

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

(The "Corporation")

AND

**THE LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION**

(The "Association")

The representatives of the Corporation and the Association have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect January 1, 2020. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1 The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.

2 The Parties agree that the renewed Collective Agreement shall include the terms and conditions of the Previous Collective Agreement which expires December 31, 2019 except as amended, deleted from or added to by virtue of this Memorandum.

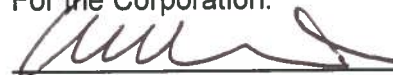
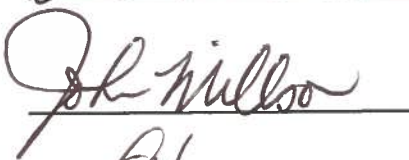
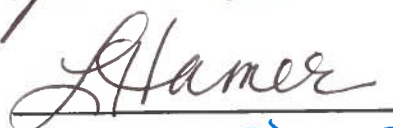



3 Notwithstanding Article 29.00 of the Collective Agreement, the parties agree to waive all notice requirements relating to the parties' intent to bargain with a view to the renewal of the Collective Agreement.

SUBMITTED June 20, 2019 BY THE CORPORATION WITHOUT PREJUDICE OR PRECEDENT


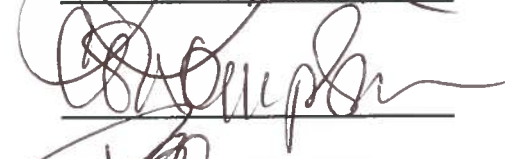

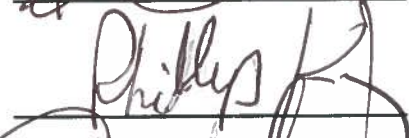


4 Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Association and the elected Council of The Corporation of the City of London.

Signed this 20<sup>th</sup> day of, June, 2019

For the Corporation:

For the Association:

1. Article 1 – RECOGNITION AND ASSOCIATION DUES

Add to Article 1.06 as follows:

**(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.**

2. Article 4 – HOURS OF WORK

Delete the following from Article 4.01:

(iv) when recalled to duty during his/her period of standby, shall be given an equivalent number of hours off duty from his/her regular hours of work equal to the number of hours for which he/she is recalled to duty in his/her 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. ~~For employees recalled to duty to Middlesex County, the maximum allowance shall be 1 hour at the start and 1 hour at the end of the call-back period~~

3. ARTICLE 9 – HOSPITAL, MEDICAL AND GROUP LIFE INSURANCE

Amend Article 9.00(a) as follows:

Liberty Health Extended Care Plan

..

- o Effective May 21, 2017 mandatory generic drug substitution ~~except on express instruction of physician~~

The following paragraphs (a) and (b) not to form part of the collective agreement.

The parties acknowledge and agree to the following regarding Article 9.00(a) mandatory generic drug substitution:

- a) The process in place to administer the mandatory generic drug substitution, as implemented by the insurer effective May 21, 2017 and which may be amended from time to time by the insurer, is in accordance with the parties' agreement with respect to mandatory drug substitution as set out in the 2017 Memorandum of Agreement and complies with Article 9.00(a) as outlined above.
- b) The parties agree to the following as it relates to the implementation of the mandatory generic drug substitution:

- i. Any employee who was prescribed and continuously using a brand name drug prior to April 21, 2017 shall continue to be covered under the applicable insurance plan in accordance with the terms of the plan for the brand name drug until such time as the Employee is no longer prescribed the drug. If the employee discontinues use of the brand name drug and thereafter is prescribed the brand name drug again – the insurer's mandatory generic drug substitution process, as may be amended from time to time, will apply to the prescription on a go forward basis.
- ii. 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 in obtaining that consent/filling out the form and provided the Employee provides a written invoice verifying the cost and amount paid by the Employee.
- iii. The Corporation or delegate shall reimburse those employees described in paragraph 4(b)(i) who purchased a brand name drug prescribed by their physician but were covered under the applicable insurance plan only for the cost of the generic drug in an amount equal to the additional cost they incurred to purchase the brand name drug upon provision of a written invoice verifying the cost and amount paid by the Employee.

