CITY CLERKS WPG '22 JUL 14 11:41

Winnipeg

THE CITY OF WINNIPEG

-and-

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

COLLECTIVE AGREEMENT

JANUARY 1, 2021 to DECEMBER 31, 2023

TABLE OF CONTENTS

		Page
ARTICLE 1	**Definitions**	**13**
	1.1 to 1.6	**13**
ARTICLE 2	**Effective Date, Duration, Revision and Termination**	**14**
	2.1 Effective Date	**14**
	2.2 to 2.6 Duration, Revision and Termination	**14**
ARTICLE 3	**Preamble, Scope of Agreement and Recognition of the Union**	**15**
	3.1 Preamble and Scope of Agreement	**15**
	3.2 Recognition of the Union	**15**
ARTICLE 4	**Classification of Employees**	**15**
	4.1 to 4.2 Designation of Employees	**15**
	4.3 to 4.4 New Classification and Reclassification	**15**
	4.5 to 4.6 Senior Fire Fighter	**15**
	4.7 Job Descriptions	**16**
	4.8 Specialty Units	**16**
ARTICLE 5	**Clothing**	**16**
	5.1 to 5.13 General	**16**
	5.14 to 5.16 Operations Branch	**17**
	5.17 Fire Prevention and Public Education Branches	**18**
	5.18 Academy of Fire and Emergency Services	**18**
	5.19 Emergency Mechanical Services Branch	**19**
ARTICLE 6	**Permission for Executive to Visit Stations**	**19**
	6.1	**19**
ARTICLE 7	**Supplementary Rules, Regulations and Working Conditions**	**19**
	7.1 to 7.6	**19**
ARTICLE 8	**Priority of Collective Agreement**	**20**
	8.1 to 8.2	**20**
ARTICLE 9	**Promotions**	**21**
	9.1 to 9.2 Definitions	**21**
	9.3 to 9.14 Progression to First Class Fire Fighter	**21**
	9.15 to 9.18 Promotion to Officer Rank in the Operations Branch	**22**

TABLE OF CONTENTS - 2

		Page
ARTICLE 9	**Promotions (con't)**	**21**
9.19 to 9.28	**Company Officer Development Program - Operations**	**22**
9.29 to 9.43	Assignment and Promotion to the Fire Prevention and Public Education Branch and the Academy of Fire and Emergency Services	24
9.44	**Promotions to Administrative Positions**	**26**
9.45 to 9.47	Removal From Eligibility List or Reduction in Rank – Operations	27
9.48	Refusal to Seek Promotion	27
9.49	Disability	28
9.50	Collective Agreement, Grievance and Arbitration Procedures	28
9.51 to 9.57	**On Shift Trainers (Facilitators)**	**28**
9.58 to 9.61	Hiring in Fire Prevention	29
9.62	Right to Return to Former Position	29
ARTICLE 10	**Seniority**	**30**
10.1 to 10.4		30
10.5 to 10.6	**Transfers Between the Operations Branch and the EMS Branch**	**30**
ARTICLE 11	**Rates of Pay**	**30**
11.1	Rates of Pay	30
11.2	Long Service Pay	31
11.3 to 11.5	Temporary Assignment to Higher Rank	31
11.6 to 11.7	Stand By Duty	31
11.8	Night Shift Premium	31
11.9 to 11.10	Red Circling	31
11.11	Interest on Retroactive Wage Award	32
ARTICLE 12	**Hospital and Medical**	**32**
12.1		32
ARTICLE 13	**Hours of Work**	**32**
13.1 to 13.4	Operations Branch	32
13.5	Fire Prevention and Public Education Branch	32
13.6 to 13.7	Academy of Fire and Emergency Services Branch	33
13.8	Emergency Mechanical Services Branch	33
13.9 to 13.11	**Centralized Gear Washing and Maintenance Department**	**33**
13.12	Varying Hours of Work for Special Circumstances	34
13.13 to 13.14	Changing Shifts or Days Off	34
13.15	Personal Vehicle Allowance	34
13.16 to 13.23	**Extended Hours of Work – EMS Branch**	**34**
13.24 to 13.28	**Resource Pool - Operations**	**35**

TABLE OF CONTENTS - 3

Page

ARTICLE 14 Overtime **35**

14.1	Definition	**35**
14.2	Call Back to Work	**36**
14.2(a)	Mileage Allowance on Call Back to Duty	**36**
14.3	Commencing Work Early	**36**
14.4	Continuing Overtime	**36**
14.5	Acting Rank Overtime	**36**
14.6	When Paid	**37**
14.7	Accumulation and Usage of Accumulated Overtime	**37**
14.8 to 14.12	Inquests, Court Proceedings	**37**
14.13	**Overtime Call In for Fire Fighters**	**38**
14.14 to 14.15	Training Attendance at Straight Time Pay	**38**
14.16	Continuing Medical Education Days	**39**

ARTICLE 15 Training Courses **39**

15.1	**Attendance at External Training Courses**	**39**
15.2	Selection for Internal Training Courses	**39**
15.3	Temporary Training Officers	**40**

ARTICLE 16 Sick Pay and Cash Out Provisions **40**

16.1 to 16.6	Accumulation	**40**
16.7 to 16.11	Notification of Sickness	**40**
16.12	Integration of Manitoba Public Insurance Corporation PIPP Benefits with Sick Leave Benefits	**42**
16.13 to 16.16	Sick Pay	**43**
16.17	Sick Leave Cash Out	**43**

ARTICLE 17 Leave of Absence **43**

17.1	Family Leave	**43**
17.2 to 17.9	Compassionate and Bereavement Leave	**43**
17.10	Leave of Absence Without Pay for Union Work	**44**
17.11 to 17.22	Maternity Leave	**44**
17.23 to 17.30	**Parental Leave**	**47**

ARTICLE 18 Compensation **48**

18.1 to 18.10		**48**

ARTICLE 19 Annual Vacations and Public Holidays **50**

19.1	Definition	**50**
19.2 to 19.8	Entitlement – Permanent Employees	**50**
19.9	Entitlement Where Service is Less Than One (1) Year	**50**

TABLE OF CONTENTS - 4

Page

ARTICLE 19 Annual Vacations and Public Holidays (con't) **50**

19.10 to 19.11	Vacation Schedules – Operations	**51**
19.12 to19.14	**Academy of Fire and Emergency Services**	**52**
19.15 to 19.19	Fire Prevention and Public Education Branch	**52**
19.20	Payment in Lieu of Vacation and Holidays	**52**
19.21	**Public Holidays**	**53**
19.22	**Time Off For Public Holidays**	**53**
19.23	Work Performed on Public Holidays	**53**
19.24	Booking Public Holiday or Annual Vacations	**53**
19.25 to 19.28	Sick Time While on Annual Leave or Public Holidays	**54**
19.29	Proper Remuneration for Annual Vacations	**54**
19.30	Proper Remuneration for Public Holidays	**54**

ARTICLE 20 Employee Representation **55**

20.1 to 20.8 ..... **55**

ARTICLE 21 Check Off and Union Security **56**

21.1 to 21.4 ..... **56**

ARTICLE 22 Amalgamation or Merger **56**

22.1 ..... **56**

ARTICLE 23 Respectful Workplace **56**

23.1 to 23.3		**56**
23.4	Definitions	**57**
23.5		**57**

ARTICLE 24 Non-Disciplinary Early Intervention and Discipline **58**

24.1	Definitions	**58**
24.2	Early Intervention-Non-Disciplinary	**58**
24.3	Disciplinary Intervention	**59**

ARTICLE 25 Problem Solving – Grievances and Arbitrations **60**

25.1	Step 1 – Problem Solving	**60**
25.2	Grievances	**60**
25.3	Step 2 Grievance to a Senior Officer	**60**
25.4	Step 3 – Grievance to Chief	**61**
25.5 to 25.15	Arbitrations	**61**

TABLE OF CONTENTS - 5

Page

ARTICLE 26 Adverse Reports **63**

26.1 to 26.4 ..... **63**

ARTICLE 27 Wellness and Fitness **63**

27.1 to 27.4 ..... **63**

ARTICLE 28 Living Conditions **64**

28.1 ..... **64**

ARTICLE 29 Staffing **64**

29.1 ..... **64**

ARTICLE 30 Civil Liability **64**

30.1 to 30.2 ..... **64**

ARTICLE 31 Criminal Liability **65**

31.1 to 31.2 ..... **65**

ARTICLE 32 Confidentiality **65**

32.1 to 32.3 ..... **65**

ARTICLE 33 Non-Fire Fighter Duties **65**

33.1 to 33.2 ..... **65**

ARTICLE 34 Lay Off and Recall **66**

34.1 to 34.5 ..... **66**

ARTICLE 35 Dental Plan **66**

35.1 to 35.2 ..... **66**
35.3 Extended Benefits After Death of a Fire Fighter **66**

ARTICLE 36 Vision Care **66**

36.1 to 36.2 ..... **66**
36.3 Extended Benefits After Death of a Fire Fighter **67**
36.4 Ambulance and Semi-Private Hospital Coverage **67**

TABLE OF CONTENTS - 6

Page

ARTICLE 37 Transfers **67**

37.1 ..... **67**

ARTICLE 38 Union/Management Committee **67**

38.1 ..... **67**

ARTICLE 39 Relief (Lieu) Tour **67**

39.1 to 39.7 ..... **67**

ARTICLE 40 Federal Elections and Provincial Acts Requirement **68**

40.1 ..... **68**

ARTICLE 41 Change of Day, Tour, Holiday Entitlement **69**

41.1 to 41.7 Changes of Day **69**
41.8 to 41.12 Changes of Tours **69**
41.13 to 41.15 Changes of Annual Holiday Entitlement **70**

ARTICLE 42 Staff Development **70**

42.1 to 42.4 ..... **70**

ARTICLE 43 Publication of Information **70**

43.1 ..... **70**

ARTICLE 44 Photo Identification Cards **70**

44.1 to 44.2 ..... **70**

ARTICLE 45 Disability Benefits **71**

45.1 to 45.2 ..... **71**

ARTICLE 46 Bulletin Boards **71**

46.1 to 46.3 ..... **71**

ARTICLE 47 Pensions, Group Insurance and Dependent's Benefits **71**

47.1 Group Life Insurance Plan **71**
47.2 Commencement of Insurance **72**
47.3 to 47.4 Amount of Insurance **72**

TABLE OF CONTENTS - 7

Page

ARTICLE 47 Pensions, Group Insurance and Dependent's Benefits (con't) **71**

47.5	Termination of Insurance	**72**
47.6 to 47.8	Amount of Insurance After Pension Commences	**72**
47.9	Death Benefit	**73**
47.10	Disability	**73**
47.11 to 47.12	Who Pays For the Cost of My Insurance	**73**
47.13	Pension Plan	**74**

ARTICLE 48 Printing of Agreement **74**

48.1 ..... **74**

ARTICLE 49 Labour Management **74**

49.1 ..... **74**

ARTICLE 50 Secondment **74**

50.1 ..... **74**

ARTICLE 51 Internet/Intranet **74**

51.1 ..... **74**

ARTICLE 52 Fire Fighter and Fire Fighter-Primary Care Paramedic (PCP) **74**

52.1 to 52.8 ..... **74**

ARTICLE 53 Identifiers **76**

53.1 ..... **76**

ARTICLE 54 Mandatory Reassignment **76**

54.1 ..... **76**

APPENDICES

Page

APPENDIX 1

General Wage Increases, Rank Differentials and Salary Schedule 78

APPENDIX 2

Excerpts from Labour Board Minutes of Settlement Dated September 6, 2002 86

APPENDIX 3

Annual Leave Rotation Schedule – Operations Branch 87

APPENDIX 4

Academy of Fire and Emergency Services Annual Leave Entitlement Schedule **88**

APPENDIX 5

Pre-Retirement Leave **89**

LETTERS OF UNDERSTANDING - 1

Page

Letter of Understanding No. 1

Officer's Training Course **90**

Letter of Understanding No. 2

Acting in the Fire Prevention and Public Education Branch **91**

Letter of Understanding No. 3

Bargaining Protocol **92**

Letter of Understanding No. 4

Retirement Supplement **93**

Letter of Understanding No. 5

Respectful Workplace **95**

Letter of Understanding No. 6

Fire-Medic Upgrading to PCP **97**

Letter of Understanding No. 7

Re: 5.2.1 Footwear **98**

Letter of Understanding No. 8

Optional Compensation for Leave Entitlements **99**

Letter of Understanding No. 9

Temporary Position **100**

Letter of Understanding No. 10
Annual Leave Schedule for Fire Prevention and Public Education Branch 101

Letter of Understanding No. 11
Fire Investigations Branch 103

Letter of Understanding No. 12
Public Education **105**

Letter of Understanding No. 13
Operational Training Components **106**

LETTERS OF UNDERSTANDING - 2

Page

Letter of Understanding No. 14
Overtime Call-In **107**

Letter of Understanding No. 15
Public Education Coordinator **108**

Letter of Understanding No. 16
Temporary Employees **109**

Letter of Understanding No. 17
Annual Leave Rotation Schedule **110**

Letter of Understanding No. 18
Annual Vacations and Public Holidays **111**

Letter of Understanding No. 19
Agreed Interpretation of Articles 16, 19 and 30 of the Collective Agreement **112**

Letter of Understanding No. 20
Wellness and Fitness **115**

Letter of Understanding No. 21
Discussion Summary Document **116**

Letter of Understanding No. 22
Letter of Understanding #4 – Retirement Supplement **117**

Letter of Understanding No. 23
Modified Work Week in the Fire Prevention, Public Education and Academy of Fire and Emergency Services Branches **119**

Letter of Understanding No. 24
Conversion of One Hundred Percent (100%) Cotton Station Wear to Fire Resistant Station Clothing and Clothing and Equipment Issue **122**

Letter of Understanding No. 25
Flex Benefits Program **124**

Letter of Understanding No. 26
Equity, Diversity and Inclusion **125**

Letter of Understanding No. 27
United Fire Fighters of Winnipeg, Local 867 of IAFF President Leave of Absence (Alex Forrest) and United Fire Fighters of Winnipeg, Local 867 of IAFF Addiction and Mental Health Fund **126**

MEMORANDUM OF AGREEMENT

Page

Platoon Safety Officer/Director of Health and Safety 128

MISCELLANEOUS

Page

Schedule A **130**

Residual Items from 2008 Memorandum of Agreement **131**

THIS AGREEMENT made and entered into the **28th** day of **October, 2021**

BETWEEN:

THE CITY OF WINNIPEG

(Hereinafter called the "City")

OF THE FIRST PART

-and-

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

(Hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the City of Winnipeg was created on the first day of January, 1972, by an Act of the Legislature of the Province of Manitoba entitled as Chapter 105 of the Statutes of Manitoba, 1971, and is comprised of the former City of Winnipeg, the former City of East Kildonan, the former Rural Municipality of Fort Garry, the former City of North Kildonan, the former Rural Municipality of Old Kildonan, the former City of St. Boniface, the former City of St. James-Assiniboia the former City of St. Vital, the former City of Transcona, the former Town of Tuxedo and the former City of West Kildonan.

AND WHEREAS United Fire Fighters of Winnipeg, Local 867 was certified under the Labour Relations Act by the Manitoba Labour Board on the 8th day of March, 1973 under Certificate No. MLB2512 as certified bargaining agent for a unit described as follows:

"All employees of the Fire Department of the City of Winnipeg, Manitoba, except Fire Chief, Deputy Fire Chiefs, clerical and office staff and those excluded by the Act."

AND WHEREAS under Consent Order No. 29, Case No. 865/01/LRA dated the 11th day of July, 2002, the position of Assistant Chief (Fire) shall be excluded from the bargaining unit described in Certificate No. MLB-2512.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants and agreements of the parties hereto hereinafter contained, and by them to respectively observed, kept and performed, the parties hereto covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

Definitions

1.1 Wherever used in this Agreement the following words shall have the following meanings:

"Union" means the United Fire Fighters of Winnipeg, Local 867 of IAFF;

"Department" means the Winnipeg Fire Department, a branch of The Fire Paramedic Service of the City of Winnipeg;

1.2 "Chief" means the Fire and Paramedic Chief of The Fire Paramedic Service of the City of Winnipeg and shall include **their** authorized Deputies;

1.3 "Permanent Employee" means an employee of the Department who has worked continuously for three (3) calendar months or more and is filling a position which, in the opinion of the Chief is of a permanent nature necessitating continuous service for a period of a full year or more, and whose employment was not stated to be of a temporary nature at the time of **their** employment.

1.4 "Probationary Employee", including employees assigned to the Resource Pool, means an employee of the Department who has not completed a training and probationary period of eighteen (18) months, which training and probationary period shall be divided into two (2) steps, the first step being six (6) months in duration and the second step being one (1) year in duration. Provided that for pension purposes an employee shall be considered to be filling a position of a permanent nature after **their** first two (2) calendar months of employment.

1.5 "Sickness" shall be deemed to include disability due to an accident not covered by the provisions of the Workers' Compensation Act.

1.6 "Tour of Duty" is defined as consisting of forty-eight (48) hours as follows:

- first shift – 0800 hours to 1800 hours
- second shift – 0800 hours to 1800 hours – twenty-four (24) hours relief from duty
- third shift – 1800 hours to 0800 hours
- fourth shift – 1800 hours to 0800 hours

ARTICLE 2 – EFFECTIVE DATE, DURATION, REVISION AND TERMINATION

Effective Date

2.1 This Agreement shall come into effect on the **1ST day of January, 2021**.

Duration, Revision and Termination

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

2.3 If either party desires to negotiate a renewed or revised Collective Agreement it shall, not later than the 1st of October prior to the expiry date of the Collective Agreement, by written notice with a copy of its proposals attached thereto, require the other party to commence collective bargaining.

2.4 A party receiving the proposals referred to in Article 2.3 above shall have until October 31st to make counter proposals (or amended counter proposals), provided that such counter proposals shall be confined to the scope of such original proposals.

2.5 The proposals and counter proposals referred to in Articles 2.3 and 2.4 above shall be the terms of reference as referred to in Section 10(2) of The Firefighters and Paramedics Arbitration Act.

2.6 Upon notice being given by either party under the preceding Subsections each party agrees to commence negotiations forthwith for revision of this Agreement or a new Agreement.

ARTICLE 3 – PREAMBLE AND SCOPE OF AGREEMENT AND RECOGNITION OF THE UNION

Preamble and Scope of Agreement

3.1 The parties agree that it is desirable, and in the best interests of both parties, that harmonious relations be established and maintained between the City and its employees covered by this Agreement and, for the purpose of maintaining the efficient operation of the Fire Fighting Service, the parties desire to make provisions herein by which grievances and disputes between them, and other matters relative to the welfare of the City and of the employees concerned, can be discussed and settled quickly and amicably.

Recognition of the Union

3.2 The City recognizes the Union as the sole and exclusive bargaining agent for those employees of the City referred to in the Certificate of the Manitoba Labour Board as set forth in the preamble hereto and, as well, such further and other class or classes of employees, as may be agreed upon by the parties during the currency of this Agreement, or any extension thereof.

ARTICLE 4 – CLASSIFICATION OF EMPLOYEES

Designation of Employees

4.1 All employees covered by this Agreement will be designated into two (2) groups as follows:

a) probationary employees; and
b) permanent employees.

4.2 For pension purposes, an employee will serve a probationary period of two (2) calendar months before **they are** considered to be filling a position of a permanent nature.

New Classification and Reclassification

4.3 The City will not reclassify an existing classification during the life of this Agreement except as a result of negotiations or mutual agreement between the parties.

4.4 The City may, after consultation with the Union, introduce new classifications during the life of this Agreement subject to the following:

a) when filling any vacancy resulting from the introduction of any new classification the City agrees to give fair consideration to members within the Department.

Senior Fire Fighter

4.5 First Class Fire Fighters with ten (10) years of service or more shall be paid at the rate of Senior Fire Fighter (I or II) in accordance with the rank differentials as set out in Appendix 1.

4.6 First Class Fire Fighters with fifteen (15) years of service or more shall be paid at the rate of Senior Fire Fighter II in accordance with the rank differential as set out in Appendix 1.

Job Descriptions

4.7 The City agrees that in the event job descriptions for classifications, as set forth in Appendix 1 (Salary Schedule and Wage Table) of this Agreement, are being altered or amended, during the life of this Collective Agreement, the Union will be notified and given the opportunity to discuss same with the Department prior to said alterations or amendments being implemented.

Specialty Units

4.8 Effective December 27, 2009 all employees currently in a specialty unit, those units being Hazardous Materials, Technical Rescue and Water Rescue, must remain in that specialty unit and participate in the required duties, training and skill maintenance, as a condition of employment.

All firefighting personnel hired after December 27, 2009, as a condition of employment, must perform the duties of a specialty unit (including training and skill maintenance). The City will determine the method of assignment of new employees into a specialty unit.

In the event of exceptional circumstances, the Chief may permit an employee to withdraw from a specialty unit. Fire Fighters will be permitted to move from one specialty unit to another where operational considerations permit.

ARTICLE 5 – CLOTHING

Clothing – 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, 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
Director of Health and Safety
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 than 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 the 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) Fire Fighter 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) 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) 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 white dress shirt**
- **Two (2) neckties**
- **Dress cap**
- **Cap badge**
- **Breast badge**
- **Dress shoes**

Five (5) 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 6 – PERMISSION TO EXECUTIVE TO VISIT STATIONS

6.1 Notwithstanding any rules and regulations of the Department to the contrary, members of the Executive of the Union shall be permitted to enter any Fire **Station** in the City at any time upon informing the Officer in charge of the Fire **Station** that **they are** on business of the Union.

ARTICLE 7 – SUPPLEMENTARY RULES, REGULATIONS AND WORKING CONDITIONS

7.1 The Chief, upon request by either party hereto, may discuss rules and regulations with the Union governing special working conditions for the various divisions of the Department and all such rules and regulations, if and when agreed upon, shall be supplemental to the general conditions of employment set forth in this Agreement.

7.2 These supplementary rules and regulations shall specify the policy of the Department with respect to any matter, which is mutually agreed upon. However, such supplementary rules and regulations shall not be inconsistent with, or vary, or change any of the other terms or conditions set forth in this Agreement.

7.3 Such supplementary rules and regulations, when agreed upon, shall be signed by the Chief on behalf of the City and by the proper Officers of the Union on behalf of the Union.

7.4 When Notice of Termination or Notice For Revision of this Agreement is given by either party to the other pursuant to Article 2 of this Agreement, then such Notice shall be as well a notice of termination of all Supplementary Agreements made pursuant to Subsection 7.1 of this Article, and notwithstanding any provisions respecting termination of Supplementary Agreements contained within such Supplementary Agreements. Provided, however, that on the execution of a new Collective Agreement, all Supplementary Agreements affected by such Notice as aforesaid (except insofar as they may be inconsistent with such new Collective Agreement) shall be revived and shall continue in force subject to such variations as may be made from time to time in accordance with Subsection 7.1 of this Article.

7.5 Notwithstanding anything contained herein, the terms and conditions contained in each Supplementary Agreement shall continue in full force and effect as long as the terms or conditions other than wages, of this Collective Agreement remain in effect in accordance with the provisions of the Labour Relations Act.

7.6 Regulation No. 60 of the Department Regulations shall be amended in the last portion thereof to read as follows:

"Drill or instruction periods of a minimum of two (2) hours shall be carried out daily except Saturdays, Sundays and holidays. Drill or instruction periods may be carried out on Saturdays at the discretion of the Captain."

At the sole discretion of the City:

Company training, drill and/or instruction may be carried out on Saturdays for specialty training programs, or for emergency medical training that relates to relicensing requirements (Alternate Route for Maintenance of Licensure Program or equivalent), or for training on new or revised medical procedures, equipment, technologies, by trainers so designated by the City.

Any training, drill and/or instruction may be conducted on Saturdays at stations designated as Training Stations

ARTICLE 8 – PRIORITY OF COLLECTIVE AGREEMENT

8.1 The Executive of the Association agrees with the City that it will instruct, and to the best of its ability ensure, that all of its members will observe all regulations made by the City for the government of the Fire Department. Provided always, and it is hereby agreed by the parties hereto, that where there is any conflict between any of such regulations and the provisions of this Agreement, then the provisions of this Agreement shall prevail and shall govern all relations between the parties.

