THE CITY OF WINNIPEG

-and-

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

MEMORANDUM OF AGREEMENT

JANUARY 1, 2024 to DECEMBER 31, 2028

Errors and Omissions Excepted

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WINNIPEG
and
THE UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg (the "City") and the United Fire Fighters of Winnipeg ("UFFW") shall recommend ratification of the amended Collective Agreement, as set out in this Memorandum of Agreement, to their respective principals. The City of Winnipeg and UFFW agree, subject to ratification by both parties, to renew and amend the Collective Agreement that expired December 31, 2023 as follows:

A. All amendments to the Collective Agreement will take effect on the date on which both parties have ratified this Memorandum of Agreement, 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, 2024 — December 31, 2028 (60 months)

3. General Wage Increase

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

Effective June 30, 2024 – 1.5%
Effective December 31, 2024 – 1.5%
Effective July 1, 2025 – 1.1%
Effective December 31, 2025 – 1.5%
Effective July 1, 2026 – 1.0%
Effective December 31, 2026 – 1.0%
Effective July 1, 2027 -1.0%
Effective December 31, 2027 – 1.0%
Effective July 1, 2028 – 1.0%
Effective December 31, 2028 – 1.0%

4. Scale Adjustment

The City shall increase all biweekly/hourly rates in effect as follows:

Effective December 31, 2024 - 0.5%
Effective, July 1, 2025 - 0.5%
Effective, December 31, 2025 – 0.5%
Effective, July 1, 2026 – 0.570%
Effective, December 31, 2026 – 0.570%
Effective, July 1, 2027 – 0.570%
Effective, December 31, 2027 – 0.570%
Effective, July 1, 2028 – 0.825%
Effective, December 31, 2028 – 0.825%

Scale adjustments and general wage increases that occur on the same effective date are not compounded.

5. Special Wage/Premium Adjustments

Effective December 31, 2024 amend the Salary Schedule as follows:

- Platoon Chief (Class Code 070515) amend steps as follows:
  - Step 1 – 152%
- Public Education Officer (Class Code 073383) amend steps as follows:
  - Step 1 – 109% Rank Differential (0 to 6 months)
  - Step 2 – 115% Rank Differential (6 to 24 months)
  - Step 3 – 117% Rank Differential (24 to 30 months)
- Emergency Equipment Utility Person (Class Code 074212) add new two steps at 3% increase each.
- Director of Health & Safety (Class Code 073413) increase Step 3 rank differential to152%.

Amend Fire Fighter-PCP premium as follows:

- 4% rank differential at start of being licensed and designated to function at the PCP level in Suppression.
- 6% rank differential after 9 years of service in the bargaining unit serving as a Fire Fighter – PCP
- 8% rank differential after 12 years of service in the bargaining unit serving as a Fire Fighter – PCP

6. Amendments to the Collective Agreement — Appendix A

ARTICLE 2 - EFFECTIVE DATE, DURATION, REVISION AND TERMINATION
ARTICLE 4 – CLASSIFICATION OF EMPLOYEES
ARTICLE 5 – CLOTHING
ARTICLE 8 – PRIORITY OF THE COLLECTIVE AGREEMENT
ARTICLE 9 – PROMOTIONS
ARTICLE 10 –SENIORITY
ARTICLE 11 –RATES OF PAY
ARTICLE 13 –HOURS OF WORK
ARTICLE 14 –OVERTIME
ARTICLE 15 –TRAINING COURSES
ARTICLE 16 –SICK PAY AND CASH OUT PROVISIONS
ARTICLE 17 –LEAVE OF ABSENCE
ARTICLE 18 –COMPENSATION
ARTICLE 27 –WELLNESS AND FITNESS
ARTICLE 31 –CRIMINAL LIABILITY
ARTICLE 52 –FIRE FIGHTER AND FIRE FIGHTER – PRIMARY CARE PARAMEDIC (PCP)
ARTICLE 55 –LICENCES AND CERTIFICATIONS (NEW)

7. Amendments to Appendix 2

8. Letters of Understanding

Amend:

Letter of Understanding #7	**5.2.1 Footwear**
Letter of Understanding #11	**Fire Investigation Branch**
Letter of Understanding #18	**Annual Vacations and Public Holidays**
Letter of Understanding #23	**Modified Work Week in the Fire Prevention, Public Education and Academy of Fire and Emergency Services Branches**
Letter of Understanding #26	**Equity, Diversity and Inclusion**

Renew:

Letter of Understanding #3	**Bargaining Protocol**
Letter of Understanding #4	**Retirement Supplement**
Letter of Understanding #5	**Respectful Workplace**
Letter of Understanding #8	**Optional Compensation for Leave Entitlement**
Letter of Understanding #9	**Temporary Position**
Letter of Understanding #10	**Annual Leave Schedule for Fire Prevention Branch and Public Education Branch**
Letter of Understanding #13	**Operational Training Components**
Letter of Understanding #14	**Overtime Call-In**
Letter of Understanding #15	**Public Education Coordinator**
Letter of Understanding #16	**Temporary Employees**
Letter of Understanding #19	**Agreed Interpretation of Articles 16, 19 and 39 of the Collective Agreement**
Letter of Understanding #20	**Wellness and Fitness**

Letter of Understanding #21	**Discussion Summary Document**
Letter of Understanding #22	**Letter of Understanding No. 4 – Retirement Supplement**
Letter of Understanding #25	**Flex Benefits Program**
Memorandum of Agreement	**Platoon Safety Officer (PSO)/Director of Health and Safety (DOHS)**

New:

Letter of Understanding Re:	**Paul LaFrance Mental Health Treatment Fund**
Letter of Understanding Re:	**Reasonable Accommodation**
Letter of Understanding Re:	**UFFW President's Leave**
Letter of Understanding Re:	**Fire Fighter Lateral Transfers**
Letter of Understanding Re:	**Implementation of a New Annual Leave Schedule**
Letter of Understanding Re:	**Modified Work Week for Employees in the "Air Room"**
Letter of Understanding Re:	**Special Working Group Re: Feasibility of Implementation of a 24 Hour Shift**

Delete:

Letter of Understanding #1	**Officer's Training Course**
Letter of Understanding #2	**Acting in the Fire Prevention Branch and Public Education Branch**
Letter of Understanding #6	**Fire Medic Upgrading to PCP**
Letter of Understanding #12	**Public Education**
Letter of Understanding #17	**Annual Leave Rotation Schedule**
Letter of Understanding #24	**Conversion of One Hundred Percent (100%) Cotton Station Wear to Fire Resistant Station Clothing and Clothing and Equipment Issue**
Letter of Understanding #27	**United Fire Fighters of Winnipeg, Local 867 of IAFF UFFW President Leave of Absence (Alex Forrest) and United Fire Fighters of Winnipeg Local 867 of IAFF Addiction and Mental Health Fund**

Renumber LOU's accordingly

9. **Salary Schedule (Amendments)**

10. **Residual Items**

Note: the parties have agreed to add 'reference chart' related to Article 9.43 as new Schedule B for information only, however the chart shall not form part of the Collective Agreement.

Agreed this 13 day of September 2024.

FOR THE CITY OF WINNIPEG

Allan Beach
Senior Manager of Labour Relations
and Negotiation Services
For the City of Winnipeg

FOR THE UNION

Tom Bilous
President
For The United Fire Fighters Union

APPENDIX A

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

ARTICLE 2 – Effective Date, Duration, Revision and Termination

Amend Articles 2.1 and 2.2 as follows:

Effective Date

2.1 This Agreement shall come into effect on the **1ST day of January, 2024**.

Duration, Revision and Termination

2.2 This Agreement shall be binding upon the parties hereto from its effective date until **December 31, 2028**, and thereafter until replaced or terminated as hereinafter provided.

