THE CITY OF WINNIPEG

-and-

THE UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

MEMORANDUM OF AGREEMENT

JANUARY 1, 2021 TO DECEMBER 31, 2023

Errors and Omissions Excepted

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WINNIPEG
AND
THE UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF IAFF

ERRORS AND OMISSIONS EXCEPTED

1. General

It is understood and agreed that the negotiating committees of The City of Winnipeg and the United Fire Fighters of Winnipeg Local 867 (UFFW) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and UFFW agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired December 31, 2020 as follows:

A. All amendments to the Agreement will take effect upon ratification by both parties unless otherwise specifically stated.
B. All provisions of the Collective Agreement remain status quo except as specifically stated.
C. All provisions of the Collective Agreement that require amendment to reflect changes in the term of the Agreement, salary adjustments and re-numbering of articles shall be made without change to the underlying intent or meaning of those provisions.
D. The date of ratification of this Agreement shall be the first date on which both parties have ratified the Memorandum of Agreement.

2. Term of Agreement

January 1, 2021 to December 31, 2023

3. General Wage Increase

The City shall increase all bi-weekly/hourly rates in effect as follows:

Effective December 31, 2021 – 2.0%
Effective December 31, 2022 – 1.9%
Effective December 31, 2023 – 2.0%

Other Adjustments

Effective January 2, 2022:

- Increase PCP Premium to 5% rank differential (from 3% rank differential) after 9 years of service in bargaining unit serving as a Fire Fighter PCP
- Extend PCP Premium to eligible academy officers
- Increase Platoon Safety Officer rank differential from 135% to 137%
- Eliminate Safety Manager position and replace with Director of Safety and Health, rank differential to be Step 1 143%, Step 2 147% and Step 3 150%
- Increase OST Coordinator premium to 4% rank differential (from 2%)

- Wildland Trainer to receive OST premium of 2%
- Gender neutral language – the parties agree to amendments to language throughout the agreement to reflect gender neutral wording. Change references to 'fire hall' in agreement to 'fire station' throughout.
- Amend language regarding occupational health unit and their titles.
- Items from page 141 – 142 of collective agreement to be moved to body of collective agreement or into LOUs, as may be agreed to by the parties during the life of the agreement.

4. **Amendments to the Collective Agreement** — Appendix A

Article 2 – Effective Date, Duration, Revision and Termination
Article 5 – Clothing
Article 9 – Promotions
Article 10 – Seniority
Article 13 – Hours of Work
Article 14 – Overtime
Article 15 – Training Courses
Article 17 – Leave of Absence
Article 19 – Annual Vacations and Public Holidays
Article 28 – Living Conditions
Article 36 – Vision Care
Article 42 – Staff Development
Article 52 – Fire Fighter and Fire Fighter – Primary Care Paramedic (PCP)
Appendix 2 – Excerpts from Labour Board Minutes of Settlement Dated September 6, 2002
Appendix 3 – Company Officer Development Program

5. Letters of Understanding:

No. 1 – Officer's Training Course **Renew**
No. 2 – Acting in the Fire Prevention and Public Education Branch **Renew**
No. 3 – Bargaining Protocol **Renew**
No. 4 – Retirement Supplement **Renew**
No. 5 – Respectful Workplace **Renew**
No. 6 – Fire-Medic Upgrading to PCP **Renew**
No. 7 – Re: 5.2.1 Footwear **Renew**
No. 8 – Optional Compensation for Leave Entitlements **Renew**
No. 9 – Temporary Position **Renew**
No. 10 – Annual Leave Schedule for Fire Prevention Branch and Public Education Branch **Renew**
No. 11 – Fire Fighter Clothing Entitlement-Point System **Delete and renumber remaining LOU's**
No. 12 – **Revise and Renew** LOU, and delete its "Appendix A - Incumbents in the Position of Fire Investigator at time of Signing" (at p. 123)
No. 13 – Public Education **Renew**
No. 14 – Operational Training Components **Renew**
No. 15 – Overtime Call-In **Revise and Renew**
No. 16 – Public Education Coordinator **Renew**
No. 17 – Temporary Employees **Renew**

No. 18 – Annual Leave Rotation Schedule **Renew**
No. 19 – Annual Vacations and Public Holidays **Renew**
No. 20 – Union President Leave **Delete and renumber remaining LOU's**
No. 21 – Agreed Interpretation of Articles 16, 19 and 39 of the CBA **Renew**
No. 22 – Wellness and Fitness **Renew**
No. 23 – Discussion Summary Document **Renew**
MOA – Platoon Safety Officer **Revise and Renew**
Page 142 – Joint Training Committee - **Delete**

Add:

New LOU – RE: Letter of Understanding #4 - RETIREMENT SUPPLEMENT
New LOU – RE: Conversion Of 100% Cotton Station Wear to Fire Resistant Station Clothing and Clothing and Equipment Issue
New LOU – Modified Workweek in the Fire Prevention, Public Education and Academy of Fire and Emergency Services Branches
New LOU – UFFW President Leave and UFFW Mental Health Fund
New LOU – Flex Benefits Program
New LOU – Equity, Diversity & Inclusion

Salary Schedule – Amendments

AGREED THIS 3rd DAY OF SEPTEMBER, 2021

FOR THE CITY OF WINNIPEG

Allan Beach
Senior Manager of Labour Relations
and Negotiation Services

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG LOCAL 867 OF IAFF

Alex Forrest
President

APPENDIX A

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

ARTICLE 2 – EFFECTIVE DATE, DURATION, REVISION, AND TERMINATION

2.1 This Agreement shall come into effect on the ~~25th day of December, 2016~~ **1st day of January, 2021**.

2.2 This Agreement shall be binding upon the parties hereto from its effective date until ~~December 31, 2020,~~ **December 31, 2023** and thereafter until replaced or terminated as hereinafter provided.

