

Appendix E

SUBMITTED APRIL 12, 2017 AT APPROXIMATELY 9:15 PM BY THE CORPORATION

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(the "Corporation")

and

THE LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

(the "Association")

Whereas the London Professional Fire Fighters Association ("Association") and the Corporation of the City of London (the "Corporation") are parties to a collective agreement that expired on December 31, 2010; and

Whereas the Association and the Corporation entered into negotiations to replace that collective agreement upon its expiry; and

Whereas the Association and the Corporation wish to resolve their outstanding differences and conclude a collective agreement.

Now therefore the parties agree as follows:

1. The representatives of the Corporation and the Association have accepted and agreed to recommend to their respective principals for ratification, the terms of settlement per Schedule "A" attached hereto.
2. It is recognized that all changes unless otherwise specified, shall come into effect 30 calendar days following ratification by both parties.
3. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewal Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.
4. The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters between them with respect to a renewal collective agreement and that there are no representations (written or otherwise) that either party has relied upon that have not been recorded herein. All proposals,

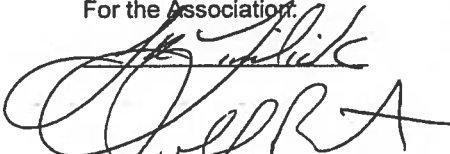
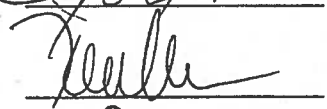

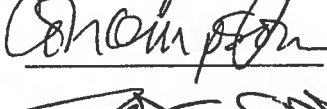
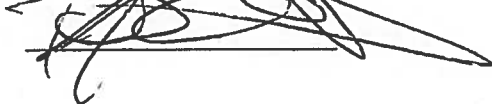
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arguments and positions written and/or verbal not resolved herein are withdrawn on a without prejudice or precedent basis.

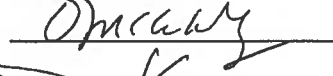

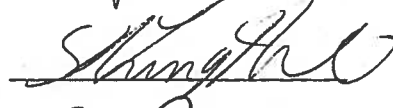


5. The Parties agree that the renewal Collective Agreement shall include the terms and conditions of the previous Collective Agreement which expired December 31, 2010 except as amended, deleted from or added to by virtue of Schedule "A" attached hereto.
6. Final acceptance of the Memorandum of Agreement is subject to majority vote in the affirmative by the membership of the Association and the elected Council of the Corporation of the City of London. Should either party fail to ratify, then this Memorandum shall be declared null and void and shall not be disclosed or relied upon by either party in any interest arbitration. This Memorandum shall be confidential to the parties and not disclosed to the public or any other person.

Signed this 12th day of April, 2017.

For the Association:

For the Corporation:

SCHEDULE "A"

**1. Amend Lieu Day Formula for Fire Fighters and Communications Operators
– Amend Article 7 as follows:**

Effective Date: January 1, 2018

7.01

Each extra day's pay shall be computed and fixed at ~~4/440~~ **1/182** of the employee's annual rate of pay for employees assigned to Fire Fighting and Communications Division. Staff personnel working 8 hour shifts, except Fire Prevention Inspectors and Public Fire and Life Safety Educators, shall be paid at the rate of ~~1/260~~ for the employee's annual rate of pay. All employees shall be paid in accordance with their permanent classifications on the date in question under Article 11.

**2. Eliminate Lieu Day Pay for all Employees not in Fire Fighting or
Communications Divisions – Amend Article 7 as follows:**

Effective Date: January 1, 2018

7.00

~~(a) Each employee except Fire Prevention Inspectors and Public Fire and Life Safety Educators shall be paid a the last pay day in November in each year, or on termination of employment, one extra day's pay for each of the following Statutory Holiday being as follows:-~~ 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 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

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

- (b) ~~Fire Prevention Inspectors Public Fire and Life Safety Educators shall take the holidays listed for Article 7 in accordance with the practice for these employees whose hours of work are identified in Article 4.01.~~ **Employees in 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 his/her annual salary for each of the Statutory Holidays listed above occurring during his/her period of employment in the said year.**

7.01

Each extra day's pay shall be computed and fixed at ~~4/40~~ **1/182** of the employee's annual rate of pay for employees assigned to Fire Fighting and Communications Division. ~~Staff personnel working 8-hour shifts, except Fire Prevention Inspectors and Public Fire and Life Safety Educators, shall be paid at the rate of 1/260 for the employee's annual rate of pay.~~ All These employees shall be paid in accordance with their permanent classifications on the date in question under Article 11.

