements are warranted, it may recommend to the Management and the Association changes to the type, quality, fit and design. The Association and Management may negotiate changes, through the course of the agreement, that include some or all of the recommendations. When such changes are negotiated they shall form the new standard.
- 18.02 Each Fire Fighter shall be supplied with clothes for fire fighting duty. All protective clothing shall meet a standard that was designed for the purpose of firefighting. Clothing shall consist of one pair of fire fighting boots, bunker type firefighting gear, one helmet, one flame retardant balaclava, one pair of mitts, one pair of safety firefighting gloves, and any other item of clothing as recommended by the Clothing Committee and subsequently agreed to by the Parties. All clothing to be furnished as required.
- 18.03 All articles of clothing and equipment supplied to employees shall have the Union Label attached thereto, wherever possible.
- 18.04 On resignation or dismissal, employees shall turn in the last issue of clothing of all work wear, uniform wear and protective clothing for firefighting duty if applicable. Members who retire will be required to turn in only protective clothing for fire

fighting duty if applicable.

18.05 Uniforms shall be tendered for and purchased on an open tender basis so that measurements and issue can be done at any time.

ARTICLE 19 - REGULATIONS

19.00 All regulations governing the Department shall from time to time be consolidated and printed in pamphlet form at the expense of the Employer, and a copy thereof shall be distributed to each employee. No rules, regulations or directives shall be instituted, promulgated or put into effect by the Employer which are contrary to, inconsistent with or at variance with any of the terms and provisions of this Agreement except with the Agreement in writing of the Parties hereto.

ARTICLE 20 - SAFETY

20.00 The Employer shall observe all reasonable precautions for the safety of the employees and shall, after consultation with the Association Safety Committee, supply such safety equipment as may be considered reasonably necessary.

20.01 All employees shall use safety equipment provided by the Employer, and co-operate with the Employer in the prevention of accidents.

20.02 (a) On each shift from the Fire Fighting Division where an Officer is absent from duty for any authorized reason, an Officer of the same rank or the most senior Officer or qualified employee, permanently assigned to the Division, below that rank, on duty on each such shift, shall be assigned from the respective group of Fire Fighters, to which the absent Officer is normally detailed, to fill the vacancy.

(b) In the absence of the Chief Fire Prevention Officer, the Assistant Chief Fire Prevention Officer or the next senior qualified Fire Prevention Inspector on duty shall be assigned to fill the vacancy as outlined below.

The Assistant Chief Fire Prevention Officer shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

(i) The Chief Fire Prevention Officer is absent due to vacation pursuant to Article 6;

or

(ii) The Chief Fire Prevention Officer is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The Assistant Chief Fire Prevention Officer will receive acting pay commencing on the 6th day following the start of the Chief Fire Prevention Officer's absence.

The next senior qualified Fire Prevention Inspector shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

- (i) The Assistant Chief Fire Prevention Officer is absent due to vacation pursuant to Article 6;

or

- (ii) The Assistant Chief Fire Prevention Officer is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The next senior qualified Fire Prevention Inspector on duty will receive acting pay commencing on the 6th day following the start of the Assistant Chief Fire Prevention Officer's absence.

- (c) In the absence of the Director of Training, the Assistant Director of Training or the next senior qualified Instructor on duty shall be assigned to fill the vacancy as outlined below.

The Assistant Director of Training shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

- (i) The Director of Training is absent due to vacation pursuant to Article 6;

or

- (ii) The Director of Training is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The Assistant Director of Training will receive acting pay commencing on the 6th day following the start of the Director of Training's absence.

The next senior qualified Instructor shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

- (i) The Assistant Director of Training is absent due to vacation pursuant to Article 6;

or

- (ii) The Assistant Director of Training is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The next senior qualified Instructor on duty will receive acting pay commencing on the 6th day following the start of the Assistant Director of Training's absence.

- (d) In the absence of the Supervisor of Apparatus, the Assistant Supervisor of Apparatus or the next senior qualified Mechanic on duty shall be assigned to fill the vacancy as outlined below.

The Assistant Supervisor of Apparatus shall receive acting pay pursuant to

Article 11.01(a) in the following circumstances:

- (i) The Supervisor of Apparatus is absent due to vacation pursuant to Article 6;
- or
- (ii) The Supervisor of Apparatus is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The Assistant Supervisor of Apparatus will receive acting pay commencing on the 6th day following the start of the Supervisor of Apparatus's absence.

The next senior qualified Mechanic shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

- (i) The Assistant Supervisor of Apparatus is absent due to vacation pursuant to Article 6;
 - or
 - (ii) The Assistant Supervisor of Apparatus is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The next senior qualified Mechanic on duty will receive acting pay commencing on the 6th day following the start of the Assistant Supervisor of Apparatus's absence.
- (e) In the event that an employee in the Clerical Division is assigned on a temporary basis to an acting assignment for a minimum of one week, the employee will be paid the next higher rate of the assigned position with a minimum rate increase of \$500.00 per annum retroactive to the first day of the assignment

20.03 Where the Chief of the Department, or their designated replacement, determines that a temporary vacancy in the office of Fire Chief, Deputy Fire Chief, Assistant Deputy Fire Chief, or Platoon Chief requires that the duties of that office be assumed, the Chief, or their designated replacement, shall assign a qualified officer in the Fire Fighting Division of the Department to assume such duties.

- (i) The annualized salary rate for those appointed to Platoon Chief will be 140% of a 1st class firefighters' rate.
- (ii) The annualized salary rate for those appointed to Acting Deputy Fire Chief will be 142% of a first class fire fighters' rate.
- (iii) The Corporation will apprise the Association of the terms and conditions of future appointments made under Article 20.03

20.04 (a)(i) On all shifts at each station where any of the following vehicles are assigned, namely: Pumpers, Aerials, Rescue vehicles, and any other vehicle which responds on the first response to a general alarm, save and

except all other vehicles not assigned to first line fire duty, or any Tanker(s), an Officer of the rank of Captain or above shall be assigned to be in charge of the same and where no such Officer is so assigned and on duty, the most senior Fire Fighter, qualified and capable as a Captain and who is on duty on the said shift, shall be assigned to be in charge of the same and be paid at the rate of a Captain on each such shift where they so act.

- (ii) Twelve (12) District Chiefs will be assigned to respond in command vehicles.
 - (iii) Article 20.04(a)(i) does not apply to vehicles operated by excluded positions.
- (b)(i) On all shifts at each station where any of the following vehicles are assigned, namely: Pumpers, Aerials, Rescue vehicles, in-service Tankers (total of two (2)), and any other vehicle which responds on the first response to a general alarm, save and except all other Department vehicles not assigned to first line fire duty, a Firefighter/Apparatus Operator shall be assigned to drive and operate the vehicle and where no such Firefighter/Apparatus Operator is so assigned and on duty, a Fire Fighter, qualified and capable as a Firefighter/Apparatus Operator, with 8 or more years of service, and who is on duty on the said shift, shall be assigned to drive the vehicle, noting that only those Fire Fighters, qualified and capable as a Firefighter/Apparatus Operation, with 8 or more years of service who have declined to participate in the Company Officer Development Program (CODP), shall be paid at the rate of a Firefighter/Apparatus Operator (as set out in Article 11.01) on each such shift where they so act.

If there are no Fire Fighters qualified and capable as a Firefighter/Apparatus Operator, with 8 or more years of service, on duty on the said shift, the most senior Fire Fighter, qualified and capable as a Firefighter/Apparatus Operator, and who is on duty on the said shift, shall be assigned to drive the vehicle and shall be paid at the rate of a Firefighter/Apparatus Operator (as set out in Article 11.01) on each such shift where they so act.

- (ii) Article 20.04(b)(i) does not apply to vehicles operated by excluded positions or District Chiefs.
- (c) An employee earning an acting rate of pay shall have same paid to them in the pay period following which it was earned.

20.05 All persons to have an annual medical by a physician of their choice and subsequently forward a wellness certificate completed by the examining physician to the medical section of the employer. It is the intent of the parties that the medical shall be the annual medical permitted by the Provincial Health Plan.

ARTICLE 21 - GRIEVANCE AND ARBITRATION

- 21.00 (a) It is the mutual desire of the Parties hereto that complaints and/or grievances of employees shall be adjusted as quickly as possible. It is understood that any employee, with or without the assistance of a member of the Grievance Committee of the Association, may present an oral complaint to their immediate superior at any time, without resorting to the Grievance Procedure. It is further understood that any employee may take their complaint beyond their immediate supervisor to the Division Head who shall be given the first opportunity to adjust their complaint. In discussing their complaint with the Division Head, they may be accompanied by a member of the Grievance Committee of the Association.
- (b) The Grievance Committee of the Association shall consist of not more than three (3) members of the Executive which members shall be entitled to attend at grievance or arbitration hearings arising from the administration of this Collective Agreement without loss of pay including acting pay if applicable. Where additional members of the Association Executive are required to attend such hearings, they may attend at the Association's expense, or as herein otherwise provided in the current Collective Agreement.
- (c) In this Article, "Grievance" shall be defined as being a difference of opinion arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (d) A grievance, at any Step, shall be deemed received by the Corporation if a member of the Association's Grievance Committee, or in their absence a member of the Executive, delivers a copy of the grievance to the Fire Chief, or any member of management defined in Article 1.00. Such grievance shall be date stamped or signed and dated by the recipient of the same.

STEP 1 - An employee's complaint which is not settled by the Division Head, as aforesaid, shall be reduced to writing in triplicate and shall be signed by the employee, or a member of the Grievance Committee, or both, and two copies of the same submitted to the Fire Chief within seven (7) days after the Division Head has answered the complaint, as aforesaid, or within fourteen (14) days of the circumstances giving rise to the grievance, whichever is the later. The Fire Chief, or in their absence, Deputy Fire Chief or Assistant Deputy Fire Chief shall deal with the grievance and give a decision in writing and deliver same to the Employee or member of the Grievance Committee signing the grievance as the case may be, not later than the seventh (7th) day following the day upon which it was received in writing.

STEP 2 - If the said grievance is not settled at Step 1 of the Grievance Procedure,

the same be submitted in writing by the employee or a member of the Grievance Committee to the Director of People Services of the Employer within seven (7) days following delivery of the decision at Step 1 of the Grievance Procedure, or within ten (10) days following submission of the grievance, to the Fire Chief, whichever is the later. The Director of People Services shall deal with the grievance and give their decision in writing and deliver same to the employee or a member of the Grievance Committee signing the grievance, as the case may be, not later than the tenth day following the day upon which the Director of People Services received the grievance. At this step the grievance may be submitted and submissions made respecting the same by any member or members of the Grievance Committee and/or the employee.

STEP 3 - Failing settlement of any grievance, under the foregoing procedure, which arises out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, the grievance shall be referred to arbitration and the same settled fully and conclusively without stoppage of work. If no written request for arbitration is received within fifteen (15) days after the grievance and delivery of the decision of the Director of People Services, as aforesaid, the grievance shall be deemed to be abandoned.

21.01 **ARBITRATION OF GRIEVANCE** - Either Party hereto may refer the grievance to arbitration and the referral shall be in writing, addressed to the other Party hereto. If the recipient of the notice and the Party desiring the arbitration do not, within 10 days, agree upon a single arbitrator, then a Chairperson of the said Board of Arbitration shall be appointed by the Minister, as so specified in the Fire Protection and Prevention Act, upon application to them by either of the Parties hereto.

21.02 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure within the time limits, herein specified.

21.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle this grievance.

21.04 Each of the Parties to an Arbitration with a single arbitrator shall share equally the costs of the arbitration proceedings and the cost of the arbitrator; in respect of a Board of Arbitration established pursuant to the Fire Protection and Prevention Act consisting of a Chairperson and two members, each Party shall assume its own costs of the arbitration proceedings and shall share the cost of the Chairperson (third arbitrator) equally.

21.05 The Board of Arbitration shall have no power to alter or change any of the provisions of this Agreement, or to substitute any new provisions, nor to deal with any matter not covered by this Agreement, provided, however, that where the

grievance, the subject matter of the arbitration, pertains to disciplinary action respecting an employee (including suspension or discharge) it is agreed that the Board may substitute in lieu of any such disciplinary action imposed or set to be imposed on an employee, such lesser disciplinary action as the said arbitrator may consider reasonable and just.

- 21.06 The decision of any Board of Arbitration shall be consistent with the terms and provisions of this Agreement.

Proceedings before the Arbitration Board shall be expedited by the Parties hereto. The decision of the Board of Arbitration shall be final and binding on both Parties to this Agreement.

- 21.07 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Association, will be final and binding upon the Employer, the Association and the Employees.

- 21.08 Any time limits referred to in the Grievance Procedure or arbitration, or any sub-section thereof, within which any procedure is required to be taken or notice required to be given; shall be calculated exclusive of Saturday, Sunday and Statutory Holidays, (as in this Agreement allowed), and may also be extended by mutual agreement of the Parties concerned.