#### 4. Article 24 – Recall to Duty and Overtime

##### NEW Article 24.00 (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).**

Not to Form part of the collective agreement: regarding new Article 24.00(e), the parties agree that any employee in Fire Prevention Division, Apparatus Division, Training Division, Stores Division and Clerical Administrative Division, who was called in to work on a statutory holiday (as defined in Article 7.00(a)) for the time period May 21, 2017 up to and including the date of ratification of this Agreement will be paid for such time, or offered the choice of banking the time, as provided in new Article 24.00(e).

#### 5. ARTICLE 11 – Classification and Salaries

Amend Article 11.00 as follows:

##### **FIRE FIGHTING DIVISION**

Classifications	Salary Rate	Special Notes
Captain	115%	
	118%	Effective October 1, 2018
	120%	Effective January 1, 2020
Senior Qualified Firefighter	<del>102%</del>	<del>52 most senior employees qualified as Captains (13 per platoon) One (1) SQFF per Fire Hall.</del>
	100%	Effective January 1, 2020
2 <sup>nd</sup> Class Firefighter	90%	
3 <sup>rd</sup> Class Firefighter	85%	
4 <sup>th</sup> Class Firefighter	80%	
5 <sup>th</sup> Class Firefighter Probationary	70%	(second six months)
5 <sup>th</sup> Class Firefighter Probationary	65%	(first six months)

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

3 <sup>rd</sup> Class Firefighter	80%
4 <sup>th</sup> Class Firefighter	70%
5 <sup>th</sup> Class Firefighter	60%

- Amend the collective agreement to reflect the above changes in classifications for new hires including seniority provisions but parties agree to keep recruit exams as currently provided (i.e. at 6 months)

Employees classified as 5<sup>th</sup> Class Firefighter shall be subject to a ~~the total~~ probationary period of twelve months. ~~, first be classified and paid as "Fire Fighter 5th Class, Probationary - 1st six months" and in the second six months of the said total probationary period, the employee shall be classified and paid at the rate of "Fire Fighter 5th Class, Probationary - 2nd six 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 Inspector

Old Certification Program		OFM Certification - Education Level					
		Minimum Qualifications as per Job Description	4 Courses	8 Courses	12 Courses	16 Courses	NFPA 921, Comprehensive Review and Certification
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%	115% 117% Effective January 1, 2020

**Effective January 1, 2020, One-time adjustment of the Public Information Coordinator to reflect 95% of 1<sup>st</sup> Class Firefighter rate**

**Effective January 1, 2024 one-time adjustment of the Public Information Coordinator to reflect 97% of 1<sup>st</sup> Class Firefighter rate**

**Effective January 1, 2024 one-time adjustment of the Public Fire and Life Safety Educator to reflect 97% of 1<sup>st</sup> Class Firefighter rate**

## **TRAINING DIVISION**

<b>Classifications</b>	<b>Salary Rate</b>
<b>Director of Training</b>	<b>135%</b>
<b>Assistant Director of Training</b>	<b>125%</b>
<b>Training Instructor</b>	<b><del>115%</del></b>
	<b>117% Effective January 1, 2020</b>

## **COMMUNICATIONS DIVISION**

<b>Classifications</b>	<b>Salary Rate</b>
<b>Supervisor of Communications</b>	<b><del>115%</del></b>
<b>and Information Systems</b>	<b>120% Effective January 1, 2020</b>

11.01(b)

- (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 (~~115%~~) while performing the training duties as assigned. If such assignment deprives the employee of acting in a higher capacity than his/her permanent classification on his/her regularly assigned Platoon/Division, he/she shall receive the

higher rate of salary of the assignment which he/she would have earned in the acting capacity.

...