8.2 The City will pay fifty percent (50%) of the cost of 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 designed so as to fit into the same binder containing those departmental regulations.

ARTICLE 9 – PROMOTIONS

Definitions

9.1 In this Article the following words shall have the following meanings:

9.2 "Panel" means the Assessment and Selection Panel established by this Article; "Member" means a member of the Union within the scope of this Agreement; "Seniority" means seniority as defined in Article 10 of this Agreement.

Progression to First Class Fire Fighter

9.3 Fire Fighters will qualify for the rank by satisfactorily completing four (4) written progressive tests and serving at least five (5) years in the Department.

9.4 One (1) of the said progressive tests shall be conducted in each of four (4) successive calendar years until the four (4) tests have been successfully completed with a passing grade of seventy percent (70%).

9.5 The subject material of the four (4) progressive tests shall be taken from the **manual in use for the Fire Fighter Certification.** 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.

9.6 The Union shall have the right to review, and discuss effectiveness in performance of the test system, and review and discuss modifications to the test system.

9.7 The progressive tests shall be conducted in a manner that will not interfere with an employee's earned annual vacation or public holiday leave provided for under this Agreement.

9.8 The progressive tests shall be held when an employee is on duty. If this is not possible, then an employee who is off duty and is required to write such a test, shall be paid as provided for in Article 14 of this Agreement.

9.9 Should the employee not successfully complete a test the Department shall ensure that the employee has an opportunity to rewrite the test within sixty (60) days with no penalty.

9.10 Upon successfully completing the test, or retest, the employee shall be eligible to receive their annual increment.

9.11 Failure to successfully complete the rewrite shall cause the annual increment to be withheld until successful completion of the next test in a period of approximately one (1) year.

9.12 The employee shall have the option to write the regular test and the makeup test in the next test period to achieve parity with **their** classmates.

9.13 Should the Department suspend the delivery of a progressive test for any reason the employee's progression to the next increment shall not be extended because of that interruption.

9.14 Articles 9.3 and 9.9 through 9.13 shall only apply to employees hired after December 24, 1995.

Promotion to Officer Rank in the Operations Branch

9.15 Promotion to the rank of:

a) District Chief will be made in accordance with Appendix 2;

b) 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**;

c) Lieutenant and Captain will be made by seniority from a list of eligible candidates after assessment and review of the candidate's career record and after a candidate has successfully completed the Company Officer's Development Program to the rank for which the promotion is being sought,

and;

9.16 After the candidate has been approved by the 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 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.

9.17 After the satisfactory completion of a one (1) year probationary period, the employee shall be confirmed in the rank.

9.18 If an employee's performance during **their** probationary period is found to be unsatisfactory at any time during that period, **they** shall be advised at the time in detail as to the unsatisfactory aspects of **their** performance.

Company Officer Development Program – Operations Branch

9.19 A Company Officer Development Program hereinafter called "the Program" will be established.

9.20 Employees will be offered the opportunity to participate in the Program by seniority and must successfully complete the Program to the rank for which the promotion is being sought, before being eligible for promotion. Employees must also successfully complete the Program to the rank for which promotion is being sought prior to being placed in the position of Acting Officer status for that rank.

If an employee returns from a leave that was for reasons of illness or other incapacity, and if not for the leave 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 into that step upon return from leave. If allowed to enter the step, the employee will be allowed or scheduled to participate in the components of that step when those components are normally available.

9.21 The Department will make efforts to make Company Officer Training available early in the employee's career. A member will not be allowed to act as Lieutenant until **they have**

successfully completed the Fire Officer I Program. A member will not be allowed to Act as Captain until **they have** successfully completed the Fire Officer II Program.

The parties recognize that from time to time, there will be circumstances wherein an overtime call-in may be required to cover the need to fill a staffing requirement for Lieutenant or Captain.

If it can be demonstrated that the City has not taken reasonable steps to ensure that Fire Fighters have had the opportunity to complete the Program to the rank for which the member could have reasonably expected to be trained to be allowed to act, and through no fault of the member in question, the Chief will arrange for remuneration to the member for lost acting opportunities. Each case will be dealt with on its own merits.

9.22 An employee who fails to successfully complete any component of the Program under Article 9.20 and wishes to re-attend that component, must do so on **their** own time and expense.

The Department will take reasonable steps to allow the member to take a retest as soon as reasonably practical. If the member fails the test again, the member must re-attend that component at **their** own time and expense.

9.23 An employee who successfully completes the Program to the rank for which the promotion is being sought but who chooses not to act within that higher rank will be dealt with in a manner consistent with Article 9.48 of the Collective Agreement.

9.24 If a member, entitled to participate in a course in the Program, is incapacitated to a degree that the member is temporarily unable to perform normal firefighting duties, and is therefore on sick leave or Workers' Compensation Benefits, but is sufficiently fit that **they are** able to participate in the course, **they** shall not be prevented from doing so.

9.25 If an in-class portion of the Program falls during the employee's earned annual vacation period or **their** public holiday leave, an employee may indicate, in writing to the Chief or designate, **their** desire to attend the in-class portion of the Program and request that **their** vacation period be changed to another date or dates, subject to the approval of the Chief or designate.

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.**

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 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 (FO111).

9.28 Academy attendance for the in-class component of the Program will be held Monday to Friday inclusive, subject to the provisions of Article 13 – Hours of Work.

Assignment and Promotion to the Fire Prevention Branch, Public Education Branch and the Academy of Fire and Emergency Services.

9.29 It is understood and agreed by the parties that it will not be mandatory for present incumbents only, at the date of signing of the Agreement (meaning Agreement signed June 3, 1998), in these Branches to take Level I, II or III courses, however, these courses will be made available to these members on a seniority basis.

9.30 It is understood and agreed by the parties that salary increments will not be withheld if training courses are not available in the Winnipeg Fire Department to the members.

9.31 Assignment to fill vacancies in the Fire Prevention Branch, Public Education Branch and the Academy of Fire and Emergency Services shall be made by seniority from a list of applicants, created in January of each year, or additionally if exhausted, provided they have attained a minimum of First Class Fire Fighter.

9.32 Employees selected for assignment to the Fire Prevention Branch and the Public Education Branch as a Fire Inspector or a Public Fire Educator and employees selected for assignment to the Academy of Fire and Emergency Services as an Instructor, shall, within six (6) months, complete and formally meet Level I requirements of the pertinent NFPA 1031, 1035 or 1041 Standard.

9.33 After completing six (6) months and meeting the Level I requirements the employee shall be promoted to the respective Branch.

9.34 Employees in these Branches shall, within eighteen (18) months of date of assignment, complete and formally meet Level II requirements of the pertinent NFPA 1031 and 1035 or 1041 Standard.

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

9.36 Attendance and participation in the Level I, II and III instruction shall be on Department time and shall not interfere with the employee's earned annual vacation or public holidays.

9.37 Methods for delivery and assessment for Level I, II and III instruction shall be subject to discussion by the Department and the Union.

9.38 Delivery and assessment for Level I, II and III instruction may be assigned to a third party mutually agreed to by the parties.

9.39 Effective eighteen (18) months after signing January 1, 1999, and providing those employees of the respective Branches have been given an opportunity to attend the training, acting in a higher rank in the respective Branch will require the employee to be enrolled in, or complete and formally meet the requirements of, Level III of the pertinent NFPA 1031 and 1035 or 1041 Standard.

9.40 Rates of pay for all service worked in the Branch will be at the salary, for the position appointed to, as stated in Appendix 1 of the current working Agreement.

9.41 Upon promotion, as stated in Article 9.33, an employee will serve a one (1) year probationary period in the Branch.

9.42 The Deputy Chief of Support Services, in the case of the Fire Prevention Branch, the Public Education Branch and Academy of Fire and Emergency Services, has the authority to remove an employee from any Branch during the in-service training period and the probationary period for just cause, or to reduce an employee in rank for just cause.

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 for a period not exceeding three (3) years, no condition other than Article 9.43(a) above shall apply. 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) If the employee has been assigned and/or promoted to the Fire Prevention Branch, Public Education Branch or Academy of Fire and Emergency Services for a period exceeding three (3) years the following conditions shall apply:

i. Paragraph 9.43(a) above shall apply.

ii. Employees who leave the Fire Prevention Branch, Public Education Branch or Academy of Fire and Emergency Services Branch(es) after the three (3) year period and return to Operations will have:

1. their seniority for the purposes of promotion to a higher rank in Operations, AND;
2. their service for the purposes of determining rate of pay,

adjusted to reflect a period of absence from Operations equivalent to the period of time spent in the branch(es) that exceeds three (3) years.

iii. Employees who return to Operations will be placed at the Fire Fighter rate of pay commensurate with their adjusted service date. Promotion and/or acting in a higher rank shall be subject to the employee meeting the requirements of the position, in particular for the rank of Lieutenant and Captain that includes the requirements of Articles 9.15 through 9.18.

Employees in the Branches on the date of ratification who do not exceed five (5) years' service in the Branches prior to January 1, 2014, may return to Operations prior to January 1, 2014, under the same terms as if they returned within a period not exceeding three (3) years. On and after January 1, 2014, the provisions of 9.43 (c) (i) through (iii) apply for such employees.

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 for the purposes of calculating adjusted seniority and service in accordance with (c)(ii)(1) and (c)(ii)(2) above.

If the member's adjusted seniority as per (c)(ii)(1) above is the same seniority date as another member or other members in Operations, then that member returning would be most junior in that seniority date group.

e) An employee that requests to leave the Branch will be transferred no sooner than two (2) weeks and no later than three (3) months from 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.

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**, shall be by appointment at the sole discretion of the Chief, which discretion shall be reasonably exercised "subject to the following conditions":

See Appendix 2 Re: Platoon Chief.

a) Vacancies in the above positions will be bulletined.

b) The Bulletin will identify the required and preferred qualifications for a successful candidate. It will also indicate what type of testing will be involved, and what topics may be tested, if that is the City's intent.

c) Interviews of applicants for any of the above ranks will be conducted by a Selection Panel composed of the Chief, Deputy Chief of Operations, Deputy Chief of Support Services and Manager of Human Resources or designates and one (1) Observer designated by Local 867 of IAFF. That Observer serves as a witness only, and is not part of the Selection Board and is not part of the decision making process.

d) Time spent by an employee acting in any of the above ranks on an acting basis shall not be considered as a guarantee of subsequent promotion or appointment to any vacancy in such ranks but will only form part of the career record of the employee so acting.

e) After an evaluation of the employee's service record, training record and resume, related to the stated qualifications, those employees selected by the Panel will be interviewed by seniority.

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** may be received from any Branch.

g) Any candidate who has made application for promotion to any of the above ranks and is not chosen or appointed to fill such vacancy shall have the right to make application to fill any vacancies in such ranks as they occur in the future.

h) Upon completion of the Selection Process and prior to the notification of the general membership, the successful candidate will be advised. Thereafter the unsuccessful candidate(s) will be notified, in writing, of the Selection Process outcome and reasons, and offered an opportunity for feedback as to the reasons of **their** unsuitability. If requested, this feedback review will be scheduled with the Candidate and the Manager of Human Resources, or designated as per Article 9.44 (c).

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 1,500 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.**

Removal from Eligibility List or Reduction in Rank in Operations Branch

9.45 Recommendation to the Chief for removal of a member from the Eligibility List for promotion and/or the reduction of a member from the rank **the employee** then holds for just cause will be reviewed by the Assessment and Selection Panel prior to a decision being rendered by the Chief.

9.46 In such cases, the Chair of the Panel shall be the Deputy Chief of Support Services. The Deputy Chief of 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 recommendation it is making.

9.47 Prior to the Chief making **their** decision, **they** shall review the entire case and shall call the member concerned to appear before **them** for that purpose. The member shall be entitled to appear with legal counsel. The Chief shall render **their** decision in the matter to the member concerned and the Union as soon as possible following such review.

Refusal to Seek Promotion

9.48 Employees may at any time submit a letter stating that they do not wish to act in a higher rank. Such letters may be withdrawn at any time; however, in the event of such withdrawal, said employee shall not become eligible to resume acting in a higher rank for a period of twelve (12) continuous months immediately following the withdrawal of the letter.

Disability

9.49 A member of the Department, who has turned down or been passed over for promotion because of disability or injury and who returns to the service of the Department, shall be considered for the next promotion to the rank for which **they are** qualified by seniority provided **they have** served in an acting capacity in that rank for a minimum of twelve (12) months. If **they have** not completed this acting period **they** will be required to serve in an acting capacity for the twelve (12) months or the remaining portion that would total twelve (12) months before being eligible for promotion to the rank at which **they have** been acting. Such returning member shall also be allowed to act in such higher rank as **their** seniority warrants until such time as **they have** been given the opportunity to qualify for and successfully complete the Officers' Training course and, upon successful completion, shall receive the first promotion for which **they are** eligible provided that **they have** completed **their** minimum twelve (12) months in an acting capacity.

Collective Agreement, Grievance and Arbitration Procedures

9.50 It is understood and agreed by all parties hereto that the provisions of the Collective Agreement between the parties shall apply MUTATIS MUTANDIS to all grievances, disputes or differences of opinion arising between the parties under this Article.

On-Shift Trainers (Facilitators)

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 Section 9.53.

Hiring in Fire Prevention

9.58 First opportunity for any position in Fire Prevention will be given to the senior Fire Fighter applicant, at the appropriate Fire Fighter Fire Prevention rate.

9.59 If the City so posts a position and no qualified Fire Fighter applies for it, then the City is at liberty to post a position for a Level I Fire Inspector at a rate to be agreed upon by committee. Qualified applicants from EMSB shall be granted the position, on a permanent basis, on the basis of seniority and shall receive the greater of the rate for this position or their former rate at EMSB. That rate will be frozen until the junior level Fire Inspector rate catches up to that rate. However, if the EMSB has taken the Fire Inspector position due to the elimination of **their** EMSB position, **they** shall receive fifty percent (50%) of the general wage adjustments for the bargaining unit, until the junior Fire Inspector rate catches up to that adjusted rate. If there are insufficient such qualified applicants, the City may hire from outside on a two (2) year term basis.

9.60 The Level I Fire Inspector position shall be within the bargaining unit of UFFW, and subject to the benefits under the Collective Agreement. When the term expires, the City shall post to see whether a qualified Fire Fighter applies for the position, failing which the term may be renewed.

9.61 Term Fire Inspectors will receive benefits on a prorated basis but the method of applying prorated benefits will be consistent with the pro-ration factors applied in other City of Winnipeg collective agreements.

9.62 Right to Return to Former Position

Employees that are promoted or transferred to a position outside of the bargaining unit shall retain seniority rights in the position which they held prior to the promotion or 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 as a decision of management, without loss of seniority or other accumulated rights, except for promotions which may have taken place during their absence. It is agreed that during this period the employee will not participate in collective bargaining negotiations.

ARTICLE 10 - SENIORITY

10.1 In determining an employee's length of service for seniority purposes, computation of such service shall begin from the date on which the employee began work in the Department except as provided in Article 10.3 below.

10.2 If more than one (1) employee commenced employment on the same day, seniority shall be determined by the registration number given to the employee at the time **they** commenced employment with the lower number being the more senior.

10.3 Former employees reentering the service of the Department after their continuity of service has been broken for any reason (emergency service in Her Majesty's Armed Forces and lay off being excepted) shall be considered as new employees, and their length of service for seniority purposes shall commence as of the date they last reentered the service of the Department. In cases of lay off, service for benefits purposes will not accrue, but will be deemed to be continuous with employment before the commencement of that leave.

10.4 Rights seniority within the Academy of Fire and Emergency Services, Fire Prevention 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.

Transfers between the Operations Branch and the Emergency Mechanical Services Branch

10.5 In the event that an employee transfers or is promoted from the Operations Branch to the Emergency Mechanical Services Branch or vice versa, seniority will apply as follows:

a) Benefits Seniority (relating to such conditions of employment as vacation accrual amount of sick leave and other such employee benefits) will continue to be based upon Departmental seniority.

b) Rights Seniority (relating to such aspects as promotion within the Branch, assignment of work and scheduling of vacation) will be governed by the date the employee commences work within the Branch.

10.6 Employees transferring between the Emergency Mechanical Services Branch 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 11 – RATES OF PAY

Rates of Pay

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.

Long Service Pay

11.2 It is understood and agreed that the City will provide Long Service Pay entitlements to the approximately twelve (12) positions in the Emergency Mechanical Services Branch.

Temporary Assignment to Higher Rank

11.3 In the event that an employee is temporarily assigned, by the Chief, the duties and responsibilities of a rank carrying a higher rate of pay, then such employee shall be paid at the rate of pay of such higher rank for all time spent by **them** in such higher rank.

11.4 When a permanent appointment to a rank follows a period of temporary appointment to that rank, the employee shall be paid a salary based upon the authorized annual increments for that rank, taking into account the service accumulated during **their** temporary appointment.

11.5 An employee may be assigned to the position of Temporary Training Officer. At no time shall there be more than one (1) position within the Department, except under unforeseen conditions where one (1) or more Training Officers are off duty for a long term illness.

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.

Stand By Duty

11.6 Upon assignment, by the Chief, an employee will be granted two (2) hours of pay for each eight (8) hour period of standby duty, or portion thereof, and in the event of call out, will be paid at the rate of time and one-half (1.5x) for the first four (4) hours, and double time (2x) after the first four (4) hours plus one (1) hour of traveling time at the said overtime rate commencing from the time of call out and ending with the completion of the duty which required the call out. Employees assigned to the Resource Pool are not considered on Stand By for the purpose of this Article.

11.7 If a public holiday falls during the time an employee is on standby duty, **they** shall not receive standby pay for that time, but will receive a compensating day off in lieu thereof.

Night Shift Premium

11.8 Effective March 1, 1989, employees will receive a shift premium of sixty cents (60¢) per hour for all hours worked between the hours of 6:00p.m. and 8:00 a.m.

"Red Circling"

11.9 In those cases where an employee's salary is in excess of the established rates for the position **they** hold as set forth in Appendix 1, attached hereto, then such employee shall receive fifty percent (50%) of the amount of the general increase granted in the year 1974, and in all years subsequent thereto unless the result produced thereby causes **their** rate to become less than the established rate, in which case a flat dollar increase shall be applied in an amount sufficient to bring **their** salary into line.

11.10 The provisions of the immediately preceding paragraph are the result of the adoption of Plan "C" by the Council of the City, and the declared position of the Manitoba Professional Fire Fighters'

Association, dated May 18th, 1972 to the "In Depth Study Committee on the Feasibility of Amalgamating the Fire Departments within the City of Winnipeg."

Interest on Retroactive Wage Award

11.11 The City shall pay interest to all employees covered by this Agreement at its average cost of money or at the interest being paid by the Royal Bank of Canada on its bonus savings account as at the date of the Award, whichever is the lesser, for the period from the date of the application to the Minister of Labour for the establishment of an Arbitration Board pursuant to the provisions of The Firefighters and Paramedics Arbitration Act up to the date of the payment to such employees on the amount of any retroactive pay increases.

ARTICLE 12 – HOSPITAL AND MEDICAL

12.1 The City agrees that should the government reintroduce premiums or charges for hospital and medical services coverage during the life of this Agreement, which employees would be obliged by law to pay, then the City agrees with the Union that such premiums or charges may be subject to negotiations between the parties for any succeeding collective agreement.

ARTICLE 13 – HOURS OF WORK

Operations Branch

13.1 In this Division, there shall be two (2) shifts – a day shift of ten (10) hours in duration and a night shift of fourteen (14) hours in duration.

13.2 The shift cycle will consist of four (4) weeks of forty-eight (48) hours of work per 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 of work per week for each week of the shift cycle over an eight (8) week period, as set forth in Appendix 3 **of the 2013 to 2016 Collective Agreement.**

13.3 Employees in this Division shall work a four (4) platoon system.

13.4 Classroom components of training courses will be the same hours per week as the hours worked by the Branch that is providing the training. A work week shall be defined as 8:00 a.m. Sunday to 8:00 a.m. Sunday. Statutory holidays shall be observed on the day in which they fall, but shall not affect the Statutory Holiday entitlement as per Article 19.21.

Fire Prevention Branch and Public Education Branch

13.5 The normal work week for employees in these Branches shall consist of an average of thirty-seven and one-half (37.5 hours per calendar week worked Monday to Friday. Such work week shall function as follows:

a) Participation - All employees must participate.

b) Hours of Work - 8:00 a.m. to 12:30 p.m. and 1:00 p.m. to 4:30 p.m.

c) Each Branch will be divided into four (4) groups.

d) Each group will be allowed either every second Monday or every second Friday as a designated day off, with the exception of those weeks in which there is a statutory holiday, in which case there will be no additional day off.

e) The hours of work for the Director of the Fire Prevention Branch and the Coordinator of Public Education Branch shall be 8:00 a.m. to 4:30 p.m., Monday to Friday with one (1) hour for lunch.

f) For the purposes of deducting vacation credits for any day or portion of a day taken as vacation, credits will be deducted based on the actual hours the employee would have been at work but for the vacation, i.e. eight (8) hours will be taken from vacation credits when a full day is taken as vacation.

This method of deducting vacation credits shall take effect February 1, 2010 except for employees who, as of December 27, 2009, have exceeded the five (5) year period stipulated in Article 9.43(c). Such employees will have vacation debited in accordance with the former practice. That is, vacation credits will be debited by the day, i.e. seven and one half (7.5) hours when a full day is taken as vacation.

Academy of Fire and Emergency Services Branch

13.6 The work week for employees in this Branch shall consist of thirty-seven and one-half (37.5) hours per calendar week worked Monday to Friday.

13.7 The employer may extend the work week beyond Monday to Friday days only, subject to the following limitations:

a) the hours of work will not exceed thirty-seven and one-half (37.5) hours per week;

b) the shift will end no later than 10:00 p.m. on weekdays and 4:30 p.m. on Saturday;

c) there will be no shifts on Sundays;

d) no employee will be required to work more than twenty-five percent (25%) of his shifts (calculated over a contract year) other than Monday to Friday days without **their** agreement; and

e) employees who work Saturdays will be entitled to two (2) consecutive days off or an alternate day off, at the employee's choosing, if the employee so declares when assigned the Saturday work.

Emergency Mechanical Services Branch

13.8 The work week for employees in the Emergency Mechanical Services Branch shall consist of forty (40) hours per calendar week worked Monday to Friday.

Centralized Gear Washing and Maintenance Department

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

Varying Hours of Work for Special Circumstances

13.12 With respect to Subsections 13.5, 13.6, 13.7 and 13.9 above, the parties agree that the Chief may change the daily hours of work of such employees to meet special circumstances, provided that such change does not increase the hours of work per day or per calendar week as therein set forth.

Changing Shifts or Days Off

13.13 The parties agree that nothing in this Agreement relating to hours of work prevents the Chief from granting the request of an employee for a shift or day off provided **they have** arranged for another employee to substitute for him.

13.14 It will be the responsibility of the substitute to contract with the applicant for any paying back at some future date, of time owing to the substitute.

Personal Vehicle Allowance

13.15 Employees using their personal vehicles when required for any Departmental assignment shall be compensated in accordance with City Policy.

Extended Hours of Work – Emergency Mechanical Services Branch

13.16 The Union will agree that the hours of work at EMSB may be extended from 7:00 a.m. to 10:00 p.m. Monday to Friday.

13.17 No existing staff person (meaning existing in Emergency Mechanical Services Branch as at January 19, 2001) will be required to work a scheduled shift beyond **their** current shift without **their** agreement.

13.18 The Union agrees to the establishment of permanent part-time positions at the Junior Maintenance level to perform designated mechanical functions, the functions and rate to be settled by committee established by the parties for that purpose.

13.19 Full-time Emergency Mechanical Services Branch employees will be entitled to the same shift premium on the same basis as other full-time bargaining unit members. In addition, for full-time Emergency Mechanical Services Branch employees only, they will receive the premium for all hours worked on the evening shift.

13.20 Benefits for part-time employees are to be listed and agreed upon through the committee referred to in Section **13.19** above.