ARTICLE 5 - CLOTHING

Replace current Article 5 with the following NEW language:

5.1 The City will make all reasonable efforts to ensure an adequate supply of clothing to meet regular and seasonal requirements of the employees.

5.2 All uniform clothing to be issued shall be union made and be current in make and style. In any circumstance where the City is of the view that purchasing union made clothing is not practicable, it shall seek the agreement of the Union to purchase uniform clothing that is not union made, which agreement the Union shall not unreasonably withhold.

5.3 The style of all clothing issue shall be jointly considered and agreed to by the City and the Union. Compliance with NFPA standards for structural firefighting clothing to be mutually agreed to by the Union and the City.

5.4 The parties agree that, in accordance with the provision above, the clothing issue may be reviewed from time to time at the request of either party. Any changes to the issue during the course of the Collective Agreement must be by mutual agreement, and on a cost neutral basis.

5.5 The City will provide six (6) dry cleaning coupons for uniforms per year plus one (1) jacket, or one (1) parka coupon every one (1) year to all uniformed personnel, with the exception of the following who will receive fourteen (14) dry cleaning coupons per year, plus one (1) jacket, or one (1) parka coupon every one (1) year.

Fire Prevention Officers
Academy Training Officers
Public Education Officers
Public Education Coordinator
Safety and Equipment Officer

Platoon Chiefs
District Chiefs

5.6 In the event that clothing items are not available when replacement is required, the affected member will be issued a written acknowledgement for later issuance.

5.7 For the purposes of this Article, "as required" refers to any item of clothing or equipment specified in this Article that, through reasonable wear and tear, including clothing that is frayed, oil stained or damaged during the performance of a member's duty, becomes unserviceable or unfit for wear. All such items, upon approval of the member's immediate supervisor, shall be returned to Stores prior to issuance of any replacement item.

5.8 Any items acquired from WFPS Stores shall be in the size of the member and for intended use by that member while on duty.

5.9 Requests for issuance of clothing shall be made to the member's immediate supervisor. If the member and the immediate supervisor do not agree that an article of clothing or equipment is required, it shall be referred to the second removed supervisor. If there remains dispute at the level of the second removed supervisor, the matter shall be referred to the Deputy Chief whose decision shall be final, and not subject to grievance or arbitration.

5.10 Station wear shirts and pants shall be of a mutually agreed style and material, meeting or exceeding standards set out in NFPA 1975 – Standard on Emergency Services Work Apparel.

5.11 Any future significant changeover of material or style of station wear shirts and pants will result in an initial issue of five (5) shirts and four (4) pairs of pants.

5.12 Upon promotion to a higher rank, members will receive three (3) pairs of rank epaulettes and insignia to be replenished on an as required basis.

5.13 Upon promotion to the rank of District Chief, Platoon Safety Officer and above, members will receive one (1) military style sweater to be replenished on an as required basis.

Clothing and Equipment Issue

Operations Branch

5.14 Members of the Operations Branch shall receive the following as an initial issue. All items will be replenished on an as required basis:

One (1) formal dress uniform that shall include-
-uniform jacket

-uniform trousers
-long sleeve dress white shirt
-two (2) neckties
-dress cap
-cap badge
-breast badge
-dress shoes

Five (5) station wear shirts
Four (4) station wear pants
Four (4) cotton T-shirts (to December 31, 2021)
Four (4) FR T-shirts (starting January 2, 2022)
One (1) belt
One (1) pair footwear
One (1) job shirt
One (1) winter jacket
One (1) pair winter gloves
One (1) toque
One (1) baseball cap
One (1) pair sweat pants
One (1) pair sweat shorts
One (1) duffle bag
One (1) firefighter gear bag

5.15 Upon promotion to a rank requiring the wearing of white shirts, members will receive five (5) shirts as an initial issue replenished thereafter on an as required basis.

5.16 At the discretion of the City, members qualified in Technical Rescue and Wildland Urban Interface specialty programs will be issued specialty footwear replenished thereafter on an as required basis.

Fire Prevention and Public Education Branches

5.17 Members promoted or accommodated to the Fire Prevention and Public Education Branches will receive the following as an initial issue replenished thereafter on an as required basis:

Four (4) pairs of uniform shirts
Four (4) pairs of uniform pants
Four (4) cotton T-shirts
One (1) Fire Prevention jacket
One (1) pair coveralls

All additional personal protective equipment as required.