- 21.09 **ASSOCIATION GRIEVANCE:** The Association may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of this Agreement, in writing, at Step 2 of the Grievance Procedure, provided it is presented within fifteen (15) working days after the circumstances giving rise to the grievance have originated or occurred. The grievance shall be processed through the subsequent steps of the grievance procedure and to arbitration as hereinbefore provided. The Fire Chief shall be copied on all Association Grievances submitted to the Director of People Services at Step 2 of the Grievance Procedure.

- 21.10 **EMPLOYER'S GRIEVANCE:** The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Association, or any Employee of this Agreement, in writing, at Step 2 of the Grievance Procedure, by forwarding a written statement of such grievance to the President of the Association, provided it is presented within fifteen (15) days after the circumstances giving rise to the grievance have originated or occurred; the President of the Association shall give their decision in writing within five (5) days after receiving the written grievance, and, failing settlement, the grievance may be referred to arbitration by the Employer in a manner as hereinbefore provided.

ARTICLE 22 - ATTENDANCE AT ONTARIO FIRE COLLEGE

- 22.00 Employees detailed to attend the Ontario Fire College at Gravenhurst, Ontario will be paid in advance an allowance of \$10.00 per day for each day of attendance at the College.

- 22.01 Employees who attend the said College may return from the said College to

London for a weekend period approximating 48 hours at the expiration of each one week period of attendance at the said College and on return from said College to London will report by telephone to the Communication Centre at London confirming that they have returned to London and if required, pursuant to Section 2(7) of the Fire Departments Act, R.S.O. 1970, Chap. 169, may be recalled to duty. At the expiration of the said period of 48 hours, the employee will return to the said College and resume study and training at the said College. Employees shall be paid their travelling expenses to and from the said College and the City of London in advance of their attendance at the College. When corporate vehicles are available, employees shall be expected to use same; however, in the event that such vehicles are not available, employees may, at their discretion, use their personal vehicle. Travelling expenses shall be paid at the Corporate policy mileage rate (as defined in Article 10.00), each way for the distance travelled between the College in Gravenhurst and the Central Fire Station. Where two (2) or more employees travel together for attendance at the same time, only one (1) is to be paid this expense allowance. Payment made by the Province of Ontario for transportation costs of employees attending the Fire College shall be paid over to the Corporation immediately following the employee's return to London on completion of the said course.

- 22.02 Employees detailed to attend the Police College at Aylmer, Ontario and any other work related course, seminar, or conference shall be paid in advance prior to attending, the appropriate return mileage travelling expenses at the Corporate policy mileage rate (as defined in Article 10.00), and additionally, the amount of daily per diem entitlement as set forth under the current corporate policy.

ARTICLE 23 - JURY DUTY

- 23.00 (a) An employee who is summoned to serve as a juror or who is required by writ of subpoena to appear in Court as a witness will be paid their regular pay for the time they are required to be in Court, provided the employee presents to the Corporation the process which required their presence in Court and pays over to the Corporation the amount received by them as such juror or witness.
- (b) In the event that an employee is on vacation and would otherwise have received reimbursement for their regular pay per the preceding as in Article 23 (a), any vacation time lost will be credited to the employee, and the employee will observe that vacation at a mutually agreeable time during the calendar year.

ARTICLE 24 - RECALL TO DUTY AND OVERTIME

- 24.00 (a) Whenever an employee in the Fire Fighting, or Communication Divisions is recalled to duty, they shall be entitled to be paid at the following rate:
- One and one-half times their basic rate with a guarantee of three hours

minimum pay at this rate for each recall, calculated on the following basis for each hour or portion thereof.

The rate paid per hour shall be calculated by dividing 2184 into the annual rate of pay of the employee concerned.

Where an employee in the Fire Fighting Division has completed their regular shift, but is still on duty, they shall be paid one quarter hour of pay, at the straight time rate, for each complete one quarter hour they remain on duty. If the employee is required to remain on duty for more than one hour, then all hours or complete quarter hour portions, including the hour for which they would have otherwise been paid at the straight time rate, shall be paid at the rate of one and one-half times their basic rate.

- (b)
 - (i) Employees in the Fire Prevention Division, Apparatus Division, Training Division, Stores Division, and Clerical Administrative Division shall have the option of receiving payment for overtime at the rate of one and one-half times their regular rate of pay based on 2080 hours per annum, or in time off duty at the rate of one and one-half times the time worked. Such banks of overtime shall not exceed forty (40) hours at any given time. Where such occurs, the Chief or their designate may require the member to take time off work, or at the Chief's discretion, the employee may be paid, at the appropriate overtime rate, for the extra hours.
 - (ii) Employees in the Communications Division shall have the option of receiving payment for overtime at the rate of one and one-half times their regular rate of pay based on 2184 hours per annum, or in time off duty at the rate of one and one-half times the time worked. Such banks of overtime shall not exceed forty-eight (48) hours at any given time. Where such occurs, the Chief or their designate may require the member to take time off work, or at the Chief's discretion, the employee may be paid, at the appropriate overtime rate, for the extra hours.

In both situations described in 24.00(b)(i) and 24.00(b)(ii), employees exceeding the maximum hours bankable shall be required to take a minimum of one (1) complete shift off within the next pay period they are scheduled to work.

Members who choose to bank their overtime for time off purposes shall dispose of these credits by making application to the Chief, or their designate. Such application shall be considered by the Chief in the context of staffing requirements necessary for the efficient and effective operation of the service.

In all cases where an employee is subsequently paid for banked overtime, payment shall be at the rate or salary the employee earned at the time the overtime was banked.

- (c) Employees assigned by the Chief Fire Prevention Officer to conduct or

perform activities such as fire prevention lectures or demonstrations shall, where such activities occur in whole or in part outside of regularly scheduled working hours, be compensated for any time outside of normal working hours by receiving time off, with the amount of time off being equal to one and one-half times the time worked outside of normal working hours. Such time off shall be scheduled at a time mutually agreed upon by the Chief Fire Prevention Officer, and the employee involved, provided that within three months of being earned, if not used by mutual agreement, the scheduling of such time off shall be at the discretion of the Chief Fire Prevention Officer. Such time off shall not form part of the employee's bank of overtime.

- (d) If such an employee is recalled to duty, (and such employee is not on stand-by as set out in Article 4) they shall be guaranteed a minimum of three hours pay at the overtime rate as set out above.
- (e) Employees in the Fire Prevention Division, Apparatus Division, Training Division, Stores Division, and Clerical Administrative Division who are called in to work on a statutory holiday (as defined in Article 7.00(a)) shall be paid one and one-half (1.5) times their hourly rate of pay for each hour worked. Alternatively, the employee may choose to have time off duty at one and one-half times their regular rate of pay for each hour worked, such time to be credited to the employee's overtime bank as outlined in Article 24.00(b)(i).

24.01 Overtime pay shall be calculated and paid (except where banked) in the pay period following which it is earned.

24.02 An employee who is required, whether by subpoena or at the direction of the employer, to attend before any competent Court of Jurisdiction, any Inquest or Tribunal (including any hearing or inquiry conducted by or at the request of the Office of the Fire Marshal or representatives of the Workplace Safety and Insurance Board), during off-duty hours to give testimony on any matter arising out of, or in connection with the performance of their duties on behalf of the employer, shall receive payment based upon their regular salary for time spent while actually in attendance at such Court, Inquest or Tribunal, and shall receive payment for such time on the basis of overtime and for each attendance, they shall be credited with a minimum of three hours attendance. If the employee attends such Court, Inquest or Tribunal pursuant to a subpoena they shall present the subpoena to their next Superior Officer as soon as reasonably possible following the receipt of the same by them.

If the employee is paid witness fees or travelling expenses for attending before any such Court, Inquest or Tribunal they shall, upon receipt of such payment, release and deliver such payment to the Employer through their Superior Officer or the Fire Chief. When the employee has been required to attend before any such Inquest, or Tribunal, as aforesaid, during their period of vacation they shall retain any such witness fees and travelling expenses and shall not be obliged to release or deliver same to the employer.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.00 At least 90 days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Corporation 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 the change.
- The date or dates on which the Corporation plans to effect the change.
- The location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make disclosure to the Association of the effects of the change or changes on each classification of employees.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in effective consultations with a view to resolving any issue which may concern the employment status of any employee.

No employee covered by this Agreement shall suffer loss of their employment as a result of the exercise by the Corporation of its right to introduce or implement technological change, mechanization change, or changes in operating methods or organization, provided the said employee was in the employ of the Corporation at the time the aforementioned notice was given by the Corporation.

25.01 Employees shall not be required to undertake, as part of their duties, work on Fire Department property which involves major station repairs, renovations or construction of any kind.

ARTICLE 26 - DISCIPLINE

26.00 Where a meeting occurs for the purpose of discipline where that discipline will be a matter of the employee's record, that employee shall be offered the opportunity for Association representation. If the employee refuses such representation, the employee shall be required to sign the record of discipline specifying the same.

26.01

(a) Subject to Article 26.01(b) below, the employer shall remove documents pertaining to employee discipline from personnel records on the second anniversary of each disciplinary action unless there is a similar disciplinary measure within the two year period in which case the discipline record will remain.

In the event that the employer becomes aware of the need to consider disciplining an employee, the employee must be served written notice of such consideration, including the subject of the issue, within fifteen (15) days of the employer becoming aware of the alleged offence; and subsequently, a disciplinary meeting

must be held within forty-five (45) days of the employer becoming aware of the alleged offence. If the employee is unavailable for any reason, including but not limited to leave of absence or vacation, the disciplinary meeting will occur on the date of return to work, unless there are extenuating circumstances. Dates shall be calculated exclusive of Saturday, Sunday and Statutory Holidays (as in this agreement allowed) and may also be extended by mutual agreement of the Parties concerned. In the case that the employer decides not to issue discipline, the employee shall be notified as soon as possible.

(b) Effective May 21, 2017, notwithstanding 26.01(a), where the discipline relates to workplace violence, harassment, bullying, physical violence and threats thereof, the Employer shall remove documents pertaining to employee discipline from the personnel records on the third anniversary of each disciplinary action unless there is a similar disciplinary measure within the three year period in which case the discipline record will remain.

ARTICLE 27 - INDEMNIFICATION

27.00 The Corporation shall indemnify and save harmless members of the London Professional Fire Fighters' Association from civil liability flowing from their duties and shall continue the coverage under the present municipal employee legal indemnity by-law No. A-4.

ARTICLE 28 - REHABILITATIVE PROGRAMS

28.01 The Corporation and the Association jointly agree to a workplace rehabilitation program aimed at assisting employees with occupational or non-occupational disabilities or diminished capacity to safely return to gainful employment with the main objective to return the employee to the employee's regular pre-disability work when possible.

28.02 The Corporation will provide, wherever practical, temporary rehabilitative work assignments to employees within the Fire Department, who may become temporarily disabled, and the Corporation and the Association agree that employees requiring rehabilitative work assignments will be given preference to such suitable work as is available and which they may be qualified to perform. The work must be productive and meaningful, and the results of such work must have value. Modified Work assignments must first take into consideration the employees' pre-injury regular assigned duties within their division without withholding any temporary or permanent promotions, reassignments or secondments of non-injured employees.

28.03 MODIFIED WORK PROGRAM

1. The employee shall report their injury or illness to the employer as per the Collective Agreement and the Rules and Regulations.
2. Where appropriate, as soon as possible, the Fire Chief or their designate will

contact the employee to afford them the opportunity of modified work. The employee will be requested to consult with a Health Professional, as defined in the Workplace Safety and Insurance Act (WSIA), of their choice as to the possibility of modified work. It shall be the responsibility of the employee to have the Health Professional complete a Workplace Safety and Insurance Board (WSIB) generated Functional Abilities Evaluation (FAE) Form, and return this report to the Modified Work Committee. The committee will consider the limitations, if any, and provide suggestions as to specific possibilities of modified work.

3. A temporary modified work plan may be made on the Platoon Shifts (24 hrs), Communication Shifts (12 hours) or on Support Divisions Shifts (8 hours). Placement will be determined by the type of modified work required and available, the work Limitations supplied the employee's Health Professional, through the FAE Form, and the final decision by the Modified Work Committee.
4. Employees requesting modified work on the Platoon shifts must be certified by their Health Professional to return to full shifts and tours of duty.
5. Every effort will be made to update missed training assignments while the employee is on modified work.
6. On the basis of the recommendations of the Modified Work Committee, the employee shall have their Health Professional review the specific modified work being offered to ensure that it is consistent with the physical restrictions. The Health Professional will provide written verification to that effect to the employer. The Modified Work Committee will monitor all such modified work assignments to ensure that it remains appropriate for the employee.
7. If the employee encounters difficulties in the performance of the assigned duties they shall report their difficulties to a member of the Committee immediately. The Modified Work Committee shall review such difficulties and adjust the duties if possible. If these duties cannot be adjusted, the employee shall consult with their Health Professional for their review, and if necessary the employee will be returned to sick leave or leave in accordance with the WSIA.
8. The Employee shall be allowed time-off for any approved medical health care under the Modified Work Program.
9. Any costs for the completion of requisite forms shall be paid by the Corporation.
10. The committee shall meet on an "as required basis", but not less than every six months.
11. The participation of an employee in a modified work program shall not replace or displace any existing personnel.
12. The Joint Modified Work Committee shall be formed of two representatives from Fire Administration, and two representatives from the London Professional Fire Fighters Association chosen by its Executive Committee.