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 Sections **13.19** and **13.21** above, with no additional cost to the City over what such holidays cost now.

13.22 Part-time employees will be given preference in order of seniority for full-time positions, subject to having the qualifications and ability to do the job. Seniority will be determined on the basis of hours actually worked by the said part-time employees.

13.23 Part-time employees shall receive prorated benefits for time worked in accordance with the UFFW Collective Agreement but the method of applying prorated benefits will be consistent with the proration factors applied in other City of Winnipeg collective agreements.

Resource Pool - Operations

13.24 Effective January 1, 2006, new employees hired for Operations shall be assigned to the Resource Pool for a period of not less than six (6) months and not more than twelve (12) months.

13.25 Employees in the Resource Pool will not receive a permanent work assignment, but will be called to work as required to fill temporary and short term vacancies. Employees will be notified of assignment as soon as a vacancy is identified, and shall report for work in time for the designated start time for the shift. In cases where notice is less than one (1) hour, the employee is required to report within one (1) hour of receiving the notification.

13.26 Shift start times and duration shall be ten (10) hour days commencing at 08:00, and fourteen (14) hour nights commencing at 18:00. The pattern of shifts shall be random, as dictated by the pattern of short term vacancies.

13.27 Employees shall work a minimum of two (2) shifts and a maximum of six (6) shifts during the work week, which is defined as 08:00 Sunday to 08:00 Sunday, unless choosing to book leave as per Article 19.9. In each work week the employee shall receive a minimum of one (1) rest period of at least twenty-four (24) hours in duration. Employees who have accumulated three hundred and thirty-six (336) hours prior to the end of the eight (8) week cycle shall not normally be required to work again during that cycle. If the employee reports for work again in that cycle, the appropriate overtime rate would apply.

13.28 In cases as described in Subsection **13.26** where the employee does not commence work at the regular start time of the shift, or where an employee is required to work past the end of the regular shift, hours of work for the purpose of regular payroll and continuing overtime shall be based on actual time worked.

ARTICLE 14 – OVERTIME

Definition

14.1 For the purposes of this Article overtime pay shall mean one and one-half times (1.5x) an employee's regular hourly rate of pay for the first four (4) hours of overtime, and double time (2x) thereafter.

Call Back to Work

14.2 In the event that an employee, not assigned to the Resource Pool, is called back to work after leaving the Fire Department premises, **they** shall be paid a minimum of two (2) hours at the overtime rate if the amount of time spent by **them** amounts to less than two (2) hours, and if the time spent exceeds two (2) hours, then **they** shall be paid for all time spent at the said overtime rate. In addition, such employee shall receive pay for one (1) hour of traveling time at the said overtime rate if **they are** not regularly scheduled to work on the day of the call back, or in those cases where the call back period is not contiguous with **their** regularly scheduled shift of duty on that day.

Mileage Allowance on Call Back to Duty

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

Commencing Work Early

14.3 In the event an employee, who is on Fire Department premises, is directed to commence duties before **their** regular starting time, then **they** shall receive pay at the overtime rate for a period of one-half (.5) hour. Where the time on duty is less than one-half (.5) hour or pay at the overtime rate for one (1) hour where the time on duty is more than one-half (.5) hour up to one (1) hour, and so on from hour to hour.

Continuing Overtime

14.4 An employee required to remain on duty at the end of **their** regular shift shall be paid at the overtime rate for all time so spent as follows:

One (1) minute to fifteen (15) minutes	-	Fifteen (15) minutes minimum payment at time and one-half (1.5x)
Sixteen (16) minutes to thirty (30 minutes	-	Thirty (30) minutes minimum payment at time and one-half (1.5x)
Thirty-one (31) minutes to forty-five (45)	-	Forty-five (45) minutes minimum minutes payment at time and one-half (1.5x)
Forty-six (46) minutes to sixty (60) minutes	-	Sixty (60) minutes minimum payment at time and one-half (1.5x)

and so on from hour to hour, or portion thereof.

Acting Rank Overtime

14.5 Employees who are in an acting higher rank and entitled to payment of overtime for any of the reasons above set forth, shall receive their overtime pay based on the wage classification of such acting rank.

When Paid

14.6 Payment of all overtime shall be made on or before the end of the month next following the month in which such overtime was worked.

Accumulation and Usage of Accumulated Overtime

14.7 Employees of the Fire Prevention Branch 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.

Inquests, Court Proceedings, etc.

14.8 Whenever an employee, who is not assigned to the Resource Pool, is off duty other than on Annual Leave and is required to appear and does in fact appear as a witness in any proceedings arising out of the performance of **their** duties, such as, and without restricting the generality of the foregoing, coroner's inquests, fatal accident enquiries, court proceedings, or any Departmental enquiries, **they** shall be paid at the rate of time and one-half (1.5x) for all hours, or any part thereof, during which **they are** so engaged, plus, in addition, one (1) hour of traveling time at the said rate of time and one-half (1.5x), and at the rate of double time (2x), for all time in excess of four (4) hours excluding travelling time, during which **they are** so engaged. Provided, however, that overtime payments shall not be made to an employee whose negligence or misconduct has necessitated the Departmental enquiry, where such negligence or misconduct has been established by such Departmental enquiry.

14.9 Whenever an employee is on annual leave and is required to appear as a witness in any proceedings arising out of the performance of **their** duties, such as, and without restricting the generality of the foregoing, coroner's inquests, fatal accident enquiries, court proceedings, or any Departmental enquiries, **they** shall be paid at the rate of time and one-half (1.5x) the regular hourly rate of pay for a minimum period of eight (8) hours for each day, or portion of a day, during which **they are** so engaged, and, in addition, **they** shall receive one (1) additional day of leave for each day of **their** annual leave that is disrupted, which shall be allocated at the discretion of the Chief. Whenever possible such additional day shall be added at the end of that employee's period of annual leave.

14.10 If the time spent by an employee on such appearance exceeds eight (8) hours, which shall include **their** travelling time, then all time in excess of said eight (8) hours shall be paid at the rate of two times (2x) the regular hourly rate of pay. Provided, that upon request of the employee concerned, compensating time off will be allowed in lieu of the overtime pay referred to above, on the basis of one and one-half (1.5) hours for each hour to the credit of such employee up to eight (8) hours, and two (2) hours for each hour to the credit of such employee in excess of eight (8) hours.

14.11 Further, if such employee is outside the area of the City of Winnipeg when required to appear as above set forth, then **they** shall receive mileage allowance for the use of a motor vehicle calculated on the City of Winnipeg rate (travel within Manitoba rate) for all distance traveled, and return, or the equivalent of economy air fare, whichever is the lesser amount, in order to make such appearance.

14.12 The maximum travelling allowance to any employee for such appearance will be eight (8) hours at time and one-half (1.5x) the regular hourly rate of pay, and one (1) additional day of leave as mentioned above plus the mileage allowance or economy air fare – whichever is applicable. This travelling allowance will apply only to a day preceding the day of any such appearance. In the event an employee returns to **their** point of origin the day following such appearance, then this maximum allowance will also apply to the second travel day. This only applies if the employee is unable to return to **their** point of origin the same day as such appearance.

Overtime Call-In for Fire Fighters

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

Three (3) lists will be maintained for overtime call-in.

a) Fire Fighters
b) Fire Fighters/PCP's
c) Officers

When the operational need is for a Fire Fighter, a Fire Fighter will be called in according to the Fire Fighter rotational list. Where the operational need is for a Fire Fighter/PCP, a Fire Fighter/PCP will be called in according to the Fire Fighter/PCP rotational list. Where the operational need is for an Officer, an Officer will be called in according to the Officer rotational list.

The parties will review and evaluate the impacts of the change, and the fairness of the process, in overtime call-in over the term of the Agreement.

Employees absent on sick leave on the last night of their regularly scheduled tour, will not be eligible for overtime call-in until they have returned to work for their next regularly scheduled shift.

Such employees will maintain their place on the applicable overtime rotation list. Where a sick leave absence resulted in an employee being bypassed for an overtime call-in opportunity, **they** will be first on the overtime rotation list for the next available call-in opportunity. In those instances, once the bypassed employee has been offered the call-in opportunity, **they** will return to their place on the applicable overtime rotation list.

Training Attendance at Straight Time Pay

14.14 The City and the Union agree that, in connection with the Company Officer Development Program or other training programs, eligible personnel may request to attend scheduled training sessions that fall on a scheduled day off, and the employee shall be paid straight time pay for the hours in attendance at training. Such requests are subject to the approval of the Chief or designate.

This training shall be voluntary and not attending training on a day off at straight time rates shall not be a bar to course completion of future courses or promotion other than requirements provided for under the Collective Agreement.

14.15 The Department may schedule management meetings for District and Platoon Chiefs and if an Officer elects to attend on a day off, payment for attendance shall be made at straight time rates unless the Service mandates attendance at the meeting.

Continuing Medical Education Days

14.16 Members who are required to attend Continuing Medical Education (CME's) on their days off will be paid at their applicable straight time rate. The City shall give a minimum of three (3) months advance notice of the CME days schedule.

ARTICLE 15 – TRAINING COURSES

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.

Selection for Internal Training Courses

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.

Temporary Training Officers

15.3 The Employer may establish more than one (1) temporary Training Officer at a time with the consent of the Union.

ARTICLE 16 – SICK PAY AND CASH OUT PROVISIONS

Accumulation

16.1 Subject to Clause (e), effective January 1, 1979, every employee shall be granted sick leave credits at the rate of one and one-quarter (1¼) working days per month to a maximum of fifteen (15) working days per year. For this purpose, sick leave credits shall be calculated on the basis of actual working time and paid leave.

16.2 An employee shall be charged for all sick leave paid to **them** during **their** employment with the Department.

16.3 There shall be no limit to the accumulation of sick leave hours with pay.

16.4 An employee who has exhausted all sick leave available to **them** will not commence further accumulation of sick leave credits until **they have** returned to work and has completed three (3) weeks of work or two (2) tours of duty, whichever is less.

16.5 In any calendar year an employee must work for three (3) weeks or two (2) tours of duty, whichever is less, in order to be entitled to commence accumulating sick leave credits.

16.6 Following any instance of absence from work for a period exceeding one (1) year, accumulation of credits will cease. Upon return to work, accumulation of credits will be prorated in accordance with actual time worked.

Notification of Sickness

16.7 The employee must notify **their** Division as early as possible, (being specific as to **their** condition), but not less than one (1) hour before the regularly scheduled starting time, where such an 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. The employee shall notify **their** Division as early

as possible of return to work, where such a return can be reasonably predicted. The designated Fire Department number to be called is the Sick Line (986-7425/986-SICK).

16.8 The employer may require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury. Moreover, even if the employer does not specifically request medical documentation with respect to a particular absence, the employee must submit such documentation whenever one (1) or more of the following exists:

a) If the absence has resulted from an injury sustained while on duty for which Workers' Compensation is being claimed; or

b) If absence for which Sick Leave is claimed exceeds three (3) consecutive calendar days; or

c) If the Department has reason to question the claim for sick leave and after consultation with and investigation by the Deputy Chief**,** or **their** designate, has required the employee to produce medical documentation; or

d) If the Department has, pursuant to Paragraphs (a), (b) or (c) herein, advised the employee that all future requests for sick leave must be supported by an acceptable medical certificate.

e) Medical documentation shall be submitted in accordance with the existing practice and in a form and manner acceptable to the Fire Department.

f) Failure on the part of the employee to notify the Fire Department of any absence for which sick leave is claimed, in accordance with this Article, or the failure to provide medical documentation in a form and manner acceptable to the Fire Department may result in denial of sick leave in respect of such absence.

g) The City shall ensure that the Union will be notified monthly of all sickness, injuries as well as monthly and yearly (S.E.O.) statistics.

16.9 An employee who is on accumulated sick leave will be permitted to utilize any portion of accumulated annual leave, statutory holidays or lieu tour to extend the period of paid leave after exhausting sick leave and after submitting a letter of request and appropriate medical documentation.

a) If the period of combined sick leave and annual leave, statutory holidays or lieu tour exceeds sixteen (16) calendar days, then the employee will be required to submit certification of back to work approval from the City Physician prior to returning to work. After receiving the authorization to return to work from the treating physician the employee shall contact Department Headquarters to arrange an appointment.

16.10 Medical documentation shall be submitted in accordance with the existing practice and in a form and manner acceptable to the Fire Department**.**

16.11 Failure on the part of the employee to notify the Fire Department of any absence for which sick leave is claimed, in accordance with this Article, or the failure to provide medical documentation in a form and manner acceptable to the Fire Department may result in denial of sick leave in respect of such absence.

Integration of Manitoba Public Insurance Corporation P.I.P.P. Benefits with Sick Leave Benefits

16.12 The City of Winnipeg and the United Fire Fighters of Winnipeg agree that as a result of the introduction of the Personal Injury Protection Plan (hereinafter referred to as "P.I.P.P.") by the Manitoba Public Insurance Corporation, any employee covered by this Agreement who is in receipt of benefits under the P.I.P.P. Program and who chooses to concurrently claim sick leave benefits under the provisions of Article 16 – Sick Pay and Cash Out Provisions must integrate and coordinate those benefits to ensure that the total benefits provided under both Programs do not exceed one hundred percent (100%) of net take home pay. This integration and coordination of benefits shall occur in the following manner:

a) The total value of income top up provided under Article 16 shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time of application for the integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top up in accordance with Article 16-9. An employee who has exhausted all accumulated annual leave, statutory holidays or lieu tour credits shall be entitled to only those benefits provided under P.I.P.P.

b) For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and as a result of their injury be unable to perform the duties of their normal classification and are therefore eligible to receive sick pay benefits.

c) Employees will be required to release all necessary information regarding the benefits received under the P.I.P.P. Program, prior to the coordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick pay top up. Should an employee collect benefits under the P.I.P.P. Program and simultaneously claim for and receive full sick pay benefits, where the value of P.I.P.P. benefits and sick leave benefits exceeds one hundred percent (100%) of net take home pay, the City will be entitled to recover the full value of all sick pay benefits that when coordinated with P.I.P.P. benefits exceeded one hundred percent (100%) of net take home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefits.

d) Employees who choose to integrate P.I.P.P. benefits with paid sick leave shall be entitled to receive all other benefits set out under this Agreement during the period that one hundred percent (100%) of net take home pay is provided under this Agreement, for a maximum period of six (6) months or until approved for disability benefits through the Winnipeg Civic Employee Benefits Program, whichever occurs first.

e) Employees receiving such benefits shall be advised by the City within thirty (30) days of having their P.I.P.P. and sick pay benefits integrated and coordinated, that they may apply for disability benefits through the Employee Benefits Board.

f) Further, the City and UFFW agree to establish a joint work group consisting of no more than two (2) representatives appointed by the City and no more than two (2) representatives appointed by UFFW, responsible for developing processes and calculations that will ensure the proper and accurate calculation and payment of sick pay top up to one hundred percent (100%) of net take home pay. [2016]

Sick Pay

16.13 An employee who retires from the civic service, or dies prior to retirement, shall be entitled, or **their** estate shall be entitled as the case may be, to receive any unused accumulated sick leave time standing to **their** credit at that time in the form of retirement leave with pay or a lump sum payment on the following basis:

a) One hundred percent (100%) of the unused sick leave accrual during **their** last five (5) years of service.

b) In addition twenty-five percent (25%) payment of the unused sick leave accrual standing to **their** credit for service prior to the last five (5) years up to a maximum of six (6) calendar months of payment.

16.14 In the event that a lump sum payment is requested, the rate of pay used to calculate a lump sum payment shall be the greater of:

a) the rate of pay of the member's confirmed rank; or

b) the average rate of pay of the member over the preceding twenty-six (26) pay periods prior to **their** retirement or death.

16.15 Any sick leave credits used by a member shall be debited against the sick leave credits first earned by the member and standing to **their** credit over **their** entire service career.

16.16 It is intended that Articles 16.13(a) and 16.13(b) shall not be considered effective upon the implementation of any new Sick Leave Cashout Plan or alternative as may be agreed upon or arbitrated, between parties.

Sick Leave Cashout

16.17 This issue to be resolved separate from this round of bargaining.

ARTICLE 17 – LEAVE OF ABSENCE

Family Leave

17.1 An employee shall be allowed to utilize a maximum of three (3) days per year of accumulated sick leave credits for the purpose of providing care for **their** spouse or dependent child, parents, parents-in-law, and children for whom the employee serves in loco parentis, who are ill. Management may require proof of illness of the family member.

Compassionate and Bereavement Leave

17.2 "Immediate family" of an employee as used in this Article shall mean and include the following:

17.3 Spouse, child, daughter-in-law, son-in-law, father, mother, brother, sister, spouse's father or mother, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, grandparents, grandchildren and spouse's grandparents.

17.4 The term "immediate family" shall include relationships established as a result of a common law union, provided that the common law relationship is registered with the Department at the time of employment. Otherwise there shall be a one (1) year waiting period to qualify for benefits, upon providing written notification to the Chief of the existence of such a common law relationship. This recognition will not be extended to bereavement leave entitlements of less than three (3) consecutive calendar days.

17.5 If a death occurs on a working day, an employee will be granted that day or part of that day in addition to the three (3) following consecutive calendar days. If the funeral service is delayed due to unforeseen circumstances, then the day of the funeral service will be granted as well.

17.6 Any additional leave will be considered on 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.

17.7 In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted two (2) days leave of absence with no loss of pay and with no time to be repaid to the Department.

17.8 An employee shall be granted one-half (.5) day of leave without loss of salary or wages to attend a funeral as a pallbearer.

17.9 Leaves of absence may be granted for compassionate reasons.

Leave of Absence Without Pay for Union Work

17.10 With the approval of the Chief and the Winnipeg Civic Employee Benefits Program, leave of absence without pay will be granted to a maximum of two (2) employees at any one (1) time to perform work for the benefit of the Union.

Maternity Leave

17.11 The City shall grant Maternity Leave to a Fire Fighter, for a maximum of forty (40) weeks, under one (1) of two (2) Plans (depending upon which criteria **they** meet) upon authorization by the Chief on recommendation of the Occupational Health Physician or the pregnant Fire Fighter's attending physician.

17.12 A pregnant Fire Fighter, immediately upon learning of **their** pregnancy, should advise the Chief and provide the City's Occupational Health Physician with:

a) A certificate from a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of delivery.

b) A medical consent form, in the form required by the Department, completed by the Fire Fighter's attending physician, indicating, in the physician's opinion, how long the Fire Fighter will be capable of performing all **their** normal Fire Department duties.

c) Regular updates, in the form required by the Department, completed by the Fire Fighter's attending physician, indicating, in the physician's opinion, whether the Fire Fighter is able to continue performing all of **their** normal Fire Department duties.

17.13 The United Fire Fighters of Winnipeg and the City of Winnipeg encourage a Fire Fighter to advise the aforementioned authorities of **their** pregnancy so that efforts can be made to find and arrange alternate work prior to **the employee** going on a leave of absence. When, in the opinion of the Fire Fighter's attending physician, or when it is reasonably determined the Fire Fighter is no longer capable of performing all of **their** normal Fire Department duties, the Fire Fighter will be assigned to perform appropriate duties in accordance with the following:

a) The Department will make all reasonable efforts to place the Fire Fighter in an available position within the bargaining unit ("the accommodated position), the duties of which position **they are** physically capable of performing and the Department will pay the Fire Fighter at an hourly rate which, based on the actual number of hours worked for a full week in the accommodated position will result in no reduction to **their** regular biweekly earnings, exclusive of benefits. Further, this pay arrangement will apply regardless of whether the accommodated position has the same rate of pay or a higher or lower rate of pay. The Fire Fighter shall not be entitled to "bump" other employees of the bargaining unit if no appropriate duties are available and, in this regard, placement will be subject to:

b) The understanding that employees of the Winnipeg Fire Department, placed in accordance with the City of Winnipeg Rehabilitation Program will have priority to any and all positions falling within appropriate duties as defined herein.

c) If no appropriate duties are available within the bargaining unit, the employee may be assigned to perform other duties and be compensated at the rate of pay established for those other duties. In the event **their** rate of pay is less than that of a Fire Fighter **they** will be allowed to use accumulated unused holiday credits, lieu tour and statutory holidays to increase **their** pay to one hundred percent (100%) of **their** regular rate of pay until the start of **their** maternity leave.

17.14 The Department is under no obligation to create a job for the Fire Fighter if appropriate duties are not available. Depending on the appropriate duties available, the Fire Fighter may be required to work shifts and hours other than **their** normal work pattern.

17.15 If no appropriate duties are available, the Fire Fighter shall go on immediate leave of absence without pay until such time as appropriate duties become available or **they** commence **their** maternity leave, whichever is earlier.

Plans A and B

17.16 Maternity leave shall be provided under Plan A or Plan B below. An employee may elect maternity leave under either Plan A or Plan B, depending upon which criteria **they** meet.

Plan A

17.17 The City shall grant maternity leave under Plan A to a pregnant Fire Fighter who has completed six (6) continuous months of service with the City.

17.18 Submits to the Chief an application, in writing, for leave under Plan A at least four (4) weeks before the date specified by **the employee** in the application as the date on which **they** intend to commence such leave.

17.19 Maternity leave under Plan A shall be considered as leave of absence without pay.

Plan B

17.20 The City shall grant maternity leave under Plan B to a pregnant Fire Fighter who meets the following criteria:

a) Has completed twelve (12) months of continuous service with the City at the time **they notify** the City of **their** pregnancy.

b) Submits to the Chief an application, in writing, for paid maternity leave under Plan B at least four (4) weeks before the date specified by **them** in the application as the date on which **they** intend to commence such leave.

c) Provides the City with proof that **they have** applied for Employment Insurance benefits and that Human Resource Development Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act, 1997.

d) Must apply for, and must be in receipt of, Employment Insurance benefits before they can receive payments under the Plan.

17.21 An applicant for maternity leave under Plan B must sign an agreement with the City to provide that:

a) **They** will return to work and remain in the employ of the City on a full-time basis for at least six (6) months following **their** return to work.

b) **They** will return to work on the expiration of **their** maternity leave and, where applicable, parental leave, unless the date is modified by the City in accordance with Article 17.22(g).

17.22 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with Plan B as follows:

a) For the first week of Maternity Leave during which the mandated waiting period under the Employment Insurance Plan is observed an employee shall receive ninety-three percent (93%) of **their** weekly rate of pay as a Fire Fighter, taking into account any other earnings received by the employee as a Fire Fighter.

b) For up to a maximum of fifteen (15) additional 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.

c) Employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan.

d) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

e) At least two (2) weeks prior to **their** return to work after Maternity Leave (Plan A or Plan B), the employee shall notify the Chief of the date of **their** intended return and shall supply the City's Occupational Health Physician with a Medical Consent Form, in the form required by the Department, completed by **their** attending physician and subject to confirmation by the City's Occupational Health Physician, attesting to **their** ability to perform all **their** normal Fire Fighter duties. On return from maternity leave, the employee shall be placed in a position comparable to and not less than the same wages as **their** position prior to **their** commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of **their** departure.

f) For the purpose of calculating pension and other benefits of a Fire Fighter to whom leave of absence is granted, in accordance with this Section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

g) The City may, notwithstanding any of the above, vary the length of maternity leave upon proper certification by the attending physician.

h) Nothing in this Section is intended to prevent the Chief from requiring the Fire Fighter to provide a medical certificate at any time from **their** physician that **they are** able to perform normal Fire Fighter duties.

Parental Leave

17.23 The City will grant a leave of absence not to exceed **sixty-three (63)** continuous weeks to any employee who has completed **seven (7)** months of service with the City for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application, in writing, stating the duration of leave requested, to **their** department head for parental leave at least four (4) weeks before the day on which leave is intended to commence, except in the case of an employee intending to take maternity leave, in which case the employee shall submit **their** application for parental leave at the same time as **their** application for maternity leave.

17.24 Parental leave must commence no later than the first anniversary of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiration of the maternity leave without a return to work after expiration of the maternity leave.

17.25 Parental leave shall be considered leave of absence without pay.

17.26 Sick leave credits, annual leave credits, long service pay, statutory holiday and clothing issue will not accrue for any period of time the employee is absent on parental leave.