Academy of Fire and Emergency Services

5.18 Members promoted or accommodated to the Academy of Fire and Emergency Services Branch will receive the following as an initial issue replenished thereafter on an as required basis:
Four (4) pairs of uniform shirts
Four (4) pairs of uniform pants
Four (4) cotton T-shirts
One (1) pair coveralls
All additional personal protective equipment as required.

Emergency Mechanical Services Branch

5.19 Members of the Emergency Mechanical Services Branch shall receive the following as an initial issue replenished thereafter on an as required basis:

One (1) formal dress uniform that shall include-
- **-uniform jacket**
- **-uniform trousers**
- **-long sleeve dress white shirt**
- **-two (2) neckties**
- **-dress cap**
- **-cap badge**
- **-breast badge**
- **-dress shoes**

Five (5) pair uniform shirts
Four (4) pair uniform pants
Four (4) cotton t-shirts
One (1) belt
One (1) pair footwear
One (1) job shirt
One (1) winter jacket
One (1) pair winter gloves
One (1) toque
One (1) baseball cap
One (1) duffle bag
One (1) pair coveralls

All additional personal protective equipment as required.

ARTICLE 9 - PROMOTIONS

Article 9.5 amend to read as follows:

The subject material of the four (4) progressive tests shall be taken from the ~~I.F.S.T.A. manuals~~ **manual in use for the fire fighter certification.** ~~manuals or other job related material~~. Employees shall be given four (4) months advance notice of the date of the progressive test and shall be provided a study guide outlining major topics of that test, appropriate reference material and an opportunity to review the subjects with an Academy Instructor.

Article 9.15(b) – amend to read as follows:

Platoon Safety Officer **and Director of Health and Safety** will be made in accordance with the Memorandum of Agreement Re: Platoon Safety Officer/Director of Health and Safety.

Article 9.27 - Amend to read as follows:

The requirement as to the depth of learning in each topic and the procedures used in the assessment and method of evaluation of the Program, will be subject to input from, and agreement by, the Union.

The exception to the clause requiring input and agreement by the Union is any component of training that falls within the accredited Fire Officer Level I, Level II and ***Level III*** Programs, including which institution delivers these Programs and how the Programs will be delivered.

Current District Chief program as set out in Appendix 2 will run up to Reg. number 1609. Reg. number 1610 will become the first number to enter into the accredited Fire Officer III program (FOIII).

Promotions to Administrative Positions

9.44 Promotions to the ranks of Director of Fire Prevention, Director of Training, Director of Emergency Mechanical Services, Platoon Chief, Assistant Director of Training, Supervisor of Emergency Mechanical Services, **Director of Health and** Safety ~~Manager~~**,** shall be by appointment at the sole discretion of the Chief, which discretion shall be reasonably exercised "subject to the following conditions"

(f) Senior selected candidates from each Branch will be given first consideration, however applications for the positions of Director of Fire Prevention, Director of EMSB, Director of Training, and **Director of Health and Safety** ~~Safety and Equipment Officer~~ may be received from any Branch.

(i) The Department shall make reasonable efforts to ensure that the eight (8) most senior ranking District Chiefs (article 9.48 applicable) shall be provided a minimum of three (3) tours mentoring with a Platoon Chief

annually. Time spent mentoring will not count towards the District Chief's 1500 hours (second salary step). Secondly, District Chiefs shall be mentored when resources permit in a conditionally available status. There shall be no back-filling required for District Chiefs. During any designated mentoring time, the District Chief's start/end times shall mirror the Platoon Chief's start/end times to maximize the mentoring experience during shift changes. For clarity, the District Chief will not be paid acting pay as Platoon Chief when mentoring with a Platoon Chief.

On-Shift Trainers (Facilitators)

Replace existing 9.51 to 9.57 with the following new language:

9.51 **There may be On-Shift Trainers in a faculty model for various specialty programs established by the City. There shall be four (4) On-Shift Trainers plus a total of four (4) alternates, with one assigned to each platoon, per specialty program.**

9.52 **The City shall provide the designated Trainers with training on how to train.**

9.53 **These special Trainers shall continue to be assigned at Stations where the special equipment is available in order to enhance their expertise, and in order that they be available for fire scenes involving that skill or equipment. The positions will be for periods of four (4) years maximum with rotation and reposting expected at that time.**

These Trainers shall receive a two percent (2%) pay increment applicable to the entire year, subject to a maximum of one hundred and twenty-five percent (125%).

9.54 **Vacancies, subject to specialty programs established under Section 9.51 shall be posted and the senior qualified applicant on the shift in question in respect of the particular skill being trained shall be awarded the position. In filling these vacancies it is agreed that preference will be given to the existing alternate On-Shift Trainer recognizing that this creates a variance to senior qualified.**

9.55 **Additional On-Shift Trainers for any program may be selected by the City as per Section 9.54 above.**

a) knowledge of the skill area to be taught; and

b) aptitude to teach (which does not require a pre-appointment teaching certification).

When training or preparing for training as authorized by the City, these additional Trainers shall receive an additional two percent (2%) pay for time worked in the said training and authorized preparation time, to a maximum of one hundred and twenty-five percent (125%).