ARTICLE 29 – DZ LICENSE MEDICAL EXAMINATION REINBURSEMENT

29.00 The Employer will reimburse every employee who is required to maintain a DZ license to a maximum of one hundred and twenty five dollars (\$125.00) to cover the costs of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario. The employee will be required to produce evidence of payment.

ARTICLE 30 - DURATION

30.00 All articles of this Agreement shall remain in force and effect from the 1st day of January, 2020 until the 31st day of December, 2024 and from year to year thereafter.

Either Party may give written notice for the termination of the Agreement provided such notice is given within a period of not more than two (2) calendar months and not less than one (1) calendar month prior to the expiry date (November 1st to November 30th, but inclusive).

It is agreed by the Parties hereto that, in the event either Party desires to change, alter, add to or delete from, any of the provisions of the within Agreement, but does not desire to terminate same, such Party shall give to the other Party written notice within the aforementioned period setting forth the details and particulars of the changes, alterations, additions or deletions desired or proposed; the remaining provisions of this Agreement in respect of which neither Party has given notice of its desire or proposal to change, alter, add to or delete from the same, shall be deemed to be automatically renewed and form part of the provisions (or all of the same as the case may be) of the Agreement between the Parties for the calendar year following the termination of this Agreement.

It is provided, however, that if one or both of the Parties hereto, within the period aforesaid, has given such notice, the other Party shall have the right to make proposals for alterations in answer thereto for a period of fifteen (15) days after receipt of the proposals aforesaid; except as notified either within the time limit or any extension thereof agreed upon in writing by the Parties, neither of the Parties hereto shall be required to negotiate in respect of any provision contained in this Agreement, any change or alteration thereof, or any proposed addition thereto or deletion there from respecting which no notice has been given by either of the Parties as aforesaid; and it is further agreed that no Board of Arbitration shall consider any such proposed change, alteration, addition to or deletion from, this Agreement unless notice as aforesaid was given by either or both Parties hereto within the time limits hereinbefore provided.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized Officers, and the Association has caused this Instrument to be executed by their proper Officers hereunto duly authorized, the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

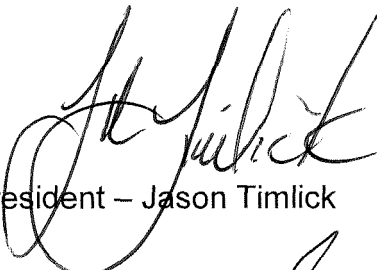
THE CORPORATION OF THE CITY OF LONDON


Mayor, Ed Holder
Jesse Helmer, Deputy Mayor




City Clerk, Catharine Saunders

THE LONDON PROFESSIONAL FIRE FIGHTERS ASSOCIATION


President – Jason Timlick


Vice President – Corey Thompson

SCHEDULE "A"

SHORT TERM/LONG TERM DISABILITY PLAN

FOR

LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

OUTLINE

1. Employees would be required to utilize all available accrued Sick Leave Credits first.
2. Following exhaustion of Sick Leave Credits, without a waiting period, employees would be entitled to STD benefits equal to 70% of regular earnings. The STD benefit payable will be 70% of regular earnings. The STD benefit period maximum is 26 consecutive weeks. For the STD benefit "regular earnings" equals the employee's annual salary divided by 52 at the onset of the disability. The maximum benefit level is \$2,000.00 per week
3. The Long Term Disability monthly benefit is equal to 66 2/3% regular earnings integrated with Canada Pension Plan Disability benefits, for which the employee must apply, and any Workers' Compensation benefits or pensions. The L.T.D. benefit commences following exhaustion of the STD benefit.

The 85% all-sources rule applies to the L.T.D. benefit so that an employee may apply for the OMERS Disability benefit and increase total disability income to 85% of regular earnings.

For the L.T.D. benefit, the "regular earnings" equals the employee's annual salary divided by 12 at the onset of disability. The maximum benefit level is \$10,000.00 per month.

4.
 - (All Employees with the exception of Communication Operators)

Sick leave credits shall cease to accrue for all employees as of December 31, 1990. All accrued sick leave credits will remain credited for each employee. Any employee with a seniority date prior to December 31, 1990 will be eligible for the Sick Leave Gratuity leave or pay as provided in Article 8.00(i) and (ii).
 - (Communication Employees employed prior to December 31, 1981)

Sick leave credits shall cease to accrue for all Communication Operators who were covered under Schedule 'C', Part 'A' (1998/99 Collective Agreement) as of midnight December 31, 1998. All accrued sick leave credits will remain credited for each employee who was covered by Schedule 'C', Part 'A' (1998/99) and such employees will be eligible for the Sick Leave Gratuity leave or pay as provided in Schedule 'C', Part 'A' (1998/99) Clauses 8(i), 8(ii) and 9.

5. Effective January 1, 1997 all employees (January 1, 1999 for Communication Operators) will be eligible for 12 shifts per year (144 hours being the average shifts for employees working 10,12, 14 or 24 hour shifts; or 96 hours being the average for all other employees) of paid sick leave which will accrue from calendar year to calendar year. Employees will be eligible for 100% regular earnings when ill and unable to work to the maximum number of shifts or parts thereof available. Sick leave credited prior to January 1, 1991 (January 1, 1999 for Communication Operators) will continue to be drawn on the basis of a day's credit is a shift. For the duration of the trial period defined in 4.00(a), sick leave for employees of the Fire Fighting Division shall be in accordance with Article 8.01(a).
6. STD or LTD Benefits are payable only to the employee Normal Retirement Age.

SCHEDULE "B"

COMMUNICATIONS CENTRE SENIORITY ROLL

<u>Employee</u>	<u>Employee Number</u>	<u>City of London Service Date</u>	<u>Fire Dept. Seniority Date</u>	<u>Communicatio ns Centre Seniority Date</u>
S. Casey	50126	89/01/09	91/01/01	89/01/09
I. Piroli	50300	99/02/22	99/02/22	99/02/22
L. Powless	377262	15/04/07	15/04/07	15/04/07
D. Foisy	415948	15/07/06	15/07/06	15/07/06
B. Healey	421591	16/11/14	16/11/14	16/11/14
T. Dartch	422955	17/02/27	17/02/27	17/02/27
J. Bieniek Bevin	423464	17/04/24	17/04/24	17/04/24
L. Richardson	423521	17/04/24	17/04/24	17/04/24
A. Strocki	405899	16/02/01	16/02/01	17/05/01
M. Trottier	429042	18/07/23	18/07/23	18/07/23
M. Soetemans	429041	18/07/23	18/07/23	18/07/23

SCHEDULE "C" - PLATOON TRAINING INSTRUCTOR

Shift Schedule

As per the attached sample 1st quarter schedule, it is the employer's intent to assign a platoon instructor on such a schedule so they will work with A, B, C, and D platoon every tour.

DETAILS

- a. Platoon Training Instructor 1 shown in "Light Yellow", whereas a second Platoon Training Instructor is shown in "Light Gray".
- b. The "coloured" dates represent what platoon would be working that day of the month.
- c. Platoon Training Instructors work a total of 301 hours in an eight (8) week cycle, which equates to an average work week of thirty-seven and five-eighths (37.625) hours per week.
- d. Normal hours of work in a shift for Platoon Training Instructor may vary according to the needs of the Fire Fighting and/or Training Divisions.

TABLE 1: EXAMPLE OF PLATOON TRAINING INSTRUCTOR SHIFT SCHEDULE

		Jan/Feb/Mar/Apr							Days Worked	Hours Worked
Week		S	M	T	W	T	F	S		
Jan	1		1	2	3	4	5	6	4	43
	2	7	8	9	10	11	12	13	4	43
	3	14	15	16	17	18	19	20	4	43
	4	21	22	23	24	25	26	27	3	32.25
	5	28	29	30	31	1	2	3	3	32.25
Feb	6	4	5	6	7	8	9	10	3	32.25
	7	11	12	13	14	15	16	17	3	32.25
	8	18	19	20	21	22	23	24	4	43
	9	25	26	27	28	1	2	3	4	43
Mar	10	4	5	6	7	8	9	10	4	43
	11	11	12	13	14	15	16	17	4	43
	12	18	19	20	21	22	23	24	3	32.25
	13	25	26	27	28	29	30	31	3	32.25

Apr	14	1	2	3	4	5	6	7	3	32.25
	15	8	9	10	11	12	13	14	3	32.25
	16	15	16	17	18	19	20	21	4	43
	17	22	23	24	25	26	27	28	4	43
	18	29	30							



London
CANADA

Schedule "D" EMPLOYEE FUNCTIONAL ABILITIES ASSESSMENT FORM

An assessment of any significant reduction in functional abilities due to injury (work or non-work related), illness, or pregnancy

☐ Initial Assessment ☐ Reassessment

Section A: Please Print (to be completed by worker)

Worker's Last Name:		First Name:		Employee Number:	
Home Address:				Postal Code:	
Date of Injury/Illness DD / MM / YY		Job Title at Time of Injury/Illness			
Division:		Platoon:		Nature of Illness/Injury: (Please check one) ☐ Work Related ☐ Off Duty ☐ Illness ☐ Pregnancy	

Section B: To be completed by treating physician and returned to the worker

Estimated Recovery Time: ☐ Immediately OR Specific Date (DD/MM/YY) _____	
What period can recovery of usual function be anticipated? (Check Only One) ☐ 1 - 3 days ☐ 4 - 7 days ☐ 8 - 14 days ☐ 15 - 28 days ☐ 1 - 2 months ☐ 2 - 3 months ☐ over 3 months	
Ability to Return to Work (Check Only One) ☐ Able to Return to Work Immediately Without Restrictions ☐ Able to Return to Modified Duties (Accommodating treatment schedules if necessary) ☐ Unable to Participate in any Work, Including Modified Duties For _____ Days OR _____ Weeks	

Section C: If Modified Duties Are Required, Please Check any Specific Medical Restrictions Necessary

A Systemic or Non-Physical B Head (incl. Vision, Hearing, or Speech) C Neck D Upper Back, Chest, Upper Abdomen E Lower Back F Lower Abdomen G Shoulders and Upper Arm H Elbow and Lower Arm I Wrist and Hand J Hip and Upper Leg K Knee and Lower Leg L Ankle and Foot	Lifting (Floor to Knuckle) ☐ No loads > 20 kg ☐ No loads > 10 kg ☐ Occasional lifting only	
	Lifting (Knuckle to Floor) ☐ No loads > 20 kg ☐ No loads > 10 kg ☐ Occasional lifting only	
	Lifting (Above Chest) ☐ No loads > 20 kg ☐ No loads > 10 kg ☐ Occasional lifting only	
	Carrying ☐ No loads > 20 kg ☐ No loads > 10 kg ☐ Occasional carrying only	
	Pushing/Pulling ☐ No heavy pushing/pulling ☐ Occasional pushing/pulling ☐ Avoid pushing/pulling	
	Hand Function ☐ Avoid repetitive hand motion ☐ No strong gripping ☐ Avoid gripping	
	Reaching ☐ No prolonged overhead reaching ☐ No overhead reaching ☐ Avoid any reaching	
	Sitting	☐ No prolonged sitting
	Standing	☐ No prolonged standing ☐ Avoid standing
	Walking ☐ No prolonged walking ☐ Avoid uneven ground ☐ Avoid walking	
	Climbing (stairs/ladders)	☐ Occasional climbing only ☐ No ladder climbing
	Bending ☐ No prolonged bending ☐ Occasional bending only ☐ Avoid bending	
Crouching/Kneeling ☐ No prolonged crouching/kneeling ☐ Occasional crouching/kneeling ☐ Avoid crouching/kneeling		

Comments/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:		Examination Date:	Next Examination Date:
Address:		Postal Code:	Telephone Number:
Signature:			Date:

LETTERS OF UNDERSTANDING

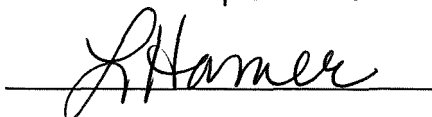
The following current Letters of Understanding and Letters of Intent are to be printed and published with the Collective Agreement as per the Memorandum of Agreement. The Letters of Understanding are renewed for the term January 1, 2020 to December 31, 2024

1. Insurance Coverage (Articles 8, 13, 15) and reimbursement of physician's fees.
2. Policy for Alignment of Platoon Personnel.
3. Accumulation of Banked "Time - Off in Lieu" of Monetary Payment for Overtime for Special Initiatives.
4. Implementation and Operation – London Fire Department Specialized Teams
5. Co-op Student(s) – Fire Prevention Division and Communications Division
6. Vacation and Seniority in the Communications Division
7. Clerical/Administration, Platoon Training Instructors and Stores Division Sick Leave Usage
8. Fire Fighting Division - Vacation In Last Year Of Employment (Retirement)
9. Operation (Driving) Of Fire Department Special Team Vehicles To Code 4 Responses
10. Remuneration for "On-Platoon" Technical Rescue Instructors
11. Senior Officer and Division Head Meetings
12. Vacation Policy
13. Qualifications and 12.03
14. Fire Fighting Division "Off Shift" Training Delivery Model
15. Critical Incident Stress Management Team

Signed on the 30th day of July 2020



Michael Goldrup
Director of People Services



Lori Hamer
Fire Chief



Jason Timlick
President



Corey Thompson
Vice-President

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

-and-

THE LONDON PROFESSIONAL FIREFIGHTERS' ASSOCIATION

LETTER OF UNDERSTANDING

Insurance Coverage (Articles 8, 13, 15) and reimbursement of physician's fees

1. The provision of the insurance contract with London Life which provides that the policyholder may elect to continue the insurance does not in any way derogate from the obligations of the City under the collective agreement to provide insurance under articles 8, 13, and 15 where an employee elects to continue their coverages in accordance with those articles.
2. The employer will reimburse an employee for any cost assessed by a physician for proof of disability to be provided to an insurer in order to qualify for benefits from the insurer under an insurance plan under Article 8:01(b) of the collective agreement.