~~The senior, qualified individual permanently assigned to the Training Division will act in place of the Director after the first day of absence.~~

11.02 ~~Employees shall be reclassified automatically as, and paid at the rate of a "Fire Fighter 5th Class —2nd six months" on completion of the first six months of the probationary period. The probationary period of any "Fire Fighter 5th Class —2nd six months", 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 ~~—second six months~~, advancing to Fire Fighter 4th Class, within a period of not less than ~~eighteen calendar weeks and not more than twenty-one~~ **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 ~~—second six months~~".

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.

11.09 (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.

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.~~ 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~~, **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.

The parties agree the employees who are qualified to act in the positions of Assistant Chief

Fire Prevention Officer and Assistant Director of Training (as of June 19, 2019) shall:

(a) continue to be eligible to act in the positions Chief Fire Prevention Officer and Director of Training;

(b) not be required to requalify for the positions of Assistant Chief Fire Prevention Officer, and Assistant Director of Training; 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 and Director of Training respectively. [This paragraph will not form part of the collective agreement but is enforceable under the grievance and arbitration procedures within the collective agreement]

## 6. District Chief classification – Qualification and Promotional Process

Add wording to the Collective Agreement and amend as applicable to provide for the following:

- **Step 1**
  - **Offer to Captains by seniority to take the Senior Officer Development Program until the program is full at a maximum of 12 participants**
  - **The Fire Chief determines the content of the SODP**
  - **Ontario Fire College Courses will be marked by the Ontario Fire Marshall. All other exams will be marked by London Fire Administration and a member of the Training Division**
  - **All mandatory courses and exams within the SODP i.e. Fire Officer III etc. must be completed with a minimum of a 70% pass rate**
  - **For clarity, a minimum of 70% on each individual assessment is required**
  - **Successful completion of Step 1 moves a candidate to Step 2**
- **Step 2**
  - **Candidates who successfully complete Step 1 shall participate in the following assessments set by the Fire Chief:**
    - **Written exam 25% - will be marked by London Fire Administration and a member of the Training Division. A member of the LPFFA executive may attend as an observer.**
    - **Oral presentation 25% - a member of the LPFFA executive and a member of the Training Division may attend as observers**
    - **Interview 25% - a member of the LPFFA executive may attend as an observer**
    - **Practical incident command evaluation 25% - a member of the LPFFA executive and a member of the Training Division may attend as observers**
  - **Fire Administration will conduct and grade these assessments 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
  - Based on the results from above as expressed as a percentage, successful candidates will be placed in one of two groups
    - Group 1 – 85-100%
    - Group 2 – 70-84.9%
  - Within each group, successful candidates are ranked by seniority eg. #1 is the most senior, #2 is the next senior etc
  - A promotional and qualified acting list for the DC 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 DC classification shall be filled by offering to the first person on the earliest list. The earliest chronological list will take precedent, for example the 2022 list precedes any subsequent list.
- Effective January 1 2022, the top 16 Captains who are qualified as District Chief shall be paid a 2% premium calculated as a percentage of the 1<sup>st</sup> class firefighter salary
- Add provision to the CA to provide that 12 District Chiefs will be assigned to respond in command vehicles

## 7. Article 16 – Bereavement Leave

New Article 16.00(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.**

## 8. Article 20 – SAFETY

Amend 20.02

- (a) On each shift from the Fire Fighting, ~~Training, Apparatus~~ Divisions 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 employees (Fire Fighters, ~~Training, Apparatus,~~ but does not apply to Platoon Training Instructors) 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:

- (ii) 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 Training 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 Training Instructor shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:**

**(ii) 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 Training 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:**

**(iii) 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:**

**(iv) 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 Training Instructor 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 his/her 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 his/her 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

## 9. Article 21 – Grievance and Arbitration

Amend as follows:

~~**STEP 3** — An employee's complaint which is not settled at Step 2 may be submitted by the Grievance Committee in writing to the Board of Control (through the City Manager, or the City Clerk of the Employer) within seven (7) days following delivery of the Director of Human Resources' decision at Step 2 of the Grievance Procedure, or within twelve (12) days following submission of the grievance to the Director of Human Resources, whichever is the later. The Board of Control shall deal with the grievance at its next regular meeting following receipt of the grievance by the City Manager or City Clerk, as aforesaid, and give its decision in writing and cause the same to be delivered to the Association, not later than the fifth day following the said meeting; delivery of the written decision to the Association may be made by delivering same to any member of the Grievance Committee of the Association. At this step, there may be present any of the following who shall be permitted to assist in the submission and presentation of the grievance to the Board of Control, namely the employee, any member(s) of the Grievance Committee of the Association and any Solicitor, agent or spokesman for the Association which may include any representative of the International Association or the Provincial Association with which the Association is affiliated.~~