9.56 **The purpose of the use of additional On-Shift Trainers is not to undermine or erode the role of the Academy, to erode the number for Fire Fighters on active duty on suppression on a particular shift or to avoid the application of Sections**

9.51 and 9.52 in positions of essentially the same training activity and responsibility.

9.57 When a specialty program has a Coordinator/Chair, which shall be selected from among the program's On-Shift Trainers, they shall receive a four percent (4%) premium to a maximum of one hundred and twenty-five percent (125%). For clarity, the Coordinator shall remain as the On-shift Trainer but shall not be entitled to the premium set out in 9.53.

ARTICLE 10 - SENIORITY

Add NEW 10:06 as follows:

Employees transferring between EMSB and Air Room Technician Positions shall retain seniority rights in the position which they held prior to such transfer for a period of six (6) months. During this six (6) month period they may return to their former position at their own request or at the request of Management, if found unsuitable, without loss of seniority or other accumulated rights, except for promotions which may have taken place during their absence and were dealt with in accordance with the provisions of this Collective Agreement.

Article 13 – HOURS OF WORK

Add new section as follows as article 13, and renumber subsequent articles accordingly:

Centralized Gear Washing and Maintenance Dept

13.9 The work week for employees in the Centralized Gear Washing and Maintenance Dept. shall consist of forty (40) hours per calendar week or a forty-two (42) hours per calendar week.

13.10 The shift cycle will consist of four (4) weeks of forty-eight (48) hours of work per week or forty-four (44) hours of work week, two (2) weeks of thirty-four (34) hours of work per week and two (2) weeks of thirty-eight (38) hours of work per week, for an average of forty-two (42) hours or (40) hours of work per week for each week of the shift cycle over an eight (8) week period.

13.11 Employees in this department shall work a four (4) platoon system

ARTICLE 14 – OVERTIME

14.13 Amend first paragraph to read as follows:

When the City determines that it is necessary to call-in Fire Fighters on overtime, call in will be determined: first by skill level in the categories noted below based on the

operational need of the City; then by seniority rotation. **An employee may not work a shift immediately before or after a scheduled shift.**

Article 15 – TRAINING COURSES

Delete existing article 15.1 and 15.2 and replace with the following, and renumber subsequent articles:

Attendance at External Training Courses

15.1 Training courses and related travel expenses are to be handled in accordance with the City's policies on this subject.

ARTICLE 17 – LEAVE OF ABSENCE

17.23 The City will grant a leave of absence not to exceed ~~fifty-two (52)~~ **sixty-three (63)** continuous weeks to any employee who has completed ~~twelve (12)~~ **seven (7) months' service [...]**

ARTICLE 19 – ANNUAL VACATIONS AND PUBLIC HOLIDAYS

19.21 Add as number **9. National Day for Truth and Reconciliation (September 30),** and renumber remaining holidays accordingly

19.22 Add at end of article the following: [...] ~~and~~ **Louis Riel Day will be treated as the twelfth (12th) public holiday and the National Day for Truth and Reconciliation will be treated as the thirteenth (13th) public holiday.**

ARTICLE 28 – LIVING CONDITIONS

Delete all of Article 28 and replace with the following:

28.1 Departmental facilities will be subject to inspection by the Safety Committee in accordance with Workplace Health and Safety Legislation. Wherever possible and practical, items requiring attention will be dealt with in the calendar year of the inspection. Otherwise, such items will be included in the estimates of the following year and given high priority

ARTICLE 36- VISION CARE

Revise as follows:

36.2 ~~Effective December 12, 2012, maximum benefits payable under this Plan shall be three hundred dollars ($300.00) per eligible person in a twenty-four (24) month period and seventy-five ($75.00) per eligible person for the cost of eye examinations in a twenty-four (24) month period.~~

36.4 Effective May 1, 2005, the City of Winnipeg shall provide standard ~~Blue Cross~~ Ambulance and Semi-Private Hospital coverage for eligible employees and their eligible dependent(s) with one hundred percent (100%) of the cost of coverage to be paid by the City.

ARTICLE 42 – STAFF DEVELOPMENT

42.1 The City of Winnipeg will supply and maintain a ~~VCR~~ television in each Fire ~~Hall~~ **Station**. Additional audio visual equipment, education equipment and aids shall be supplied and maintained for each Fire ~~Hall~~ **Station** as required as determined by Union Management Committee discussions.

42.2 Each Fire ~~Hall~~ **Station** and **Branch shall have access to the learning management system (LMS)**. ~~a library bookcase in a central and accessible location in the Station or Branch. The Library shall contain:~~

~~a) A training course outline and/or manual for each course taught by the Department and where possible those taught for the Department.~~

~~b) Each outline, manual and standard shall be updated as required. Each Hall and Branch shall have the necessary stationery supplies to maintain the Library in good order.~~

~~c) A copy of City directives, policies and by-laws relevant to the workplace.~~

42.3 A copy of NFPA Standards and Provincial Fire Commissioner documents referenced in a bulletin or job description for any position within the bargaining unit shall be retained in the office of each Platoon/District Chief **and accessible online through LMS**.