ARTICLE 4 – Classification of Employees

New Classification and Reclassification

Replace existing Article 4.3 and Article 4.4 with the following:

4.3 When new positions/classifications are created that fall within the scope of this Agreement, the rate of pay shall conform to the rates established by this Agreement when the duties are relatively the same. The City will determine the rate of pay for the new position/classification and advise the Union in writing. If the Union is not in agreement with the rate established, the following procedure shall apply:

a) Within sixty (60) working days of receipt of the City's written notice, the Union shall write to the City requesting a meeting and include the written reasons for their disagreement;

b) The City will meet with the Union to discuss the concerns raised within thirty (30) working days of receipt of the Union's written notice;

c) Within thirty (30) working days of the meeting, the City will write to the Union to confirm the City's position on the rate of pay. Should the Union remain in disagreement, the matter may be referred to arbitration in accordance with Article 25.5 - Arbitrations; and

d) The timelines specified in this Article are mandatory. A request for a time limit extension made in writing during the timelines specified in this Clause shall not be unreasonably withheld.

e) When filling any vacancy resulting from the introduction of any new classification the City agrees to give priority consideration to UFFW members.

4.4 When compensation for an existing position/classification is adjusted, the City shall within 14 days, provide the Union with the decision made. If the Union is not in agreement with the rate established, the following procedure shall apply:

a) Within sixty (60) working days of receipt of the City's written notice, the Union shall write to the City requesting a meeting and include the written reasons for their disagreement;

b) The City will meet with the Union to discuss the concerns raised within thirty (30) working days of receipt of the Union's written notice;

c) Within thirty (30) working days of the meeting, the City will write to the Union to confirm the City's position on the rate of pay. Should the Union remain in disagreement, the matter may be referred to arbitration in accordance with Article 25.5 - Arbitrations; and

d) The timelines specified in this Article are mandatory. A request for a time limit extension made in writing during the timelines specified in this Clause shall not be unreasonably withheld.

ARTICLE 5 – Clothing

Replace existing Article 5 with the following:

General

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

5.6 The points allotment shall not vary during the life of the agreement.

5.7 The entitlement of clothing will be provided through five (5) defined systems:

- Annual Issue
- Initial Issue
- Qualification to Act or Promotion
- Points Allocation, and;
- As Required

5.8 All active employees covered under this Collective Agreement will be entitled to forty (40) discretionary points per calendar year effective January 1, 2025. Unused points will not carry over from one year to another. Points are non-transferable.

5.9 Members returning from an extended period of approved leave of absence of six (6) months or more will have their annual allocated points prorated based on their return to work date.

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

- Fire Prevention Officers
- Academy Training Officers
- Public Education Officers
- Public Education Coordinator
- Director of Health and Safety
- District Chiefs
- Platoon Chiefs

5.11 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.

5.12 There will be no deduction of points from a member's points allocation for replacement of clothing items identified as "as required".

For the purpose of this Article, "as required" refers to

a) any item of clothing or equipment listed in Article 5.22 that is damaged during the performance of a member's duty and becomes unfit to wear or use, such as items that become torn or oil stained. Normal wear and tear are not deemed damage during the performance of duty.

b) items listed in Article 5.22 as "as required" that become unfit to wear due to reasonable wear and tear. Such Items will be replaced up to the maximums noted in Article 5.22.

Replacement of items on an "as required" basis is subject to the approval of the member's immediate supervisor. If the member's immediate supervisor does not approve replacement of an item, the member may refer their request to replace an item to the second removed supervisor. If the replacement of the item is not approved by the second removed supervisor,

the matter may be referred to the Deputy Chief whose decision shall be final, and not subject to the grievance process.

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

5.14 Any member whose clothing does not meet minimum uniform standard may be ordered to acquire new clothing. In the event the member does not have sufficient points to meet the standard, points for the item(s) will be deducted from the member's points allocated the following calendar year.

5.15 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.

5.16 New members hired will not receive points in the calendar year of hire. Such new members will be eligible to receive points in accordance with Article 5.8 in the following calendar year subject to Article 5.11.

5.17 Upon a qualified member being assigned to act in the position of Platoon Safety Officer, District Chief, Platoon Chief or Director of Safety & Health the member will receive one (1) military style sweater, provided the member has not already been issued such sweater, to be worn when performing the job duties of such position.

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

<u>Clothing and Equipment Issue</u>

5.19 Annual Issue – All active employees may be allotted the following core uniform items each calendar year with no reduction to their annual points allotment. Any core items not requested will not carry over to the next calendar year. Members will be allowed to submit a request for core items throughout the year until the maximum allowance has been taken.

- Three (3) station wear shirts
- Two (2) station wear pants
- One (1) pair footwear (safety footwear for members of the Emergency Mechanical Services Branch)
- Four (4) cotton T-shirts

5.20 Initial Issue

All new hires will receive an initial clothing allocation as follows:

- One (1) formal Dress uniform
- Uniform jacket
- Uniform trousers
- Long sleeve white dress shirt
- Two (2) neckties
- Dress cap

- **Cap badge**
- **Breast badge**
- **Dress shoes**
- **Three (3) pairs of epaulettes**

Operation Branch

- **One (1) winter jacket**
- **Five (5) station wear shirts**
- **Four (4) station wear pants**
- **Four (4) cotton T-shirts**
- **One (1) belt**
- **One (1) pair of footwear**
- **One (1) job shirt**
- **One (1) pair of winter gloves**
- **One (1) toque**
- **One (1) baseball cap**
- **One (1) sweat pants**
- **One (1) sweat shorts**
- **One (1) duffle bag**
- **One (1) fire fighter gear bag**
- **One (1) leather work gloves (lined)**
- **One (1) leather work gloves (unlined)**

Fire Prevention and Public Education Branch

- **One (1) Fire Prevention jacket**
- **One (1) military sweater**
- **One (1) pair of overalls**

Academy of Fire and Emergency Services

- **One (1) military sweater**

Emergency Mechanical Services Branch

- **Five (5) uniform shirts**
- **Four (4) uniform pants**
- **Four (4) cotton T-shirts**
- **One (1) belt**
- **One (1) pair of safety footwear**
- **One (1) job shirt**
- **One (1) winter jacket**
- **One (1) pair of winter gloves**
- **One (1) toque**
- **One (1) baseball cap**
- **One (1) duffle bag**
- **One (1) sweat pants**
- **One (1) sweat shorts**

5.21 Qualification to Act or Promotion

Members who qualify to act or have been promoted in any branch, or who are in a temporary assignment in the Fire Prevention, Public Education, Academy of Fire and Emergency Services, or the Emergency Mechanical Services Branch shall receive the following as an initial issue:

- **Three (3) pairs of rank epaulettes**
- **Any other clothing or equipment necessary for the specific role**

5.22 Points Allocation

- **The following clothing items may be acquired with deduction to the member's annual points. Items issued under Annual Issue do not count towards the maximums listed below.**