London Fire Department

POLICY FOR ALIGNMENT OF PLATOON PERSONNEL

1. The final re-alignment (herein referred to as the “Re-alignment”) must be completed by September 15th of each year using the information respecting upcoming retirements and internal transfers which is available on or before September 1st. This information should take into account the known retirement up to June 30th of the following calendar year. This will constitute the official alignment which will be in place as of January 1st of the following year. The re-alignment will be effective January 1st of the following year and will be distributed to the employees no later than September 15th.
 - a) The timeline for issuance of the re-alignment may be amended by mutual agreement of the parties.
2. All platoon transfers for the purposes of the re-alignment shall take place during the month of January of the following year.
3. When re-aligning platoons, employees who are on long term absences shall be distributed evenly among the platoons.
4. The employees that will be aligned each year will be as follows:
 - a) Qualified District Chiefs;
 - b) Firefighters qualified as Captains (SQFFs) (to the extent of vacancies as determined using the available information referred to in item 1); and
 - c) Firefighters qualified as Firefighter/Apparatus Operators (FFAO).
5. The method used for aligning personnel will be as follows:
 - a) Qualified District Chiefs will be aligned in order of seniority such that 1-4, 5-8, 9-12 and 13-16 shall be in the same line. Any further qualified District Chiefs will only be aligned if it becomes necessary to bring the number up to full complement of 16 qualified District Chiefs.
 - b) Senior Qualified Firefighters (SQFFs) will be aligned in order of seniority such that 1-4, 5-8, 9-12, 13-16, 17-20, 21-24, 25-28, 29-32, 33-36, 37-40, 41-44, 45-48, 49- 52, 52-56 are aligned in their respective lines. No re-alignment will occur unless these lines become out of alignment by more than one (1) line.
 - c) Firefighters Qualified as Firefighter/Apparatus Operators (FFAO) will be aligned in such a manner that all platoons will have the equal number of FFAOs on each platoon.
6. There will be no alterations to the platoons during the year unless a platoon becomes out of alignment by more than two (2) lines for a period of ninety (90) days.

7. In the event that an employee, not aligned for acting, is required to move platoons for the purpose of balancing employees within a classification, the Platoon Chief shall canvas the employees within the classifications, by order of seniority, to determine if an employee is willing to move platoons. If there are no volunteers, the most junior employee within the classification shall be moved. Generally, balancing of employees by classification across the four (4) platoons will occur during the re-alignment process herein noted; however, re-alignment may occur at other times during the year at the discretion of Fire Administration.
8. Consideration will be given to maintaining sufficient numbers on respective platoons for training Programs and "Special Teams".
9. The agreement herein described shall be in effect until such time either Party provides Notice of Termination. Notice of Termination shall be in writing and provide thirty (30) days' notice.

Without Precedent and Prejudice

Letter of Understanding

BETWEEN:

the Corporation of the City of London
(herein referred to as the Corporation)

-and-

London Professional Fire Fighters Association
(herein referred to as the Association)

Subject: Accumulation of Banked "Time-Off in Lieu" of Monetary Payment for Overtime for Special Initiatives.

The Corporation and the Association recognize the need for employee involvement to promote a higher level of job satisfaction, higher morale, employee input and program ownership.

Notwithstanding the applicable provisions of the Collective Agreement concerning overtime compensation, the Parties agree to the following exceptions to the same, for the term of this agreement:

- a The Chief agrees to consult the Association whenever the Corporation or the Fire Department wishes to use Fire and Communication personnel during off duty time to serve on Committees, studies or special projects (see explanation in Part (c)), however, the Association reserves the right to turn down the request to use "time-off in lieu" if, in its sole opinion, does not meet the spirit and intent of this agreement. The provisions of Article 4.01 will apply to employees in all other divisions, if they participate in the aforementioned during off duty time.
- b Notwithstanding the Association's agreement to the application of "time-off in lieu", according to the terms and conditions specified in parts (c) and (d), the Parties recognize their rights under Article 1.00 to negotiate any other terms and conditions.
- c For the purposes of this agreement, Committees, studies and special projects described in part (a) are recognized to be one time initiatives of short duration or ad hoc nature. Further, the parties understand that they are exclusive of programs that are a part of the normal operations and current programs of the Fire Department, the Corporation, nor a function of any other recognized classification in the Collective Agreement between the parties, unless both parties agree in advance to include such initiatives.
- d The Fire chief may offer personnel who volunteer to participate in the aforementioned initiatives, and who are not seconded, the option of receiving payment for overtime at the rate of 1 ½ times their regular pay or "time-off in lieu"

of monetary compensation for all "off-duty" time spent on the initiative. All "time - off in lieu" shall be "banked" at a premium rate of time and one-half (1 ½). For the purposes of this agreement only, the paragraphs in Article 4, Clause 4.00 referring to minimum call back and call back during vacation will not apply in this circumstance, nor will Article 24, Clause 24.00(a).

- e It is understood and agreed that this agreement only applies to individuals who "volunteer" to participate. All employees who are seconded into the aforementioned initiatives shall receive the appropriate monetary compensation, as specified in the pertinent clauses in the Collective Agreement.
- f Solicitation for participation on a Committee, study or with a special project shall be bulletined by the Fire Department for thirty (30) days. However in extenuating circumstances, upon the agreement of both parties, a fifteen (15) day posting may be used. The bulletin shall indicate the terms and conditions of participation, as well as the terms for repayment of "off-duty" time spent working on the initiative. The Association shall receive a copy of the names of the individuals who applied and will participate.

General Items

- g For the purposes of Worker's Compensation, the Fire Department and the Corporation shall deem all employees participating in any of the aforementioned initiatives scheduled at work for the time they are performing duties related to the initiative. For this purpose, the Supervisor overseeing the initiative shall list the employee on the applicable roster and they will ensure a record of all "off-duty" time spent is forwarded to the Payroll Division of the Corporation for monetary compensation or recording of the accumulated "time-off in lieu", whichever is applicable in this circumstance.
- h When the employee wishes to use the time banked under this agreement, they must schedule such time off with their Division Head, and that Division Head may request up to eight (8) days notice. However, in any event, it is understood that permission will not be unreasonably withheld with the exception of Christmas Day, New Years Eve and New Years Day. No more than two (2) people will be scheduled out at one time, however, additional personnel may be scheduled out if the operations of the Fire Department are not adversely affected.
- i All other provisions shall remain in effect, as stipulated in the Collective Agreement.
- j If an employee has five (5) or more full shifts, be they a twenty-four (24) hour shift, a twelve (12) hour shift, or an eight (8) hour shift, the employee will only be allowed to use that time in full shifts. Employees with less than five (5) full shifts will be allowed to take that time in half shifts, or the remainder thereof.
- k The agreement shall remain in force, unless canceled by either Party upon 30 days notice.

Without Precedent and Prejudice

LETTER OF UNDERSTANDING

BETWEEN:

**The Corporation of the City of London
(herein referred to as the Corporation)**

-and-

**London Professional Fire Fighters Association
(herein referred to as the Association)**

**SUBJECT: IMPLEMENTATION and OPERATION - LONDON FIRE DEPARTMENT
SPECIALIZED TEAMS**

SPECIALIZED SERVICES

The London Fire Department (herein referred to as the Department and/or LFD) through Specialized Teams (herein referred to as Teams) currently provides Technical Rescue, Water and Ice Rescue and Hazardous Materials emergency response services to the citizens of London. These services, in conjunction with its standard fire and rescue emergency response services offered through the Fire Fighting Division, form an integral and critical component of the Department's overall emergency response strategy.

The Parties acknowledge and agree that as the community, Council, City Administration, the Department, and/or the Association identify other needs within London, and potentially the surrounding counties, the Department may in the future seek to offer add or expand value-added services to address such needs via the formation of new Teams.

Recognizing the challenges associated with such endeavours, the purpose of this document is to outline team structures, member selection, and general governance. To minimize disruption in the creation of new Teams and recognizing the complexity of maintaining established Teams, the Parties agree to jointly ensure that team structures, member selection, and general governance comply with the Collective Agreement as well as any jointly signed policies and agreements, unless deviations from the same are negotiated or stipulated in advance.

TEAM COMPOSITION

Teams involved with emergency response shall be solely comprised of employees permanently assigned to the Fire Fighting Division. Platoon Training Instructors assigned to train a specific team and who have the required qualifications and experience may fill the role of Team Coordinators, if so elected by that Team's membership. Participation of Training Division personnel on Teams is limited to Team Coordinator and is subject to approval by the Deputy Fire Chief overseeing Special Team Operations (hereinafter referred to as the DFC Special Teams). Teams that offer special services that are not involved with the delivery of frontline emergency services, may be comprised of employees from other Divisions.

The Department will assign to each Team operational objectives to ensure specialty services are delivered in a safe, effective and an efficient manner. Each Team, that has more than four (4) members per platoon, requires one (1) overall Team Coordinator, four (4) Team Leaders, one (1) per platoon, a minimum of four (4) Alternate Team Leaders, one (1) per platoon, and an appropriate number of team members on each of the four (4) Platoons to deliver the services so stated.

As of February 17, 2010, the LFD has four (4) Teams (which number is subject to change as outlined above). While the number of team members may vary from time to time, it is the intent of the Department to attempt to maintain the following number of qualified and active members on each platoon Team:

- Hazardous Materials Response Team (HAZMAT) - 16 members
- Water and Ice Rescue Team (WIRT) - 14 members
- Technical Rescue Team (TRT)- 12 members
- Backup Communicators - 1 to 2 members

The LFD will make every reasonable effort to maintain the above Team complements. Any qualified employees above the complement will be classified as an alternate team member and will not participate in the selection process for Team Coordinator, Leader or Alternates.

If the backup Communicators are required from the Fire Fighting Division and their assignment to the Communications Division results in the platoon staffing dropping below the Department established minimum required, fire fighters shall be called in through the normal process to return the platoon to minimum staffing.

A platoon may have more members assigned to any Team as determined by the DFC Special Teams.

OPERATIONAL COMPLEMENT

In order to safely and efficiently mitigate an emergency event, each platoon Team must have a specified number of members on duty, save and except Backup Communicators which does not deliver frontline emergency services. When the on-duty complement of

an emergency response Team (currently HAZMAT, WIRT and TRT) falls below the predetermined number for response, the Team will only mitigate an emergency event to the extent that it can safely do so with the personnel available on-scene. If the Incident Commander, after consulting with the Team Leader, decides the "Level" of the incident warrants additional personnel, they shall direct the Communications Division to call-in Team members from other platoons in accordance with the current Special Team Overtime Policy.

The on-duty levels set to safely and efficiently operate each emergency response Special Team is as follows:

- Hazardous Materials Response Team - As defined in Standard Operating Guideline 110.01
- Water and Ice Rescue Team - 8 Technicians
- Technical Rescue Team - 6 Technicians

TEAM PARTICIPATION

The Association supports the provision and expansion of value-added services to the community. As such, it encourages its members to participate on Teams. Recognizing that Team members receive no additional salary premiums to perform the tasks inherent with Team membership, the Parties agree membership on such Teams is strictly voluntary, save and except for those employees that are contractually obligated to participate on a Team, as per the Memorandum of Agreement dated April 2002.

The Corporation and Association agree that as of the signing of this document any member may be an active and recognized member on no more than two (2) specialty teams. As at February 17, 2010, members currently on more than two specialty teams may remain on those teams.

PROCESS FOR THE FILLING OF TEAM POSITIONS

General Team Members

Where an established Team complement falls below the level set, the Platoon Chief overseeing that specific Team will immediately notify the DFC Special Teams to initiate an assignment or posting for new members.

The process of filling the vacancies shall be as follows:

1. The Department will solicit volunteers by way of a thirty (30) day posting in every station.
2. While applicants for some Teams may need to have attained some basic qualifications prior to joining a Team, it is recognized that the majority amount of the training and qualifications, if not all, will be received through the Department. For the purposes of this letter only, applicants will be selected by seniority.

3. As part of the acceptance procedure, individuals applying for these positions must forward a written request to participate to the DFC Special Teams.
4. All remaining vacancies shall be filled with "contractually obligated" Fire Fighters.