3. Elimination of Extra Overtime Benefit for Communications Operators who work a Statutory Holiday. Delete current Article 7.03

~~7.03 A Communications Operator who is required to work on a recognized-observed calendar Statutory or Paid Holiday listed in 7.00 shall be paid time and one half the employee's regular rate of pay for the hours worked between 0001 and 2400 of the paid holiday.~~

4. Disciplinary Timelines and Sunset Clause. Amend Article 26.00 as follows:

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 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.

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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 ~~twenty-one (21)~~ **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.

26.01(b) 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.

5. WSIB Top Up – Amend Article 8 as follows:

Delete Article 8.02(a) and (b) and replace as follows:

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 his or her 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 ~~full salary and benefits in accordance with Article 8.02~~ for the period of absence due to ~~accident or occupational illness incurred in the performance of duties~~ **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.**

Parties agree to grandparent [REDACTED] who will continue

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to have their WSIB top up calculated based on the previous wording of Article 8.02 (a) as provided in the 2008 to 2010 Collective Agreement for as long as they continue to be in receipt of their current WSIA benefits. [This paragraph will not form part of the collective agreement but is enforceable under the grievance and arbitration procedures within the collective agreement]

6. Add to Article 9.00(a) the following:
- Dispensing fee cap maximum of \$7.50
 - Mandatory generic drug substitution except on express instruction of physician

7. Exclusions from the Bargaining Unit and Contracting out

1.00 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, Management Administrative Assistant to the Fire Chief, and an Attendance Manager, and **Platoon Chief(s)** for a total of ~~six (6)~~ **seven (7)** ~~Management exclusions 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.

- **Exclusion of Platoon Chiefs to be effective October 1, 2018.**

1.04(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 1.04 of the Collective Agreement, and without prejudice to the position of either party with respect to the interpretation of Article 1.04, the parties agree as follows: that the Fire Chief may, at his/her 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 his/her availability.

1.04(b) Notwithstanding Article 1.04(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.

1.04(c) Notwithstanding 1.04(a), work formerly performed by Platoon Chief(s) will be performed by employees excluded from the bargaining unit.

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Amend the Collective Agreement, Letters of Understanding, Memorandum of Agreements and jointly signed Policies so as to address all references to Platoon Chief(s) where to do so is necessary to reflect their exclusion from the LPFFA bargaining unit.

Amend the Collective Agreement, Letters of Understanding, Memorandum of Agreements and jointly signed Policies, as required, to address the changing complement of District Chiefs, including but not limited to, changes to the vacation policy (i.e. the number of District Chiefs permitted out in any one vacation tour).

Add the following to Article 11 Fire Fighting Division:

- **Add: "Note 2: The parties agree that there shall be 12 employees classified as officers who are paid at a minimum of 135%"**

Upon the effective dates of the exclusions being implemented as noted above, amend Article 11.00 as follows:

- **Effective October 1, 2018 adjust the classification rate of District Chief from 125% to 135%.**
- **Effective October 1, 2018 adjust the classification rate of Captain from 115% to 118%**

Change Article 20.04 (a) to 20.04(a)(i)

Add 20.04 (a)(ii): "Article 20.04(a)(i) does not apply to vehicles operated by excluded positions."

Change Article 20.04(b) to 20.04(b)(i)

Add 20.04(b)(ii): "Article 20.04(b)(i) does not apply to vehicles operated by excluded positions or District Chiefs."

Amend Article 11 as follows:

11.10

(a) Promotional exams with a pass mark of 70% shall be provided for the positions of Captain, District Chief, Assistant Fire Prevention Officer, and Assistant Director of Training. ~~Supervisor of Communication and Information Systems~~. 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 and Supervisor of Communications and Information Systems. 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.

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The parties agree the employees who hold the positions of Assistant Chief Fire Prevention Officer, Assistant Director of Training and Assistant Supervisor of Apparatus (as of April 12, 2017) will not be required to write the promotional exam for the Chief Fire Prevention Officer, Director of Training, Supervisor of Apparatus respectively. [This paragraph will not form part of the collective agreement but is enforceable under the grievance and arbitration procedures within the collective agreement].