17.27 During the period of parental leave, the employee may, on request in advance of the leave, pay both **their** portion and the City's portion of fringe benefit costs within the policies and regulations governing said benefits.

17.28 The employee returning to work after parental leave shall provide the City with at least four (4) weeks' notice, in writing, prior to the date of returning to work except in the case of an employee

taking more than seventeen (17) weeks of parental leave, in which case at least twelve (12) weeks' notice, in writing, shall be required.

17.29 On return from parental leave, the employee will be placed in a comparable position at not less than the same wages as **their** position prior to the commencement of parental leave and without loss of seniority.

17.30 An employee on parental leave shall remain eligible for promotion providing the employee is available when required by the Department.

ARTICLE 18 – COMPENSATION

18.1 Any employee employed in a temporary or long term WCR position shall be entitled to their annual leave as scheduled in their position prior to being assigned to the WCR position or as agreed to between the Department and the employee, except where the long term WCR position is in another department and the work is seasonal, the employee's annual leave may have to be scheduled at a mutually agreed upon time.

18.2 Employees covered by this Agreement who are incapacitated due to sickness or accident arising out of their regular employment shall be allowed compensation as follows:

a) During the time such employee is totally incapacitated to the extent of **their** normal net "take home" pay applicable to the rank or acting rank held by such employee at the time of such sickness or injury and as such salary for said rank or acting rank exists from time to time thereafter during the continuance of such incapacity, this shall be accomplished by providing the "Adjusted Gross Salary" of **their** rank less "Normal Deductions" while so absent in accordance with the definitions of "Adjusted Gross Salary" and "Normal Deductions" as set out in Articles 18.2(b) and 18.2(c).

b) Pursuant to Article 18.2(a), "Adjusted Gross Salary" means the basic salary of the confirmed or acting rank that the employee was entitled to receive at the time of **their** injury as set out in Article 11.1 (Appendix 1), less:

i. an amount equal to the difference between the employee's regular deductions for income tax and Canada Pension Plan contributions and the deductions for income tax and Canada Pension Plan contributions applicable to earnings in excess of the benefits provided under Manitoba Workers' Compensation legislation;

ii. any payments received by the employee pursuant to the Canada Pension Plan;

iii. any payments received by the employee pursuant to a Disability Insurance Plan under which the City pays all or part of the premium thereof.

c) Pursuant to Article 18.2(a), "Normal Deductions" means those items which would have been deducted from the basic salary of the employee in the normal course of events had the employee not been injured on duty, notwithstanding deductions for federal and provincial income tax and Canada Pension Plan contributions, which shall be adjusted to reflect the non-taxable status of Workers' Compensation benefits. Without limiting the generality of the foregoing, these items shall include any and all required or authorized deductions for contributions to any City Pension Plan; Unemployment Insurance contributions; Union dues; Group Insurance premiums; Canada Savings Bond deductions;

Credit Union deductions; charity deductions; or any other deductions that might have been payable by the employee from time to time or authorized by the employee from time to time subsequent to the date of injury.

d) In the event that legislation is passed, which makes Workers' Compensation benefits taxable, it is agreed that the provisions of Article 18.2(a) shall no longer be applicable and, in that event, employees covered by this Agreement who are incapacitated due to sickness or accident arising out of their regular employment shall be allowed compensation to the extent to the full salary applicable to the rank or acting rank held by such employee at the time of such sickness or injury and as such salary for said rank or acting rank exists from time to time thereafter during the continuance of such incapacity.

18.3 Where such employee is not totally incapacitated and is employable, and is offered suitable employment within the City, procured for **them** by the City or approved by the Chief, then an amount sufficient to bring **their** earnings up to the normal net take home pay, as defined in Article 18.2(a) applicable to the rank or acting rank held by such employee at the time of **their** sickness or injury and as such salary for said rank or existing rank exists from time to time thereafter during the continuance of **their** disability. Should the employee not accept such offer of suitable employment, all supplementary payments from the City beyond the benefits provided under Manitoba Workers' Compensation Legislation shall cease.

a) Nothing in this Section shall be construed to in any way affect or interfere with any right or benefit accruing to such employee under any provincial or federal statute, and without limiting the generality of the foregoing, this shall include the Workers' Compensation Act of Manitoba except as hereinafter expressed in this Article.

b) Should any dispute arise as to whether any such employee is totally incapacitated or whether the offered employment is suitable and agreement cannot be reached between the parties, then any such questions shall be referred to an independent medical practitioner specializing in the applicable field of related injury, the selection of said practitioner, to be mutually agreed upon between the parties, and the decision of the said practitioner shall be final and binding upon the parties for the purposes of this Section.

18.4 Payments by the City under Articles 18.2 and 18.3 above shall be made only until such time as the said employee is in receipt of a service disability pension under the Winnipeg Civic Employee Benefits Program.

18.5 In the event that such employee is dismissed for just and sufficient cause, payments under this Article shall cease as of the date of such dismissal.

18.6 Before an employee shall be eligible for payment under this Article on account of sickness, such sickness, and the cause thereof, shall be certified by the Medical Health Officer of the City, and in cases of injury such injury is recognized and paid for as a disability by the Workers' Compensation Board of the Province of Manitoba.

18.7 Employees who have been disabled and have been assigned other duties and are receiving the normal net "take home" pay from the City as set forth in Article 18.3 above, and who have been granted disability pensions by the Workers' Compensation Board pursuant to Subsection 40(3) of the Workers' Compensation Act, will have deducted from their salary and retained by the City an amount equal to such disability pension payments.

18.8 On receipt of notice from the Workers' Compensation Board, the Department will notify an employee who has been in receipt of payments under the Worker's Compensation Act of the date such payment ceases.

18.9 The City shall inform the Union of any decision rendered by the Workers' Compensation Board with regard to any claim for compensation involving any member of the Union within one (1) calendar week of receipt by the City of any such decision, and both the City and the Union shall inform the other of any interventions or appeals initiated involving a claim within one (1) calendar week of that action.

18.10 The wording of this Article is agreed between the parties 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 contents of the letter of the City's Solicitor of July 4, 1989 to the solicitor for Local 867.

ARTICLE 19 – ANNUAL VACATIONS AND PUBLIC HOLIDAYS

Definition

19.1 For the purposes of this Article one (1) week of vacation is equivalent to one (1) tour of duty, and an employee's vacation period shall commence on the first scheduled work day of a regular scheduled tour of duty.

Entitlement – Permanent Employees

19.2 Effective as of January 1, 1992 and yearly thereafter, all permanent employees shall be entitled to receive the following annual vacations with full pay each year.

19.3 Three (3) weeks of vacation after one (1) year of continuous service, and yearly thereafter.

19.4 Four (4) weeks of vacation in the calendar year in which **they** complete **their** fifth (5^{th}) year of service, and yearly thereafter.

19.5 Five weeks of vacation in the calendar year in which **they** complete **their** thirteenth (13^{th}) year of service, and yearly thereafter.

19.6 Six (6) weeks of vacation in the calendar year in which **they** complete **their** twenty-first (21^{st}) year of service and yearly thereafter.

19.7 In any calendar year an employee must work for three (3) weeks or two (2) tours of duty, whichever is less, in order to accumulate vacation credits.

19.8 Following any instance of absence from work for a period exceeding one (1) year, accumulation of credits will cease. Upon return to work, accumulation of credits will be prorated in accordance with the actual time worked.

Entitlement Where Service is Less than One (1) Year

19.9 Effective December 24, 1995 employees who are not permanent employees or those who work for less than one (1) full year, prior to January 31^{st}, shall receive annual vacation with pay prorated

in accordance with the number of weeks worked which would provide for three (3) weeks of annual vacation after fifty-two (52) weeks of service. The calculations shall be to the closest full day.

PRORATED SCHEDULE	
Date Entering Service	**Annual Vacation Entitlement**
Feb 1 to Feb 15 of current vacation year	3 Tours
Feb 16 to Mar 15 of current vacation year	2 Tours and 3 Days
Mar 16 to Apr 15 of current vacation year	2 Tours and 2 Days
Apr 16 to May 15 of current vacation year	2 Tours and 1 Day
May 16 to June 15 of current vacation year	2 Tours
June 16 to July 15 of current vacation year	1 Tour and 3 Days
July 16 to Aug 15 of current vacation year	1 Tour and 2 Days
Aug 16 to Sept 15 of current vacation year	1 Tour and 1 Day
Sept 16 to Oct 15 of current vacation year	1 Tour
Oct 16 to Nov 15 of current vacation year	3 Days
Nov 16 to Dec 15 of current vacation year	2 Days
Dec 16 to Jan 15 of current vacation year	1 Day
Jan 15 to Jan 31 of current vacation year	0 Days – 6% Pay

Employees assigned to the Resource Pool may use accrued leave on an as required basis. They shall indicate their intention at the time of notification to report for a shift. Their accrued balance will be reduced by the number of hours of the shift that they were called to work. An employee assigned to the Resource Pool shall also be permitted to book a week(s) of leave in advance by advising the Duty Office. For each week of leave booked, forty-two (42) hours will be deducted from the accrued leave balance.

Vacation Schedules - Operations

19.10 The Vacation Schedule agreed upon by the parties in December, 1974 (a copy of which is attached as Appendix **3** to this Agreement) shall apply for one (1) complete cycle of that Schedule commencing in the Year 1975, and may be renewed by the parties after the completion of such cycle, subject to the understanding that commencing with the Vacation Schedule in 1976 the following provisions will apply.

19.11 Persons covered by this Collective Agreement shall be entitled to change all or part of their annual leave, statutory leave or relief (lieu) tour, but it is understood and agreed that such changes will be limited as follows:

a) Any changes made by a person must be made with another person on the same Platoon.

b) Officer changes will be allowed one (1) rank up and one (1) rank down unless otherwise approved by the Deputy Chief of Operations.

c) A maximum of four (4) changes will be allowed in any calendar year in respect to annual leave, statutory holidays and lieu tour with the exception that persons entitled to five (5) weeks of annual leave will be allowed a maximum of five (5) changes in respect to annual leave, statutory holidays and lieu tour. Exceptions to these restrictions may only be made after representation to and agreement of the Deputy Chief of Operations.

At the discretion of the Chief, new recruits may volunteer to have their vacation, lieu tour and public holiday time off paid out in their first year of service.

Academy of Fire and Emergency Services

19.12 Each employee of the Academy of Fire and Emergency Services will be placed in one (1) of eight (8) Holiday Groups. Each of the Group's annual leave will be divided into two (2) three (3) week groups (see **Appendix 4.**)

19.13 Time off in lieu of statutory holidays occurring during annual leave will be taken at a time mutually agreed to by the Director of the Academy of Fire and Emergency Services and the employee in question.

19.14 Annual leave and accumulated statutory holidays must be taken and used up by January 31st of the year following.

Fire Prevention Branch and Public Education Branch

19.15 Each employee of the Fire Prevention Branch or Public Education Branch will be placed in one (1) of six (6) Holiday Groups. Each of the Group's annual leave will be divided into two (2) three (3) week Groups (see Letter of Understanding No. 10)

19.16 Any Fire Prevention Branch or Public Education Branch employee may take all or a portion of their annual leave during the open winter period providing there is sufficient staff to operate the Branch.

19.17 Annual leave and accumulated statutory holidays must be taken and used up by January 31st of the year following.

19.18 Any Fire Prevention Branch, Public Education Branch or Academy employee may trade all or part of **their** holiday period with another employee, with a maximum of five (5) trades per year.

19.19 Employees of the Fire Prevention Branch, Public Education Branch or Academy of Fire and Emergency Services are allowed to use up to a maximum of ten (10) days of the annual leave, one-half (.5), one (1) or two (2) days at a time providing they have forty (40) hours or less of accumulated overtime and there is sufficient staff to operate the Branch.

Payment in Lieu of Vacation and Holidays

19.20 a) During the employee's last vacation year (Feb 1st to Jan 31st), and upon confirmation by WCEBP of a retirement date, the employee may request to work and receive payments in lieu of taking **their** annual leave, statutory holidays or lieu tour, where applicable, subject to the following conditions:

i. Once such a request has been made, it cannot be revoked by the employee.

ii. Once the request has been received by the Department no further holiday changes shall be accepted.

iii. The maximum value for leave cash out purposes may not exceed the total of one (1) year of accumulation of annual leave, statutory holidays and lieu tour. Upon

receiving the request the Department shall calculate the value of accumulated leave and amounts in excess of that total must be taken as leave.

iv. That leave shall be taken during the originally scheduled leave group time or at a time mutually acceptable to the employee and the Department.

b) All UFFW members will be allowed, once annually, to forego one tour of holidays, stats or lieu tour and be paid by the City the money equivalent of that tour at straight time. The administration of this process will be agreed upon between the City and UFFW.

Public Holidays

19.21 The following days in each year shall be considered public holidays:

1. New Year's Day
2. Louis Riel Day
3. Good Friday
4. Easter Monday
5. The birthday or day fixed by proclamation for the celebration of the birthday of the reigning Sovereign
6. Canada Day
7. August Civic Holiday
8. Labour Day
9. **National Day for Truth and Reconciliation (September 30th)**
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. Boxing Day

and any day proclaimed by the Government of Canada or the Province of Manitoba as a public holiday, and any day appointed by **Their** Worship the Mayor by proclamation as a holiday for the City, and, in addition, any day on which any of the above holidays are observed by the City.

Time Off for Public Holidays

19.22 In each calendar year employees in the Fire Fighting Branch shall be credited with one hundred and twenty (120) hours (equivalent to ten [10] public holidays) relief from duty, and shall be granted time off with pay for that period. Such time off may be taken in conjunction with the employee's annual vacation as hereinbefore set forth. Effective January 1, 1981, payment will be made, to Fire Fighters only, for public holidays in excess of ten (10) days at time and one-half (1.5x) the regular salary rate and for the purpose of this Agreement, New Year's Day, January 1st, will be treated as the eleventh (11th) public holiday, 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.**

Work Performed on Public Holidays

19.23 In the event an employee is required to work and such employee does, in fact, work on any of the above noted public holidays, then such employee shall receive additional compensation at the rate of one-half time (.5x) for all hours worked by **them** on such holiday.

Booking Public Holiday or Annual Vacations (No Disruption of Booked Holidays)

19.24 The parties agree that when an employee books annual leave, public holidays or lieu tour in advance, no change in the circumstances affecting the Department (other than an emergency

affecting the whole of the Department) shall disrupt or interfere with the employee enjoying such booked vacation or holiday.

Sick Time While on Annual Leave or Public Holidays

19.25 An employee, who is on annual leave or statutory leave or lieu tour and is hospitalized or incapacitated and unable to work for three (3) days or more, will be permitted, after submitting a Letter of Request and appropriate medical documentation, to utilize accumulated sick leave.

19.26 If the period of sick time usage exceeds sixteen (16) calendar days then the employee will be required to submit certification of back to work approval from the City Physician.

19.27 Notification to the Department shall be as soon as possible.

19.28 Rescheduling of unused annual leave or statutory holidays and lieu tour will be at a time suitable to the Department.

Proper Remuneration for Annual Vacations

19.29 The City and the Union agree that, to assure that each member of the Union is paid the proper remuneration for their vacation, the following will be the criteria followed.

a) Each member of the Union will be paid **their** vacation pay at **their** confirmed rank at the time of **their** vacation.

b) At the end of the twenty-six (26) pay periods the records will be analyzed to determine the time during the year that the member occupied an acting rank position.

c) From the above noted, a calculation will be made to determine the number of hours of **their** vacation that **they are** entitled to at the acting rank rate and an adjustment will be paid as soon as possible in the following year.

d) In simple terms this will mean that a Fire Fighter who has acted as a Lieutenant for one-half (½) of the year will be paid an adjustment based on the difference between the hourly Fire Fighter rate and the hourly rate of Lieutenant for one-half (.5) the hours of **their** vacation.

Proper Remuneration for Public Holidays

19.30 The City and the Union agree that, to assure that each member of the Union is paid the proper remuneration for their public holidays, the following will be the criteria followed:

a) Each member of the Union will be paid **their** public holiday pay at **their** confirmed rank when **they are** granted time off for public holidays.

b) At the end of the twenty-six (26) pay periods the records will be analyzed to determine the time during the year that the member occupied an acting rank position.

c) From the above noted, a calculation will be made to determine the number of hours of **their** time off for public holidays that **they are** entitled to the acting rank rate and an adjustment will be paid as soon as possible in the following year.

d) In simple terms this will mean that a Fire Fighter who acted as a Lieutenant for one-half (.5) of the year will be paid an adjustment based on the difference between the hourly Fire Fighter rate and the hourly rate of a Lieutenant for one-half (.5) the hours granted for public holidays.

ARTICLE 20 – EMPLOYEE REPRESENTATION

20.1 Council of the City, any duly authorized committee thereof or the Chief Administrative Officer shall receive accredited representatives of the Union to discuss, and endeavour to resolve, matters relating to grievances, wages, general working conditions and the administration of this Agreement. The committee of delegates from the Union shall be not greater than five (5) and not less than two (2) in number, exclusive of the Union's solicitor.

20.2 Notwithstanding Sub-Paragraph 20.1 above, it is agreed that the delegates referred to in that Sub-Paragraph may be accompanied by the Union's Solicitor, and/or representative from one (1) of any affiliated body, provided that the total representation of such committee shall not exceed six (6) at any time.

20.3 All conferences between Council of the City, any duly authorized committee thereof or the Chief Administrative Officer and the accredited representatives of the Union will be held by appointment without loss of time to the accredited representative. In the event employees are called into duty, to replace accredited representatives who are attending such conferences while on "on duty" status, then such employee replacements shall be compensated by the City at the regular rate of pay.

20.4 In addition to the foregoing, members of the Executive Committee of the Union and of the Negotiating Committee who are on duty at the time, will be allowed time off to attend all meetings of these committees and/or general or special meetings of the Union which involve matters of labour relations concerning members of the Union, arbitration board hearings to which the Union is a party, and meetings pertaining to matters relating to disciplinary proceedings or possible disciplinary proceedings against members of the Union, and shall not forego their ordinary remuneration by reason of attending such meeting or meetings. Effective January 1, 1985, such time off shall be limited to an all inclusive total of one thousand and fifty (1,050) hours per year excluding Labour Management meetings as outlined in the Agreement. Time off in excess of one thousand and fifty (1,050) hours will be given at the discretion of the Chief. The Union will reimburse the City for the cost of such time.

20.5 With respect to Day Workers time off, as outlined in this Clause, will be limited to one hundred and fifty (150) hours per year excluding Labour Management meetings, as outlined in the Agreement. Time off in excess of one hundred and fifty (150) hours will be given at the discretion of the Chief. The Union will reimburse the City for the cost of such time.

20.6 The Union will provide substitutes. When the meeting is instituted by City Administration, substitutes will be paid at straight time with a minimum of three (3) hours on the regular payroll as an overtime adjustment. The following are the Committees and Panels for which the City is responsible for paying substitutes for authorized employees:

a) Negotiation Committee
b) Joint Safety Committee
c) Labour Management Committee

d) Special Committees Appointed by Council and or Labour Management
e) Arbitration Hearings
f) Employee Benefits Board
g) Disciplinary Hearings
h) Medical Advisory Committee

20.7 Representation, of one (1) employee and one (1) observer, on the Medical Advisory Committee shall be by annual appointment through the Council Committee process. The Union shall notify the City of the names of their representatives annually and from time to time, for forwarding to Council for its approval.

20.8 When no apparatus is off duty, or would be placed off duty as a result, Union Committee members will be allowed time off to attend meetings called by either party without substitutes being required.

ARTICLE 21 – CHECK OFF AND UNION SECURITY

21.1 The City agrees with the Union that an employee who is a member of the Union, at the time of execution of this Agreement, or becomes a member of the Union during the term of this Agreement, must maintain **their** membership in the Union in good standing during the life of this Agreement as a condition of continued employment.

21.2 The City agrees to deduct the amount of monthly dues and levies, as determined by the Union, from the salaries of all employees covered by this Agreement, such deductions to be made on the first pay period in each and every calendar month during the continuance of this Agreement.

21.3 The City further agrees with the Union that the deductions, as above set forth, shall continue during the life of this Agreement and, after the expiry date thereof, during the entire period that any negotiations, including arbitration, are proceeding with a view to concluding a new or revised Collective Agreement.

21.4 The Union agrees to advise the City of the amount of the monthly dues and levies to be deducted and all amounts so deducted shall be forwarded by the City to the Treasurer of the Union within fifteen (15) days after such dues and levies have been deducted, wherever possible.

ARTICLE 22 – AMALGAMATION OR MERGER

22.1 In view of the Union's desire that its members not be detrimentally affected by any amalgamation or merger of fire services of the City or any other civic, Federal or Provincial Service with the Fire Services, the City will use its best efforts to keep the Union informed of all discussions or negotiations in which the City participates concerning any such amalgamation or merger, insofar as such discussions or negotiations affect the welfare of members of the Union. However, this Article shall not be construed to require the City to disclose any confidential information.

ARTICLE 23 -RESPECTFUL WORKPLACE

23.1 The City and the Union jointly affirm that every employee in the Civic Service shall be entitled to a respectful workplace. The environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour.

23.2 The principal of fair treatment is a fundamental one and both the City and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being or undermine work relationships and productivity.

23.3 In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba Workplace Safety and Health Act.

Definitions

23.4 Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all inclusive, have been designed to accommodate the different types of concerns that may arise.

a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include:

i. rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations;

ii. actions that invade privacy or personal property or unwelcome gestures; and

iii. display or distribution of printed or electronic material that offends.

b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

c) Harassment is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes:

i. verbal abuse;
ii. actions such as touching or pushing;
iii. comments such as jokes and name calling;
iv. displays such as posters and cartoons; or
v. abuses of power such as threats or coercion.

It may be a single incident or continue over time.

d) The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sex, including pregnancy, age, marital status, sexual orientation, source of income, and physical or mental disability.

The parties agree that there shall be no discrimination or harassment as defined by the Manitoba Human Rights Code. The parties further agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Union.

23.5 If the Respectful Workplace Article is not being followed, the process outlined in the Letter of Understanding Re: Respectful Workplace will apply.

ARTICLE 24 - NON DISCIPLINARY EARLY INTERVENTION AND DISCIPLINE

Definitions (applicable to this Article and Article 25)

24.1 a) "Grievance" in this Article shall mean complaint involving any matter relating to the interpretation, application or alleged violation of this collective agreement.

b) "Grievance Hearing" in this Article shall mean an opportunity for the Grievor and/or Union to present their position on the issue and request that Management reconsider earlier decisions.

c) "Problem Solving" in this Article is the process of intervention in the early stages of conflict or mitigating workplace issues prior to the situation escalating beyond the immediate supervisory level for resolution.

d) "Days" in this Article are calendar days.

e) "Senior Officer" shall mean any Chief Officer not covered by a Collective Agreement.

f) "Supervisor" shall mean the individual to whom an employee directly reports.

g) "Chief" shall mean the Chief of the Winnipeg Fire Paramedic Service or designate.

Early Intervention – Non Disciplinary

24.2 a) It is generally accepted that disputes resolved by agreement of the parties are preferred to resolutions imposed by third parties. The resolution of disputes early in the process and by those most immediately affected and responsible is generally preferred because the solution often better reflects workplace realities.

b) The process is designed to:

i. Address and resolve non-disciplinary workplace issues before they require disciplinary intervention;

ii. Identify and address the root causes of an issue;

iii. Achieve solutions that are consistent with the Collective Agreement;

iv. Minimize the time and cost involved in resolving disputes, and

v. Respect the roles and responsibilities of the Union and the City.

c) Supervisors are responsible for managing their workplaces within the scope of responsibilities as identified in their job descriptions, policies, rules and regulations, and guidelines.

d) Supervisors are expected to discuss workplace and performance expectations with an employee and identify to the employee when those expectations have not been satisfactorily met. The employee shall be given an opportunity to provide explanations and identify underlying causes for the conduct. The supervisors may discuss with the

employee any number of options for improvement including but not limited to, offers of assistance, identify education or training needs, and access to other resources that may be of assistance.

e) The Supervisor has access to the "Contact Report" to detail the issues and recommend resolution(s) and shall provide copies to:

i. **Their** supervisor;
ii. The employee, and
iii. The employee's personnel file;
iv. The Union.

f) Contact Reports shall be subject to the following conditions:

i. That they are not a disciplinary document;
ii. They can only be grieved as to their accuracy;
iii. For recordkeeping purposes they shall be treated the same as adverse reports in Article 26.

g) All meetings between representatives of the Union and the Chief, or designate, pursuant to the provisions of this Article, or with respect to any matter involving the meaning, interpretation, application, administration or alleged violation of this Agreement, or any part thereof, shall be held by appointment during working hours without loss of pay to the representatives involved.