~~**STEP 4**~~ **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 ~~Board of Control~~ **Director of Human Resources**, as aforesaid, the grievance shall be deemed to be abandoned.

10. Term and Salary increases as follows:

- Collective Agreement term commencing January 1, 2020 and ending December 31, 2024 with the following salary increases:

January 1, 2020	1%
January 1, 2021	1%
January 1, 2022	1%
January 1, 2023	1.5%
July 1, 2023	1.45%
January 1, 2024	1.5%
July 1, 2024	1.35%

11. Article 11 – CLASSIFICATIONS AND SALARIES

Amend the collective agreement as required to provide for the following:

- Experience pay for all classifications within the bargaining unit at 3% of First Class Firefighter salary (more than 8 years of completed service with the London Fire Department), 6% of First Class Firefighter salary (more than 17 years of completed service with the London Fire Department) and 9% of First Class Firefighter salary (more than 23 years of completed service with the London Fire Department).
- **Effective January 1, 2020**, amend the base salary of Senior Qualified Firefighter and Firefighter Apparatus Operator to reflect 100% of the First Class Firefighter.
- Confirm a transition plan with the LPFFA to remove the classification of Firefighter Apparatus Operator by no later than the end of the term of the new collective agreement and provide for driving responsibilities in the First Class Firefighter classification.

~~11.08 (a) Service Pay~~

~~All employees classified as Public Fire and Life Safety Educator, Public Information Coordinator or employed in the Apparatus, Stores and Clerical/Administrative Divisions, with five years' service or more and less than ten years of service shall be paid service pay of \$60.00 annually. These employees with ten years of service or more, and less than fifteen years' service shall be paid service pay of \$120.00 annually; these employees with fifteen years of service or more, and less than twenty years of service shall be paid service pay of \$180.00 annually. These employees with twenty years of service or more, and less than twenty-five years of service shall be paid service pay of \$240.00 annually; employees with twenty-five years or more and less than thirty years of service shall be paid service pay of \$300.00 annually; employees with thirty years of service or more shall be paid service pay of \$360.00 annually. Employees covered by this article with service for a part of the year shall have entitlement pro-rated. Service~~

~~pay will be paid in a single payment to be made on the last pay date of a year, or at time of separation.~~

- ~~(b) A Communication Operator qualified by service requirements shall receive \$75.00 annually for every five years of continuous service. Communication Operators hired after Jan. 1/91, shall receive \$60.00 annually for every five years of continuous service.~~

~~A Communication Operator who leaves the employ of the employer shall be entitled to service pay on a pro rata basis for the portion of year served.~~

~~(c) Experience Pay~~

(1) ~~A number of fire fighters~~ **All classifications within the bargaining unit** are entitled to experience payments which are all calculated as a percentage of the 1<sup>st</sup> 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%	\$X
6%	\$X
9%	\$X

**Effective January 1, 2021**

3%	\$X
6%	\$X
9%	\$X

**Effective January 1, 2022**



3%	\$X
6%	\$X
9%	\$X

**Effective January 1, 2023**

3%	\$X
6%	\$X
9%	\$X

**Effective January 1, 2024**

3%	\$X
6%	\$X
9%	\$X

**Effective January 1, 2025**

3%	\$X
6%	\$X
9%	\$X

(2) i) ~~Fire-Fighters~~ **Employees** who have completed eight (8) years of service with the London Fire Department ~~as a Fire-Fighter in suppression~~ shall be entitled to receive an experience payment of **3%**.

