LETTER OF UNDERSTANDING

Between

The City of Winnipeg ("City")

and

The United Fire Fighters of Winnipeg, Local 867 of IAFF ("Local 867")

RE: UFFW President's Leave

The City and Local 867 jointly affirm that providing a mechanism for the elected President of Local 867 is of mutual interest, and may contribute to improved labour relations between the parties.

They therefore agree as follows:

1. The City shall grant a leave of absence, with pay, for any period of up to 12 months when requested by a duly authorized officer of the Union in the case of an employee who is elected President of the Union. The initial leave may be renewed for subsequent 12-month periods at the request of the Union, made not less than 30 days prior to the expiry of the current leave. Such requests shall be made in writing to the Senior Manager of Labour Relations and Negotiation Services and the Chief of the Winnipeg Fire Paramedic Service.
2. The President shall receive their rate of pay and benefits as provided in the Collective Agreement and the Union shall reimburse the City for all wages and cost of said benefits, including the City's share of pension contributions paid by the City during the period of absence. The Union shall provide reimbursement without delay on accounts being rendered by the City on a quarterly basis.
3. Notwithstanding paragraph 2 and for greater clarity, the parties agree that the cost of the President's leave shall be fully funded by Local 867.
4. During the period a President is on leave of absence, as provided above, they shall remain eligible for promotion, and if they meet the eligibility criteria, then they shall be promoted without delay upon the occurrence of a vacancy.
5. Sick leave shall accrue in accordance with the collective agreement. If the President takes sick leave, they shall advise the WFPS accordingly so that their bank can be reduced.
6. Annual vacation and statutory holidays shall accrue as provided for in the collective agreement. The President shall take off annual leave and statutory holidays in accordance with Article 19.14 of the collective agreement, and advise the WFPS accordingly so that their banks can be reduced.
7. At the end of such leave, or at such time as the President is removed from office by way of election or otherwise, they shall have the ability to return to active duty with the Winnipeg Fire Paramedic Service as soon as reasonably practicable. Prior to their first shift, the returning member will complete the return to work process that is administered to all

employees returning from leaves of absence greater than 6 months in duration to ensure awareness of new policies, procedures and safety protocols.

8. Should a President retire while in office, they shall be entitled to all Collective Agreement benefits regularly afforded to UFFW members approaching and on retirement, including but not limited to article 19.20 (Payment in Lieu of Vacation and Holidays) and Appendix 5 (Pre-Retirement Leave).
9. Leave taken under this Letter of Understanding shall not count towards any leaves taken or granted pursuant to Article 20 of the Collective Agreement, nor shall the President while on leave under the terms of this LOU utilize leave provided for under Article 20 of the Collective Agreement.
10. The terms of this LOU shall take effect immediately upon receiving approval from Council.
11. The terms of this LOU (or such other terms as may be mutually agreed upon) will be incorporated into the Collective Agreement between the parties at the earliest opportunity through collective bargaining. This LOU shall remain in effect until such time as the leave terms agreed to through collective bargaining are incorporated into a revised Collective Agreement which is ratified by both parties, at which time this LOU shall cease to have any force or effect.

IN WITNESS WHEREOF the parties have executed this Agreement in the city of Winnipeg, Province of Manitoba this _____ day of _____, 2023.

THE CITY OF WINNIPEG

_____
Mayor

_____
City Clerk

Certified as to Contract Details:

_____
Chief Administrative Officer

Reviewed as to Business Terms:

_____

Senior Manager, Labour Relations & Negotiation Services

Legally Reviewed and Certified as to Form:

_____

For City Solicitor/Director, Legal Services

FOR UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF IAFF

_____ _____

Tom Bilous, President Rob Labossiere, Secretary