Disciplinary Intervention

24.3 Where a Supervisor encounters a disciplinary infraction, **they** will submit a report to the Branch Director or Platoon Chief responsible as soon as possible following the incident. In the event that the Supervisor is a Branch Director or Platoon Chief, then the report shall be submitted to a Senior Officer. If, at the discretion of the Service, a hearing is to be held, it shall be held in accordance with the following process:

a) Within fourteen (14) days of the date of the incident or the date upon which the matter first came to the attention of the Service, the employee and the Union shall be notified in writing of the scheduled hearing.

b) At the hearing chaired by a Senior Officer designated by the Chief, the Chair may call upon the Supervisor(s) involved to present all of the relevant information respecting the matter which gave rise to the disciplinary proceeding.

c) Up to two (2) Union Representatives may be present at the hearing and both the Union and the employee shall have the right to make submissions with respect to the incident in question.

d) The Chair may consult as **they** deem necessary and shall render a written decision within fourteen (14) days of the date of the hearing.

e) The decision may be subject to grievance commencing at Step 3 of the grievance process pursuant to Article 25.04.

Any timelines specified within Article 24 may be varied by mutual consent of the parties.

Documents and Union Representation

a) During the course of a disciplinary investigation, the City shall provide the Union with copies of all relevant documents and information, and particularly all documents it intends to rely upon.

b) Any employee that is the subject of an investigation shall be informed of **their** right to Union representation. The Union shall be notified when a member is under investigation.

ARTICLE 25 -PROBLEM SOLVING, GRIEVANCES AND ARBITRATIONS

Step 1 – Problem Solving

25.1 a) An employee who believes **they have** an issue shall take up the matter with their immediate Supervisor within thirty-two (32) days from the date of the incident or the employee becoming aware of an issue.

b) The employee has the right to have a Union Representative present if the employee so chooses.

c) The immediate Supervisor may consult as **they** deem necessary and shall render a decision within fourteen (14) days of the meeting.

d) Any discussions and/or resolution of the issue at this stage will be "without prejudice" to either party.

e) Any issue that remains unresolved at the problem solving stage may be grieved at Step 2 of this Article.

Grievances

25.2 Prior to filing a grievance, the Union may refer an issue of concern to the Labour Management Committee. If a matter is so referred, all timelines provided for under Step 2 and Step 3 herein shall be suspended until either party advises the other in writing that the Labour Management Committee has exhausted efforts to resolve the issue. All timelines applicable to Steps 2 and 3 will then be in force as of the date of notice.

Step 2 – Grievance to a Senior Officer

25.3 a) If the matter is not resolved through discussion with the immediate supervisor, the Union may file a grievance in writing to the Chief with a copy to the Manager of Human Resources.

b) Within fourteen (14) days of the date of receipt of a grievance, a Senior Officer, designated by the Chief, shall notify the Union and the employee in writing of a scheduled hearing date.

c) Up to two (2) Union Representatives may be present at the hearing and both the Union and the employee shall have the right to make submissions with respect to the grievance in question.

d) The Chair may consult as **they** deem necessary and shall render a written decision within fourteen (14) days of the date of the hearing.

e) If the Union is not satisfied with the decision of the Chair pursuant to a Step 2 hearing, within fourteen (14) days of the date of the decision it may refer the matter to a Step 3 grievance.

Step 3 – Grievance to the Chief

25.4 All policy matters, disciplinary decisions pursuant to Article 24.2 (Discipline) and grievance decisions pursuant to Step 2 hearings shall be referred to the Chief. The hearing shall be in accordance with the following process:

a) Within twenty-one (21) days of receipt of a Step 2 grievance decision or a decision pursuant to Article 24.1 (Discipline) or within twenty-one (21) days of becoming aware of any policy matters that are of concern to the Union, the Union may file a grievance in writing to the Chief.

b) Within fourteen (14) days of the date of receipt of a grievance the Chief or a designate, shall notify the Union and the employee in writing of a scheduled hearing date.

c) Up to two (2) Union Representatives may be present at the hearing and both the Union and the employee shall have the right to make submissions with respect to the matter in question.

d) The Chief or designate may consult as **they** deem necessary and shall render a written decision within fourteen (14) days of the date of the hearing.

e) If the Union is not satisfied with the decision of the Chief or designate, it may refer the matter to arbitration in accordance with Article 25.05 within thirty (30) days of the decision pursuant to a Step 3 Hearing.

Any timelines specified within Article 25 may be varied by mutual consent of the parties.

Arbitrations

25.5 a) Any matter that remains unresolved pursuant to a Step 3 hearing may be referred to arbitration. The parties agree, for the purposes of expediting the final resolution of grievances that they may rely on the following procedures, or on the expedited arbitration provisions of the Labour Relations Act.

The parties may agree to a Single Arbitrator appointed by mutual agreement between the parties, otherwise the party initiating the arbitration shall notify the other party of the name of its Nominees to a Board of Arbitration in accordance with Article 25.07.

List of Arbitrators to be developed by agreement of the parties.

b) It is the intention of the parties that legal counsel will not be used at arbitrations pursuant to this Article. However, either party may utilize legal counsel at arbitration provided the other party is given notice within ten (10) days of the Union informing the City of its intention to proceed to arbitration.

25.6 In the event of any difference between the parties relating to the meaning, interpretation, application or alleged violation of this Agreement, or any part thereof, which the parties are unable to settle to the satisfaction of both, pursuant to the terms of Article 25.04 above, or in the event that a satisfactory settlement cannot be reached between the parties with respect to any grievance in accordance with the terms of said Article 25.04 above, then either party may submit such difference or such grievance to a Board of Arbitration.

25.7 The Board of Arbitration shall consist of three (3) members who shall be appointed in the following manner:

a) the party submitting the matter to arbitration shall nominate its member to the Board within five (5) calendar days of its submission of the matter to arbitration;

b) the other party to the arbitration shall nominate its member to the Board within twenty-one (21) calendar days of the receipt of the name of the first party nominee;

and

c) the two (2) members of the Board so nominated shall, within fourteen (14) days of the nomination of the last of them, select a third member who shall be the Chairman of the Board.

25.8 If either party fails to appoint its member to the Board, as provided above, or if any arbitrator so appointed shall fail to serve, or be unable to serve, and another arbitrator is not appointed in **their** place within the time limits hereinbefore specified, then the other party to the arbitration proceedings may request the Minister of Labour of Manitoba to select such arbitrator.

25.9 If the two (2) arbitrators appointed as herein provided shall fail to agree upon the appointment of a Chairman of the Board within the time limits hereinbefore specified, then either of the said two (2) arbitrators may request the Minister of Labour of Manitoba to select such Chairman.

25.10 The parties may, at any time, agree to extend or abridge the time or times for the taking of any step or proceeding under this Article.

25.11 The Board of Arbitration shall have the power to require the attendance of witnesses and the production of documents upon the request of either party to the proceedings. Provided, however, that the Board of Arbitration shall not have the power to require the parties, or any witness to produce any documents which such party or witness could not be compelled to produce in a court of civil jurisdiction in the Province of Manitoba.

25.12 Any difference or grievance submitted to the Board of Arbitration, pursuant to the provisions of this Article, shall be decided by a majority affirmative vote of the said Arbitrators, provided, however, that if the arbitrators are unable to reach a unanimous or majority decision, then the decision of the Chairman of the Board of Arbitration shall be the decision of the said Board. The decision of the Board of Arbitration made pursuant hereto shall be final and binding on all parties to this Agreement.

25.13 Where the proceedings before the Board of Arbitration relate to the suspension, dismissal or discharge of an employee and the Board of Arbitration determines that such suspension, dismissal or discharge is unjust, or contrary to the terms of this Agreement, the Board of Arbitration shall have the power to require that such employee be immediately reinstated to **their** former position, without loss of seniority or any other benefits whatsoever, and shall have the further power to require that such employee be compensated for all time lost in an amount equal to **their** normal earnings during the period **they were** under such suspension, dismissal or discharge, or such alternative remedy as to the Board of Arbitration deems just and equitable under all the circumstances.

25.14 Where an employee has been subjected to any penalty by the City for any alleged act or omission and the Board of Arbitration decides that some penalty is justified, but that the penalty imposed by the City is too severe, the Board of Arbitration shall have the power to rescind or vary any such penalty.

25.15 The expenses and compensation of the arbitrators selected by the parties shall be borne by the respective parties, and the expenses and compensation of the Chairman of the Board of Arbitration shall be borne equally between the parties.

ARTICLE 26 – ADVERSE REPORTS

26.1 When an adverse report is submitted by an Officer the employee affected by such report shall be informed of its nature and its disposition; and in the case of a major offense, the employee affected, the Officer laying the charge and two (2) representatives of the Union shall be present at any hearing by the Chief.

26.2 Any unfavourable report concerning an employee or any report concerning an infraction made prior to the seventh (7^{th}) day of January, 1974 shall be withdrawn from the employee's personal file.

26.3 Commencing January 1, 1982 any such adverse reports, as set forth above, shall be removed from an employee's file provided that three (3) years have passed since the event giving rise to such report and that there has been no related occurrence of the circumstances giving rise to such report.

26.4 Upon written request, and/or written consent from an employee, **they** and/or **their** Union Representative shall have access, within a reasonable time after the request, to the official personal file of the employee in the presence of an authorized representative of the City.

ARTICLE 27 – WELLNESS AND FITNESS

27.1 The parties recognize the importance of employees maintaining a healthy lifestyle that includes, in part, maintaining and keeping current adequate exercise equipment. 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 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 agreement fail to be reached 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.

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 access, the City will on a pro-rated basis, spend the money that is thereby saved on the provision of athletic equipment into 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.

ARTICLE 28 – LIVING CONDITIONS

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 29 – STAFFING

29.1 Effective March 1, 1980, without diminishing the allocation of personnel to other areas of the Fire Service, the City will increase its Fire Fighter force to provide at all times:

a) a minimum crew for Pumpers; three (3) Fire Fighters and one (1) Officer; and

b) a minimum crew for Rescue Companies; three (3) Fire Fighters and one (1) Officer; and

c) a minimum crew for Aerial Ladders; one (1) Fire Fighter and one (1) Officer; and

d) a minimum crew for Incident Command Vehicles; one (1) Fire Fighter and one (1) Chief Officer.

ARTICLE 30 – CIVIL LIABILITY

30.1 If an action or proceeding is brought against any member of the Union for an alleged tort committed by **them** in the performance of **their** duties, then:

a) The member, upon being served with any legal process or upon receipt of any notification of any action or proceeding as hereinbefore referred to being commenced against **them**, shall advise the City through the Chief of any such notification or legal process;

b) the City shall pay any damages or costs awarded against such member in any such action or proceeding; and/or

c) The City shall pay any sum required to be paid by such member in connection with the settlement of any claim made against such member if such settlement is approved by the City before the same is finalized;

d) Upon the approval of the Department, which approval is not to be unreasonably withheld, the member may retain counsel of **their** choice to represent **them** in any action or proceeding. Where the Department approves the retaining of counsel by the member, the City will pay only such legal fees as approved by the City Solicitor; provided such actions do not constitute a gross disregard or neglect of **their** duty as a Fire Fighter.

30.2 This Section shall not be construed to mean that the City shall pay any costs, expenses or fees for such member incurred during, or as a result of, the City's internal disciplinary proceedings against such members.

ARTICLE 31 – CRIMINAL LIABILITY

31.1 Where a member is charged with a criminal offense including a Highway Traffic charge in the performance of **their** duties, the member shall have the right to select legal counsel of **their** own choice to defend any such charge.

31.2 The member shall inform the City, through the Chief, of **their** being charged with a criminal offense or Highway Traffic charge. Providing such criminal offense or Highway Traffic charge does not arise from an act or acts which constitute a gross disregard or neglect of **their** duty as a Fire Fighter, the City, on the approval of the Department, shall pay all legal fees as approved by the City Solicitor.

ARTICLE 32 - CONFIDENTIALITY

32.1 The parties hereby agree and undertake that neither they nor any of their bargaining representatives, employees or agents, will disclose any information, documents, statements or any other matters or things which take place or occur during the course of collective bargaining pursuant to the provisions of this Agreement, to any other person, until such time as the parties have either reached agreement on all of the matters in dispute between them or until such time as the collective bargaining procedures have broken off between the said parties.

32.2 The above is subject to the provision that, by mutual agreement of the aforesaid bargaining representatives, the parties may disclose, by means of a joint communiqué, such information, documents, statements, or any other matters or things which have taken place or occurred in the course of collective bargaining, as are mutually agreed upon.

32.3 The Association is not precluded from having discussions with other Associations representing City employees during the course of collective bargaining.

ARTICLE 33 – NON-FIRE FIGHTING DUTIES

33.1 It is understood and agreed by the parties that Article 33.1 be amended as follows:

No Fire Fighters, other than qualified EMSB staff, shall be required to perform "Major Renovations" to the Fire Stations and Branches. For the purpose of this Article "Major Renovations" shall be defined as structural, covered by a permit or requiring unusual expertise or

skill. This Article does not preclude Fire Fighting staff from performing duties or undertaking activities or processes that are deemed to be of maintenance in nature. Maintenance will be defined as such things as cleaning, sweeping and minor painting and repairs.

33.2 Excepting in the case where, under the law, an individual can be required to act by a police authority, no Fire Fighter will be expected or ordered to take part in any action to control crowds or groups of individuals.

ARTICLE 34 – LAY OFF AND RECALL

34.1 In the case of impending layoffs, the City will provide the Union and those members affected with one (1) months' notice, in writing.

34.2 Layoffs shall occur in reverse order of seniority.

34.3 Recall shall be by order of seniority provided that the member is physically qualified. Any employee who has been laid off and fails to report to work when notified shall lose **their** seniority rights unless such failure to report is due to sickness, compassionate or other grounds considered justifiable by the Chief. Such recall shall provide for two (2) weeks' notice to report back to work.

34.4 For the purposes of this Article, seniority shall be determined in accordance with Article 10.

34.5 No new members will be hired while other members are on lay off except for reasons of a special skill or the unavailability of members as provided in Article 34.3 above.

ARTICLE 35 – DENTAL PLAN

35.1 It is hereby agreed by the City of Winnipeg and the United Fire Fighters of Winnipeg that commencing January 1, 1981, the City shall pay one hundred percent (100%) of the premium cost of a Dental Plan, the terms of which will be supplied by the City to the Union. Pursuant to the terms of the Dental Plan, coverage will be provided to the City's employees, including members of the Union, as defined by the Collective Agreement, and eligible dependents of such members.

35.2 Subject to the benefits available, pursuant to the foregoing, the basis for payment for eligible services provided shall be:

The basis for payment for eligible services provided shall be the current Manitoba Dental Fee Schedule.

Extended Benefits After Death of a Fire Fighter

35.3 The City will undertake to review and consider the practicality and affordability of providing Dental benefits to the families of deceased employees for a period of six (6) months after death and will formulate a corporate policy on this issue by the end of this Agreement.

ARTICLE 36 – VISION CARE

36.1 It is hereby agreed by the City of Winnipeg and the United Fire Fighters of Winnipeg that, commencing March 1, 1989, the City shall pay one hundred percent (100%) of the premium cost of a Vision Care Plan, the terms of which will be supplied by the City to the Union. Pursuant to

the terms of the Vision Care Plan, coverage will be provided to the City's employees, including members of the Union as defined by the Collective Agreement, and eligible dependents of such members.

36.2 Effective February 26, 2014, maximum benefits payable under this plan shall be three hundred and fifty dollar ($350.00) per eligible person in a twenty-four (24) month period and eighty dollars ($80) per eligible person for the cost of eye examinations in a twenty-four (24) month period.

Extended Benefits After Death of a Fire Fighter

36.3 The City will undertake to review and consider the practicality and affordability of providing Vision Care benefits to the families of deceased employees for a period of six (6) months after death and will formulate a corporate policy on this issue by the end of this Agreement.

Ambulance and Semi-Private Hospital Coverage

36.4 Effective May 1, 2005, the City of Winnipeg shall provide standard 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 37 – TRANSFERS

37.1 The City will make all reasonable efforts to provide employees with regular transfers every three (3) to five (5) years taking into account, where possible, the history and work experience of the employees involved in such transfers.

ARTICLE 38 – UNION/MANAGEMENT COMMITTEE

38.1 The parties agree that there shall be a joint Union/Management Committee established for facilitating discussions concerning matters of mutual concern. Both parties agree that all discussions will remain confidential to the Executive of the UFFW, Fire Department Senior Administration, Corporate Support Services Department and appropriate legal counsel. The Committee shall consist of three (3) representatives from Local 867, three (3) representatives from Management and additional representatives as required by either group. The Committee shall meet no more than nine (9) times per year unless some urgent matter shall arise. At least three (3) days prior to the meeting, each party shall deliver, to the Manager of Human Resources, Fire Paramedic Services Department, and to each other, a notice of the matters to be discussed. The matters to be discussed at said meetings may include such topics as wellness, mental and physical fitness, new department policies, education, renovations to existing fire **stations** or design and building of new fire **stations**, etc. and the matters referred to shall form the agenda of the meeting.

ARTICLE 39 – RELIEF (LIEU) TOUR

39.1 Relief from one (1) tour of duty per Collective Agreement year (hereinafter referred to in this Article as the "relief tour") will be granted to each member of the Operations Branch of the Fire Department in lieu of the one (1) hour additional payment required to be made by the City to comply with the provisions of the Employment Standards Act of the Province of Manitoba, in relation to the matter of overtime and its application to the forty-two (42) hour average work week presently worked by members of the said Branch.

39.2 Members of the Operations Branch (hereinafter called "the members") who:

a) enter the service of the Branch at any time following the commencement of the Collective Agreement year; or,

b) resign, retire or die before serving the Branch for the full Collective Agreement year,

shall receive a relief tour prorated in accordance with the number of biweekly pay periods worked by such member in the Collective Agreement year.

39.3 In this context, if a member referred to in Articles 39.2(a) or 39.2(b) above has worked a part of a biweekly pay period then, for the purposes of the calculation of **their** prorated entitlement, the member:

a) shall receive credit for a full biweekly pay period if the portion thereof worked is equal to, or exceeds, one-half (.5) of such biweekly pay period; or

b) shall not receive any credit for the portion of the biweekly pay period worked if it is less than one-half (.5) of such biweekly pay period.

39.4 The granting of relief tours shall be implemented and be effective from January 1, 1979 for the Collective Agreement year of 1979, and thereafter until replaced or terminated as provided in Article 2.3 of the Collective Agreement.

39.5 Notwithstanding the provisions of the Employment Standards Act, the Union agrees not to seek retroactive payment of the said one (1) hour additional payment referred to above for the years 1977 and 1978.

39.6 It is hereby agreed, by both parties, that a joint application will be made to the Manitoba Labour Board for exemption from those provisions of the Employment Standards Act necessary to permit the continuation of the present work schedule of the Operations Branch and in order that neither of the parties hereto, nor the said work schedule, can be found to be in contravention of any of the provisions of said Act.

39.7 A "tour of duty", as referred to above, shall be defined as consisting of forty-eight (48) hours as follows:

First Shift	-	0800 hours to 1800 hours
Second Shift	-	0800 hours to 1800 hours
		Twenty-four (24) hours relief from duty
Third Shift	-	1800 hours to 0800 hours
Fourth Shift	-	1800 hours to 0800 hours

ARTICLE 40 – FEDERAL ELECTION AND PROVINCIAL ACTS REQUIREMENTS

40.1 The Federal Election Act requires that an employer allow employees four (4) consecutive hours in which to exercise their voting privileges. The Provincial Legislation requires that an employer allow employees three (3) consecutive hours in which to exercise their voting privileges. In order to comply with the legislation, the City of Winnipeg and the United Fire Fighters of Winnipeg, Local 867 of IAFF, agree that the Chief, or **their** designate, can, by notice, require Fire Fighters to commence their shift one (1) or two (2) hours earlier in order to meet this requirement and to

compensate those so affected at time and one-half (1.5x) rate for the one (1) or two (2) additional hour(s).

ARTICLE 41 – CHANGES OF DAY, TOURS, HOLIDAY ENTITLEMENT

Changes of Day

41.1 All changes of day shall be between employees of the same rank.

41.2 Employees will not be allowed to act in a higher rank while working a full shift other than their normal shift.

41.3 In the event that an employee is due for a promotion, transferring to another Branch, about to retire, about to resign, or about to undergo a change from **their** current status, it is incumbent upon said employee to clear any time owing by **them**.

41.4 It will be the responsibility of the substitute to contract with the applicant for any paying back at some future date, of the time owing to the substitute.

Neither the Union nor the Administration is responsible for the payback of time between two (2) individuals who have contracted between them for a change of day(s).

41.5 Applications for change of day (F14) will not be processed sooner than twenty (20) calendar days prior to the date of the proposed change.

41.6 A change of day may be cancelled through mutual consent of the two (2) contracting parties.

41.7 If a substitute becomes ill or incapacitated due to a compensable injury, and is unavailable for work, it is incumbent on **them** to notify the Station **they were** to report to and the sick line. The absence will be charged to the appropriate account.

Changes of Tours

41.8 In addition to the foregoing, an employee shall be entitled to group changes of day(s) such that **they** may assemble a period of relief from duty which is equivalent to one (1) or two (2) tours of duty. (Tour of duty defined in Article 1.6 of the Collective Agreement).

41.9 Such changes shall be limited to:

a) Four (4) single tours of relief from duty, taken at different times in the calendar year; and

b) Two (2) – two (2) tour period of relief from duty in the calendar year.

41.10 With regard to these periods of relief from duty, any one of them may be combined with any one of an employee's annual leave, statutory leave or lieu tour.

41.11 If an employee chooses to combine portions of **their** scheduled leave into a larger block, only one (1) single tour or one (1) "two (2) tour" period may be added thereto.

41.12 The Union and the Administration of the Department undertake herewith that any changes applied for between employees of the Department should be given fair consideration.

Changes of Annual Holiday Entitlement

41.13 Changes to any part or all of an employee's annual leave, statutory leave or lieu tour shall continue as per Articles 19.10 and 19.11 of the Collective Agreement.

41.14 An employee may make application to have **their** annual leave moved to sometime other than the period shown on the regular leave schedule. Any employee who wishes to make application which will encroach on another annual leave or statutory leave period will make such application and representation in person to the Deputy Chief of Operations, who will have the final authority to allow or disallow such applications.

41.15 The Union and the Administration of the Department undertake herewith that any changes applied for between employees of the Department should be given fair consideration.

ARTICLE 42 – STAFF DEVELOPMENT

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

42.2 Each Fire **Station** and **Branch shall have access to the Learning Management System (L.M.S.).**

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 L.M.S.**

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

ARTICLE 43 – PUBLICATION OF INFORMATION

43.1 The Fire Department shall publish a complete list of personnel, known as the Station Roster, in all Fire Stations, Branches, quarterly. The Station Roster shall include names, regimental numbers, rank, certification levels and specialty training. The Fire Department shall also provide the information to Local 867 quarterly including the address and phone numbers of all employees.

ARTICLE 44 – PHOTO IDENTIFICATION CARDS

44.1 The City of Winnipeg agrees to provide photo identification cards to every employee of the UFFW, Local 867 of IAFF initially and every five (5) years or upon promotion to Chief Officer. The photos will be taken on duty, where possible, and off duty appearance will be on a voluntary basis.

44.2 When a card is lost, for other than work related reasons, the card will be replaced subject to a replacement cost. Damaged cards, which are unserviceable, will be replaced upon presentation of the damaged card.