ii) In the same fashion, ~~Fire-Fighters~~ **employees** who have completed seventeen (17) years of service with the London Fire Department ~~as a Fire-Fighter in suppression~~ shall be entitled to receive an experience payment of **6%**.

iii) In the same fashion, ~~Fire-Fighters~~ **employees** who have completed twenty-three (23) years of service with the London Fire Department ~~as a Fire-Fighter in suppression~~ shall be entitled to receive experience payment of **9%**.

iv) ~~These payments shall also apply to persons who are classified as Fire-Fighter Apparatus Operators and persons who are classified as Senior-Qualified Fire-Fighters.~~

~~v) Any Fire Fighter who, at the completion of eight (8) years of service, has committed to, and is actively participating in the qualification process for promotion under Article 12.07 but has not yet been classified as a Fire Fighter Apparatus Operator or a Senior Qualified Fire Fighter shall, in addition to the applicable experience pay rate, be also entitled to receive 2% of the 1<sup>st</sup> Class Fire Fighter's salary rate as if he or she were a Fire Fighter Apparatus Operator or a Senior Qualified Fire Fighter. The additional 2% shall cease when the Fire Fighter receives 102% when they are reclassified as a Fire Fighter Apparatus Operator or a Senior Qualified Fire Fighter, whichever comes first, or when they are no longer actively in the Department's Company Officer Development Program.~~

~~(3) i) Fire Fighters who have completed eight (8) years of service with the Department as a Fire Prevention Inspector shall be entitled to receive an experience payment of 1%.~~

~~ii) In the same fashion, Fire Fighters who have completed seventeen (17) years of service with the Department as a Fire Prevention Inspector shall be entitled to receive an experience payment of 4%.~~

~~iii) In the same fashion, Fire Fighters who have completed twenty three (23) years of service with the Department as a Fire Prevention Inspector shall be entitled to receive an experience payment of 7%.~~

~~(4) District Chiefs, Captains, Director of Training, Assistant Director of Training, Chief Fire Prevention Officer, Assistant Chief Fire Prevention Officer and Training Instructors, including Platoon Training Instructors, shall be entitled to an experience payment based upon a percentage of the 1<sup>st</sup> Class Firefighter salary rate in accordance with the scale set out below:~~

~~More than eight (8) years of completed service: 3%~~

~~More than seventeen (17) years of completed service: 6%~~

~~More than twenty three (23) years of completed service: 9%~~

~~(5) Article 11.08(c) shall not apply to employees classified as Public Fire and Life Safety Educator, Public Information Co-ordinator, or employed in the Stores, Apparatus, Communication and Clerical/Administrative Divisions.~~

## 12. 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:

...

- ~~Effective May 21, 2017, Dispensing fee cap maximum of \$7.50, effective January 1, 2020 \$10.00~~
- Liberty Health Eye Vision Care Plan - \$300/24 consecutive months (not subject to deductible terms). ~~Effective May 21, 2017 \$400/24 months (not subject to deductible terms).~~ **Effective January 1, 2020 \$500/24 months (not subject to deductible terms).** \$80 every 24 consecutive months for eye exam benefit. **Effective January 1, 2020, \$100 every 24 consecutive months for eye exam benefit.**

...

- Liberty Health Hearing Aid Plan - \$250/24 months **effective January 1, 2020, \$2500/36 months**, ~~Liberty Health Hearing Aid with Ear Molds - 100% reimbursement up to a maximum of \$500 per 12 consecutive months.~~
- Osteopath, Naturopath, Podiatrist – Per treatment up to \$15, maximum number of treatments 20 per person per calendar year (each practitioner). **Effective January 1, 2020 Osteopath, Naturopath, Podiatrist – Per treatment up to \$20 maximum number of treatments 20 per person per calendar year (each practitioner).**
- ~~Psychological Services – \$120 per hour, maximum 6 hours per benefit year. Effective May 21, 2017—~~ 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. **Effective January 1, 2020 up to \$3500 per benefit year provided by registered Psychologist or other professional as otherwise authorized in the discretion of the Corporation.**
- ~~Effective June 20, 2017, 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 **(effective January 1, 2020 two thousand dollars (\$2000) per benefit year)**.