Item	Points	Maximums
Baseball Cap	1	3 per year
Belt	4	1 per 3 years
Breast Badge	2	1 per 10 years
Cap Badge	2	1 per 10 years
Cotton T-shirt	1	5 per year
Dress Cap	8	1 per 10 years
Dress Shoes (Oxford)	13	1 per 5 years
Duffle Bag	7	1 per 3 years
Epaulettes (1 pair)	1	1 pair per 3 years
Fire Fighter Gear Bag (1)	8	1 per year
Fire Prevention Jacket	10	1 per 5 years
Footwear (1 pair)	20	2 pair per year
Job Shirt	11	1 per year
Leather Work Gloves (lined)	As required	1 per year
Leather Work Gloves (unlined)	As required	1 per year
Military Sweater (2)	16	1 per year
Necktie	1	1 per year
Station Wear Pants	8	3 per year
Station Wear Shirt	10	3 per year
Sweat Shorts	3	3 per year
Sweat Pants	4	2 per year
Technical Rescue Boots (3)	As required	1 pair per three years
Toque	1	3 per year
Dress Uniform Jacket (4)	42	1 per 10 years
Dress Uniform Trousers	11	1 per 10 years
Wildland Boots (3)	As required	1 pair per year
White Dress Shirt	7	1 per 3 years
Winter Gloves	6	2 pairs per year

Item	Points	Maximums
Winter Jacket	As required	1 per 5 years
White T-Shirt	1	5 per year

(1) **Only applies to members who utilize turnout gear in the course of their duty.**

(2) **Only applies to members in the rank of Platoon Safety Officer, District Chief, Platoon Chief, Director of Safety and Health and members of the Academy of Fire and Emergency Services, Fire Prevention, and Public Education branches.**

(3) **Items will be issued to authorized personnel who have been qualified and actively working in the specialty program.**

(4) **In the calendar year a member acquires a Uniform Jacket, the member may exchange an item(s) listed under Annual Issue for the equivalent value in points, up to a maximum of 20 points.**

Honour Guard and Chaplain

5.23 The City agrees to provide the following dress uniform items, if required, for members of the Honour Guard and the WFPS Chaplain. The maximum number of Honour Guard members will be determined by the Deputy Chief. The Deputy Chief may approve alterations to uniform items for retired UFFW members who perform the role of Honour Guard or WFPS Chaplain. No request for alterations shall be unreasonably denied.

- **Uniform jacket**
- **Uniform trousers**
- **Long sleeve white dress shirt**
- **Two (2) neckties**
- **Dress Cap**
- **Cap badge**
- **Breast badge**
- **Dress shoes**
- **Flags**
- **White gloves**
- **Name badge**

ARTICLE 8 – Priority of Collective Agreement

Amend Article 8.2 as follows:

8.2 The City will pay fifty percent (50%) of the cost of **printing copies of the Collective Agreement, and the Union shall pay the other half. After ratification, the City shall arrange for the printing of sufficient copies of the Collective Agreement such that a copy can be placed in each fire-paramedic station (or other workplace as may be necessary), that members of WFPS management and UFFW executive have a copy, and that a reasonable number of copies are available for members who may request same. Should additional copies be needed during the life of the Agreement, the parties shall discuss this and come to agreement on the number of additional**

copies that may be required. ~~providing each member of the bargaining unit with a printed copy of the Collective Agreement from year to year. The said copy of the Collective Agreement shall be of the same size and stock as the regulations of the Department, and shall be of the same size and stock as the regulations of the Department, and shall be designed so as to fit into the same binder containing those Department regulations.~~

ARTICLE 9 – Promotions

Amend Article 9 as follows and renumber articles accordingly:

Amend and renumber Article 9.16 as follows:

~~9.16~~ 9.15 d) ~~after~~ the candidate has been approved by the **City's Occupational Health Nurse** ~~Medical Health Officer of the City~~ as being of **a** degree of medical fitness appropriate to the rank for which the promotion is being sought. If an employee is not approved by the **Occupational Health Nurse,** ~~Medical Health Officer of the City, as aforesaid,~~ they shall be entitled to appeal the decision ~~of the Medical Health Officer~~ to the Chief and the Chief may obtain an independent medical opinion as to the employee's medical fitness appropriate to the rank for which the promotion is sought.

Delete Article 9.26

~~9.26 The Program shall be as outlined in Appendix 3 of the 2013 to 2016 Collective Agreement, subject to modifications as noted in Appendix 3 of the 2013 to 2016 Collective Agreement.~~

Amend Article 9.27 as follows:

9.27 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 expectation to the clause requiring input and agreement by the Union is any component of training that falls within the accredited Fire Officer Level 1, 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 (FO111).~~

Delete Article 9.35:

~~9.35 Employees in these Branches shall, within thirty (30) months of date of assignment, complete and formally meet Level II requirements of the pertinent NFPA 1031 and 1035 or 1041 Standard.~~

Replace existing Article 9.43 as follows:

9.43 Should an employee of any branch wish to return to Operations, the following conditions will apply:

a) **The employee must be medically fit to fulfill the duties as per the job description of the position to which they are returning, as determined by the City of Winnipeg EOSH return to work process.**

b) **If the employee has been assigned and/or promoted to the Fire Prevention Branch, Public Education Branch, or Academy of Fire and Emergency Services, Upon return they will be placed on the seniority list for promotion in the same relative position held prior to leaving the Branch. Promotion and/or acting in a higher rank shall be subject to the employee meeting the requirements of Articles 9.15 through 9.18.**

c) **The return of members to Operations who have been out/off for a period exceeding one year will benefit from a dedicated and defined process of returning to work. This process should be structured to ensure the members success and applied consistently.**

This mechanism is in addition to the Standard Return to Work process and applies to all members who are returning and experience greater than one year out of Operations. If less than one year out of Operations the Standard Return to Work process (maze, radios, PPE, policy/procedure updates, PCP refresh, officer/command refresher as applicable) continue to apply.

<u>Parameters</u>

i) **The time out of Operations is determined by the start date the member begins their new role in the branch (not the last date worked in Operations) or removal from Operations due to injury or maternity/parental leave.**

ii) **The date of return to Operations is the date the member requests the return to occur, not the date of the first returning shift. It is agreed that all reasonable effort will be made to accommodate the members request, however due to payroll or other circumstances the date of return may not be as requested. This adjusted date will not be held against the member and activate an additional year of mentoring.**

iii) **For example: If the first date of return to Operations (not member requested date) is after an additional anniversary date, this does not activate an additional 8 tours of mentoring**

iv) **The member will be paid at their rank upon re-entry into Operations, not the position they are being mentored at. I.e. District Chief being mentored in the role of Lieutenant will be paid at their District Chief rate of pay.**

v) **All members will be allowed to take Officer Training Courses required for promotion even if working outside of Operations, on WCB, or other types of leave if any applicable restrictions allow, with priority given to operational needs.**

vi) **Officer Training courses will be offered by seniority including to those outside of Operations with priority given to operational needs if an employee has no confirmed proximal return date.**

vii) **Members will not "lose" seniority by having their number adjusted for time outside of Operations. If a member has all required training courses for an officer rank the member will be promoted to such rank at the first applicable opening on return to Operations and complete the appropriate mentoring.**

viii) **Members can stay out of Operations for an unlimited period and return following this mechanism.**

ix) **If upon return to Operations a member did not take required Officer Training courses, courses will be offered by seniority and will need to be completed for promotion. If the courses are taken during the Return to Work process the remaining mentoring time will need to be completed upon completion of the course.**

x) **If a member does not complete the entire process of mentoring and returns to duties outside of Operations, the accumulation of "time outside of Operations" does not reset and will continue accumulation. This time spent mentoring does not count towards re-entry to Operations as it was not completed. This does not include Operations training and Officer training courses, however the member will be required to complete the entire process at the promoted rank. Time in Operations training does not count towards mentoring. Members who obtain Officer training courses during mentoring will be required to wait for promotion to rank trained for as operational requirements, as training occurred while in Operations.**

xi) **Secondments/special assignments are recognized as time outside of Operations.**

xii) **Once entire mentoring is completed and a member returns to duties outside of Operations, their time outside of Operations resets to zero.**