ARTICLE 45 – DISABILITY BENEFITS

45.1 An employee who has exhausted all disability benefits as per the Winnipeg Civic Employee Benefits Program and who is not capable of returning to **their** pre-disability position or other employment within the City of Winnipeg and who has not been placed in an alternate position with the City, despite all reasonable efforts to accommodate **them**, shall be terminated from the employ of the City.

45.2 Only those who have worked for less than one (1) year (eligible for one [1] year of benefits) or less than five (5) years (eligible for five [5] years of benefits) might be affected.

ARTICLE 46 – BULLETIN BOARDS

46.1 Bulletin Boards shall be maintained in the Stations and Branches for the following purposes:

a) A Safety Board shall be supplied, identified and maintained by the Department for safety information only. Two (2) hole ring binders are to be mounted to hang safety notices and memos.

b) A Union Notice Board shall be supplied, identified and maintained by the Union for Union information only. The Union shall be allowed to post the following items:

i. Information notices regarding meetings, Executive and Committee lists, etc.

ii. Information on grievances filed with the administration of the Department, stating only the article in the Collective Agreement or the Manitoba Labour Code, the specifics of the grievance and the outcome.

iii. Union election material.

iv. Political information. The political information shall be of a general nature and not endorse a particular candidate or political party.

v. Retirement notices, sports notices, Burn Fund notices, Historical Society notices, other Fire Department club notices, etc.

c) The Department shall supply and maintain a bulletin board for Fire Department related material.

46.2 The content of any notices, or other material posted on bulletin boards, shall meet the requirements of Article 23 – Respectful Workplace.

46.3 Material other than Fire Department material, unless otherwise mentioned in this Article, shall require Department Administration approval before posting.

ARTICLE 47 – PENSIONS, GROUP INSURANCE AND DEPENDENT'S BENEFITS

Group Life Insurance Plan (Members of the Civic Employees' Pension Plan)

47.1 The Group Life Insurance Plan is administered by the Employee Benefits Board. For questions or specific information call Employee Benefits at **204-986-2516**. The following summary explains

the main features of the Group Life Insurance Plan. It should be used as a guide only. The Group Insurance Plan By-Law 5644/91 must be consulted for the purpose of interpreting or applying the provisions of the Program.

Commencement of Insurance

47.2 On the first day of the pay period after **they** become a member of the Plan.

Amount of Insurance

47.3 The amount of insurance on the life of each employee participating in the Plan is equal to one (1), two (2), three (3) or four (4) times **their** yearly earnings rate.

47.4 For this purpose each employee's yearly earnings rate shall be determined by using the following procedure:

a) If a member is employed in a permanent or temporary position working on a full- time basis, the member's average earnings for the thirteen (13) pay periods immediately prior to the date as at which the calculation is being made. If the member did not receive earnings in each of these thirteen (13) pay periods, the member's earnings for the period covered by these pay periods shall be divided by the number of pay periods for which the member received earnings; or

b) If a member is employed in a casual, part-time or seasonal position, the member's earnings for the twenty-six (26) pay periods immediately prior to the date as at which the calculation is being made, divided by twenty-six (26).

Each employee will be insured for an amount of insurance equal to two times (2x) **their** yearly earnings rate unless **they** indicated that **they** want the amount of insurance to be equal to one times (1x) the yearly earnings rate. Each employee may apply to increase **their** amount of insurance equal to three (3) or four (4) times **their** yearly earnings rate.

Termination of Insurance

47.5 Each employee's insurance terminates on the last day of the pay period in which **they** terminate service unless **they are** receiving pension from the Civic Employees' Pension Plan. If **they are** receiving a pension **they** can continue to be insured. The Plan provides for a Group Term Conversion privilege. Please contact the Board for information.

Amount of Insurance After Pension Commences

47.6 Prior to Age Sixty-Five (65)

If **they are** not receiving a disability pension but **have** retired, fifty percent (50%) of the amount of the insurance in effect on **their** life immediately prior to retirement (but only with respect to one times [1x] or two times [2x] yearly earnings).

47.7 After Age Sixty-Five (65) and Prior to Age Seventy (70)

Twenty-five percent (25%) of the amount of insurance in effect on **their** life immediately prior to retirement (but only with respect to one times [1x] or two times [2x] yearly earnings).

47.8 After Age Seventy (70)

Fifteen percent (15%) of the amount of insurance in effect on **their** life immediately prior to retirement (but only with respect to one times [1x] or two times [2x] yearly earnings).

Death Benefit

47.9 The amount of insurance is paid to **their** designated beneficiary or estate in a lump sum.

Disability

47.10 While receiving a disability pension from this Plan, disability income from a group insurance policy issued to the City or in receipt of periodic payments from Workers' Compensation, provided a member has not yet attained age sixty-five (65) and has paid all contributions which have become due, the amount of insurance will be determined in accordance with Article 47.3 and 47.4 above.

Who Pays for the Cost of My Insurance?

47.11 You and the City share the cost.

47.12 While you are employed by the City, you will contribute:

a) Point one two five percent (.125%) of your biweekly earnings, if you elect to be insured for one times (1x) your yearly earnings rate.

b) Point two five percent (.25%) of your biweekly earnings, if you elect to be insured for two times (2x) your yearly earnings rate.

c) The entire cost of the additional optional insurance equal to one times (1x) or two times (2x) your yearly earnings rate, if you choose to be insured for three times (3x) or four times (4x) your yearly earnings. The cost of additional insurance is:

BIWEEKLY PREMIUM AS OF PERCENTAGE OF EARNINGS				
Additional 1x Annual Earnings For a Total of 3			Additional 2x Annual Earnings For a Total of 4	
Age of Employee	**Smoker**	**Non-Smoker**	**Smoker**	**Non-Smoker**
Under 30	.06%	.05%	.12%	.10%
30 to 34	.09%	.06%	.18%	.12%
35 to 39	.14%	.08%	.28%	.16%
40 to 44	.24%	.12%	.48%	.24%
45 to 49	.45%	.20%	.90%	.40%
50 to 54	.85%	.33%	1.70%	.66%
55 to 59	1.46%	.54%	2.92%	1.08%
60 to 64	2.25%	.86%	4.50%	1.72%
65 to 69	3.67%	1.55%	7.34%	3.10%

PENSION PLAN (Members of the Civic Employees' Pension Plan)

47.13 Pension Plan

1. The parties agree to participate in the Winnipeg Civic Employee Benefits Program (the "Program") and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees' Pension Plan, the Winnipeg Civic Disability Plan and the Winnipeg Civic Employees Early Retirement Arrangement;

2. Any disputes with respect to member benefits under the Program shall not be subject of the grievance and arbitration procedure under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

ARTICLE 48 – PRINTING OF AGREEMENT

48.1 Within three (3) months of the signing of the Memorandum of Agreement or Arbitrated Agreement, a printed contract will be made available to the members of the UFFW.

ARTICLE 49 – LABOUR MANAGEMENT

49.1 Meetings will be held every third (3rd) Wednesday of the stipulated months. Any cancellation of this date will be followed by an alternative date agreed upon by the City and Union.

ARTICLE 50 – SECONDMENT

50.1 The Union will be notified of any secondment of a member of the Local.

ARTICLE 51 – INTERNET/INTRANET

51.1 The City shall pay all costs associated with supplying and maintaining basic television cable and Internet/Intranet connection and service to each Fire **Station** and Branch.

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

52.1 At its discretion, the City will determine the number of Fire Fighters designated as Fire Fighter-PCP's.

52.2 Fire Fighters-PCP's will be required as a condition of employment, to maintain a Technician Paramedic license (also known as Primary Care Paramedic) pursuant to the Land Emergency Medical Response System Regulation, or any future license or qualification required by legislation relatively equivalent, and to practice up to the scope of **their** PCP license.

Members who hold any of the above licenses as a condition of employment are required to maintain their license through the Alternate Route to Maintenance of Licensure (ARML), or any successor licensure program as directed by the appropriate authority/legislation.

52.3 At its discretion, the City may recruit Fire Fighters as either Fire Fighter or Fire Fighter- PCP. The City may also designate a Fire Fighter in the employ of the City who is qualified as Fire Fighter-PCP.

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 nine (9) months in advance of **their** intended date to discontinue **their** PCP status.

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

For the purposes 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, 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.

52.5 At any point, and for any reason, a member is not qualified and/or not required to provide care consistent with the PCP license (scope of practice) as a Fire Fighter – PCP, the member is not eligible for the PCP premium.

52.6 Members who are PCP's will not be assigned to work on an ambulance; however employees may be required to spend time on an ambulance for continuation of patient care, precepting or upgrading for licensure requirements. Members may be required to be assigned to and work on an ambulance in the event of a disaster or in exceptional emergency situations.

52.7 In the event the City is directed by another government, or it is required by legislation that Fire Fighters employed by the City must have Emergency Medical Response (EMR) or other emergency medical services qualification, the Union will work with the City to achieve compliance.

52.8 In the event that professional self-regulation for Paramedics is introduced during the term of this or any future Agreements, any and all required fees associated with such professional self-regulation will be paid by the City of Winnipeg to those members required to maintain their PCP status as a condition of employment as well as to those who elect to maintain their PCP status beyond the required time period as specified in Article 52.4.

ARTICLE 53 – IDENTIFIERS

53.1 The City shall take such steps as are necessary to rename the Fire Suppression (UFFW) Branch of the Fire Paramedic Service (FPS) the "Winnipeg Fire Department". The City will make such changes as are necessary so that the previously existing Winnipeg Fire Department crest, attached hereto and marked as Schedule "A" shall replace the WFPS crest on all Fire Apparatus, Uniforms, Hat Badges and all other identifiers issued to or worn by members of UFFW. To the extent that changes are necessary to the language of the existing Collective Agreement, including definitional changes, those will be agreed upon between the parties. Nothing in the Minutes of Settlement (meaning the Minutes of Settlement dated April 27, 2007) limits the authority of City Council to establish and maintain the administrative structure for the City.

ARTICLE 54 – MANDATORY REASSIGNMENT

54.1 Members working in Suppression at age sixty-five (65) will be reassigned in accordance with the principles and standards of Administrative Standard – Reasonable Accommodation as may be amended from time to time.

In such instances, the reassigned member will be paid the rate of pay commensurate with the position to which they are assigned.

IN WITNESS WHEREOF the parties have executed this Agreement in the City of Winnipeg, the Province of Manitoba this 14th day of July, 2022

THE CITY OF WINNIPEG

Mayor

City Clerk

Certified as to Contract Details:

Chief Administrative Officer

Reviewed as to Business Terms:

Senior Manager, Labour Relations and Negotiation Services

Legally Reviewed and Certified as to Form:

City Solicitor/Director, Legal Services

FOR UNITED FIRE FIGHTERS OF WINNIPEG, LOCAL 867 OF IAFF

Tom Bilous, President

Rob Labossiere, Secretary

APPENDIX 1

General Wage Increases

2021 - 2023

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

Effective January 2, 2022

1. **Increase PCP Premium to five percent (5%) rank differential (from three percent [3%] rank differential) after nine (9) years of service in bargaining unit serving as Fire Fighter PCP.**

2. **Extend PCP Premium to eligible Academy Officers.**

3. **Increase Platoon Safety Officer Rank Differential from one hundred and thirty-five percent (135%) to one hundred and thirty-seven percent (137%).**

4. **Eliminate Safety Manager position and replace with Director of Safety and Health, rank differential to be Step 1 – one hundred and forty-three percent (143%), Step 2 – one hundred and forty-seven percent (147%) and Step 3 – one hundred and fifty percent (150%).**

5. **Increase OST Coordinator premium to four percent (4%) rank differential, from two percent (2%).**

6. **Wildland Trainer to receive OST premium of two percent (2 %).**

7. **Rename Sewing Room Technician (70262) to PPE Repair and Maintenance Technician (Eighty [80] Hours Biweekly).**

8. **Effective January 2, 2022 - Rename Supervisor of Emergency (73413) to Director of Safety and Health.**

9. **Add new position – PPE Repair and Maintenance Technician (70265) (eighty-four [84] hours biweekly).**

10. **Add new position – PPE Repair and Maintenance Lead Hand (70302) (eighty [80] hours biweekly).**

2021-2023 UFFW SALARY SCHEDULE - TWO DIGIT

RANK	STEP	RANK DIFF	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE DEC 31/21 2.00%			EFFECTIVE JAN 2/22			EFFECTIVE DEC 31/22 1.90%			EFFECTIVE DEC 31/23 2.00%		
						HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL
FIRE FIGHTER			071565	100	84												
Entry Level - First 3 Months	1	60%				$27.44	$2,305.17	$59,934.43				$27.96	$2,348.97	$61,073.18	$28.52	$2,395.95	$62,294.64
2nd Step - After 3 Months	2	65%				$29.73	$2,497.27	$64,928.96				$30.29	$2,544.72	$66,162.61	$30.90	$2,595.61	$67,485.86
3rd Step - After 1.25 Yrs	3	72%				$32.93	$2,766.20	$71,921.31				$33.56	$2,818.76	$73,287.81	$34.23	$2,875.14	$74,753.57
4th Step - After 2.25 Yrs	4	80%				$36.59	$3,073.56	$79,912.57				$37.29	$3,131.96	$81,430.91	$38.03	$3,194.60	$83,059.52
5th Step - After 3.25 Yrs	5	85%				$38.88	$3,265.66	$84,907.10				$39.62	$3,327.71	$86,520.34	$40.41	$3,394.26	$88,250.74
6th Step - After 4.25 Yrs	6	92%				$42.08	$3,534.59	$91,899.45				$42.88	$3,601.75	$93,645.54	$43.74	$3,673.79	$95,518.45
Fire Fighter First Class - After 5 Yrs	7	100%				$45.74	$3,841.95	$99,890.71				$46.61	$3,914.95	$101,788.63	$47.54	$3,993.25	$103,824.40
FIRE FIGHTER SENIOR			071615	101	84												
After 10 Yrs' service	1	105%				$48.02	$4,034.05	$104,885.24				$48.94	$4,110.69	$106,878.06	$49.92	$4,192.91	$109,015.62
FIRE FIGHTER SENIOR II			071715	102	84												
After 15 Yrs' service	1	108%				$49.40	$4,149.31	$107,881.96				$50.34	$4,228.14	$109,931.72	$51.34	$4,312.71	$112,130.36
LIEUTENANT			072115	103	84												
	1	117%				$53.51	$4,495.08	$116,872.13				$54.53	$4,580.49	$119,092.70	$55.62	$4,672.10	$121,474.55
CAPTAIN			070315	104	84												
	1	127%				$58.09	$4,879.28	$126,861.20				$59.19	$4,971.98	$129,271.56	$60.37	$5,071.42	$131,856.99
TRAINING CAPTAIN			071315	136	84												
	1	130%				$59.46	$4,994.54	$129,857.92				$60.59	$5,089.43	$132,325.22	$61.80	$5,191.22	$134,971.73
PLATOON SAFETY OFFICER			072125	134	84												
Eff Jan2/22 rank diff increase 35% - 37%	1	137%				$61.75	$5,186.63	$134,852.46	$62.66	$5,263.47	$136,850.27	$63.85	$5,363.48	$139,450.43	$65.13	$5,470.75	$142,239.43
DISTRICT CHIEF			070625	105	84												
	1	137%				$62.66	$5,263.47	$136,850.27				$63.85	$5,363.48	$139,450.43	$65.13	$5,470.75	$142,239.43
PLATOON CHIEF			070515	106	84												
	1	145%				$66.32	$5,570.83	$144,841.53				$67.58	$5,676.67	$147,593.52	$68.93	$5,790.21	$150,545.39
After 1500 Hours	2	152%				$69.52	$5,839.76	$151,833.88				$70.84	$5,950.72	$154,718.72	$72.26	$6,069.73	$157,813.09

2021 TO 2023 UFFW SALARY SCHEDULE - TWO DIGIT - PCP LICENSURE

RANK	STEP	RANK DIFF	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE DEC 31/21 2.00%			EFFECTIVE JAN 2/22			EFFECTIVE DEC 31/22 1.90%			EFFECTIVE DEC 31/23 2.00%		
						HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL
FIRE FIGHTER - PCP LICENSURE*			P71565	150	84												
Entry Level - First 3 Months	10	60%				$27.44	$2,305.17	$59,934.43				$27.96	$2,348.97	$61,073.18	$28.52	$2,395.95	$62,294.64
2nd Step - After 3 Months	20	65%				$29.73	$2,497.27	$64,928.96				$30.29	$2,544.72	$66,162.61	$30.90	$2,595.61	$67,485.86
3rd Step - After 1.25 Yrs	30	72%				$32.93	$2,766.20	$71,921.31				$33.56	$2,818.76	$73,287.81	$34.23	$2,875.14	$74,753.57
After 2 Yrs as PCP	31	73%				$33.39	$2,804.62	$72,920.22				$34.02	$2,857.91	$74,305.70	$34.70	$2,915.07	$75,791.82
4th Step - After 2.25 Yrs	40	80%				$36.59	$3,073.56	$79,912.57				$37.29	$3,131.96	$81,430.91	$38.03	$3,194.60	$83,059.52
After 2 Yrs as PCP	41	81%				$37.05	$3,111.98	$80,911.47				$37.75	$3,171.11	$82,448.79	$38.51	$3,234.53	$84,097.77
5th Step - After 3.25 Yrs	50	85%				$38.88	$3,265.66	$84,907.10				$39.62	$3,327.71	$86,520.34	$40.41	$3,394.26	$88,250.74
After 2 Yrs as PCP	51	86%				$39.33	$3,304.08	$85,906.01				$40.08	$3,366.85	$87,538.22	$40.88	$3,434.19	$89,288.99
After 4 Yrs as PCP	52	88%				$40.25	$3,380.92	$87,903.82				$41.01	$3,445.15	$89,574.00	$41.83	$3,514.06	$91,365.48
6th Step - After 4.25 Yrs	60	92%				$42.08	$3,534.59	$91,899.45				$42.88	$3,601.75	$93,645.54	$43.74	$3,673.79	$95,518.45
After 2 Yrs as PCP	61	93%				$42.54	$3,573.01	$92,898.36				$43.34	$3,640.90	$94,663.43	$44.21	$3,713.72	$96,556.70
After 4 Yrs as PCP	62	95%				$43.45	$3,649.85	$94,896.17				$44.28	$3,719.20	$96,699.20	$45.16	$3,793.58	$98,633.18
Fire Fighter First Class-After 5 Yrs	70	100%				$45.74	$3,841.95	$99,890.71				$46.61	$3,914.95	$101,788.63	$47.54	$3,993.25	$103,824.40
After 2 Yrs as PCP	71	101%				$46.19	$3,880.37	$100,889.62				$47.07	$3,954.10	$102,806.52	$48.01	$4,033.18	$104,862.65
After 4 Yrs as PCP	72	103%				$47.11	$3,957.21	$102,887.43				$48.00	$4,032.40	$104,842.29	$48.96	$4,113.04	$106,939.14
After 9 Yrs as PCP	73	105%							$48.02	$4,034.05	$104,885.24	$48.94	$4,110.69	$106,878.06	$49.92	$4,192.91	$109,015.62
FIRE FIGHTER SENIOR - PCP LICENSURE*			P71615	151	84												
After 10 Yrs' service	1	105%				$48.02	$4,034.05	$104,885.24				$48.94	$4,110.69	$106,878.06	$49.92	$4,192.91	$109,015.62
After 2 Yrs as PCP	2	106%				$48.48	$4,072.47	$105,884.15				$49.40	$4,149.84	$107,895.95	$50.39	$4,232.84	$110,053.87
After 4 Yrs as PCP	3	108%				$49.40	$4,149.31	$107,881.96				$50.34	$4,228.14	$109,931.72	$51.34	$4,312.71	$112,130.36
After 9 Yrs as PCP	4	110%							$50.31	$4,226.15	$109,879.78	$51.27	$4,306.44	$111,967.49	$52.29	$4,392.57	$114,206.84
FIRE FIGHTER SENIOR II - PCP LICENSURE*			P71715	152	84												
After 15 Yrs' service	1	108%				$49.40	$4,149.31	$107,881.96				$50.34	$4,228.14	$109,931.72	$51.34	$4,312.71	$112,130.36
After 2 Yrs as PCP	2	109%				$49.85	$4,187.73	$108,880.87				$50.80	$4,267.29	$110,949.61	$51.82	$4,352.64	$113,168.60
After 4 Yrs as PCP	3	111%				$50.77	$4,264.56	$110,878.69				$51.73	$4,345.59	$112,985.38	$52.77	$4,432.50	$115,245.09
After 9 Yrs as PCP	4	113%							$51.68	$4,341.40	$112,876.50	$52.67	$4,423.89	$115,021.15	$53.72	$4,512.37	$117,321.58

2021 TO 2023 UFFW SALARY SCHEDULE - TWO DIGIT - PCP LICENSURE

RANK	STEP	RANK DIFF	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE DEC 31/21 2.00%			EFFECTIVE JAN 2/22			EFFECTIVE DEC 31/22 1.90%			EFFECTIVE DEC 31/23 2.00%		
						HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL
LIEUTENANT - PCP LICENSURE*			P72115	153	84												
	1	117%				$53.51	$4,495.08	$116,872.13				$54.53	$4,580.49	$119,092.70	$55.62	$4,672.10	$121,474.55
After 2 Yrs as PCP	2	118%				$53.97	$4,533.50	$117,871.04				$55.00	$4,619.64	$120,110.59	$56.10	$4,712.03	$122,512.80
After 4 Yrs as PCP	3	120%				$54.89	$4,610.34	$119,868.85				$55.93	$4,697.94	$122,146.36	$57.05	$4,791.90	$124,589.29
After 9 Yrs as PCP	4	122%							$55.80	$4,687.18	$121,866.66	$56.86	$4,776.24	$124,182.13	$58.00	$4,871.76	$126,665.77
CAPTAIN - PCP LICENSURE*			P70315	154	84												
	1	127%				$58.09	$4,879.28	$126,861.20				$59.19	$4,971.98	$129,271.56	$60.37	$5,071.42	$131,856.99
After 2 Yrs as PCP	2	128%				$58.54	$4,917.70	$127,860.11				$59.66	$5,011.13	$130,289.45	$60.85	$5,111.36	$132,895.24
After 4 Yrs as PCP	3	130%				$59.46	$4,994.54	$129,857.92				$60.59	$5,089.43	$132,325.22	$61.80	$5,191.22	$134,971.73
After 9 Yrs as PCP	4	132%							$60.37	$5,071.37	$131,855.73	$61.52	$5,167.73	$134,360.99	$62.75	$5,271.09	$137,048.21
TRAINING CAPTAIN - PCP LICENSURE*			P71315	155	84												
	1	130%				$59.46	$4,994.54	$129,857.92				$60.59	$5,089.43	$132,325.22	$61.80	$5,191.22	$134,971.73
After 2 Yrs as PCP	2	131%				$59.92	$5,032.95	$130,856.83				$61.05	$5,128.58	$133,343.11	$62.28	$5,231.15	$136,009.97
After 4 Yrs as PCP	3	133%				$60.83	$5,109.79	$132,854.64				$61.99	$5,206.88	$135,378.88	$63.23	$5,311.02	$138,086.46
After 9 Yrs as PCP	4	135%							$61.75	$5,186.63	$134,852.46	$62.92	$5,285.18	$137,414.65	$64.18	$5,390.88	$140,162.95
PLATOON SAFETY OFFICER* - PCP LICENSURE*			P72125	156	84												
* rank diff increase as of Jan 2/22																	
	1	137%				$61.75	$5,186.63	$134,852.46	$62.66	$5,263.47	$136,850.27	$63.85	$5,363.48	$139,450.43	$65.13	$5,470.75	$142,239.43
After 2 Yrs as PCP	2	138%				$62.20	$5,225.05	$135,851.36	$63.12	$5,301.89	$137,849.18	$64.32	$5,402.63	$140,468.31	$65.60	$5,510.68	$143,277.68
After 4 Yrs as PCP	3	140%				$63.12	$5,301.89	$137,849.18	$64.03	$5,378.73	$139,846.99	$65.25	$5,480.93	$142,504.08	$66.55	$5,590.54	$145,354.17
After 9 Yrs as PCP	4	142%							$64.95	$5,455.57	$141,844.81	$66.18	$5,559.23	$144,539.86	$67.50	$5,670.41	$147,430.65
ACADEMY OFFICER PCP LICENSURE*			P73553	142	75												
Entry Level	1	121%				$61.98	$4,648.76	$120,867.76	$61.98	$4,648.76	$120,867.76	$63.16	$4,737.09	$123,164.24	$64.42	$4,831.83	$125,627.53
After 2 Yrs as PCP	2	122%							$62.50	$4,687.18	$121,866.66	$63.68	$4,776.24	$124,182.13	$64.96	$4,871.76	$126,665.77
After 4 Yrs as PCP	3	124%							$63.52	$4,764.02	$123,864.48	$64.73	$4,854.53	$126,217.90	$66.02	$4,951.63	$128,742.26
After 9 Yrs as PCP	4	126%							$64.54	$4,840.86	$125,862.29	$65.77	$4,932.83	$128,253.68	$67.09	$5,031.49	$130,818.75
After 60 Months* (must have completed ESI Level 2 and 3 when offered)	5	125%				$64.03	$4,802.44	$124,863.39	$64.03	$4,802.44	$124,863.39	$65.25	$4,893.68	$127,235.79	$66.55	$4,991.56	$129,780.51
After 2 Yrs as PCP	6	126%							$64.54	$4,840.86	$125,862.29	$65.77	$4,932.83	$128,253.68	$67.09	$5,031.49	$130,818.75
After 4 Yrs as PCP	7	128%							$65.57	$4,917.70	$127,860.11	$66.82	$5,011.13	$130,289.45	$68.15	$5,111.36	$132,895.24
After 9 Yrs as PCP	8	130%							$66.59	$4,994.54	$129,857.92	$67.86	$5,089.43	$132,325.22	$69.22	$5,191.22	$134,971.73
SENIOR ACADEMY OFFICER - PCP LICENSURE*			P73513	143	75												
	1	127%				$65.06	$4,879.28	$126,861.20	$65.06	$4,879.28	$126,861.20	$66.29	$4,971.98	$129,271.56	$67.62	$5,071.42	$131,856.99
After 2 Yrs as PCP	2	128%							$65.57	$4,917.70	$127,860.11	$66.82	$5,011.13	$130,289.45	$68.15	$5,111.36	$132,895.24
After 4 Yrs as PCP	3	130%							$66.59	$4,994.54	$129,857.92	$67.86	$5,089.43	$132,325.22	$69.22	$5,191.22	$134,971.73
After 9 Yrs as PCP	4	132%							$67.62	$5,071.37	$131,855.73	$68.90	$5,167.73	$134,360.99	$70.28	$5,271.09	$137,048.21