The parties agree the employees who are qualified to act in the positions of Assistant Chief Fire Prevention Officer, Assistant Director of Training, and Assistant Supervisor of Apparatus, (as of April 12, 2017), shall:

- (a) continue to be eligible to act in the positions Chief Fire Prevention Officer, Director of Training and Supervisor of Apparatus respectively;
- (b) not be required to requalify for the positions of Assistant Chief Fire Prevention Officer, Assistant Director of Training and Assistant Supervisor of Apparatus; and
- (c) be required to successfully pass the promotional exam as is outlined in Article 11.10 (b) to be permanently promoted to the positions of Chief Fire Prevention Officer, Director of Training and Supervisor of Apparatus respectively. [This paragraph will not form part of the collective agreement but is enforceable under the grievance and arbitration procedures within the collective agreement].

8. Salary increases as follows:

The parties agree to the following wage adjustments to the First Class Fire Fighter, all other classifications adjusted accordingly.

January 1, 2011	2.98%
January 1, 2012	1.40%
July 1, 2012	1.40%
January 1, 2013	1.45%
July 1, 2013	1.30%
January 1, 2014	2.60%
January 1, 2015	1.95%
January 1, 2016	0.95%
January 1, 2017	0.95%
January 1, 2018	0.95%
December 1, 2018	See paragraph below
January 1, 2019	1.1%
July 1, 2019	1.2%

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The parties agree that on December 1, 2018 the first class fire fighter rate will be adjusted by an amount equivalent to the market value adjustment that will be provided to the London Police Services First Class Constable rate on December 1, 2018 as outlined in the Memorandum of Agreement between the Police Services Board and the London Police Association entered into in 2015.

The parties acknowledge that the Arbitration Board awarded a one (1) percent lump sum payment effective January 1, 2011 and a 1.9% increase for January 1, 2012, January 1, 2013 and January 1, 2014 to bargaining unit members as part of the interim adjustments made. The parties agree that these payments will be accounted for in the final calculation of the retroactive pay for each bargaining unit member. The retroactive pay will be paid within 120 calendar days following the date of ratification by both parties.

The parties agree that the retroactive payments as set out above will be payable to those persons who were members of the bargaining unit for any part of the term of this replacement collective agreement but who were not part of the bargaining unit as at the date of ratification by both parties. The parties agree that this includes any estate of a member who would have been covered as part of the replacement collective agreement. The parties agree that these payments will be accounted for in the final calculation of the retroactive pay for each of these individuals. The retroactive pay for these individuals will be paid within 120 calendar days following the date of ratification by both parties.

9. Effective 30 calendar days following ratification of this Agreement by both parties, increase the current short term disability from a maximum of \$1000 per week to \$2000 per week.
10. Effective 30 calendar days following ratification of this Agreement by both parties increase the current Vision Care Plan of \$300/24 consecutive months (not subject to deductible terms) to \$400/24 consecutive months.
11. Amend Article 9 as follows:
 - Delete the following bullets:
 - ~~Liberty Health Chiropractic Care—\$400/12 months, to supplement differential between the amount payable by the Ontario Health Insurance Plan and the chiropractor's charge for the visit~~
 - ~~Liberty Health Physiotherapy/Registered Massage—\$400/12 months (to supplement differential between the amount payable to the Ontario Health Insurance Plan and the charge for the visit~~
 - ~~Effective November 1, 2002—Speech Pathologist Maximum allowable per \$500 per person per benefit year~~
 - Add the following bullet:

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- o **Effective 60 calendar days following ratification by both parties, 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 one thousand five hundred (\$1500) per person per benefit year.**

12. **Effective 30 calendar days following ratification of this Agreement by both parties amend "Psychological Services \$120 per hour, maximum of 6 hours per benefit year" to "Psychological Services - up to \$120 per hour, maximum of 9 hours per benefit year provided by registered Psychologist or other medical professional as otherwise authorized in the discretion of the Corporation".**

13. **Effective 30 calendar days following ratification of this Agreement by both parties amend Article 9.0(e) as follows:**

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, in such circumstances the Corporation's insurance coverage shall become the second payor)

14. **Amend Article 12.03 by adding the following addendum to the Article**

[...]

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 the date of ratification 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.

15. **Amend Article 29.00 change "2008" to "2011" and change "2010" to "2019".**