Process

Each member will receive 8 tours of mentoring per year broken down upon their returning to Operations rank:

1. **Fire Fighter**

    a) **Mentoring for 8 tours/year out of Operations in various roles as determined by Platoon Chief and the Assistant Chief of Fire Rescue Operations.**

2. Lieutenant

a) 4 tours Squad
b) 2 tours Ladder
c) 2 tours Rescue

3. Captain

a) 4 tours Squad
b) 2 tours Ladder
c) 2 tours Rescue

4. District Chief and above

a) 1 tours Ladder
b) 1 tours Rescue
c) 3 tours Captain
d) 3 tours mentoring as DC

d) The employee shall submit a written request to the Chief or designate to return to Operations. The date requested to be returned to Operations will be considered the effective date that the employee returned to Operations.

e) An employee that request to leave the Branch will be transferred no sooner than two (2) weeks and no later than three (3) months form the date of that request, inclusive of any banked time owing.

f) If an employee returns to Operations and if not for being in one of the above named Branches, the employee would have otherwise had the opportunity to participate in a particular step in the Program, the Chief will give consideration to allowing the employee to enter that step upon return to Operations. If allowed to enter into the Program, the employee will be allowed or scheduled to participate in the components of that step when those components are normally available.

Amend Article 9.46 as follows:

9.46 In such cases, the Chair of the Panel shall be the Deputy Chief of Support Services. The Deputy Chief of **Fire** Operations shall present the case of the Department to the Panel. The Panel shall allow the member concerned, with the assistance of the Union if they so desire, to attend the meeting of the Panel and make such submission to the Panel as they wish. After the hearing, as aforesaid, the Panel shall advise the Chief of the recommendations it is making.

ARTICLE 10 – Seniority

Amend Article 10.4 as follows:

10.4 Rights seniority within the Academy of Fire and Emergency Services, Fire Prevention Branch**, Fire Investigation Branch** and Public Education Branch relating to such aspects as promotion, will be determined by the employee's commencement date within the

Branch. In the case of broken service with the Branch, the most recent commencement date will be the basis for the calculation of seniority.

ARTICLE 11 – Rates of Pay

Amend Article 11.1 as follows:

11.1 Rates of pay for the various classifications of employees covered by this Agreement shall be as set out in Appendix 1 attached hereto. ~~Rates of pay relative to new classifications shall be subject to negotiation and agreement between the parties.~~

Replace existing Article 11.5 with the following:

11.5 Employees may be assigned to the position of Temporary Training Officer, but at no time shall there be more than 3 such positions.

However, the foregoing does not abrogate the right of the Chief to assign any other Fire Department member on special assignment, after discussion and agreement by the Union.

The Department may establish more than 3 Temporary Training Officers at a time after discussion and agreement with the Union.

Add New Article 11.12

Miscellaneous Pay Items

11.12 Employees in the Emergency Mechanical Services Branch may, in lieu of receiving their safety footwear annual issue under Article 5.19, elect to purchase appropriate safety footwear and be reimbursed up to $350 per calendar year upon production of a receipt to the Director of the Emergency Mechanical Services Branch.

ARTICLE 13 – Hours of Work

<u>Fire Prevention and Public Education Branch</u>

Insert as a new article after Article 13.5 as follows and renumber articles accordingly:

13.6 The Department may require an employee in the Public Education Branch to modify their usual workday in order to fulfill the normal requirements of their job. This may involve starting early and/or working late to attend to work matters that arise with short notice (i.e.: media interviews, etc.). All hours worked on a modified workday day shall be taken back within four (4) weeks following the date on which the modified workday occurred. An example would be starting 1.5 hours early to be interviewed by media, and then ending the workday 1.5 hours early on the same day or on another day within four (4) weeks.

Rename section "Centralized Gear Washing and Maintenance Department" to:

"PPE Maintenance Branch"

Insert as a new article after Article 13.11 and renumber articles accordingly:

13.12 The Employer may establish a list of retired members in good standing of UFFW to work 'non-standard' hours in the PPE Maintenance Branch to cover short term absences.

Amend Article 13.21 to read as follows:

13.21 SCBA repair employees will be allowed to work a modified week on a consistent pattern of four (4) shifts of ten (10) hours each within the Monday to Friday period. Those two (2) employees shall not be allowed to schedule the same day off, except with the City's consent. ~~They shall receive general holiday entitlement through a system to be agreed upon by the committee referred to in 13.19 and 13.21 above, with no additional cost to the City over what such holidays cost now. In accordance with a s~~ **They shall receive general holiday entitlement at no additional cost to the City as if they were working a standard work week.**

ARTICLE 14 – Overtime

Mileage Allowance on Call Back to Duty

Amend Article 14.2 as follows:

14.2 a) The City shall pay, to an employee, a mileage allowance **in accordance** ~~consistent~~ with current City rates when a member is required to use their personal vehicle as a result of **a** ~~the~~ call out or **for** stand-by provisions of this Agreement.

b) The current City rates shall be in accordance with Administrative Standard FM-008 Local City Business Travel (as may be amended from time to time), and shall reflect the reasonable per kilometer rates as determined by CRA annually.

Amend Article 14.7 as follows:

14.7 **a)** Employees of the **Support Services Branches,** Fire Prevention Branch, **EMSB, Building Maintenance Person, Training Academy, BAT's** and Public Education Branch can accumulate overtime to a maximum of eighty (80) hours. By September 30th of each year, all such employees must reduce their accumulated overtime to forty (40) hours or less. By December 31st of each year, all such employees must reduce their accumulated overtime to the number of hours equivalent to two (2) working days or the overtime will be paid out. A minimum of twenty-four (24) hours' notice shall be given when using accumulated overtime. **Banked time redemption must be approved by the Branch Supervisor.**

b) EMSB and Building Maintenance personnel will have the option to accumulate overtime hours as banked time at the rate of 1.5X per their hourly rate for the first four (4) hours, and at 2X per their hourly rate over four (4) hours. All other Support Branches as described in Article 17.4 a) will accumulate at the rate of 1.5X their hourly rate for all hours banked.

Add new Article 14.17 as follows:

Training on Scheduled Vacation

14.17 Members who are scheduled to take any course and/or training while on their scheduled vacation leave will have their owed vacation rescheduled as per the member's request. The Department shall not unreasonably deny the request.

ARTICLE 15 – Training Courses

Attendance to External Training Courses

Amend Article 15.1 as follows:

15.1 Training courses and related travel expenses are to be handled in accordance with the City's **Administrative Standards (as may be amended from time to time), FM-006 City Business Travel, FM-008 Local City Business Travel and HR-003 Employee Education & Development.** ~~policies on this subject~~.