2021 TO 2023 UFFW SALARY SCHEDULE - TWO DIGIT - PCP LICENSURE

RANK	STEP	RANK DIFF	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE DEC 31/21 2.00%			EFFECTIVE JAN 2/22			EFFECTIVE DEC 31/22 1.90%			EFFECTIVE DEC 31/23 2.00%		
						HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL
DIRECTOR OF TRAINING - PCP LICENSURE*			P71213	144	75												
	1	138%				$70.69	$5,301.89	$137,849.18	$70.69	$5,301.89	$137,849.18	$72.04	$5,402.63	$140,468.31	$73.48	$5,510.68	$143,277.68
After 2 Yrs as PCP	2	139%							$71.20	$5,340.31	$138,848.08	$72.56	$5,441.78	$141,486.20	$74.01	$5,550.61	$144,315.92
After 4 Yrs as PCP	3	141%							$72.23	$5,417.15	$140,845.90	$73.60	$5,520.08	$143,521.97	$75.07	$5,630.48	$146,392.41
After 9 Yrs as PCP	4	143%							$73.25	$5,493.99	$142,843.71	$74.64	$5,598.37	$145,557.74	$76.14	$5,710.34	$148,468.90
	5	144%				$73.77	$5,532.41	$143,842.62	$73.77	$5,532.41	$143,842.62	$75.17	$5,637.52	$146,575.63	$76.67	$5,750.27	$149,507.14
After 2 Yrs as PCP	6	145%							$74.28	$5,570.83	$144,841.53	$75.69	$5,676.67	$147,593.52	$77.20	$5,790.21	$150,545.39
After 4 Yrs as PCP	7	147%							$75.30	$5,647.67	$146,839.34	$76.73	$5,754.97	$149,629.29	$78.27	$5,870.07	$152,621.87
After 9 Yrs as PCP	8	149%							$76.33	$5,724.51	$148,837.15	$77.78	$5,833.27	$151,665.06	$79.33	$5,949.94	$154,698.36
	9	150%				$76.84	$5,762.93	$149,836.06	$76.84	$5,762.93	$149,836.06	$78.30	$5,872.42	$152,682.95	$79.86	$5,989.87	$155,736.61
After 2 Yrs as PCP	10	151%							$77.35	$5,801.34	$150,834.97	$78.82	$5,911.57	$153,700.83	$80.40	$6,029.80	$156,774.85
After 4 Yrs as PCP	11	153%							$78.38	$5,878.18	$152,832.78	$79.86	$5,989.87	$155,736.61	$81.46	$6,109.67	$158,851.34
After 9 Yrs as PCP	12	155%							$79.40	$5,955.02	$154,830.60	$80.91	$6,068.17	$157,772.38	$82.53	$6,189.53	$160,927.83
ASSISTANT DIRECTOR OF TRAINING PCP LICENSURE*			P71223	145	75												
	1	135%				$69.16	$5,186.63	$134,852.46	$69.16	$5,186.63	$134,852.46	$70.47	$5,285.18	$137,414.65	$71.88	$5,390.88	$140,162.95
After 2 Yrs as PCP	2	136%							$69.67	$5,225.05	$135,851.36	$70.99	$5,324.33	$138,432.54	$72.41	$5,430.81	$141,201.19
After 4 Yrs as PCP	3	138%							$70.69	$5,301.89	$137,849.18	$72.04	$5,402.63	$140,468.31	$73.48	$5,510.68	$143,277.68
After 9 Yrs as PCP	4	140%							$71.72	$5,378.73	$139,846.99	$73.08	$5,480.93	$142,504.08	$74.54	$5,590.54	$145,354.17

Subject to Article 52, any UFFW member in Suppression licensed and designated to function at the PCP level will receive pay increment as follows:

- 1% Rank Differential after 2 years of service in the Bargaining Unit serving as a Fire Fighter-PCP
- 3% Rank Differential after 4 years of service in the Bargaining Unit serving as a Fire Fighter - PCP
- 5% Rank Differential after 9 years of service in the Bargaining Unit serving as a Fire Fighter – PCP – Effective January 2, 2022

Effective January 2, 2022 PCP Premium extended to eligible academy officers

NOTE: Salary Grades provided as reference for payroll administration purposes

2021-2023 UFFW SALARY SCHEDULE - TWO DIGIT

RANK	STEP	RANK DIFF	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE DEC 31/21 2.00%			EFFECTIVE JAN 2/22			EFFECTIVE DEC 31/22 1.90%			EFFECTIVE DEC 31/23 2.00%		
						HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL
FIRE PREVENTION OFFICER					75												
0-6 Months-Completed NFPA Level I	1	109%	073353	108		$55.84	$4,187.73	$108,880.87				$56.90	$4,267.29	$110,949.61	$58.04	$4,352.64	$113,168.60
6-24 Months-Completed NFPA Level II	2	115%	073363	109		$58.91	$4,418.24	$114,874.31				$60.03	$4,502.19	$117,056.93	$61.23	$4,592.23	$119,398.06
24-30 Months-Completed NFPA Level III	3	117%	073373	110		$59.93	$4,495.08	$116,872.13				$61.07	$4,580.49	$119,092.70	$62.29	$4,672.10	$121,474.55
SENIOR FIRE PREVENTION OFFICER	1	125%	073343	112	75	$64.03	$4,802.44	$124,863.39				$65.25	$4,893.68	$127,235.79	$66.55	$4,991.56	$129,780.51
DIRECTOR OF FIRE PREVENTION	1	138%	073333	114	75	$70.69	$5,301.89	$137,849.18				$72.04	$5,402.63	$140,468.31	$73.48	$5,510.68	$143,277.68
	2	144%				$73.77	$5,532.41	$143,842.62				$75.17	$5,637.52	$146,575.63	$76.67	$5,750.27	$149,507.14
	3	150%				$76.84	$5,762.93	$149,836.06				$78.30	$5,872.42	$152,682.95	$79.86	$5,989.87	$155,736.61
PUBLIC EDUCATION OFFICER In Branch Before February 27/08			073393	140	75												
0 to 6 Months	1	109%				$55.84	$4,187.73	$108,880.87				$56.90	$4,267.29	$110,949.61	$58.04	$4,352.64	$113,168.60
6 to 24 Months	2	115%				$58.91	$4,418.24	$114,874.31				$60.03	$4,502.19	$117,056.93	$61.23	$4,592.23	$119,398.06
24 to 30 Months	3	117%				$59.93	$4,495.08	$116,872.13				$61.07	$4,580.49	$119,092.70	$62.29	$4,672.10	$121,474.55
PUBLIC EDUCATION OFFICER In Branch After February 27/08			073383	138	75												
0 to 60 Months	1	109%				$55.84	$4,187.73	$108,880.87				$56.90	$4,267.29	$110,949.61	$58.04	$4,352.64	$113,168.60
After 60 Months	2	115%				$58.91	$4,418.24	$114,874.31				$60.03	$4,502.19	$117,056.93	$61.23	$4,592.23	$119,398.06
PUBLIC EDUCATION BRANCH COORDINATOR	1	125%	070523	135	75	$64.03	$4,802.44	$124,863.39				$65.25	$4,893.68	$127,235.79	$66.55	$4,991.56	$129,780.51
ACADEMY OFFICER			073553	118	75												
Entry Level	1	121%				$61.98	$4,648.76	$120,867.76				$63.16	$4,737.09	$123,164.24	$64.42	$4,831.83	$125,627.53
After 60 Months*	2	125%				$64.03	$4,802.44	$124,863.39				$65.25	$4,893.68	$127,235.79	$66.55	$4,991.56	$129,780.51
*(must have completed ESI Level 2 and 3 when offered)																	
SENIOR ACADEMY OFFICER	1	127%	073513	119	75	$65.06	$4,879.28	$126,861.20				$66.29	$4,971.98	$129,271.56	$67.62	$5,071.42	$131,856.99
ASSISTANT DIRECTOR OF TRAINING	1	135%	071223	120	75	$69.16	$5,186.63	$134,852.46				$70.47	$5,285.18	$137,414.65	$71.88	$5,390.88	$140,162.95
SAFETY MANAGER	1	135%	073413	121	75	$69.16	$5,186.63	$134,852.46				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DIRECTOR OF HEALTH & SAFETY	1	143%	073413	121	75				$73.25	$5,493.99	$142,843.71	$74.64	$5,598.37	$145,557.74	$76.14	$5,710.34	$148,468.90
*Effective January 2, 2022	2	147%							$75.30	$5,647.67	$146,839.34	$76.73	$5,754.97	$149,629.29	$78.27	$5,870.07	$152,621.87
	3	150%							$76.84	$5,762.93	$149,836.06	$78.30	$5,872.42	$152,682.95	$79.86	$5,989.87	$155,736.61

2021-2023 UFFW SALARY SCHEDULE - TWO DIGIT

RANK	STEP	RANK DIFF	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE DEC 31/21 2.00%			EFFECTIVE JAN 2/22			EFFECTIVE DEC 31/22 1.90%			EFFECTIVE DEC 31/23 2.00%		
						HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL
DIRECTOR OF TRAINING			071213	122	75												
	1	138%				$70.69	$5,301.89	$137,849.18				$72.04	$5,402.63	$140,468.31	$73.48	$5,510.68	$143,277.68
	2	144%				$73.77	$5,532.41	$143,842.62				$75.17	$5,637.52	$146,575.63	$76.67	$5,750.27	$149,507.14
	3	150%				$76.84	$5,762.93	$149,836.06				$78.30	$5,872.42	$152,682.95	$79.86	$5,989.87	$155,736.61
DIRECTOR OF EMERGENCY MECHANICAL SERVICES			072632	123	80												
	1	N/A				$58.46	$4,676.40	$121,586.43				$59.57	$4,765.25	$123,896.57	$60.76	$4,860.56	$126,374.50
	2	N/A				$60.52	$4,841.55	$125,880.37				$61.67	$4,933.54	$128,272.10	$62.90	$5,032.21	$130,837.54
	3	N/A				$62.93	$5,034.52	$130,897.51				$64.13	$5,130.18	$133,384.56	$65.41	$5,232.78	$136,052.25
SUPERVISOR OF EMERGENCY MECHANICAL SERVICES			072612	124	80												
	1	N/A				$53.63	$4,290.47	$111,552.16				$54.65	$4,371.99	$113,671.65	$55.74	$4,459.43	$115,945.08
EMERGENCY SERVICES MECHANIC			072622	125	80												
	1	N/A				$48.72	$3,897.58	$101,337.09				$49.65	$3,971.63	$103,262.49	$50.64	$4,051.07	$105,327.74
FIRE DEPT BUILDING MAINTENANCE PERSON			072512	126	80												
	1	N/A				$51.94	$4,154.87	$108,026.60				$52.92	$4,233.81	$110,079.11	$53.98	$4,318.49	$112,280.69
EMERGENCY EQUIPMENT UTILITY PERSON			074212	127	80												
	1	N/A				$35.62	$2,849.30	$74,081.84				$36.29	$2,903.44	$75,489.40	$37.02	$2,961.51	$76,999.18
BREATHING APPARATUS TECHNICIAN			070252	128	80												
	1	N/A				$45.78	$3,662.03	$95,212.69				$46.65	$3,731.60	$97,021.73	$47.58	$3,806.24	$98,962.16
BREATHING APPARATUS TECHNICIAN - LEAD HAND			070352	137	80												
	1	N/A				$49.44	$3,954.99	$102,829.70				$50.38	$4,030.13	$104,783.47	$51.38	$4,110.74	$106,879.14
VIDEO AND MEDIA PRODUCTION TECHNICIAN		N/A	073563	129	75												
	1					$33.80	$2,534.64	$65,900.75				$34.44	$2,582.80	$67,152.86	$35.13	$2,634.46	$68,495.92
	2					$35.51	$2,663.29	$69,245.50				$36.19	$2,713.89	$70,561.17	$36.91	$2,768.17	$71,972.39
	3					$37.30	$2,797.15	$72,725.86				$38.00	$2,850.29	$74,107.65	$38.76	$2,907.30	$75,589.80
	4					$39.15	$2,936.22	$76,341.81				$39.89	$2,992.01	$77,792.31	$40.69	$3,051.85	$79,348.15
	5					$41.10	$3,082.25	$80,138.56				$41.88	$3,140.82	$81,661.20	$42.72	$3,203.63	$83,294.42

2021-2023 UFFW SALARY SCHEDULE - TWO DIGIT

RANK	STEP	RANK DIFF	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE DEC 31/21 2.00%			EFFECTIVE JAN 2/22			EFFECTIVE DEC 31/22 1.90%			EFFECTIVE DEC 31/23 2.00%		
						HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL	HRLY	BIWKLY	ANNUAL
FIRE INVESTIGATOR			074225	108	84												
On Entry and completed Level II Fire Investigator	1	115%				$52.60	$4,418.24	$114,874.31				$53.60	$4,502.19	$117,056.93	$54.67	$4,592.23	$119,398.06
After 12 Months in the Unit and completed Level III Fire Investigator	2	117%				$53.51	$4,495.08	$116,872.13				$54.53	$4,580.49	$119,092.70	$55.62	$4,672.10	$121,474.55
After 24 Months in the Unit and completed Certification for Fire Investigator	3	119%				$54.43	$4,571.92	$118,869.94				$55.46	$4,658.79	$121,128.47	$56.57	$4,751.96	$123,551.04
After 60 Months - Certified Fire Investigator	4	121%				$55.34	$4,648.76	$120,867.76				$56.39	$4,737.09	$123,164.24	$57.52	$4,831.83	$125,627.53
FIRE INVESTIGATOR COORDINATOR	1	130%	074253	130	75	$66.59	$4,994.54	$129,857.92				$67.86	$5,089.43	$132,325.22	$69.22	$5,191.22	$134,971.73
PUBLIC EDUCATION INTERN	1	N/A	074242	130	80	$18.25	$1,460.29	$37,967.51				$18.60	$1,488.03	$38,688.89	$18.97	$1,517.80	$39,462.67
E-LEARNING DEVELOPER		N/A	073573	131	75												
	1					$44.65	$3,348.75	$87,067.62				$45.50	$3,412.38	$88,721.91	$46.41	$3,480.63	$90,496.34
	2					$45.99	$3,449.21	$89,679.53				$46.86	$3,514.75	$91,383.44	$47.80	$3,585.04	$93,211.11
	3					$47.37	$3,552.69	$92,369.84				$48.27	$3,620.19	$94,124.87	$49.23	$3,692.59	$96,007.37
	4					$48.79	$3,659.27	$95,140.91				$49.72	$3,728.79	$96,948.58	$50.71	$3,803.37	$98,887.56
	5					$50.25	$3,769.06	$97,995.47				$51.21	$3,840.67	$99,857.38	$52.23	$3,917.48	$101,854.53
	6					$51.76	$3,882.13	$100,935.48				$52.75	$3,955.89	$102,853.26	$53.80	$4,035.01	$104,910.32
PPE REPAIR & MAINTENANCE TECHNICIAN		N/A	070262	157	80												
	1					$34.91	$2,792.84	$72,613.88				$35.57	$2,845.91	$73,993.54	$36.29	$2,902.82	$75,473.41
	2					$36.13	$2,890.59	$75,155.36				$36.82	$2,945.51	$76,583.32	$37.56	$3,004.42	$78,114.98
	3					$37.40	$2,991.76	$77,785.80				$38.11	$3,048.61	$79,263.73	$38.87	$3,109.58	$80,849.01
	4					$38.71	$3,096.47	$80,508.30				$39.44	$3,155.31	$82,037.96	$40.23	$3,218.41	$83,678.72
PPE REPAIR & MAINTENANCE TECHNICIAN		N/A	070265	157	84												
	1					$34.91	$2,932.48	$76,244.57				$35.57	$2,988.20	$77,693.22	$36.29	$3,047.96	$79,247.08
	2					$36.13	$3,035.12	$78,913.13				$36.82	$3,092.79	$80,412.48	$37.56	$3,154.64	$82,020.73
	3					$37.40	$3,141.35	$81,675.09				$38.11	$3,201.04	$83,226.92	$38.87	$3,265.06	$84,891.46
	4					$38.71	$3,251.30	$84,533.72				$39.44	$3,313.07	$86,139.86	$40.23	$3,379.33	$87,862.66
PPE REPAIR & MAINTENANCE TECHNICIAN LEAD HAND	1	N/A	070302	159	80	$41.80	$3,344.19	$86,949.00				$42.60	$3,407.73	$88,601.03	$43.45	$3,475.89	$90,373.05

APPENDIX 2

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

2(b) Future vacancies for the position of Platoon Chief (Fire) will be filled in accordance with Article 9.44 (entitled "Promotions to Administrative Positions") of the current Collective Agreement on a "senior suitable" basis, from those individuals who hold the rank of District Chief.

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).

APPENDIX 3

ANNUAL LEAVE ROTATION SCHEDULE

Fire Department – Operations Branch

	2017	2018	2019	2020	2021	2022	2023	2024
Public Holidays	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16	1 – 14	5 – 17	2 – 12
Annual Leave	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16	1 – 14	5 – 17
Annual Leave	3 – 16	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16	1 – 14
Public Holidays	2 – 12	6 – 13	4 – 15	3 – 16	1 – 14	5 – 17	2 – 12	6 – 13
Public Holidays	6 – 13	4 – 15	3 – 16	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15
Annual Leave – Approximately July 31st	4 – 15	3 – 16	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16
Annual Leave – Approximately August 1st	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16	1 – 14	5 – 17	2 – 12
Public Holidays	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16	1 – 14	5 – 17
Public Holidays	3 – 16	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16	1 – 14
Annual Leave	2 – 12	6 – 13	4 – 15	3 – 16	1 – 4	5 – 17	2 – 12	6 – 13
Annual Leave	6 – 13	4 – 15	3 – 16	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15
Public Holidays	4 – 15	3 – 16	1 – 14	5 – 17	2 – 12	6 – 13	4 – 15	3 – 16

Note The parties agree to review the Annual Leave Rotation Schedule during the term of the Agreement expiring **December 31, 2023** and may implement any agreed to changes during the term of the Agreement.

APPENDIX 4

ACADEMY OF FIRE AND EMERGENCY SERVICES
Annual Leave Entitlement Schedule
Six Week Holiday – 2 x 3 Weeks (8 Groups)

SEASON	2017	2018	2019	2020	2021	2022	2023	2024
WINTER:	2	6	1	5	4	8	3	7
	3	7	2	6	1	5	4	8
January to March	4	8	3	7	2	6	1	5
SPRING:	5	1	8	4	7	3	6	2
	6	2	5	1	8	4	7	3
March to June	7	3	6	2	5	1	8	4
	8	4	7	3	6	2	5	1
SUMMER:	1	5	4	8	3	7	2	6
	2	6	1	5	4	8	3	7
June to August	3	7	2	6	1	5	4	8
	4	8	3	7	2	6	1	5
FALL:	5	1	8	4	7	3	6	2
	6	2	5	1	8	4	7	3
August to November	7	3	6	2	5	1	8	4
	8	4	7	3	6	2	5	1
WINTER:								
November to December	1	5	4	8	3	7	2	6

NOTE: Holiday Schedule starts second Monday in January and continues to second Monday in December

APPENDIX 5

PRE-RETIREMENT LEAVE

The following policy is utilized corporately for pre-retirement purposes and is subject to change.

1. An employee anticipating retirement must decide not less than thirty (30) days in advance if they are electing to retire or take pre-retirement leave.

2. If an employee is taking pre-retirement leave then the date of retirement is fixed such that the employee's decision to retire is irrevocable and the City will fill the position vacated on a permanent basis as required.

3. In the case of employees electing pre-retirement leave, the selected date of retirement should be determined in consultation with their Human Resource Representative and the City will fill the position vacated on a permanent basis as required.

4. A careful calculation will be made of all entitlements (i.e. unused credits) under whatever collective agreement or contractual formula applies.

5. Pre-retirement leave commences upon the full utilization of all unused entitlements (holidays, stat days, overtime, etc.).

6. When the retirement date and/or the date of pre-retirement leave is determined, the Chief, **their** designate, must be notified through the provision of a retirement notice of the pre-retirement leave form.

LETTER OF UNDERSTANDING NO. 1

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

RE: OFFICER'S TRAINING COURSE

WHEREAS the provisions of the Collective Agreement in force and effect between the parties hereto provide for the establishment of an Officer's Training Course for the ranks of District Chief, Captain and Lieutenant;

AND WHEREAS the parties hereto entered into a Letter of Understanding dated July 19, 1984 establishing terms and conditions concerning implementation and conduct of such courses;

AND WHEREAS the parties are desirous of establishing certain further terms and conditions concerning the implementation and conduct of such courses;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. A member who is eligible to attend an Officer's Training Course but who indicates, in writing, to the Department intention of retiring within six (6) months of the date of commencement of said Officer's Training Course, and who further makes the appropriate application for pension benefits to the Employee Benefits Board, shall be eligible for promotion to the rank of said Officer's Training Course without the necessity of attending or completing same.

2. If, for any reason, the member revokes **their** written intention to retire or **their** application for pension benefits, as mentioned above, the member, if **they have** been promoted to the highest rank, shall revert to **their** previous rank and will not be eligible for further promotion to, nor be allowed to act in, the senior rank for a period of one (1) year from the date of revocation and until such time thereafter when **they** shall have successfully completed the Officer's Training Course for that rank.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 2

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

RE: ACTING IN THE FIRE PREVENTION BRANCH AND PUBLIC EDUCATION BRANCH

The parties agree to further discussions on this subject.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 3

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

RE: BARGAINING PROTOCOL

The City of Winnipeg and the United Fire Fighters of Winnipeg, Local 867 of IAFF agree to the following protocol:

1. If, at any time, Management of the Winnipeg Fire Department deems it necessary to communicate with members of branches on bargaining issues, such communication will only take place with the concurrence of, and in the presence of, representatives of UFFW, Local 867.