Where there is a significant interest in participating on a Team, the DFC Special Teams may consider increasing the complement on a platoon; however, in doing so s/he shall give consideration to the ability to maintain the currency and competency of the extra members.

Team Coordinators, Team Leaders and Alternate Team Leaders

Selection of Team Coordinators, Team Leaders and Alternate Team Leaders shall be completed biennially. Members currently serving in such positions may, if they wish, run for concurrent terms.

Team Coordinator

Whenever a Team needs to select a Team Coordinator, the following process will be employed:

1. The Director of Training will solicit every Team member, and the Platoon Training Instructor assigned to train that Team, regarding their interest in becoming a Team Coordinator and those who are interested will be recorded.
2. Upon establishing a list of individuals that wish to serve in the role of Team Coordinator, the Director of Training will again contact every member on that Team, on all platoons, asking them to vote for a Team Coordinator, noting that this may be done electronically by email.
3. The individual with the most votes will become the Team's Coordinator.
4. As part of the acceptance procedure, individuals elected into this position must forward a written notification to the DFC Special Teams.

The Team Coordinator for the Back-up Communicators Team will not be determined by the process outlined above. The Team Coordinator will be the Supervisor of Communications and Information Systems. The Backup Communicators Team shall not require a Team Leader or Alternate.

Team Leaders and Alternate Team Leaders

After the selection of the Team has concluded and the Team is prepared to select a Team Leader and Alternate Team Leader, the Director of Training shall employ the following process:

1. The Director of Training will solicit every Team member on a platoon concerning their interest in becoming a Team Leader and those who are interested will be recorded.
2. Upon establishing a list of individuals that wish to serve in the role of Team Leader, the Director of Training will again contact every member on that platoon Team asking them to vote for a Team Coordinator. This may be done electronically by email.
3. The individual with the most votes will become the Team Leader.
4. Upon selection of a Team Leader, the process will be repeated for the selection of an Alternate Team Leader.
5. As part of the acceptance procedure, individuals elected into these positions must forward a written notification to the DFC Special Teams.

REMOVAL FROM A TEAM OR POSITION

Further to the biennial election, the Team may with a simple majority remove a Team Coordinator, Team Leader or Alternate Team Leader from that position if in its sole opinion it feels the member is not serving the Team properly. Should the Team decide to invoke such action, they will submit to the DFC Special Teams a letter requesting the same. The DFC Special Teams will remove the identified member from the role and set forth to replace the individual using the method herein identified.

Any member of a Team, the Team Leader or the Alternate Team Leader who is deemed by the DFC Special Teams to be not competent and/or not making a reasonable effort to attain competency may be removed from the Team.

In the case of Back Up Communication Operators, on the advice of the Supervisor of Communications and Information Systems, the Administrative Chief overseeing the Communications Division may remove a member from the Back Up Communications Team if the individual is found not to be competent and/or not making a reasonable effort to attain competency.

RELEASE FROM A SPECIAL TEAM

Voluntary Members

In recognition of the training and investment involved, any member who volunteers for and is accepted to participate on a Team must serve with the Team for a period of not less than sixty (60) months from the point of becoming an active Team member, noting that this period does not include training. Upon the completion of the initial sixty (60) month period, a member who is not contractually obligated may resign at any time by forwarding a letter of resignation to the DFC Special Teams and the Association. The member will provide a minimum of three (3) months notice of resignation.

In extenuating circumstances, the DFC Special Teams may release a member from this obligation earlier than herein noted.

Note: Effective February 17, 2010, all members currently serving on a Team shall be deemed to have already served their 60-month commitment.

Contractually Obligated Members - Transfer to another Team or Release from Obligation

Contractually obligated members, who are fully qualified and recognized members on an "assigned" Team, may participate in qualifying training sessions in another specialty only if their involvement does not detract from or interfere with maintaining their qualifications and competency related to their primary assignment. Such training shall not adversely interfere with the training of the current Team members.

Contractually obligated members seeking reassignment to another Team or release from their obligation may do so as noted below, recognizing such requests shall be considered in light of the LFD's goal to maintain operational readiness at all times.

On those platoon Teams where the number of qualified and active members exceed the target number noted, contractually obligated members who have served on a Team for a minimum of sixty (60) months (calculated from the point of becoming an active team member), may request reassignment to another Team or release from their contractual obligation. In those situations where more than one (1) individual seeks reassignment or release, for the purposes of fairness, the most senior member shall be given preference. Release and or reassignment is subject to the decision of the DFC Special Teams, noting that at no time shall the number of platoon Team members be permitted to drop below the minimum by the release or reassignment of contractually obligated members. If the resignation of "non" contractually obligated members cause the target number to fall below those noted, the "contractually obligated" member(s) may be reinstated to the Team until such time the Department can train and qualify replacements.

Subject to the above, "contractually obligated" members may only join another Team if the DFC Special Teams deems that the Team that they oversee require additional members, noting that it remains the discretion of the DFC Special Teams which Team will be the primary Team for that member.

Team Administration

All activities related to the administration of the Team or any function related thereto shall be done while on-duty. Neither Fire Administration nor any Division Head shall condone, encourage, or ignore any such activities while the member is off-duty. Any member who knowingly violates the Collective Agreement or any jointly signed policy and agreement shall be subject to progressive discipline.

While the rules governing working conditions are to be as set out in the Collective Agreement, the Parties acknowledge the need for Team Coordinators to occasionally deal with Team matters during regular business hours. In these cases, the Team

Coordinator will notify the DFC Special Teams, in writing, of the need for a temporary secondment to the Training Division. The request must include the reason, an estimated duration for the secondment and an approximate date for the secondment. If in the opinion of the DFC Special Teams the secondment is warranted, they may approve the secondment and arrange for the same through that member's Platoon Chief and the Director of Training. In the spirit of cooperation, the Association will be copied on all the aforesaid correspondence.

Community Training

Through the year, training opportunities may arise whereby members of a Team may train and/or train with businesses and organizations. These initiatives may be revenue generating, in exchange for services or products or an opportunity to liaise. In such instances, the Team on-duty will provide the aforesaid training.

Both Parties acknowledge that the aforementioned initiatives, while positive, may impact upon the emergency responsiveness of the Department. In such cases where staffing is at a critical level and the Department needs to supplement the on-duty staff, the Department shall call-in Fire Fighters to meet the minimum staffing required rather than using off-duty Team members to do the training.

TEAM DEVELOPMENT AND TRAINING

General

The Parties recognize that the effective and safe delivery of a specialized service is reliant upon the skills, qualifications and abilities of the Team's members. As such, the Department will provide the proper education and training to each member to ensure they have the skill, qualification and ability necessary to perform the new service. This training and education shall meet all the related standards. To achieve this objective, members directly involved with service delivery will have fair and equitable access to all general educational opportunities.

Team Coordinators, Team Leaders, Alternate Team Leaders and Team members will, upon their selection, review competencies and qualifications required to perform in each of these positions. To achieve this, existing members will first review legislation, performance standards, Department procedures and other pertinent information, and then provide their recommendations to the DFC Special Teams. The Department shall accurately reflect the aforementioned in the training programs and Departmental Standard Operating Guidelines for the Team, and the Department as a whole.

Every Team member shall have the opportunity to participate in training sessions as specified at designated times of the year for each Specialized Team, regardless of staffing. In the event of shortages, firefighters will be called-in to comply with the minimum staffing required until such training is complete.

Team Coordinator/Team Leader Meetings

Through the course of the year, it may be necessary for the Team Coordinator to meet with the four (4) Team Leaders and four (4) Alternate Team Leaders, one (1) per platoon, to discuss various training and Team related issues. In recognition of this potential need, upon notification to the DFC Special Teams, the aforementioned group may be allowed to meet four times in a calendar year (quarterly basis). The same may be allowed to meet outside these parameters to meet the exigencies of service, however, such meetings will only be allowed upon written approval of the Fire Chief with concurrence of the Association. All individuals attending such meetings while off-duty shall be compensated as per the Collective Agreement.

Specialized - Off Site

The Department will notify the Team Coordinator as educational and training opportunities specific to their team become available. In cases where only one opportunity to attend exists, the members of the Team recognize that the Team Coordinator by default is offered the opportunity.

If the Team Coordinator cannot attend an educational and training opportunity, or more than one opportunity exists, they will be responsible for notifying all Team Leaders and among themselves they shall select the appropriate Team Leader(s) whom will represent the Team. Should none of the Team Leaders be able to participate or if additional opportunities exist, the Team Leaders will advise the Alternate Team Leaders of the opportunity and, similarly, among themselves will select who will represent the Teams.

Should the Team Coordinator, Team Leaders, or Alternate Team Leaders not be able to attend, and the opportunity may be of benefit to general membership of the Team, a Team Member may be selected to attend. The Team Coordinator through the Team Leaders shall notify every Team Member of the opportunity and the associated details. Members interested in participating are to notify, in writing, their Team Leader and Team Coordinator of their intent. The Team Coordinator shall compile the names of the interested individuals on a sheet, and the individuals shall be selected following seniority and on a rotating basis. The list will start after the last person in attendance for each new educational opportunity that avails itself to the general membership of the Team.

Any individual, who attends a special course, seminar, may be expected to deliver an information seminar or training program regarding the same to the general Team members. The purpose for such advanced training is not to give any individual an advantage over another with regard to qualification but to constantly ensure that every member is brought up to the level of the highest trained member.

Specialized - On Site

It is recognized that members of the Department may not have the qualification and capability to deliver some types of specialized training. Therefore, the Association and the Department shall meet and discuss the use of individuals or outside agencies to deliver the training.

Task Specific

The Department will also advise Team Coordinators and Team Leaders of educational opportunities that relate to specific responsibilities and functions. In such cases, where individuals have specialized in a task, those who have done so will attend on behalf of the Team.

Summary

While the Parties recognize that economics makes it impossible for all Team Members to attend every training and educational opportunity, it is the responsibility of the Team Coordinators to ensure that the knowledge gained by them, or others, is expeditiously imparted to the balance of the Team in a reasonable period.

All recommendations for attendance at any educational or educational activity will be forwarded to the DFC Special Teams for final approval.

COLLECTIVE AGREEMENT CONSIDERATIONS

The formation of any new Teams shall be subject to the agreement between the Parties. Further, the Parties agree that the operation of the Team shall in no way violate the Collective Agreement between the Parties, Letters of Understanding or any mutually signed policy, unless specifically agreed to in advance.

DURATION OF AGREEMENT

The agreement herein described shall be in effect until such time either Party provides notice of termination. Notice of termination shall be in writing and provide thirty (30) days notice.

Without Precedent and Prejudice

Letter of Understanding

BETWEEN:

**The Corporation of the City of London
(herein referred to as the Corporation)**

- and -

**London Professional Fire Fighters Association
(herein referred to as the Association)**

**SUBJECT: CO-OP STUDENT(S) - FIRE PREVENTION DIVISION AND
COMMUNICATIONS DIVISION**

The Corporation and the Association jointly support co-op programs in the Fire Services Division subject to the following conditions:

1. Co-op programs will be offered in the Fire Prevention Division and the Communications Division only.
2. The Fire Prevention Co-op program is open to student(s) who are actively enrolled in a recognized Fire Technology program, specifically Fire Protection and Prevention.
3. The Communications Co-op program is open to student(s) who are actively enrolled in a recognized high school co-op program.
4. Students participating in co-op programs ("student(s)") will not be considered employees of the Corporation or the London Fire Department; shall not be members of the bargaining unit; and shall not be covered by the Collective Agreement between the parties.
5. Student(s) will not be financially compensated for the hours that they participate in the program.

6. Student(s) will not be permitted to operate any equipment, ride fire fighting apparatus or drive any vehicles of the City of London or the London Fire Services.
7. Save and except for activities at the Children's Safety Village, where public education activities will only take place when Children's Safety Village staff are on duty, co-op student(s) shall accompany a Fire Prevention Inspector or a Communication Operator throughout the workplace at all time. Student(s) will gain knowledge by observing and "shadowing".
 - A. Student(s) participating in the Fire Prevention Co-op program will not be permitted to enter a fire scene without the express consent and supervision of the Deputy Fire Chief, Fire Prevention. Further, if fire fighting crews are "on-scene", the Fire Prevention co-op student(s) will not be permitted to enter the building.
 - B. Student(s) participating in the Communications Co-op program will not be responsible for any emergency or non-emergency telephone and any radio traffic.
8. Student(s) will be provided with all the necessary Health and Safety and WHIMIS training, and will be properly oriented prior to entering the workplace. Further, the Corporation will provide any required safety apparatus.
9. It is understood that WSIB benefits will be covered by the Ministry of Education.
10. Fire Prevention co-op student(s) will be primarily working at the Central Fire Hall and the Fire Safety Village but may also attend at schools, businesses, hospitals, long-term care facilities, group homes and/or residential homes. Communications co-op student(s) will be primarily working at Central Fire Hall.
12. Hours of work and the duration of the co-op placement will be Monday through Friday between the hours of 08:00 to 16:30, with a half hour for lunch. This placement shall not exceed six months in duration.
13. The Chief Fire Prevention Officer (with respect to the Fire Prevention Co-op Program) and the Supervisor of Communications (with respect to the Communications Co-op Program) will be responsible for the following duties:
 - A. Notify two weeks in advance, the London Professional Fire Fighters Association, in writing, the name, start dates, and the duration of the Co-Op Placement.
 - B. Assist in the selection of the student(s)
 - C. Co-ordinate the activities of the student(s)
 - D. Provide a supportive learning environment for the student(s)
 - E. Provide feedback regarding the student's progress and performance
 - F. Record any information required by Fire Services and/or the college, university or high school regarding the student(s)

14. The Fire Prevention Inspector (with respect to the Fire Prevention Co-op Program) and the Communicator (with respect to the Communications Co-op Program) will be responsible for the following duties:
 - A. Assist in recording information
 - B. Ensure that the student(s) practice safe working habits
 - C. Provide a supportive learning environment for the student(s)
 - D. As requested, provide feedback regarding the progress of the student(s)
15. All parties participating in the Co-op Program are governed by and must adhere to the Co-op Program Guidelines or Policies established by London Fire Services and the London Professional Fire Fighters Association.
16. The Rules and Regulations of the London Fire Services will apply to the student(s).
17. London Fire Services reserves the right to terminate the co-op term should the student(s) be deemed unsuitable.
18. This agreement shall remain in force, unless cancelled by either Party upon 30 days' notice.

Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "Corporation")**

and

**THE LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
(hereinafter referred to as the "Association")**

Re: VACATION AND SENIORITY IN THE COMMUNICATIONS DIVISION

Notwithstanding any policies, procedures or previous decision regarding the interpretation of Article 12.00(b) of the Collective Agreement; the parties agree to the following:

1. Seniority dates for employees in the Communication Division shall be as set out in Schedule "B"; and
2. The words "determining vacation" in Article 12.00(b) shall be interpreted to mean the determination of vacation entitlement (i.e. the number of weeks' vacation that an employee is entitled to). As such, employees in the Communication Division shall be entitled to vacation based on their City of London seniority date; and
3. Vacation selection for employees in the Communications Division (i.e. the order in which employees request to use their vacation entitlement) shall be determined by their Communications Centre Seniority date.

WITHOUT PRECEDENT AND PREJUDICE

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(Herein referred to as the Corporation)

- And -

LONDON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

(Herein referred to as the Association)

**Subject: Clerical / Administration, Platoon Training Instructors and Stores
Division Sick Leave Usage**

This Letter of Understanding shall address the manner in which employees permanently assigned to the Clerical/Administration and Stores Divisions namely, the Administrative Clerks and the Stores Clerk, as well as Platoon Training Instructors can use sick time. Should job classification titles change during the life of this agreement, the Parties agree that those amendments would automatically replace the classification titles contained herein.

Individuals in the above named classifications save and except the Platoon Training Instructors shall be permitted to use their accumulated sick time credits in one-quarter (1/4) shift increments, whereby a one-quarter (1/4) shift increment shall be defined as a minimum of two (2) consecutive hours. These hours cannot be split, save and except at lunch time where one (1) hour can be taken prior to the regular lunch hour and one (1) hour following. In the case of the Platoon Training Instructors, individuals in this classification can use their sick time in one-quarter (1/4) shift increments; however, for the purpose of simplicity a quarter (1/4) shift shall be defined as two and one-half (2- 1/2) hours.

Booking Off

- a. Employees wishing to use such time prior to the beginning of a shift are required to book off through the Communications Division at least one (1) hour prior to the start of their normal starting time.
- b. Employees wishing to leave during the shift are still required to book off through Communications; however, they shall also notify their direct manager, or in their absence another member of Fire Administration.

Booking On

- c. Employees who have taken such time, but will not return at the end of their normal shift, are required to book on through the Communications Division at least one (1) hour prior to the start of their next regularly scheduled shift.
- d. Employees returning during the shift are required to book on through Communications when they return to their workplace; however, they shall also notify their direct manager, or in their absence another member of Fire Administration.

In the event that any of the aforementioned employees, save and except the Platoon Instructors, have exhausted all of their sick time credits, as permitted by Section 17(a)(i) of the Vacation Policy, they may use five (5) days of their vacation time; however, such time must be taken in eight hour (8) blocks. In the case of the Platoon Instructors, Section 17(a)(ii) of the Vacation Policy shall apply and the Platoon Training Instructor may split one tour of vacation time into four (4) separate days; however, such time must be taken in ten and three quarter (10.75) hour blocks.

Modified Duty

On a case-by-case basis, deviation from the above agreement will be reviewed when an individual is required to attend physiotherapy for the treatment of a non-occupational injury; however, the restrictions and therapy must be supported by medical documentation. In such cases, the employee will be permitted, with prior approval of their Fire Administration direct report, to move their lunch hour outside the regularly scheduled time. Employees will be required to supply the dates of the appointments, in writing, to their Fire Administration direct report. This section is meant to deal with physiotherapy for a defined period of no more than four (4) weeks, and not situations lasting several months or more.

This agreement shall remain in force, unless cancelled by either party upon thirty (30) days written notice.

WITHOUT PRECEDENT AND PREJUDICE

LETTER OF UNDERSTANDING

- between -

THE CORPORATION OF THE CITY OF LONDON

- And -

LONDON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

**SUBJECT: FIRE FIGHTING DIVISION – VACATION IN LAST YEAR OF
EMPLOYMENT (RETIREMENT)**

The purpose of this Letter of Understanding is to provide a mechanism supplemental to the current Fire Fighting Vacation Policy whereby employees in their last year of employment (retirement only) can be given special consideration with regard to vacation requests

Platoon Chiefs shall apply the process specified herein whenever employees in their last year of employment request vacation apart from the provisions of the current Fire Fighting Vacation Policy:

- 1) For the purpose of this agreement, **last year of employment** shall mean the calendar year in which the employee retires.
- 2) To be eligible for the consideration specified herein, the employee must:
 - a) be in their last year of employment, and
 - b) have signed the appropriate retirement documents prior to making the request.
- 3) Employees shall make all such vacation requests to the Platoon Chief, in writing, and upon receipt of the vacation request, the Platoon Chief shall record the date that it was received.
- 4) Prior to considering any vacation request made under this Letter of Understanding, the Platoon Chief shall first contact the Deputy Fire Chief of Operations, or the Management Administrative Assistant to the Chief to officially confirm the employees intent to retire, as defined in Section 2(b).
- 5) Upon receiving such confirmation that the employee has signed the appropriate retirement documents, the Platoon Chief may then undertake scheduling the employees requested vacation tours using the following rules:

- a) The number of employees scheduled in a vacation tour shall not exceed the number permitted in the Vacation Policy by more than two (2), including the retiring employees.
 - b) Should the combined number of employees requesting special consideration and those already scheduled to take vacation in that tour conflict with Section 5(a), the Platoon Chief will schedule vacation of employees covered by this agreement in order of date of application (application to the Platoon Chief), to the maximum permitted in Section 5(a).
- 6) Either Party may terminate this agreement by providing the other Party thirty (30) days, in writing.

Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "Corporation")**

and

**THE LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
(hereinafter referred to as the "Association")**

**Re: OPERATION (DRIVING) OF FIRE DEPARTMENT SPECIAL TEAM VEHICLES
TO CODE 4 RESPONSES**

The Corporation and the Association recognize that certain special team and ancillary vehicles are dispatched Code 4 to emergency incidents where equipment needed by special teams are required forthwith.

The parties further recognize that a qualified firefighter/ apparatus operator is not always available to drive these vehicles due to hall assignments, personnel deployment and scheduled training.

Notwithstanding the applicable provisions of the Collective Agreement, jointly signed Policies or any Letter of Understanding related to Article 11 and any other applicable articles of the Collective Agreement; the parties agree to the following:

- 1) Any firefighter who possesses a valid DZ license may in an emergency situation, drive the following vehicles with or without attached trailers under Code 4 conditions to an emergency scene:
 - a) Service 1
 - b) Service 8
 - c) Marine 2 and 3

No premium pay shall be payable to the firefighter who operates said vehicles under the aforementioned conditions.

This agreement shall remain in force, unless cancelled by either Party upon 30 days notice

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "Corporation")

and

THE LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

(hereinafter referred to as the "Association")

Re: Remuneration for "On-Platoon" Technical Rescue Instructors

Notwithstanding the applicable provisions of the Collective Agreement and Letters of Understanding, this Letter of Understanding shall provide a mechanism by which members who are trained and qualified as "on-platoon" Technical Rescue Instructors can conduct such training while on-duty.

Those employees trained as "on-platoon" Technical Rescue Instructors by the Calgary Fire Department, shall be allowed to train the other members of their Technical Rescue Team on their respective platoons.

For those hours that the "on-platoon" Technical Rescue Instructors conduct the specialty training, specifically rope rescue, confined space rescue and trench rescue, they shall be paid commensurate with Article 11.01(b) and (d) of the Collective Agreement.

This agreement shall remain in force until all Technical Rescue Team members, to a maximum of nine (9) per platoon, including the "on-platoon" instructors, are trained to the technician level in the areas herein noted or unless cancelled by either party upon thirty (30) days written notice.

WITHOUT PREJUDICE OR PRECEDENT

LETTER OF UNDERSTANDING

- Between -

THE CORPORATION OF THE CITY OF LONDON

-and-

THE LONDON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

SUBJECT: SENIOR OFFICER AND DIVISION HEAD MEETINGS

The purpose of this Letter of Understanding is to provide a mechanism supplemental to the Fire Fighting Division Overtime Policy whereby "off duty" District Chiefs can participate in planning meetings.

Notwithstanding the provisions of the Collective Agreement, Letters of Understanding, or other jointly signed documents and Policies, the Parties agree to the following exceptions to the same:

- 1) Only permanently classified District Chiefs shall be invited to attend.
- 2) A maximum of four (4) meetings will be scheduled during a calendar year; however, should a situation of an emergent nature arise, the Parties may mutually agree to additional meeting(s).
- 3) Attendance for "off-duty" staff is optional.
- 4) Those not scheduled to work the day of the meeting shall be paid in accordance with Article 24.00 of the Collective Agreement.
- 5) Either Party may terminate this agreement by providing the other Party within thirty (30) days notice, in writing.

LONDON FIRE DEPARTMENT

VACATION POLICY

DEFINITIONS

For the purposes of this document the following definitions shall apply:

The term "Division Head" as used herein shall include the bargaining unit positions of Chief Fire Prevention Officer, Director of Training, Apparatus Division Supervisor, and Supervisor of Communications and Information Systems and the excluded positions of Platoon Chief and Manager of Planning and Finance. For clarity, the District Chief is not a "Division Head".

Tour of Duty and/or Tour shall mean a week of vacation as defined in Article 6 – Vacation, and Article 4 – Hours of Work of our Collective Agreement.

Employee Group shall include employees in all Platoons and Divisions save and except the Stores Division.

GENERAL

1. Division Heads, the Stores Clerk, and Administrative Clerks shall prepare and submit proposed vacation schedules to the Fire Chief, or designate, for approval by October 15. A copy shall be forwarded to the President of the Association.

The Platoon Instructor shall submit their vacation requests to the Director of Training (DOT) who shall be responsible for approving such requests, as well as administering and tracking usage of the same. It shall be the Director of Training's responsibility to advise the Platoon Chiefs when the Platoon Instructor is on vacation so that can properly schedule their respective platoons.

2. Vacation scheduling shall occur after September 1st each year subsequent to the release of the Platoon Realignment list and schedules of Staff Development courses.

3. Division Heads are solely responsible and accountable for scheduling the vacations of employees assigned to their employee group and adhering to the terms and conditions of this Procedure and in accordance with our Collective Agreement.

4. Requests for vacation that deviate from the limits permitted under this procedure shall require approval of the Fire Chief or designate.

5. Vacation schedules, as approved by the Fire Chief, or designate, shall be posted and not deviated from except to the extent herein permitted.

6. Employees are allowed to trade vacation tours, if approved by the Division Head. The Division Head shall ensure that trades do not adversely impact an employee's required attendance at scheduled Staff Development courses. However, the Division Head may allow employees who are assigned to attend the same course in that calendar year the opportunity to trade. Trades shall be in conformance with our Collective

Agreement, Letters of Understanding, and any other documents or agreements. Except to the extent herein defined, no employee shall be unreasonably withheld the opportunity to trade vacations with another employee.

7. The Division Head, having approved a vacation trade, shall provide the Fire Chief and the Association with an amended vacation schedule with the date of the revision noted.

8. Fire Fighting Division personnel shall not be permitted to fill or transfer into any vacant summer tours during the calendar year without the approval of the Fire Chief or as permitted in Section 15(b)(iv). Vacant vacation tours shall be used for employees returning to duty from:

- a) Sickness
- b) WSIB
- c) Platoon transfers (mid-year)
- d) Divisional transfers
- e) Reassignments
- f) Courses
- g) New recruits and employees
- h) Other approved leave

9. Employees unable to take their vacation entitlement because of sickness, WSIB and any other approved leave or assignment will be assigned an open vacation tour by the Division Head in accordance with this Procedure. Employees accumulating summer vacation entitlement while off duty for any of the aforementioned reasons shall be entitled to use their vacation within the identified summer vacation slots. Consideration will be given to accommodate the request of the employee. If any challenges arise regarding the placement of employees in the open tours, the Fire Chief in discussion with the President of the Association shall determine the vacation assignment. Following such assignments, the Division Head shall provide the Fire Chief and the Association with a copy of the amended vacation schedule with the date of the revision noted.