Selection for Internal Training Courses

Delete Article 15.2 and renumber articles accordingly:

~~15.2 Upon determination by the Winnipeg Fire Department, that the following courses are to be held, participants shall be chosen according to the criteria below.~~

~~a) Driver Training~~

~~i. Through consultation with the appropriate Captain, and by seniority, all Fire Fighters who have completed their probation will be selected by the following.~~

~~ii. Driver must be the First Line Driver of the apparatus, or if the First Line Driver has attended and received certification, then the Second Line (Spare) Driver will receive the training~~

~~iii. All First Line Drivers are to receive certification first.~~

~~iv. After receiving training and certification the Certified Driver will be used, where possible, as the Driver of the apparatus.~~

~~b) High Angle/Technical Rescue~~

~~i. There shall be a general call for volunteers for these programs bi-annually between November 1st and November 30th of even numbered years. The list will be published and maintained for a two (2) year period. A Fire Fighter will be selected on a seniority basis, except if an individual has been acting as a Lieutenant for twenty-five percent (25%) or more of active duty undertaken in the previous calendar year, they will not be eligible for selection.~~

~~ii. Candidates must have previously attended Level 1 Certification.~~

~~c) Hazardous Material (HAZMAT)~~

~~i. There shall be a general call for volunteers for these programs bi-annually between November 1st and November 30th of odd numbered years. The list will be published and maintained for a two (2) year period. A Fire Fighter will be selected on a seniority basis, except if an individual has been acting as a Lieutenant for twenty-five percent (25%) or more of active duty undertaken in the previous calendar year, they will not be eligible for selection.~~

~~d) First Responder~~

~~i. There shall be a general call for volunteers for these programs at the discretion of the Chief, and if called, the list will be published and maintained for a two (2) year period. First Class Fire Fighter and above will be selected on a seniority basis, except if an individual has been acting as a Lieutenant for twenty-five percent (25%) or more of active duty undertaken in the previous calendar year, they will not be eligible for selection.~~

ARTICLE 16 – Sick Pay and Cash Out Provisions

Amend Article 16.7 as follows:

16.7 The employee must notify ~~their Division~~ **or cause someone on their behalf to notify the Department at the designated Fire Department Sick Line at (204-986-7425/204-986-SICK)** as early as possible, but not less than **two (2) hours** ~~one (1) hour~~ before the regularly scheduled starting time, where such absence can be reasonably predicted. ~~Upon notification of a requirement to report for work, employees in the Resource Pool who are unable to report due to illness or injury shall immediately report that situation to the caller at the time of notification~~. **Employees are required to provide specific information as to their condition, if it was work related or not** and possible return to work date, where such a return can be reasonably predicted. ~~The designated Fire Department number to be call is the Sick Line (986-7425/986-SICK)~~

Add new Article 16.18 as follows:

Medical Appointments for Support Branches

16.18 Where possible, employees will schedule medical appointments in order to minimize time loss from work. With the approval of their supervisor, employees may use up to two (2) hours of accumulated sick leave to attend medical appointments during their normal working hours. This provision applies to employees in all branches except Operations.

ARTICLE 17 – Leave of Absence

Amend Article 17.6 as follows:

17.6 Any additional leave will be considered on **sympathetic** ~~compassionate~~ grounds by the Chief after presentation of the facts to their office. Additional leave will not result in additional time off with pay but may be deducted from other compensating credits provided in the Collective Agreement.

Amend Article 17.9 as follows:

17.9 Leaves of absence may be granted for **sympathetic** ~~compassionate~~ reasons.

Amend PLAN B as follows:

Insert as new article after Article 17.22 and renumber articles accordingly

Supplement to Parental Leave

17.23 A Fire Fighter who has met all of the qualifying criteria for Maternity Leave under Plan B and who has received such benefit, may submit a written application to the Chief requesting a Supplement to their Parental Leave.

An agreement as contemplated under Article 17.21 must be in place between the City and the Fire Fighter.

In order to receive the Supplement, the Fire Fighter must apply for, and be in receipt of, Employment Insurance Parental benefits before they can receive payment. The City may require proof of eligibility for EI Parental Benefits for the expected period of the Supplement.

The Supplement shall be calculated as follows:

a) For Fire Fighters who have claimed 'Standard' Parental benefits from EI: up to a maximum of 15 weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay as a Fire Fighter, taking into account any other earnings received by the employee

b) For Fire Fighters who have claimed 'Extended' Parental benefits from EI: up to a maximum of 15 weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay as a Fire Fighter, taking into account any other earnings received by the employee

The Supplement to Parental Leave must begin immediately after the last week of Plan B Maternity Leave.

It is understood that the period for which a Supplement is paid under this section does not extend the Parental Leave period, but instead forms part of it.

ARTICLE 18 – Compensation

Add new c) to Article 18.3 as follows:

c) Employee's must cooperate in the medical certification/return to work process outlined in Article 16 during an absence in order to access sick leave pay or to access unpaid sick leave provided for in this Article.

Delete Article 18.10:

~~18.10 The wording in this Article is agreed between the party's subject to such changes as may be required arising from the request for ruling by Local 867 to the Deputy Minister of National Revenue of July 5, 1989 and subject to the contacts of the letter of the City's Solicitor of July 4, 1989 to the solicitor for Local 867.~~

ARTICLE 27 – Wellness and Fitness

Amend Article 27 to read as follows:

27.1 The parties recognize the importance of employees maintaining a healthy lifestyle that includes, in part, maintaining and keeping current adequate exercise equipment **and the delivery of health and wellness programing.** Any request for new equipment should be forwarded through the Joint Safety Committee. The Committee shall determine if such a request is warranted and shall, if possible, designate that the equipment in question shall be purchased from the allocated portion of the Safety and Equipment budget during the current year. Funds, in the equivalent of one-half (.5) hour pay for each member in Operations, shall be set aside annually in this allocated portion of the Safety and Equipment Budget. If sufficient funds are not available during the current year's budget, but **the purchase of** the equipment is deemed to be necessary ~~to purchase~~, required additional funds shall be included in the Fire Department budget for the following year(s).

27.2 Should **the Joint Safety Committee** fail to reach agreement as to the necessity of purchasing any particular piece of equipment, the question shall be then forwarded to a Joint Committee of two (2) members designated by Labour and two (2) members designated by Management for further discussion. The decision of this Committee will be final.

27.3 Any exercise equipment, once purchased, shall be maintained by the Department, **and the costs of maintenance shall be drawn from the Safety and Equipment Budget noted above.**

27.4 The City shall continue to provide free access to all City run fitness facilities to any member of the Union who so requests. Where less than one hundred percent (100%) of the members request **full annual pass** access, the City will on a pro-rated basis, spend the money that is thereby saved on the provision of **health and fitness programming (including but not limited to exercise education/instruction and/or evaluation, nutrition, sleep, etc.) and** athletic equipment for Fire Stations. ~~on the following mathematical formula:~~

~~Percentage of UFFW members who request access to fitness facilities x cost if one hundred percent (100%) of members had requested access – savings to be spent on Fire Station athletic equipment.~~

UFFW members requesting facility access each year will be supplied full (unlimited) pass access if they have utilized their pass more than ten (10) times in the previous pass year (as per Recreation Services data). If there were less than ten (10) visits in the previous year, or if it is a new staff request, members shall be provided a ten (10) visit pass. If the ten (10) visits are fully used the member will have an additional ten (10) visits added to their pass, and if these are exhausted they may be upgraded to the full annual pass upon request.