42.4 The criteria and method of selection of ~~Specialty Team Facilitators~~ **On-Shift Trainers** shall be published with each request to fill vacancies.

ARTICLE 52 – FIRE FIGHTER AND FIRE FIGHTER - PRIMARY CARE PARAMEDIC (PCP)

52.4 Add to end of existing article 52.4 the following paragraph:

Fire Fighters hired as, or designated after hire, as a Fire Fighter- PCP after ratification of the Collective Agreement expiring December 31, 2023, must commit to maintaining their PCP status for twelve (12) years after which the member may elect to discontinue their PCP status as above.

Appendix 2 – Amend by adding the following after the existing text:

The current District Chief program as set out herein will run up to Reg. number 1609. Reg. number 1610 will become the first number to enter into the accredited Fire Officer III program (FOIII).

Appendix 3 – Delete

MOA at p. 137 to be replaced with the following:

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF WINNIPEG AND
THE UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF IAFF

Re: Platoon Safety Officer (PSO) / Director of Health and Safety (DOHS)

1. **Upon reaching seniority to enter into the role of acting DC/PSO, candidates will be required to apply for a position in the DC and the PSO development program. The applicants will be called to apply to an expression of interest posted by the Academy of Fire Rescue services. The programs will call for application based on departmental needs. Candidates participating in both programs may act in both streams before promotion.**

2. **DC and PSO development programs will consist of accredited programming pertinent to each stream along with department and City programs which will assist in the performance of the duties required by the specific positions mentioned. PSO candidates shall commit to pursuing their Occupational Health Certificate or comparable education/training with a view to achieving their CRSP certification.**

3. **Candidates will select only one stream to participate in. Once entered into either the DC or PSO stream the candidate will progress through their chosen stream as a career path and will not have the option to participate in the alternate stream, unless agreed to by the City. Should the parties agree to a change in chosen stream, the following shall apply:**

    - **The Employee may not use their seniority to bump someone out of a position**
    - **The Employee will be required to wait for a vacancy in the alternate stream, to then be filled by seniority. The Employee must possess the required qualifications**
    - **The Employee may be required to undergo refresher training/mentoring as required**

4. **DCs will progress through their selected career stream to become eligible to act as and apply for the position of Platoon Chief.**

5. **PSOs will progress through their selected career stream to become eligible to act as and apply for the position of Director of Safety. PSOs will be given first consideration to Act as Director of Safety. PSOs will be given first consideration to fill vacancy for the Director of Safety position, subject to the provisions of article 9.44.**

6. **PSOs will not act as District Chief or Platoon Chief, nor be considered for Platoon Chief vacancies.**

7. Candidates in both streams will, upon promotion to the rank of DC/PSO, enter into a one-year mentoring program under the direct supervision of their Platoon Chief/Director of Safety.

8. The Parties agree to work co-operatively should any issues arise regarding implementation of the above programs, including but not limited to those regarding training and staffing of vacancies.

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LOU No. 12 at p. 121 to be amended by changing the last paragraph only, as follows:

In accordance with an arbitration decision dated September 28, 2005 of Arbitrator Blair Graham, Q.C. the method of selection for the position of Fire Investigations Coordinator shall be the process described in Article 9.31 of the Collective Agreement. ~~for the purpose of filling the present vacancy in the position, incumbent employees of the Fire Investigations Branch (as listed in Appendix A to the Letter of Understanding) shall have first opportunity to apply, and for the purpose of seniority relating to said application, shall be considered to have unbroken service in the Fire Investigations Branch.~~

And by deleting the following Appendix A at p. 123:

~~LETTER OF UNDERSTANDING NO. 12- APPENDIX A~~

~~Between The City of Winnipeg and~~

~~The United Fire Fighters of Winnipeg, Local 867 of IAFF~~

~~RE: INCUMBENTS IN THE POSITION OF FIRE INVESTIGATOR AT TIME OF SIGNING~~

~~1046 - Dennis Lacho~~
~~1158 - Kevin Ross~~
~~1165 - Robert Wares~~
~~1275 - Peter Apsit~~
~~1286 - Mark Reshaur~~

~~SIGNED of Winnipeg, in the Province of Manitoba this 26th Day of April, 2017~~

LOU No. 15 at p. 126 to be amended as follows:

LETTER OF UNDERSTANDING NO. 15
Between The City of Winnipeg and
The United Fire Fighters of Winnipeg, Local 867 of IAFF

RE: OVERTIME CALL-IN

The parties agree to merge the Fire Fighters and Fire Fighters/PCP's lists referenced in Article 14-13 into one list, sorted by seniority, for the purposes of creating one rotational list for overtime call-in (excluding Officers). The Officer's list will remain a stand-alone list.

The City maintains the right as per Article 14-13:

When the City determines that it is necessary to call-in Fire Fighters on overtime, call-in will be determined: first by skill level in the categories noted below based on the operational need of the City; then by seniority rotation.

1. Fire Fighters
2. Fire Fighters/PCP's
3. Officers.

An employee may not work a shift immediately before or after a scheduled shift.

Therefore, where the City determines that it is necessary to call in a Fire Fighter/PCP, the City may go out of seniority rotation of the merged list to call-in the next senior Fire Fighter/PCP available.