- (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:

....

- Rider No. 3 (orthodontic) with a lifetime maximum benefit of \$4,000.00 **(Effective January 1, 2022, \$5000.00)**.
  - 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, \$5000.00)**.
  - No deductible
  - 50/50 co-insurance

Add provision to Article 9 to provide the following:

**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.**

### 13. NEW - Health Care Spending Account

#### **New Article 9.07**

**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.

Association acknowledges and agrees that retirees shall receive and maintain the retiree benefits under the collective agreement under which they have retired. For clarity, they shall not receive any changes to benefits that may occur in subsequent collective agreements negotiated after the collective agreement during which they retired.

## 15 - LEAVE OF ABSENCE

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;**  
**(i) seventy-five percent (75%) of the employee's regular weekly bi-weekly earnings and the sum of the bi-weekly employment insurance benefits and any other earnings; and**  
**(ii) the 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.

#### 14. New Article

**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.**

15. Amend Collective Agreement to provide for Platoon Training Instructors to be classified under the Training Division.

16. Trial period - Fire Prevention Inspectors – 10 hour work days on a 4 day work week schedule. Work day 8 a.m. to 6 p.m. Two schedules – Monday to Thursday and Tuesday to Friday. Chief Fire Prevention Officer and Assistant Chief Fire Prevention Officer will be assigned as directed by Fire Chief or designate. A two year trial period commencing **no later than** January, 2021 to December 2023.

17. Any other changes, amendments, deletions or additions to the collective agreement in order to give effect to the proposals outlined above.

## 18. LETTERS OF UNDERSTANDING

Renew all letters of Understanding with the following amendments/deletions:

- Implementation and Operation – London Fire Department Specialized Teams: amend the number of Backup Communicators from 3 members to 1 to 2 certified members
- Co-Op Student(s) – Fire Prevention Division and Communications Division: amend paragraph 7 (A) as follows:
  - o 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 the fire fighting crews are "on-scene", the Fire Prevention co-op student(s) will not be permitted to enter the building ~~without the express consent and knowledge of the Incident Commander~~.
- Re: Call-in Policy – Special Team Addendum – put this LOU into the Call In Policy
- Delete LOU – Attendance at the Canadian Emergency Preparedness College (CEPC)
- Trial Vacation Policy - add public educators to the policy - rename "Vacation Policy" and meet with the Association regarding policy during the term of the new collective agreement

### 1. Housekeeping

- correct spelling errors, delete past effective dates and typos as applicable.
- replace all he/she/his/her/him pronouns to "they/their"
- update titles – Director of Human Resources – Chief Human Resources Officer
- change squad to platoon throughout the collective agreement

The parties agree effective Jun 1, 2020 to adjust the rate of the Platoon Training Instructor from

115% to 117%

SM

LC

AB

Jh

SNL

AA

PR

**NOTICES:**

**1. Article 4 – HOURS OF WORK**

Notice that, in accordance with Article 4.00(b)(ii) only communication operators who are recalled to duty while on vacation, will receive 2 times their hourly rate for their first shift worked and the balance of shifts occurring during the vacation leave shall be at the applicable overtime rate and such an employee will be deemed to have observed such vacation

- (b) Persons employed as Communication Operators shall work a twelve (12) hour shift for an annual average of forty-two (42) hours per week.

..

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.

**2. Article 24.00 – RECALL TO DUTY AND OVERTIME**

Notice that, in accordance with Article 24.00 (b)(i) and (ii) – such overtime banks shall not exceed 40 hours.

...

(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 his 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 his 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 his 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.

3. Article 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. The Corporation to implement Article 20.05 at a time during the term of the new collective agreement.

**SCHEDULE "A"**

**2499771 ONTARIO CORPORATION  
PART OF LOT 3, PLAN 33M-239, EXCEPT  
PART 1, PLAN 33R-9640 SWIFTSURE COURT  
TRAFALGAR INDUSTRIAL PARK, PHASE III**



LOCATION MAP