ARTICLE 31 – Criminal Liability

Delete existing Articles 31.1 and 31.2 and replace with the following:

31.1 If a criminal action, including one related to a Highway Traffic Act offence, is commenced against any employee covered by this Agreement, and this action arises out of said employee's actions while in the performance of their duties and provided their actions do not constitute a gross disregard or neglect of their duties as an employee, then:

a) The employee upon being notified of the commencement of any criminal action or criminal investigation against them, or upon being charged with a criminal offence (including a Highway Traffic Act offense), shall advise the Chief of such criminal proceedings and may request that the City appoint counsel to represent the employee in such criminal action or criminal investigation;

b) The Chief, upon receiving a request from an employee to appoint counsel, shall refer the matter to the City Solicitor. Upon recommendation of the City Solicitor to the Chief Administrative Officer or designate, the City may agree to appoint counsel on behalf of the employee;

c) If the City agrees to appoint counsel on behalf of the employee, the employee and the City Solicitor shall forthwith meet for the purpose of appointing counsel that is mutually agreeable to both parties. In the event the employee and the City cannot agree on who should be appointed as counsel, the City shall not be responsible for payment of legal fees;

d) Only if the City agrees to appoint counsel and the City Solicitor and the employee agree on who shall be appointed counsel will the City be responsible for payment of legal fees as billed and approved by the City Solicitor.

31.2 Nothing in this Article shall preclude the City from commencing disciplinary action against the employee in relation to his/her actions and this section shall not be construed to mean that the City shall pay any costs, expenses or fees incurred by any employee during or as a result of the City's disciplinary proceedings against such employee.

ARTICLE 52 – Fire Fighter and Fire Fighter – Primary Care Paramedic (PCP)

Amend Article 52.4 as follows:

52.4 Fire Fighters hired as, or designated after hire, as a Fire Fighter-PCP must commit to six (6) years as Fire Fighter-PCP after which point the member may elect to discontinue their PCP status. The member must submit notice of discontinuation of PCP status, to the Chief or designate, a minimum of **twelve (12)** ~~nine (9)~~ months in advance of their intended date to discontinue their PCP status.

The **twelve (12)** ~~nine (9)~~ month notice period may be reduced by mutual agreement between the member and the City.

For the purpose of calculating the completion of six (6) years:

- A member holding PCP licensure will begin and accrue service towards their six (6) year period on the date they are qualified and required to provide care consistent with the PCP license (scope of practice) as a Fire Fighter – PCP, and:

- Time considered will be based on actual working time for an accumulated period of six (6) years.

Fire Fighters hired as, or designated after hire, as Fire Fighter – PCP after April 26, 2017 must commit to maintaining their PCP status for nine (9) years after which the member may elect to discontinue their PCP status as above.

Fire Fighters hired as, or designated after hire, as a Fire Fighter-PCP after ~~ratification of the collective agreement expiring December 31, 2023~~, **October 28, 2021**, must commit to maintaining their PCP status for twelve (12) years after which the member may elect to discontinue their PCP status as per above.

ARTICLE 55 – Licenses and Certifications

Add new Article 55 as follows:

55.1 The City shall pay the cost of licenses and certifications that are required by the City as a condition of employment. This provision shall not include payment of driver's license fees.

APPENDIX 2 – Excerpts from Labour Board Minutes of Settlement dated September 6, 2002

Amend 2(e) as follows:

2(e) Future vacancies for the bargaining unit position of District Chief will be filled on a "senior qualified" basis. Without prejudice to any position taken by either of the parties with regard to any other article in the Collective Agreement, for the position of District Chief, "senior" means seniority based on start date. "Qualified" means that the individual will have taken a District Chief course, which will be based on a pass/fail grade of seventy percent (70%), and have passed the course. In the event that an individual does not pass the course, rewrites will be offered on the same basis as were agreed to previously between the parties vis a vis the proposed Acting District Chief course. There will be no suitability interview. Further, the contents of the course, when it is created, will not be finalized without input from the Union. Further individuals taking the course will receive training on days off at straight time pay

~~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).~~

Amend Letter of Understanding No. 7 Re: 5.2.1 Footwear as follows:

LETTER OF UNDERSTANDING NO.7
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: HIGH ANGLE FOOTWEAR

~~Whereas the High Angle Rescue Program is an important component of the Winnipeg Fire Department:~~

~~Whereas there is a special need for proper footwear that allows the High Angle Specialist to perform **their** job to the highest possible standard:~~

1. **All individuals who are active Fire Rescue Operations employees, and who are qualified in High Angle Level II, and who require the use of the High Angle footwear as a result of their work assignment, will be allowed to exchange their yearly allotment of oxford boots or walking shoes for a designated high angle boot.**

2. **The high angle boot will be in exchange for a current issue and not in addition to.**

3. **The high angle boot in question will be the make and model agreed to by the parties.**

4. **The exchange of the high angle boot will be done only in even numbered years.**

~~THE PARTIES HERETO AGREE TO THE FOLLOWING:~~

~~1. All individuals who are qualified High Angle Level II will be allowed to exchange their yearly allotment of oxford boots or walking shoes for a designated high angle boot.~~

~~2. The high angle boot will be in exchange for a current issue and not in addition to.~~

~~3. The high angle boot in question will be the make and model agreed to by the parties.~~

~~4. The exchange of the high angle boot will be done only in even numbered years.~~

Amend Letter of Understanding No. 11 Re: Fire Investigations Branch as follows:

LETTER OF UNDERSTANDING NO. 11

Between the City of Winnipeg and
The United Fire Fighters of Winnipeg, Local 867 of IAFF

RE: FIRE INVESTIGATIONS BRANCH

The parties hereby agree as follows:

1. **For the purposes of filling Fire Investigator vacancies (other than casual vacancies as set out in this LOU) "seniority" shall be understood to refer to Branch seniority as opposed to Departmental seniority.**

2. **Branch seniority relating to such aspects as promotion, will be determined by the employee's commencement date within the Branch and when the employee meets qualifications. In the case of broken service with the Branch, the most recent commencement date will be the basis for the calculation of seniority.**

3. Assignment to the position of Fire Investigator requires that applicants meet the NFPA 1033 Certified Fire Investigators Standard.

4. An Eligibility List by seniority will be created following **an annual** call for interested applicants for assignment to the position of Fire Investigator. Applicants must have attained a minimum of First Class Fire Fighter to be eligible for placement on the Eligibility List.

5. The City will undertake, at its expense, to train, by seniority, employees on the Eligibility List to the NFPA 1033 Certified Fire Investigators Standard. Upon achieving the required certification, these employees will be designated "**Alternate** Investigator" and will be given preference to fill Fire Investigator vacancies by seniority. A minimum of two (2) employees per Platoon will be trained to NFPA 1033 Certified Fire Investigator and designated as "Alternate Investigator".

6. Employees designated as "Alternate Investigator" after April 26, 2017 shall be designated as such for a minimum period of three (3) years.

7. Fire Investigators will be allowed to change days with other Fire Investigators. Employees not considered permanent under Article 9.43 of the Collective Agreement will be allowed to change days with Suppression staff. Any casual vacancy in Fire Investigations, which is created by such a change of day, may be filled by employees described under Subsection 3. Such replacement shall be by seniority. When an employee described under Subsection 3 is working in the position **they** shall be paid the Fire Investigator pay rate or **their** regular rate of pay, whichever is greater.

8. The probation period shall be one (1) year.

9. Hours of work shall be as stated in Article 13.3 of the Collective Agreement. All provisions regarding lieu tour, stat tour shall apply.

10. Preference shall be that no more than two (2) employees will take vacations at the same time. If there is a conflict then the senior employee's vacation request shall prevail.