In accordance with Article 14-13, the parties will continue to review and evaluate the impact of changes, and the fairness of the process, in overtime call-in over the term of the Collective Agreement.

With thirty (30) days of notice to the Union, the City may terminate this Letter of Understanding and overtime call-in will be administered in accordance with the provisions of Article 14-13.

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

***NEW* LETTER OF UNDERSTANDING NO. #**

BETWEEN THE CITY OF WINNIPEG AND
THE UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF IAFF

RE: Letter of Understanding #4 - RETIREMENT SUPPLEMENT

The City of Winnipeg (the "City") and the UFFW (the "Union") have a lengthy history related to the issue of sick leave cash out as set out in Articles 16.13 to 16.15 and LOU No. 4 of the current Collective Agreement. In an attempt to move this issue forward, the parties agree to the following:

1. The City and the Union agree to meet with Don Smith no later than February 28, 2022 in order to arrange for the completion of all outstanding work related to the creation and design of a Retirement Supplement Plan as set out on pages 35 and 36 of a Memorandum of Settlement between the parties dated May 25, 1998 and LOU No. 4 and/or a pension contribution plan as referred to in correspondence to and from counsel for the Union and the City, dated November 29, 2006 and December 4, 2006, herein referred to as the "Contract";

2. Mr. Smith will be afforded 30 days to advise the parties as to whether or not he will accept the Contract;

3. If Mr. Smith accepts the Contract, Mr. Smith, the Union and the City shall create a work schedule including deadlines, not to exceed nine (9) months (or such longer period of time that the parties may mutually agree upon). Further, the parties shall each cooperate in providing Mr. Smith with any and all updated information that he will require, in a timely manner, in order to develop a proposal;

4. In the event that Mr. Smith produces a proposal for consideration by the parties within the deadline set out above, the Parties shall consider and discuss the proposal and determine whether or not an agreement can be reached based on the proposal, within the following three (3) months;

5. If Mr. Smith declines to meet with the Parties, declines the Contract, or fails to meet the agreed upon deadlines, or in the event that the Parties cannot reach agreement on the proposal produced by Mr. Smith within the timelines set forth above, then the Union and the City agree to refer the final resolution of the sick leave cashout issue to arbitration. In that regard, the Parties agree to jointly request the appointment of a replacement arbitrator for William Hamilton, who was, in 1998, appointed as arbitrator pursuant to The Firefighters and Paramedics Interest Arbitration Act and remained seized until his death.

6. At such arbitration, both the City and the Union shall be entitled to make submissions as to what the terms of a new Retirement Supplement Plan should be, including taking the position that no change should be made to the existing collective agreement provisions contained in article 16.13 to 16.15. Further, either party can recommend to the arbitrator all or part of the proposal prepared by Mr. Smith.

7. The arbitrator, having regard to generally accepted interest arbitration principles, shall rule on the positions brought forth by the Parties in making a determination of the continued utilization of the plan, and shall be empowered to do any of the following:

    a. Determine that no changes should be made to the existing collective agreement provisions contained in article 16.13 to 16.15;

    b. accept and implement the proposal of either Party regarding the terms of a new Retirement Supplement Plan;

    c. make such changes to the existing plan as the arbitrator sees fit, in order to incorporate a new Retirement Supplement Plan, to replace existing articles 16.13 to 16.15; and

    d. notwithstanding the above, the parties agree that the arbitrator shall not enhance the existing collective agreement provisions and further, the Union acknowledges that the City continues to seek cost savings related to sick leave cash out, and the City acknowledges that the Union seeks to minimize negative effects on benefits for its members.

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

NEW LETTER OF UNDERSTANDING NO. #

BETWEEN THE CITY OF WINNIPEG AND
THE UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF IAFF

RE: MODIFIED WORK WEEK IN THE FIRE PREVENTION, PUBLIC EDUCATION and ACADEMY OF FIRE AND EMERGENCY SERVICES BRANCHES

Notwithstanding the provisions of articles 13.5 and 13.6 of the Collective Agreement, the Parties agree to clarify the current modified work week in the Academy of Fire & Emergency Services Branch, and to implement the same modified work week in the Fire Prevention and Public Education Branches.

The purpose of this Letter of Understanding ("LOU") and implementation of modified work week is to alter the hours of work only, and is not intended to increase benefits beyond those received if employees worked the normal work-week as defined in paragraph 2 below.

1. With the exception of the Senior Officer (Academy only) and Director positions, all employees must participate in the modified work week set out in this LOU.

2. The normal work week is Monday to Friday and is thirty seven and one half (37.5) hours of scheduled work.

3. The rates of pay for the classifications in each branch shall remain as set out in the Salary Schedules in the collective agreement.