10. Increases in vacation entitlement associated with years of service, as defined in Article 6.00 of our Collective Agreement, Sections 6.01 through 6.05, inclusive, shall be taken in the calendar year that the employee completes the required years of service therein noted. This vacation shall be scheduled in the preceding year.

11. Employees with more than three (3) weeks vacation are not required to take the third and fourth weeks, nor the fifth and sixth weeks, in pairs as specified in Article 6.09(a) of our Collective Agreement.

a) Employees assigned to the Fire Fighting Division are allowed to split their summer vacation tour (two (2) consecutive tours of duty). One or both of the tours shall be taken in the off-season.

- b) Employees in all other Divisions are allowed to split their vacation tours.
- 12. An employee temporarily assigned to another Division shall be returned to their permanently assigned Division to take their vacation, as per the approved vacation schedule.
- 13. A member of the Executive Committee of the Association shall monitor the vacation schedules to ensure that personnel are assigned vacation tours in a fair and equitable manner. This member has the right to recommend vacation schedule amendments to Division Head to ensure fair and equitable application of this Procedure.
- 14. The Parties may, from time to time, amend the number of employees assigned to a vacation tour as the number of personnel in a Division increases, or in the event the Parties negotiate changes to Articles 6.00 to 6.05, inclusive.

FIRE FIGHTING DIVISION

- 15. This section defines the vacation procedures directly applicable to employees permanently assigned to the Fire Fighting Division.
 - a) With regard to the employees who are transferred or promoted to another platoon during a calendar year, the Platoon Chief shall endeavour to assign vacation tours similar to the employee's original vacation assignment. In the year following the transfer or promotion, Sections 15(b)(i) through to 15(b)(iii) will apply.
 - b) Upon receiving the Platoon Realignment List, the Platoon Chief shall reassign personnel to vacation tours, if necessary, by classification, so as to be in conformance with Section 15(c) of this Procedure. The following rules shall apply:
 - (i) A Senior Qualified Firefighter promoted to the rank of Captain during the current calendar year will, through a draw process, be permitted to select any vacant summer vacation tour that can be assigned to a Captain.
 - (ii) A Firefighter/Apparatus Operator or Firefighter reclassified to the position of Senior Qualified Firefighter during the current calendar year will, through a draw process, be permitted to select any vacant summer vacation tour that can be assigned to a Senior Qualified Firefighter.
 - (iii) A Firefighter reclassified to the position of Firefighter/Apparatus Operator during the current calendar year will, through a draw process, be permitted to select any vacant summer vacation tour that can be assigned to a Firefighter/Apparatus Operator.
- c) **Summer Vacation**
 - i) A rotation system shall be maintained for all employees in the summer rotation schedule, with the exception of the District Chiefs. The vacation selected by the District Chiefs must be recorded on the approved vacation schedule.

District Chiefs assigned to the same platoon shall not be allowed use vacation tours at the same time.

ii) The summer schedule shall:

1. Include the months of May, June, July, August, September, and, if necessary, the first part of October, and
2. commence in the first week in May.

iii) A summer vacation tour shall be defined as two (2) consecutive tours of duty and shall fall within the months defined in Section 15(c) (ii) (1).

iv) All employees in the Fire Fighting Division shall be assigned a summer vacation tour and such assignment shall be in accordance with this Procedure.

v) When Firefighter recruits are assigned to a platoon their vacation shall be assigned to the tour(s) with the least number of scheduled staff so as to equalize the number of employees off across the summer schedule to the extent possible. In no circumstance shall the total number off staff across the "summer vacation" tours vary by more than one (1), not including a District Chief.

vi) The summer vacation period shall consist of ten (10) - two (2) shift vacation tours falling within the months identified in Section 15(c)(ii)(1).

vii) A maximum of nine (9) employees shall be assigned to each summer vacation tour, not including District Chiefs, but in no case shall there be more than a total of ten (10) personnel assigned.

viii) Each ten (10) - two (2) shift vacation tour shall have assigned a minimum of:

1. one (1) Captain with a maximum of two (2),
2. one (1) Senior Qualified Firefighter with a maximum of two (2),
3. two (2) Firefighter/Apparatus Operators with a maximum of three (3),
4. two (2) Firefighters with a maximum of four (4).

ix) The rotation system shall consist of moving three (3) – summer vacation tours annually as illustrated in Appendix 1 (attached).

x) Employees shall have the choice of taking their vacation entitlement in the off-season vacation tours and are not required to take their vacation entitlement within the summer vacation period. Employees who chose to opt out of the summer vacation schedule **are required to submit their names for off season vacation tours in accordance with Section 15(d)(iv)**. Names of those employees opting out of summer vacation tours shall remain listed on the summer vacation tour of the Master List to ensure the proper rotation is followed in subsequent years.

d) Off-Season Vacation

- i) The off-season schedule shall include the months of January, February, March, April, November, December and remainder of October.
- ii) These tours shall be scheduled as complete shift vacation tours of duty (2 consecutive shifts within the same tour).
- iii) District Chiefs cannot be scheduled off in the same off-season vacation tour.
- iv) Employees shall request tours of vacation, in writing, through a formal application process.
- v) The scheduling of vacation assignments shall be determined by a draw supervised by the Platoon Chief, noting that the draw for each vacation tour shall include all ranks and classifications and not be separated by the same, or any combination thereof.
- vi) Platoon Chiefs shall apply all of the following criteria when scheduling vacation in the “off season” for their platoon:
 - 1. Concerning the scheduling of vacation, the primary objective of Platoon Chiefs is to first equalize or balance the total number of staff off across the “off season” vacation tours, noting that any such equalization is exclusive of District Chiefs, save and except Section 15(d)(vii). For example, if the lowest total number of personnel off on vacation is six (6) then no more than seven (7) are permitted off in any other “off season” tour, or if seven (7) is the lowest number than no more than eight (8) are permitted off in any other “off season” tour. It is important to note that these numbers will vary from platoon and are based on the total vacation liability owed. The *Explanatory Notes* on the following page provides the method of determining the lowest number of individuals permitted off on vacation;

EXPLANATORY NOTES:	Assumptions for the purposes of this example: 181 tours of “off season” vacation to be scheduled 25 “off season” vacation tours available Prior to scheduling vacation, each Platoon Chief shall undertake the following steps to establish the minimum number of individuals off in each “off season” vacation tour on their respective platoon. Step 1 – Divide the number of off season vacation tours to be scheduled by the number of “off season” vacation tours available or $181/25 = 7.24$
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	Step 2 – Rounding off the number calculated in Step 1 gives us 7, which will be the lowest number of staff that will be off per vacation tour on that specific platoon Step 3 – Multiply the lowest number off calculated in Step 2 by the number of “off season” vacation tours or, in this case, $7 \times 25 = 175$ Step 4 – Subtract the total number of “off season” vacation tours to be scheduled from the number in Step 3 or $181 - 175 = 6$ Step 5 – Using the sample data, the Platoon Chief shall be equally distribute their staff across the “off season” vacation tours, in this case 7 individuals in each, and may schedule an 8th person off in 6 “off season” vacation tours.
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2. Working strictly within the parameters established in Section 15(d)(vi)(1), the next step is to schedule individuals into the available vacation tours, noting that the number of individuals permitted out by rank and classification in any one tour shall be determined as follows:

- a) no less than three (3) individuals from the rank of Captain and/or the classification of Senior Qualified Firefighter shall be scheduled off to a maximum of five (5); and
- b) no less than a total of two (2) individuals from the classifications of Firefighter/ Apparatus Operators and/or Firefighter shall be scheduled off to a maximum of five (5).

vii) Allowance may be made in the first tour of January or the last tour of December to accommodate spill over of start or completion of vacation allowances.

viii) In weeks when Christmas and New Years fall, the following exceptions will be allowed:

- 1. the maximum number of Officers shall be three, inclusive of DCs (only one District Chief will be permitted off at one time);
- 2. the maximum number of SQFF's allowed shall be 2;
- 3. the maximum number of FFAO's shall be 3;
- 4. the maximum number of FF shall be 3;
- 5. in the event that there are more requests by employees for a specific vacation tour of duty than is allowed by this Procedure, a

draw by classification will be held to fill the maximum number of positions allowed;

6. for the Christmas, New Years and March break vacation tours of duty, employees who have had these vacation tours of duty off within the last 3 years shall not be involved in the draw.

COMMUNICATIONS DIVISION

16. This section defines the vacation procedures directly applicable to employees permanently assigned to the Communications Division.

- a) Vacation tours will be selected in the following manner:
 - i) Communication Operators scheduled to work Christmas Day may participate in a draw. The employee selected through the draw process will be allowed to take one (1) vacation tour of duty and will not be permitted to enter the draw for Christmas vacation in the next calendar year;
 - ii) having completed the above noted selection process each Communications Operator will select two (2) tours of duty of their vacation entitlement in order of seniority, according to the "Communications Centre Seniority Roll";
 - iii) each Communications Operator will then select the remainder of their vacation entitlement, again in order of seniority; and
 - iv) the complement of the Communications Division shall not be reduced below two (2) Communications Operators through scheduled vacation.

STAFF DIVISIONS

17. This section defines the vacation procedures directly applicable to employees permanently assigned to Divisions other than the Fire Fighting Division and the Communications Division; however, Section 17(a) (ii) shall apply to Platoon Training Instructors.

- a) Vacation tours will be selected in the following manner:
 - i) all vacation tours except one (1) shall be taken as five (5) consecutive days, Monday through Friday; employees may be permitted to take up to a maximum of five (5) days of vacation time, one (1) full day at a time, provided the employee provides (2) weeks (14 calendar days) notice; no request shall be unreasonably denied.
 - ii) all vacation tours except one (1) shall be taken as four (4) consecutive shifts; employees may be permitted to take up to a maximum of four (4) days of vacation time, one (1) full shift at a time, provided the

employee provides (2) weeks (14 calendar days) notice; no request shall be unreasonably denied.

iii) Employees in each Division will select two (2) tours of duty of their vacation entitlement, through a fair and equitable distribution of vacation time throughout the year.

1. Training Division

- a) One (1) Instructor, and /or
- b) the Director of Training or Assistant Director of Training but not both.

2. Fire Prevention Division

- a) Four (4) Fire Prevention Inspectors, and/or
- b) One (1) Public Educator and/or
- c) One (1) Public Information Officer and/or
- d) the Chief Fire Prevention Officer or Assistant Chief Fire Prevention Officer but not both.

3. Clerical/Administrative Division

- a) One (1) Administrative Clerk.
- b) Vacation requests shall be submitted to the Fire Chief or designate.

4. Mechanical Division

- a) One (1) Mechanic, or the Supervisor of Apparatus, or the Assistant Supervisor of Apparatus and/or the Mechanical Technician, Mechanic/Facilities Technician or the Electronics Technician.

5. Stores Division

- a) One (1) person may be off in any one (1) tour of duty.
- b) The Stores Clerk shall submit a vacation request to the Fire Chief or designate.

iv) for the purposes of determining the number of employees off, the following rules shall apply, recognizing that all employees shall be eligible to apply for vacation use during the weeks of Christmas, New Years and spring school breaks. The following number of staff for the aforementioned statutory holidays will remain on duty:

1. Training Division

- a) Two (2) Staff – one shall be qualified to act as Director of Training.

2. Fire Prevention Division

- a) Chief Fire Prevention Officer or Assistant Chief Fire Prevention Officer and six (6) Fire Prevention Inspectors (total permitted off shall include those using accumulated time off).

3. Clerical/Administrative Division

- a) One (1) Administrative Clerk

4. Mechanical Division

- a) Two (2) Mechanics.

5. Stores Division - No restriction

6. Platoon Training Instructor – No restriction

APPENDIX 1

Figure 1 – Fire Fighting Division Rotation Pattern

Tour	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
1		8	5	2	9	6	3	10	7	4	Repeat
2	2	9	6	3	10	7	4		8	5	
3	3	10	7	4		8	5	2	9	6	
4	4		8	5	2	9	6	3	10	7	
5	5	2	9	6	3	10	7	4	1	8	
6	6	3	10	7	4	1	8	5	2	9	
7	7	4	1	8	5	2	9	6	3	10	
8	8	5	2	9	6	3	10	7	4	1	
9	9	6	3	10	7	4		8	5	2	
10	10	7	4		8	5	2	9	6	3	

WITHOUT PRECEDENT AND PREJUDICE

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(the City)

- and -

LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

(the Association)

SUBJECT: Qualifications and 12.03

This Letter of Understanding addresses the issue of employees who are serving in a Division other than the Fire Fighting Division, by either being reassigned, appointed, promoted, or transferred and are acquiring courses that are typically offered as part of a London Fire Services' "qualification process" (e.g. courses that would generally "qualify" individuals thereby allowing them to Act in a senior position or rank).