11. Effective January 1, 2016 uniforms will be issued in accordance with Article **5.14** of the Collective Agreement.

In addition, upon promotion into the Fire Investigations Branch, members will receive an initial issue of one (1) pair of winter safety boots, which will be replaced on an as required basis as approved by the second removed supervisor.

Further discussions will take place in regards to any other clothing requirements needed for the Fire Investigations Branch.

12. Provision for returns to Fire Suppression shall be as per Article 9.43 of the Collective Agreement. The date of entry into the Fire Investigations Branch shall trigger the time requirements under Article 9.43.

13. In addition to the foregoing, the parties agree that one position of Fire Investigations Coordinator shall be created in the Branch subject to the following conditions:

a) The Fire Investigations Coordinator shall work a straight day shift from 08:00 a.m. to 04:30 p.m., Monday to Friday, with one hour for lunch

This Letter is not intended to preclude further discussion or negotiations in areas related to Fire Investigation.

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.

Amend Letter of Understanding No. 18 Re: Annual Vacations and Public Holidays as follows:

LETTER OF UNDERSTANDING NO. 18
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: ANNUAL VACATIONS AND PUBLIC HOLIDAYS

The parties agree that for the term of the Agreement expiring December 31, 2028 members may be able to sell up to a maximum of two tours of holiday, stat or lieu tours. The number of holiday, stat or lieu tours available for purchase will be determined by Management. If, based on operational circumstances, Management desires to allow selling of tours beyond two tours generally, they will consult with the Union and may do so with the Union's consent.

~~The parties agree that for the term of the Agreement expiring **December 31, 2023**, members may be able to sell unlimited holiday, stat or lieu tours. The number of holiday, stat or lieu tours available for purchase will be determined by Management and will be offered on the basis of seniority.~~

~~All provisions in Article 19.20(b) of the Collective Agreement shall remain in effect.~~

Amend Letter of Understanding No. 23 Re: Modified Work Week in the Fire Prevention, Public Education and Academy of Fire and Emergency Services Branches as follows:

LETTER OF UNDERSTANDING NO. 23
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 and 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 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 Letter of Understanding.

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 (2) 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) times (x) nine and one-half (9.5) hour work days, with the exception of any week in which there are two (2) Public Holidays in which case the Branch Head will schedule each group three (3) times (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)~~ **ten and one-half (10.5)** 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 Letter of Understanding. Article 14.7 (accumulated overtime) shall apply to all three Branches herein.

6. Sick Leave shall accrue in accordance with Article 16. For the purposes of this Letter of Understanding, 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 Letter of Understanding, 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 the 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 Letter of Understanding will be reviewed annually and will be renewed by agreement of both parties.

Amend Letter of Understanding No. 26 Re: Equity, Diversity and Inclusion and replace with the following:

LETTER OF UNDERSTANDING NO. 26
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: EQUITY, DIVERSITY AND INCLUSION

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

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

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

During the life of this Collective Agreement, the City will continue developing Equity, Diversity and Inclusion Programming. These will include but not be limited to, strategies and initiatives to attract, recruit and retain employees from the six under-represented equity groups: Indigenous Peoples, Women, Racialized Peoples, Persons with Disabilities, Newcomers and 2SLGBTQQIA+ Peoples. The City will engage the Union in meaningful collaboration as this programming continues to be developed.

Add New Letter of Understanding Re: Paul LaFrance Mental Health Treatment Fund

LETTER OF UNDERSTANDING NO. XX
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: PAUL LAFRANCE MENTAL HEALTH TREATMENT FUND

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 WHERAS the City and the Union have jointly operated this fund as the Paul LaFrance Mental Health Treatment Fund (PLMHTF), and desire that it continues for the benefit of the health and wellness of eligible employees;

1. **The City shall contribute $88,000.00 annually to the Fund for the duration of this Collective Agreement;**
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 only once.**

5. **Funds contributed by the City not used in the year of contribution shall remain in the Fund to be used in the subsequent year.**

Add new Letter of Understanding Re: Reasonable Accommodation

LETTER OF UNDERSTANDING NO. XX
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: REASONABLE ACCOMMODATION

The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics a set out in the Manitoba Human Rights Code.
The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employee, the Employer and the Union.

When a need has been identified, the parties will meet to investigate and identify the feasibility of an accommodation that is substantial, meaningful and reasonable to the point of undue hardship.

Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

Add new Letter of Understanding Re: UFFW President's Leave

LETTER OF UNDERSTANDING NO. XX
Between
The City of Winnipeg ("City")
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF ("Local 867")
RE: UFFW PRESIDENT'S LEAVE

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

The Parties 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 twelve (12) month periods at the request of the Union, made not less than thirty (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.**

Add new Letter of Understanding Re: Firefighter Lateral Transfers

LETTER OF UNDERSTANDING NO. XX
Between
The City of Winnipeg ("City")
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF ("Local 867")
RE: FIREFIGHTER LATERAL TRANSFERS

1. **The Parties have agreed that no further lateral transfers will be made internally with WFPS. The August 17, 2007 practice will be discontinued and the Employer will be reverting to the strict wording of the Collective Agreement.**

2. **The parties agree that all employees who had a lateral transfer completed under the August 17, 2007 agreement will remain in effect with no changes being made to their current salaries.**

3. **For recruitment purposes, after the candidates have met the qualifications, preference will be given to employment equity members followed by UFFW members before external candidates are considered.**

4. **Accelerated placement on the salary schedule will be considered for firefighters who are being recruited from career Departments, who have held classifications of firefighter and firefighter PCP, and who have demonstrated sufficient experience to warrant this consideration. For example, if a firefighter has had 4 years employment with a career Department having similar frequency and nature of duties as found in WFPS, they will be slotted for pay purposes to step 5 (after 3.5 years) in the UFFW pay scale. If the firefighter does not have similar frequency and nature of duties as found in WFPS, accelerated placement on the salary schedule may be partial or not at all at the discretion of the Service.**

Add new Letter of Understanding Re: Implementation of a New Annual Leave Schedule

LETTER OF UNDERSTANDING NO. XX
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: IMPLEMENTATION OF A NEW ANNUAL LEAVE SCHEDULE

The Department and the Union agree that the current annual leave rotation schedule ought to be replaced with a new schedule that better meets the needs of the Service and staff in Operations.

The parties therefore agree to commence meeting as soon as possible after ratification to have good faith discussions on a new annual leave rotation schedule to replace the current one (Appendix 3). The parties will endeavor to reach agreement on a new schedule that will reasonably address the needs and objectives of both the Department and the Union.

In the event the parties reach agreement on a new annual leave rotation schedule, it shall be implemented in the 2027 vacation year, or at such earlier time as the parties may agree. If an agreement cannot be reached in good faith efforts by the parties, the existing annual leave rotation schedule (Appendix 3) will remain in effect.

Add new Letter of Understanding Re: Modified Work Week for Employees in the "Air Room"

LETTER OF UNDERSTANDING NO. XX
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: MODIFIED WORK WEEK FOR EMPLOYEES IN THE "AIR ROOM"

The City of Winnipeg and the Union have a mutual interest in discussing the establishment of a Modified Work Week (MWW) for workers in the "Air Room".

The City and the Union shall meet within 90 days of the ratification of this Collective Agreement to discuss an MWW arrangement for workers in the "Air Room", and if they are able to agree to terms the parties may implement the new MWW arrangement during the life of this Collective Agreement.