4. Each Branch shall implement a modified work week as follows:

   a. Each Branch will be equally divided into two groups;
   b. Each group will be assigned a Modified Day Off on either Monday or Friday, with the exception of those weeks in which there is a Public Holiday, in which case there will be no Modified Day Off assigned to those weeks;
   c. To earn Modified Days Off, the Branch head will schedule each group four (4) x nine and one half (9.5) hour work days, with the exception of any week in which there are two Public Holidays in which case the Branch Head will schedule each group three (3) x nine and one half (9.5) hour work days. All work days shall include a thirty minute unpaid lunch;
   d. Each employee will be credited with three (3) hours per calendar year to be taken as paid leave at a time mutually agreed to between the employee and Branch Head. Time is to be taken in that calendar year and not carried over into the next calendar year.

5. Overtime worked shall be paid in accordance with Article 14, and will apply only to those hours worked in excess of the daily hours set out in Section 4(c) of this LOU. Article 14.7 (accumulated overtime) shall apply to all three Branches herein.

6. Sick Leave shall accrue in accordance Article 16. For the purposes of this LOU, fifteen (15) working days per year will equate to a yearly maximum of one hundred and twelve and one half (112.5) hours of sick leave, consistent with the accrual that would occur in the normal work-week defined in paragraph 2 above.

7. Vacation Leave shall accrue in accordance with Article 19. For the purposes of this LOU, one (1) week of vacation will equate to thirty- seven and one half (37.5) hours, consistent with vacation hours that would occur in the normal work-week defined in paragraph 2 above.

8. Public Holidays shall be observed in accordance with Article 19.21.

9. Use of sick leave, vacation leave and/or accumulated overtime shall be deducted from an employee's accumulation based upon actual use. Should a single day of vacation, sick leave or accumulated overtime be taken, the employee's bank shall be reduced by nine (9) hours per day.

10. On a case by case basis, a Branch Head may reassign a Modified Day Off for any employee to meet operational requirements.

11. Employees may initiate a reciprocal trade with another Employee for a Modified Day Off within the same work week subject to the approval of the Branch Head

12. All other applicable provisions of the collective agreement continue to be in effect.

13. Article 13.7 shall continue to apply to the Academy of Fire and Emergency Services Branch. The City shall have the right to place an employee on the five (5) day work week stipulated in Article 13.7 of the Collective Agreement for training, attending conferences or educational courses for instructor development or to address unexpected staff shortages.

14. For the Public Education Branch, the Union and City agree that all parties will work to minimize overtime in the Branch by allowing for a system of banked time at straight time rates for evening, weekend work or special projects. If weekend or evening work is needed the Coordinator shall adjust the work schedule to ensure that over a six (6) week period the Public Education Officer works an average of thirty-seven and one-half (37.5) hours per week.

15. The parties agree that this LOU will be reviewed annually and will be renewed by agreement of both parties.

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG LOCAL 867 OF IAFF

***NEW* LETTER OF UNDERSTANDING NO. XX**
Between the City of Winnipeg and
The United Fire Fighters of Winnipeg, Local 867 of IAFF

RE: CONVERSION OF 100% COTTON STATION WEAR TO FIRE RESISTANT STATION CLOTHING AND CLOTHING AND EQUIPMENT ISSUE

WHEREAS the provisions of Article 5 – Clothing have been modified as part of collective bargaining in 2021;

AND WHEREAS the parties agree that there will be a conversion of station wear shirts and pants from 100% cotton to fire resistant fabric;

AND WHEREAS the parties have agreed to delete Letter of Understanding 11 Re: Fire Fighter Clothing Entitlement – Point System, and that clothing will be issued on a wholly "as required" system.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **The City of Winnipeg will expedite a bid opportunity for fire resistant station wear shirts and pants. Members will receive three (3) station wear shirts and two (2) station wear pants in 2022, and two (2) shirts and two (2) pants in 2023. Long sleeve white dress shirts will be issued as needed and as required. Operations Branch staff shall be issued two (2) fire resistant T-Shirts in 2022, and two (2) in 2023, and thereafter article 5.7 shall apply.**

2. **The parties recognize the significant cost of the transition to fire resistant station wear shirts and pants. The parties acknowledge that members currently have sufficient stock of clothing items based on the former clothing points system. There should be minimal need to replace items for at least a two-year period (up to approximately January 2023), excepting footwear.**

   For clarity the replacement of all items are subject to Article 5.7 at all times.

3. **Costs associated with the new provisions within Article 5 will be monitored by the City and the Union. The City and the Union will meet within three (3) months of the ratification of the collective agreement to discuss cost monitoring measures and responses.**

4. **The provisions within, and the implementation of Article 5 will be reviewed annually, by the City and the Union.**

5. **The Parties agree to work co-operatively should any issues arise regarding the change in clothing provisions, including but not limited to those regarding replenishment of items and cost containment.**

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG LOCAL 867 OF IAFF

***NEW* LETTER OF UNDERSTANDING NO. XX**
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF

RE: FLEX BENEFITS PROGRAM

The parties agree to meet during the life of this Collective Agreement to review options to implement flexible benefits.

The parties may agree, in writing, to make changes to the medical/health benefits provided for in the Collective Agreement.

These changes may be implemented during the life of this Collective Agreement.

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

***NEW* LETTER OF UNDERSTANDING NO. XX**
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF

RE: EQUITY, DIVERSITY & INCLUSION

The City of Winnipeg and the UFFW believe that equity, diversity, and inclusion strengthen the community and workplace. A diverse and inclusive workforce enhances excellence, innovation and creativity. The City and the Union are committed to ensuring we have a workforce that is representative of the community we serve.