The parties acknowledge that it may be necessary to assign employees to participate in specific training courses, to give these employees the skills and abilities necessary to perform specific job functions and/or duties. As well, the parties recognize that by assigning employees to participate in specific courses, that upon successful completion of these courses, these employees would have then completed courses that are typically provided as part of the formal "qualification" process.

Therefore, the parties agree that when employees are assigned to and successfully complete courses, that are provided with the sole purpose of giving employees the skills and abilities to perform designated functions and/or duties, and not as part of the official "qualification" process, the employees shall not be considered "qualified", until such time as all employees who are senior to them have been offered and attended the said courses identified in the Educational and Promotional Policy that would "qualify" them as defined under article 12.03 of the Collective Agreement.

This agreement shall be in effect until such time either party provides notice of termination. Notice of termination shall be in writing and provide thirty (30) days notice.

WITHOUT PREJUDICE AND PRECEDENT

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF LONDON

(Herein referred to as the Corporation)

-And-

THE LONDON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

(Herein referred to as the Association)

SUBJECT: Fire Fighting Division "Off Shift" Training Delivery Model

Notwithstanding the provision of the *Article 4 - Hours of Work*, more specifically Article 4.00(a) pertaining to the "*regular hours of work for all employees assigned to fire fighting duties*" within the Fire Fighting Division, save and except the Platoon Training Instructors, the Corporation and the Association, agree to temporarily change the hours of work for all ranks and classifications in that Division (herein referred to as employees) for the purposes of delivering certain types of training programs, which may be more effectively delivered on duty but "off shift". The Association shall be notified in advance of the topic and scheduling of said programs.

For these purposes, it is acknowledged and agreed that the Corporation may undertake the actions described below:

Five (5) Day (Monday to Friday) Training Program

1. Where a training program is five (5) days in duration, held on a Monday to Friday, inclusive, the Corporation may reschedule the hours of work for any employees assigned to attend the said training program. During the duration of the training program the employee's hours of work shall be five shifts, 8:00 a.m. to 4:30 p.m. with one half hour for lunch, Monday to Friday inclusive of each week, not to exceed forty (40) hours per week.

2. Employees whose normally scheduled 24 hour shifts fall on a Saturday or Sunday prior to and after a training week will be provided time off under the formula identified in Table 1.

Table 1: Five (5) Day Training Program Training Hours to Time Off Conversion

Normally Scheduled 24 Hour Shifts Before and After a Five (5) Day (Monday to Friday) Training Program	Time in Lieu Off
Thursday & Saturday followed by Friday & Sunday	Saturday – Off 1945 hrs to 0745 hrs Sunday – Off 0745 hrs to 1945 hrs
Friday & Sunday followed by Saturday & Monday	Sunday – Off 24 hours Saturday – Off 24 hours
Saturday & Monday followed by Sunday & Tuesday	Saturday – Off 1945 hrs to 0745 hrs Sunday – Off 0745 hrs to 1945 hrs
Sunday & Tuesday followed by Monday & Wednesday	Sunday – Off 24 hours

Two Consecutive Five (5) Day (Monday to Friday) Training Programs

1. Where a training program is ten (10) days in duration or two (2) consecutive calendar weeks, held on Monday to Friday, inclusive, the Corporation may reschedule the hours of work for any employees assigned to attend the said training program. During the duration of the training program the employee's hours of work shall be five shifts, 8:00 a.m. to 4:30 p.m. with one half hour for lunch, Monday to Friday inclusive of each week, not to exceed forty (40) hours per week.
2. Employees whose normally scheduled 24 hour shifts fall on a Saturday or Sunday prior to and after training weeks will be provided time off under the formula identified in Table 2.

Table 2: Two Consecutive Five (5) Day Training Program Training Hours to Time Off**Conversion**

Normally Scheduled 24 Hour Shifts Before and After a Five (5) Day (Monday to Friday) Training Program	Time in Lieu Off
Thursday & Saturday followed by Friday & Sunday followed by Saturday & Monday	Saturday – Off 1945 hrs to 0745 hrs Sunday – Off 24 Hours Saturday – Off 24 Hours
Friday & Sunday followed by Saturday & Monday followed by Sunday & Tuesday	Sunday – Off 24 hours Saturday – Off 24 hours Sunday – Off 0745 hrs to 1945 hrs
Saturday & Monday followed by Sunday & Tuesday followed by Monday & Wednesday	Saturday – Off 1945 hrs to 0745 hrs Sunday – Off 24 hours
Sunday & Tuesday followed by Monday & Wednesday followed by Tuesday & Thursday	Sunday – Off 24 hours

Less than a Five (5) Day (Monday to Friday) Training Program

3. When a training program is less than five (5) days in duration, scheduled Monday to Wednesday, each training day will be no less than 8 hours but no more than ten (10) hours in duration per day.
4. Employees may be scheduled in such training programs for up to three (3) consecutive calendar days.

5. Those hours spent in the training program shall not be eligible for overtime; however, employees will be given the equivalent number of hours off on their next normally scheduled 24-hour shift that falls on a Monday through Friday, inclusive. Table 3, describes how the time spent in the training program will be converted to time off; however, the employee shall have the option with the approval of the Platoon Chief of taking time off at the beginning or end of their next regularly scheduled shift.

Table 3: Less than a Five (5) Day (Monday to Friday)

Training Program Training Hours to Time Off Conversion

Duration of Training Program	Hours Off Duty Next Normally Scheduled Monday to Friday Shift
8.0 hours	0745 hrs to 1545 hours
10.0 hours	0745 hrs to 1745 hrs
16.0 hours	0745 to 2245 hours
20.0 hours	Full Shift Off
24.0 hours	Full Shift Off

General

6. Platoon Chiefs shall be responsible to ensure the selected employees are scheduled to attend the training program(s) on the dates identified.
7. Training program(s), as identified by Fire Administration are mandatory and all employees identified are required to attend on the date(s) noted.
8. Notwithstanding the provisions of Item 9 of this agreement, when a number of employees are scheduled to attend the same training program within the same calendar year, they may be permitted to trade with another employee under the following conditions:
- The employee seeking the trade and the employee consenting to the trade are:
 - on the same platoon; and
 - within the same classification;
 - The employees wishing to make a trade shall jointly submit a formal request in writing to the Director of Training, copying the Platoon Chief;
9. If in the opinion of the Director of Training, the trade does not adversely impact the training program, schedules, etc., they may approve the trade, notifying the employees and the Platoon Chief of the changes.

10. Resolution of any dispute relating to trade of scheduled training programs falls within the sole discretion of Fire Chief or designate.
11. This Letter of Understanding will become effective for the 2010 training year on or after January 3, 2010, noting that the provisions herein may be implemented earlier with the agreement of the parties.
12. The parties agree that the existing CODP program, more specifically those courses offered in 2009, as well as the C5 and C6 programs offered in 2010, shall not be affected by this Letter of Understanding. The provisions of this Letter of Understanding shall come into effect as they relate to the CODP program or any replacement program thereof in the 2011 program year.
13. This Letter of Understanding is without precedent or prejudice to any other matters between the parties.

Without Precedent and Prejudice

LETTER OF UNDERSTANDING

BETWEEN:

**The Corporation of the City of London
(herein referred to as the Corporation)**

-and-

**London Professional Fire Fighters Association
(herein referred to as the Association)**

SUBJECT: CRITICAL INCIDENT STRESS MANAGEMENT TEAM

The Corporation and the Association herein agree to the formal establishment of a Critical Incident Stress Management (CISM) team for the purposes of providing support and assistance to those members of the London Fire Department who in the performance of their duties are exposed to traumatic events. This Letter of Understanding formalizes the structure and operation of the CISM team.

1. Team Membership

- a. Members of the CISM team will be comprised of individuals serving with the London Fire Department (Department), save and except the Mental Health Professional who will be an independent party with credentials in CISM.
- b. Participation and involvement with the CISM team shall be strictly on a voluntary basis.
- c. Members of the Department are encouraged to participate; however, the number of members on the team will be at the discretion of Fire Administration, noting that the Team Coordinator and Mental Health Professional will jointly advise Fire Administration when new members may be required.
- d. The process of filling Department member vacancies on the CISM team is as follows:
 1. The Fire Chief or designate shall solicit volunteers by way of a thirty (30) day posting in every workplace and Division;
 2. As part of the acceptance procedure, individuals applying for these positions must forward a written request to participate to the Fire

Chief or Designate.

Only individuals who have successfully completed the required training shall be deemed qualified to be a team member.

- e. Any member of a Team who is deemed by the Fire Chief or designate not to be competent and/or not making a reasonable effort to attain competency may be removed from the Team.
- f. The Team Coordinator and Mental Health Professional may conduct an investigation and may recommend that a member(s) be removed from the team for reasons including, but not limited to, a violation of the List of Ethics as described within the CISM Team Manual. On receipt of the recommendation and review of the facts, the Fire Chief or designate may remove the member forthwith. A Team member may be suspended from participating as a member of the CISM Team while an investigation is conducted.
- g. Recognizing that participation is voluntary but also that a significant investment in training is required, it is preferred that applicants serve on the team for at least two (2) years.
- h. To provide adequate time to train new members, members are required to provide ninety (90) days notice of their intent to resign. In situations of extenuating circumstances, a member may be released from this obligation following a review by the Fire Administration and the Association's Executive.

2. Team Coordinator

- a. Only qualified members of the CISM may serve as the Team Coordinator.
- b. Team members will select the Team Coordinator by a simple majority vote, noting that the maximum term that a Team Coordinator may serve in that role is two (2) years.
- c. Every two (2) years or sooner if required, all members will be polled to seek their interest in serving in that position, noting that the existing Team Coordinator may run for consecutive terms.
- d. The Director of Training shall be responsible for polling the team, as well as coordinating the vote should more than one (1) candidate declare formal interest in that position, unless the Director of Training is one of the candidates. In the latter case, the Assistant Director of Training shall conduct the vote. If a conflict of interest remains, the Administrative Deputy overseeing the Training Division shall name an independent third party to conduct the vote.
- e. The team members may with a simple majority remove the Team Coordinator from that position if in their opinion they feel the member is not serving the team properly. Should the Team decide to invoke such action, they will submit to the Fire Chief or designate a letter requesting the same. The Fire Chief or designate will remove the identified member from the role and undertake action to replace the individual using the method herein identified.

3. Alternate Team Coordinator

- a. Only qualified members of the CISM may serve as the Alternate Team Coordinator.
- b. Team members will select the Alternate Team Coordinator by a simple majority vote, noting that the maximum term that an Alternate Team Coordinator may serve in that role is two (2) years.
- c. Every two (2) years or sooner if required, all members will be polled to seek their interest in serving in that position, noting that the existing Alternate Team Coordinator may run for consecutive terms.
- d. The Director of Training shall be responsible for polling the team, as well as coordinating the vote should more than one (1) candidate be interested in that position, unless the Director of Training is one of the candidates. In the latter case, the Assistant Director of Training shall conduct the vote. If a conflict of interest remains, the Administrative Deputy overseeing the Training Division shall name an independent third party to conduct the vote.
- e. The team members may with a simple majority remove the Alternate Team Coordinator from that position if in their opinion the member is not serving the team properly. Should the Team decide to invoke such action, they will submit to the Fire Chief or designate a letter requesting the same. The Fire Chief or designate will remove the identified member from the role and undertake action to replace the individual using the method herein identified.

4. CISM Activation

- a. Only qualified team members shall participate in Department initiated defusings and debriefings, noting that Platoon Chiefs will first use on-duty team members unless those members were involved in the traumatic incident. A minimum of two (2) CISM team members must be present at every defusing and debriefing.
- b. Where there are insufficient team members on duty to conduct a defusing or debriefing, the Platoon Chief, through the Communications Division, shall call in the required number of off duty CISM members.
- c. The CISM team members shall be called in on a rotation basis, in order of seniority, from an established list identifying qualified team members.
- d. CISM team members who come in off-duty shall be compensated in accordance with the terms of the Collective Agreement.

5. Scheduled Off-Duty Attendance

- a. The CISM team may meet within the hours of work specified in Article 4.01 up to four (4) times per year, noting that any off-duty member shall be compensated at a monetary rate of 1.5 times their regular rate of pay for those hours which they attended the meeting.

- b. Off-duty team members required to attend CISM training sessions shall be compensated at a monetary rate of 1.5 times their regular rate of pay for a minimum of three (3) hours.

6. Specialized Training/Conferences

- a. When economically feasible, the Department will attempt to provide opportunities to attend specialized training and/or conferences.
- b. The CISM Team Coordinator will submit requests for attendance for the same during the regular budget process, at which time the request will be considered with other departmental budgetary requests.
- c. Recognizing that opportunities may be limited to one or a few members of the team, the Team Coordinator is always provided first right of refusal; all other opportunities shall be offered to the team members on a rotation basis, in order of seniority, from the established list identifying qualified team members.

7. Duration Of Agreement

The agreement herein described shall be in effect until such time either Party provides notice of termination. Notice of termination shall be in writing and provide thirty (30) days notice.