Add new Letter of Understanding Re: Special Working Group – Hours of Work and Shift Schedule.

LETTER OF UNDERSTANDING NO. XX
Between the City of Winnipeg
and
The United Fire Fighters of Winnipeg, Local 867 of IAFF
RE: SPECIAL WORKING GROUP RE: FEASIBILITY OF IMPLEMENTATION OF A 24-HOUR SHIFT

WHEREAS the City and the United Fire Fighters of Winnipeg (UFFW) agree to form a Special Working Group (SWG) to review and investigate the hours of work and shift

schedules for the Winnipeg Fire Paramedic Service;

Now therefore be it resolved the parties further agree as follows:

1. **It is understood that the focus of the Special Working Group's review will be to investigate the feasibility of a 24-hour shift and to identify issues and concerns arising from such a shift being utilized by the WFPS. The parties agree and understand that the formation of the SWG does not constitute a guarantee that the parties will agree to the implementation of 24-hour shift on a trial basis or in any manner whatsoever.**

2. **The parties further agree that the discussions of the SWG are not binding and shall not be construed in any manner to constitute collective agreement negotiations between the parties.**

3. **The health and wellness of employees, the operational needs of the WFPS and service levels to the public must be primary considerations. In accordance with the foregoing, the SWG will focus its discussions on the following areas:**

    a) **the operational issues and impacts associated with 24-hour shifts, including impacts upon service to the public and potential cost implications;**

    b) **the health, safety and wellness impacts associated with 24-hour shifts;**

    c) **anticipated amendments to the collective agreement should a 24-hour shift ever be adopted;**

    d) **a list of measurables to be used to assess the effectiveness of a 24-hour shift schedule during any pilot program or trial period; and**

    e) **any other matter considered to be relevant by either party.**

4. **The Committee will be comprised of four (4) members; two (2) members representing the City, and two (2) members representing the UFFW. Guests may be invited by either party where added expertise or assistance is desirable.**

5. **A first meeting of the SWG will occur within ninety (90) days of ratification of the Collective Agreement. The Committee will meet thereafter on an ongoing basis, but in no event less than quarterly unless by mutual agreement.**

6. **The SWG shall prepare a joint written report to the Fire and Paramedic Chief no later than the expiry of the current collective agreement, and the report shall include a summary of issues the Department and the UFFW agree upon, and those where there is partial or no agreement, and any joint recommendations regarding the possible implementation of a 24-hour shift in Operations the SWG may wish to make.**

7. **The SWG report will be received by the Fire and Paramedic Chief as information, and is not binding upon the City or the UFFW.**

SALARY SCHEDULE (Amendments)

ADDITIONS:

Job/Class Code – 070272 – Fit Test Technician

					Effective DEC 31/23		
RANK	**CLASS CODE**	**SAL GRADE**	**BW HRS**	**STEP**	**HRLY**	**BIWKLY**	**ANNUAL**
Fit Test Technician	**070272**	158	40	1	29.740352	2,379.228128	61,859.931

Job/Class Code – 072642 - Station Maintenance Helper

					Effective DEC 31/23		
RANK	**CLASS CODE**	**SAL GRADE**	**BW HRS**	**STEP**	**HRLY**	**BIWKLY**	**ANNUAL**
Station Maintenance Helper	**072642**	160	40	1	26.383923	2,110.713821	54,878.559
				2	27.30736	2,184.588805	56,799.309
				3	28.263118	2,261.049412	58,787.285
				4	29.252327	2,340.186141	60,844.84

JOB TITLE AMENDMENTS

Job/Class Code – 073343 - Senior Fire Prevention Officer. Add "Fire Prevention Officer – Plan Examination" under Rank.

Job/Class Code – 074212 - Change title from Emergency Equipment Utility Person to Fire Rescue Equipment Maintenance Technician.

Job/Class Code – 073383 - Public Education Officer. Remove "In Branch After February 27/08".

DELETIONS

Job/Class Code – 073393 - Public Education Officer (In Branch Before February 27/08).

RESIDUAL ITEMS

Delete residual items on page 131 and 132 of the current collective agreement.

~~Residual items from the 2008 MOA not incorporated in the Collective Agreement and placed here for reference purposes:~~

~~**11. Special Salary Adjustments**~~

~~For Academy Officers the 0 -6 month step at 109% and~~
~~The 6 – 24 month 115% step and~~
~~The 24 – 30 month 117% step in the pay plan are deleted.~~
~~Wages for Academy Officer will now be~~

a) Entry Level – One hundred and twenty-one percent (121%).

b) After Sixty (60) months – one hundred and twenty-five percent (125%) (must have completed Emergency Service Instructor Level 2 & 3 when offered). Employees with sixty (60) months service in the Training Branch who currently hold Emergency Service Instructor Level 2 shall be eligible to be paid at the one hundred and twenty-five percent (125%) rate while obtaining Level 3 when offered.

c) In order to be considered as qualified for the Academy Officer positions the applicants must possess or are required to complete, within designated time frames, the required Emergency Service Instructor (Emergency Service Instructor I, II and III) programs.

d) In the event of a posted vacancy in the Training Branch, Captains and District Chiefs may apply and if successful their biweekly rate of pay will be maintained, the benefits shall all be adjusted as per the Collective Agreement. In the event any Captain or District Chief moves into the Training Branch they shall be subject to the same requirements for qualifications as any other Academy Officer.

e) The rate of pay for the Senior Academy Officer shall be adjusted from one hundred and twenty-five percent (125%) to one hundred and twenty-seven percent (127%). The incumbent in this position shall be required to work five (5) days per week, Monday to Friday, and it is acknowledged that part of their responsibilities include administrative duties, staff supervision and a requirement to act in the absence of the Academy Director. Acting pay shall be paid after the Senior Officer has acted in the absence of the Director for a period of time in excess of two (2) full days.

Fire Prevention

The two (2) day requirement of acting will be changed to one (1) day and will apply only to Fire Prevention as was negotiated.

Training Officers

There shall be a pilot project allowing Training Officers to work a four (4) day work week, either Monday to Thursday or Tuesday to Friday. The Pilot Project shall be evaluated during the term of the Collective Agreement and duly considered for extension subject to the operational requirement of the Service. It is understood that the required hours of work, - thirty-seven and one-half (37.5) hours per week – will be worked within four (4) days. Should a sick day be taken, the employee's sick back shall be reduced by (9.375) hours per day. Should a single day of vacation be taken as time off, the vacation bank shall be reduced by nine point three seven five (9.375) hours for each day. This pilot shall not preclude work on a Saturday in accordance with Article 13.

The City shall continue to exercise its rights under Article 13.8 of the Collective Agreement. In addition it shall have the right to place an employee on the work week stipulated in Article 13.7 of the Collective Agreement for training staff attending conferences or educational courses for Instructor development.

~~**New Letter of Understanding Re: Fire Prevention**~~

~~The Fire Prevention Officer assigned to Plan Examination shall be compensated at the Senior Fire Prevention Officer rate for the enhanced skills required for this position and administrative duties assigned and training of actors for back filling this position.~~

~~**Women in the Workplace**~~

~~The Service acknowledges that the presence of women in the workplace creates unique circumstances. The parties agree that these issues may be raised and discussed at the Joint Labour Management Committee meetings on an ongoing basis. The UFFW Women's Advocates will be in attendance at the Labour Management Committee meetings are required and when they are in attendance the Service shall recognize them as members of the Committee for compensation purposes.~~