The Parties are committed to building education and awareness regarding programs to assist in
creating a culture of inclusion and valuing diversity at the City of Winnipeg.

During the life of this Collective Agreement the City will undertake to develop an Equity, Diversity, & Inclusion Program. The City will engage the Union in meaningful consultation as this Program is developed.

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

***NEW* LETTER OF UNDERSTANDING NO. XX**
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF

RE: UFFW PRESIDENT LEAVE OF ABSENCE (ALEX FORREST) AND UFFW ADDICTION AND MENTAL HEALTH FUND

WHEREAS in or about January 27, 2014 the City and the Union entered into a Memorandum of Agreement settling the terms of a collective agreement for the period 2014 to 2017;

AND WHEREAS in or about March 4, 2017 the City and the Union entered into a Letter of Agreement (the "LOA") wherein it was agreed, amongst other things, that for the remainder of the time in which the Union's President, Alex Forrest, remained as President of UFFW Local 867, he would be placed on paid Union Leave for the duration of his term and further, that the Union would be responsible for paying forty percent (40%) of his salary and benefits costs;

AND WHEREAS during the 2020/21 Negotiations the Union proposed that the City establish a fund to be utilized by Union members for residential addiction and mental health treatment (the "Fund");

AND WHEREAS the parties have agreed that commencing May 1, 2022 and ending April 30, 2025, an amount equal to the sixty percent (60%) of the costs associated with the President's salary and benefits currently paid by the City (the "City Contribution") will be directed to a fund to be utilized by Union members for residential addiction and mental health treatment (the "Fund") and thereafter 100% of the costs associated with the President's salary and benefits would be paid by the Union;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. **Effective May 1, 2022 and ending April 30, 2025 the City Contribution shall be paid annually, directly to the Fund;**

2. **The Fund shall be jointly administered by the City and the Union (the "Committee");**

3. **The Committee shall have five (5) members, two (2) appointed by the City and three (3) appointed by the Union. The City's Occupational Health and Safety Nurse shall be an ad hoc member of the Committee for the purposes of managing all medical information.**

4. **Terms of Reference for the Committee, including Fund allocation, shall be determined by the City and the Union, and shall include, but not be limited to, the following:**

a. The Fund shall be available for UFFW members only, and for the purposes of attending residential treatment for addiction and/or mental health treatment; and
b. UFFW members may receive funding from the Fund once only.

5. The parties agree that the net impact to taxpayers for the City is that effective May 1, 2022 they are no longer paying part or all of the President's salary and benefits costs.

6. Funds contributed by the City not used in the year of contribution shall remain in the fund to be used in subsequent years.

7. Pursuant to the Memorandum of Agreement dated January 27, 2014, the City and the Union entered into a Letter of Agreement dated March 4, 2014 concerning Leave of Absence for UFFW President Alex Forrest. During the negotiations to renew the Collective Agreement expiring December 31, 2020, the parties agreed to amend paragraphs 1, 3, 4, and 8 of the Letter of Agreement dated March 4, 2014, such that effective May 1, 2022, the Union shall be responsible for paying one hundred percent (100%) of the amounts referred to therein.

SIGNED at the City of Winnipeg, in the Province of Manitoba this day of , 2021.

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FOR THE CITY OF WINNIPEG

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FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

Salary Schedule Amendments

1. **Job/Class Code – 70262 (RE-TITLE) from Sewing Room Technician to PPE Repair & Maintenance Technician [80 hours bi-weekly]**

2. **Job/Class Code – 73413 (RE-TITLE) Supervisor of Emergency (previously changed to Safety Manager) to Director of Safety and Health [75 hours bi-weekly]**

3. **Job/Class Code – 70265 (NEW) PPE Repair & Maintenance Technician [84 hours bi-weekly]**

		Effective December 20, 2020		
Step	**Biweekly Hours**	**Hourly**	**Bi-weekly**	**Annual**
1	84	$34.225998	$2,874.983832	$74,749.580
2	84	$35.423908	$2,975.608272	$77,365.815
3	84	$36.663745	$3,079.754580	$80,073.619
4	84	$37.946976	$3,187.545984	$82,876.196

4. **Job/Class Code – 070302 (NEW) PPE Repair & Maintenance Lead Hand [80 hours bi-weekly]**

		Effective December 20, 2020		
Step	**Biweekly Hours**	**Hourly**	**Bi-weekly**	**Annual**
1	80	$40.980000	$3,278.620000	$85,244.090

5. **Job/Class Code – 073413 (REVISE) from Safety Manager to Director of Health & Safety [75 hours bi-weekly] Effective January 2, 2022**

			Effective December 20, 2020		
Step	**Rank Diff**	**Biweekly Hours**	**Hourly**	**Bi-weekly**	**Annual**
1	143%	75	$71.816849	$5,386.263648	$140,042.855
2	147%	75	$73.825712	$5,536.928366	$143,960.138
3	150%	75	$75.332359	$5,649.926904	$146,898.100