2. Issues, which are the subject of ongoing negotiations between UFFW, Local 867 and the Winnipeg Fire Department, will be held in confidence until resolved. If enquiries are made concerning those issues it shall be noted that such issues are the subject of ongoing negotiations between the UFFW, Local 867 and the Winnipeg Fire Department, and shall not be discussed further.

3. Once the Management of the Winnipeg Fire Department has developed a proposed change in a management system that impacts on the Collective Agreement within the Winnipeg Fire Department, Management shall:

a) make a presentation to the affected branch/staff in regard to the proposed change, concept and reasons and clarify any questions that the affected branch/staff may have. These discussions will take place with the concurrence and in the presence of UFFW, Local 867 Representatives.

b) Any actions that impact the Collective Agreement flowing from the proposed change will be negotiated with UFFW, Local 867.

4. The City and the UFFW, Local 867 acknowledge that any breach of this protocol is a serious matter and any breach hereof shall be dealt with expeditiously by contacting the City's Labour Relations Officer who shall take appropriate action.

It should be further noted that a copy of this protocol shall be provided to all members of the Management of the Winnipeg Fire Department and all supervisory ranks within the Winnipeg Fire Department and a copy shall be posted at each Fire Station and kept on file.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 4

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

RE: RETIREMENT SUPPLEMENT

It is understood and agreed that the City will retain Mr. Don Smith (Western Compensation & Benefits Consultants) to design a Retirement Supplement Plan to replace the existing Sick Leave Cash Out benefit. The terms of reference will include the requirement that the Plan shall be implemented effective January 1, 1999 and will incorporate the following principles.

FOR NEW FIRE FIGHTERS HIRED AFTER EFFECTIVE DATE OF CHANGE

The City will contribute one percent (1%) of salary to either Pension Plan or RRSP, payable biweekly throughout service as a Fire Fighter with the City.

FOR EXISTING FIRE FIGHTERS

Combination of:

a) The City will contribute one percent (1%) of salary to either Pension Plan or RRSP, payable biweekly through service as a Fire Fighter with the City.

b) Lump sum retirement benefit equal to the lesser of:

i. Maximum tax sheltered rollover of "retiring allowance" to RRSP under the Income Tax Act (basically two thousand dollars [$2,000] per year, or part year, of service with the City up to and including 1995);

ii. **1)** Projected Sick Leave Cash Out benefit (based on assumption of future Sick Leave utilization equal to average experienced by Winnipeg Fire Fighters); less

2) Estimated income tax at forty-five percent (45%) on the excess of projected Sick Leave Cash Out benefit ([a] above) over the maximum tax sheltered rollover ([i] above); less

3) Projected value at retirement of one percent (1%) pension/ RRSP contribution; and

c) Additional contribution to either Pension Plan or RRSP in biweekly installments over the next five (5) years equal in value to the present value of excess, if any, of (b)(ii) over (b)(i).

SICK LEAVE UTILIZATION

It is further understood and agreed that the proposed Retirement Supplement benefit valuation is calculated on the assumption that Sick Leave utilization remains constant at 1997 levels. Should the level of Sick Leave utilization in the City of Winnipeg UFFW bargaining unit average more than one hundred and fifty percent (150%) of the 1997 levels in any calendar year after 1997, the parties agree to meet, without delay, and in any event within ten (10) calendar days of learning of this result, to assess the causes of the increased Sick Leave utilization and to make every reasonable effort to reduce Sick

Leave utilization to the said 1997 levels, or lower. Such efforts may include health and safety counseling or improvements, or any other mutually acceptable effective solution.

Further, it is understood and agreed that the proposed retirement supplement applies solely to employees in those job classifications represented by the United Fire Fighters of Winnipeg, Local 867 as at December 31, 1997.

It is also understood and agreed that, should the proposed Retirement Supplement Plan prove to be inappropriate to either party, the Arbitrator remains seized of the responsibility to rule on the positions brought forth by the parties in making a determination of the continued utilization of the Plan.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 5

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

RE: RESPECTFUL WORKPLACE

---

1. INTRODUCTION

Keeping in mind the principles of a respectful workplace as outlined in Article 23, issues shall be addressed quickly and thoroughly. At any time, all individuals shall have the right to Union representation. Individuals have the right at any time, to file a grievance under Article 25 or to file a Manitoba Human Rights Commission complaint.

2. PROCESS

If Article 23 – Respectful Workplace has been violated, the following will apply:

Directly to Step 3

Depending on the nature of the incident, Management or the Union has the right to proceed directly to Step 3. All matters involving violence will proceed directly to Step 3. Most other situations will begin at Step 1.

Step 1 – Resolving the Problem on Your Own

Keeping in mind the principles of a respectful workplace, attempt to resolve the problem directly with the other party by:

- Raising the issue with the other party in a timely manner.
- Discussing the problem with them openly in an attempt to resolve the issue.
- Asking them to stop the offending behaviour.

If you want support or assistance in approaching the person, you may consult your Supervisor, Union Steward, Co-Worker or Departmental Human Resource Representative.

If the issue involves your immediate Supervisor, you may contact the Departmental Human Resource Representative or your Union Representative. Discussions or resolutions in this Step are considered to be "without prejudice" to either party and will not be used by the parties at subsequent stages of this process or at other proceedings under Article 23.

If for any reason you are unable to approach the other person, or after approaching them, you do not feel the problem has been resolved, proceed to Step 2.

Step 2 – Problem Solving

Report the issue to your immediate Supervisor. You may request the help of a Union Representative if you wish. As soon as possible, the Supervisor will conduct an assessment and attempt to resolve the issue in a problem solving and educational manner.
If unresolved, proceed to Step 3.

Step 3 – Resolution of Issue

The immediate Supervisor or the Union Representative or the employee shall report the issue to the Manager or designate. The Manager, or designate, in cooperation with the Departmental Human Resource Representative shall attempt to resolve the issue.

Failing satisfactory resolution at this stage, individuals may exercise their rights under Article 25 – Problem Solving, Grievances and Arbitrations.

3. COMMUNICATION AND FOLLOW UP

Management will inform all parties of the progress of the issue during the course of its resolution. When the matter is resolved, Management will notify the parties of its resolution as soon as possible and will quickly follow up with action required to restore and maintain a respectful workplace.

4. MALICIOUS OR VEXATIOUS COMPLAINT

Anyone filing a malicious or vexatious complaint under Article 23 may be subject to disciplinary action.

5. REVIEW

The City and the Union agree to meet no less than twice per year to review the viability of Article 23 and this Letter of Understanding. If both parties agree, changes can be made to this Letter of Understanding prior to the expiry date of the Collective Agreement.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 6

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

RE: FIRE MEDIC UPGRADING TO PCP

Effective February 27, 2008

Subject to operational capacity, current Fire Medics will be offered upgrading to PCP, on a voluntary basis. Fire Medics who upgrade to the PCP level shall maintain their PCP license in good standing for a period of six (6) years following the date of certification and shall enroll in Alternate Route for Maintenance of Licensure.

All training will be provided on Department time, however Fire Medics enrolled in the Program acknowledge the amount of study and time needed to complete the upgrading may require additional off duty study time. Attendance at training courses on scheduled days off shall be compensated at straight time rates.

Upon qualification as PCP, the Service shall not deploy such personnel to an Ambulance Unit. However, the employee may be required to spend time on an ambulance during training or upgrading periods.

A Fire Medic who completes their upgrade to PCP and is licensed to function at the PCP level and does so for a period of three (3) complete years, will be entitled on the first day of the fourth (4th) year, to a two percent (2%) pay premium for as long as that employee maintains PCP licensure.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 7

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

RE: 5.2.1 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:

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.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 8

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

RE: OPTIONAL COMPENSATION FOR LEAVE ENTITLEMENTS

Whereas the provisions of the Collective Agreement in full force and effect between the parties hereto provide for leave entitlement.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. An employee, having accumulated more than **their** full allotment of annual leave, lieu tours and statutory holidays as a result of prolonged sickness or a Workers' Compensation injury, may make application to the Department to have any or all of the excess leave paid out at the regular rate of pay.

2. The Department may inform employees with more than their full allotment of annual leave, lieu tours and/or statutory holidays as a result of prolonged sickness or a Workers' Compensation injury of the above option, and upon the appropriate application being received, may approve all or a portion of the requested pay out within budgetary constraints.

This Letter of Understanding may be rescinded by either party following thirty (30) days notification.

This Letter is not intended to preclude further discussion or negotiation in areas related to this Letter.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 9

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

RE: TEMPORARY POSITION

Whereas the City of Winnipeg and the United Fire Fighters of Winnipeg, Local 867 of IAFF agree to temporary positions, they shall be with the following protocols:

1. Temporary positions will be used to fill maternity/parental leave positions in the Fire Prevention and Public Education Branch only.

2. The temporary position will be bulletined for United Fire Fighters of Winnipeg members only.

3. The temporary position will accumulate seniority in the Branch where the position is held, i.e. Branch being either Fire Prevention or Public Education.

4. Temporary positions will be for the duration of the maternity/parental leave only.

5. Temporary positions will be paid at the stated rate of the position.

6. If a full-time position comes open during the course of the temporary position, the person may transfer over only if **they are** the most senior candidate and has **their** name on the applicant's list.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 10

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

RE: ANNUAL LEAVE SCHEDULE FOR FIRE PREVENTION BRANCH AND PUBLIC EDUCATION BRANCH

The City of Winnipeg and the United Fire Fighters of Winnipeg, Local 867 of IAFF agree to the following Annual Leave Schedule for the Fire Prevention Branch and Public Education Branch.

ANNUAL LEAVE SCHEDULE 2021 TO 2025

2021	2022	2023	2024	2025
GROUP 1 June 28 to July 16	GROUP 3 June 27 to July 15	GROUP 1 July 3 to July 21	GROUP 2 July 1 to July 19	GROUP 3 June 30 to July 18
GROUP 2 July 19 to August 6	GROUP 1 July 18 to August 5	GROUP 2 July 24 to August 11	GROUP 3 July 22 to August 9	GROUP 1 July 21 to August 8
GROUP 3 August 9 to August 27	GROUP 2 August 8 to August 26	GROUP 3 August 14 to September 1	GROUP 1 August 12 to August 30	GROUP 2 August 11 to August 29
Week of Spring Break Modified Group B	Week of Spring Break Modified Group B	Week of Spring Break Modified Group A	Week of Spring Break Modified Group B	Week of Spring Break Modified Group A
Christmas/ New Year's Modified Group A	Christmas/ New Year's Modified Group A	Christmas/ New Year's Modified Group B	Christmas/ New Year's Modified Group A	Christmas/ New Year's Modified Group B

NOTES:

- Holiday groupings will begin on the Monday of the week in which July 1st falls, except when July 1st falls on a Friday. In that case, holiday groupings will commence on the Monday of the following week.
- Summer Groups 1, 2, and 3 include all Fire Inspectors
- Senior Fire Inspectors are excluded from the Schedule; however only two (2) Senior Fire Inspectors may be off at any one time.
- All open time holiday requests must be submitted by May 1st and approved, as per fifty percent (50%) of staffing requirements and Reg No. Department seniority, are guaranteed.
- All open time holiday requests submitted after May 1st will only be considered and approved subject to fifty percent (50%) staffing.

- Inspectors cannot take more than one (1) Summer Group.
- All requests for time off-vacation or overtime require twenty-four (24) hours' notice.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

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

WHEREAS in April, 2002 the City established a new branch now known as the Fire Investigations Branch (the "Branch"), and

WHEREAS the provisions of the Collective Agreement between the parties does not have a provision for the position of Fire Investigator and Fire Investigations Coordinator,

The parties hereto agree as follows:

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

2. An Eligibility List by seniority will be created following a bi-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.

3. 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 "Alternative 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".

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

5. 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.

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

7. Rates of pay for all service as a Fire Investigator within the Branch shall be one hundred and fifteen percent (115%) of a First Class Firefighter's pay.

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

9. 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.

10. 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.

11. 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.

12. 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 04:40 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,

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 12

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

RE: PUBLIC EDUCATION

Provisions in the Collective Agreement will be modified to recognize a split between Public Education and Fire Prevention.

The new Public Education Branch shall have a Branch Coordinator who shall be paid at the rate of one hundred and twenty five percent (125%) of the First Class Fire Fighter rate. The Branch Coordinator will work a five (5) day week Monday to Friday.

The rates of pay for Public Education Officers as of December 24, 2006 published in the Salary Schedule were as follows:

0-6 Months - 109%
6-24 Months – 115%
24-30 Months – 117%

All incumbents in Public Education as of the date of signing of this Memorandum of Settlement (meaning February 27, 2008) shall continue to be paid in accordance with the above noted progression and percentages. All new hires into the Branch will be paid at a rate of one hundred and nine percent (109%) of the First Class Fire Fighter rate for entry level and one hundred and fifteen percent (115%) of the First Class Fire Fighter Rate After 60 months of service in the Branch.

Seniority in the new Public Education Branch for the existing employees in Public Education shall be based on time previously served in the area of Public Education.

The hours of work for the Public Education Officers shall continue to be the same as the hours of work in Fire Prevention. The Union and the City agree that all parties will work to minimize overtime in this 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.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 13

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

RE: OPERATIONAL TRAINING COMPONENTS

The parties agree that The City of Winnipeg may create and designate Training Stations to facilitate education initiatives being delivered to operational staff.

The Service shall develop a job description for the position of Captain specific to staff the Training Stations which will outline required experience in training and appropriate educational qualifications and certifications. The job description shall further articulate the specific responsibilities of the Training Captains as it relates to the delivery of training programs which normally would have been delivered at the Training Academy.

It is clearly understood that the Training Captains will be required to deliver formalized training programs, complete assessments, provide mentoring, providing feedback and preparing summative and formative evaluations and reports.

The Service shall provide the training and educational programs stipulated in the job descriptions to interested personnel at the Captain Rank in order of seniority. Upon securing the required qualifications, qualified personnel shall be eligible to apply for bulletined Training Captain positions and selection shall be based on seniority.

The Service shall effect station assignments to ensure that the Training Stations are staffed appropriately.

It is understood that when there are no Captains in Suppression who have the qualifications of Training Division experience to be assigned to these Training Stations a regular promoted Captain will be assigned to this Station. The Captain would then receive the regular rate of pay of a Suppression Captain.

These provisions shall not in any way supersede the promotional process as outlined in the Collective Agreement.

A qualified Training Captain assigned to a Training Station and charged with the responsibilities of an Operations Training Captain shall be paid one hundred and thirty percent (130%) of a First Class Fire Fighter.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 14

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 **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 15

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

RE: PUBLIC EDUCATION COORDINATOR

The parties agree to discuss the method of selection for promotion for the Public Education Coordinator.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 16

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

RE: TEMPORARY EMPLOYEES

Whereas the City of Winnipeg and the United Fire Fighters of Winnipeg, Local 867 of IAFF agree to temporary positions for the term of the Agreement expiring December **31, 2023**, they shall be with the following protocols:

1. Temporary positions will be filled in accordance with the terms of the Collective Agreement as it relates to new hires.

2. Temporary employees will be hired to fill vacancies created by long term disability, maternity leave or other long term leaves, or for temporary positions related to an assignment of duty or a specific project scheduled for termination in due course.

3. Temporary employees will accrue seniority.

4. Temporary employees will be paid at the stated rate of the position.

5. If a permanent position comes open in a Branch during the term of the temporary position in that Branch, the employee may transfer over only if **they are** the most senior candidate and has **their** name on the applicant list.

6. Employees will be entitled to increments as if they were a permanent employee.

7. Temporary employees will be subject to the provisions articulated in Article 34 – Layoff and Recall.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 17

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

RE: ANNUAL LEAVE ROTATION SCHEDULE

The parties agree that for the term of the Agreement expiring **December 31, 2023**, Appendix **3** – Annual Leave Rotation Schedule will be amended such that the sixth week and lieu tour random assignment, will be scheduled between the November and December Annual Leave Groups.

By June 2016, the parties will meet to discuss and determine if the scheduling of the sixth week and lieu tour random assignment should remain between the November and December Annual Leave Groups.

This Letter of Understanding is entered into on a without prejudice basis.

If the two parties cannot agree to the scheduling of the sixth week and lieu tour assignment, it will return to the Schedule in Appendix **3** in the Collective Agreement.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

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, 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.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 19

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

RE: AGREED INTERPRETATION OF ARTICLES 16, 19 AND 39 OF THE COLLECTIVE AGREEMENT

WHEREAS the Union filed Grievance No. G-06-11-002 alleging Fire Fighters had been improperly denied the right to receive or accrue certain benefits while absent from work;

AND WHEREAS the Union and the City resolved the grievance;

AND WHEREAS one of the conditions of settlement required the parties to agree upon the manner in which the Collective Agreement would be interpreted on a go-forward basis;

NOW THEREFORE the parties agree that the relevant provisions of the Collective Agreement will be interpreted as follows:

ARTICLE 16 – Sick Leave Accrual

1. For the purposes of interpreting the manner in which sick leave credits will be accrued when employees are absent from work, the parties agree:

a) Employees will accumulate sick leave in accordance with Article 16.1 of the Collective Agreement.

b) ***"Paid leave" as referenced in Article 16.1 includes:***

i) employees who are absent from work and utilizing available sick leave credits;

ii) employees absent from work on Maternity Leave Plan B (of seventeen [17] weeks duration or less);

iii) employees absent from work on a Workers' Compensation claim; and

iv) employees absent from work on annual leave, statutory holidays or lieu tour.

c) Employees absent from work and in receipt of Winnipeg Civic Employees' Long Term Disability Plan benefits (EBP) are considered to be on unpaid leave and do not accumulate sick leave credits during the employee's absence. However, where employees use accumulated sick leave credits to top up EBP benefits, employees will continue to accrue sick leave credits in direct proportion to the amount of sick leave credits utilized to top up their EBP credits.

2. In accordance with Article 16.6, following any instance of absence from work for a period exceeding one (1) year, accrual of sick leave credits will cease. Upon the employee's return to work, accrual of sick leave credits shall be calculated in accordance with the actual time worked. For purposes of this Paragraph and Article 16.6, "actual time worked" includes "paid leave" as defined above.

3. Notwithstanding the requirement for an employee to work three (3) weeks or two (2) tours of duty in any calendar year in order to accrue sick leave credits, accrual of sick leave credits will not cease under any circumstances until an employee has been absent from work for a period exceeding one (1) year (provided the employee is absent on "paid leave" as defined above.)

ARTICLE 19 – Accrual of Annual Vacations and Public Holidays

4. All permanent employees are entitled to receive annual vacation with full pay each year based on the employee's years of service as set out in Articles 19.2 to 19.6 of the Collective Agreement.

5. In any calendar year, in order for an employee to be entitled to receive **their** full annual vacation with pay, the employee must work for three (3) weeks or two (2) tours of duty, whichever is less.

6. Notwithstanding Paragraph 5, an employee's entitlement to full annual vacation with pay will not be prorated until after the employee has been absent from the workplace for a period exceeding one (1) year. For clarity, an employee's entitlement to full annual vacation with pay will not cease or be negatively impacted during the employee's first year of absence, even where the employee is in receipt of EBP benefits, unless the employee is absent on voluntary leave, military leave, or other leave attracting specific vacation treatment under the Collective Agreement or this Agreement.

7. Following any instance of absence from work for a period exceeding one (1) year, an employee's entitlement to annual vacation with pay will cease. Upon return to work, an employee's entitlement to annual vacation with pay will be prorated in accordance with actual time worked and paid leave (as defined above). In this respect, an employee returning from an absence from the workplace that exceeds one (1) year will be advanced annual vacation entitlements which will be prorated based upon the expectation that the employee will work the remainder of the calendar year. If the employee fails to work the remainder of the calendar year then the employee will be obligated to repay any portion of annual vacation pay that was advanced by the City but not earned by the employee on the basis of the employee's actual time worked and paid leave.

8. Article 19.9 only applies to employees who are not permanent or who have not yet worked a full year prior to January 31st.

Article 19.22

9. In each calendar year, employees in the Fire Fighting Branch will be credited with one hundred and twenty (120) hours (equivalent to ten [10] public holidays) relief from duty and shall be granted time off with pay for that period.

10. Time off is to be taken in accordance with Article 19.22.

11. Following any instance of absence from work for a period exceeding one (1) year, crediting of public holidays will cease. Upon return to work, the employee will be advanced public holidays (relief duty) which will be prorated in accordance with actual time worked and paid leave (as defined above). In this respect, an employee returning from an absence from the workplace that exceeds one (1) year will be advanced public holidays (relief duty) based upon the expectation that the employee will work the remainder of the calendar year. If the employee fails to work the remainder of the calendar year then the employee will be obligated to repay any portion of public

holidays that was advanced by the City but not earned by the employee on the basis of the employee's actual time worked and paid leave.

12. Except for employees on voluntary leave, military leave or other leave attracting public holiday treatment specifically expressed under the Collective Agreement or this Agreement, an employee can be absent from work for one (1) year or less for any reason including absence while in receipt of EBP benefits and this absence will not impact the employee's entitlement to be credited with one hundred and twenty (120) hours (ten [10] public holidays) relief from duty.

ARTICLE 39 – Relief (Lieu) Tour

13. Relief from one (1) tour of duty per Collective Agreement year will be granted in accordance with Articles 39.1, 39.2 and 39.3 of the Collective Agreement.

14. If an employee is absent from work on paid leave (as defined above) the employee's annual relief (lieu) tour will not be prorated to reflect that absence. Employees absent on unpaid leave (including absence while in receipt of EBP benefits) or who are on voluntary leave or military leave will not be credited with relief (lieu) tour for the period of such absence and the employee's entitlements will be prorated accordingly.

General

15. Unless expressly provided, the remaining provisions relating to Articles 16, 19 and 39 are not otherwise affected by this Letter of Understanding.

Agreement without Prejudice

16. The above Agreement is without prejudice to any position the Union may take on its own behalf or on behalf of an employee that the City's classification of parental leave benefits as leave without pay is discriminatory in light of maternity leave benefits under Plan B being deemed as leave with pay.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 20

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

RE: WELLNESS AND FITNESS

This will confirm the agreement of the parties to evaluate the current fitness initiatives described under Article 27 – Wellness and Fitness ad to review opportunities for enhancement utilizing existing funds.

The parties will undertake such review during the term of the Collective Agreement expiring **December 31, 2023** and may implement any initiatives by mutual agreement.

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 21

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

RE: DISCUSSION SUMMARY DOCUMENT

A Discussion Summary is defined as a non-disciplinary summary capturing a discussion between the Employer, the Employee and/or the Union on a particular manner.

A copy of a Discussion Summary will be placed in an employee's personnel file.

Commencing September 18, 2014 any such Discussion Summaries, as set forth above, shall be treated the same as Article 26.3 of the Collective Agreement

SIGNED at the City of Winnipeg, in the Province of Manitoba this **28th** Day of **October, 2021**

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 22

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 United Fire Fighters of Winnipeg, Local 867 of IAFF (the Union) have a lengthy history related to the issue of sick leave cashout as set out in Articles 16.13 to 16.15 and Letter of Understanding 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 Letter of Understanding 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 thirty (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 their 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 Articles 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 Articles 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 cashout, 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 28th Day of October, 2021

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

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) 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.**

SIGNED at the City of Winnipeg, in the Province of Manitoba this 28th Day of October, 2021

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 24

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

RE: CONVERSION OF ONE HUNDRED PERCENT (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 one hundred percent (100%) cotton to fire resistant fabric;

AND WHEREAS the parties have agreed to delete Letter of Understanding No. 11 – 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) pairs of 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 a minimal need to replace items for at least a two (2) 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 cooperatively 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 28th Day of October, 2021

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 25

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 28th Day of October, 2021

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

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 United Fire Fighters of Winnipeg, Local 867 of IAFF 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 and 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 28th Day of October, 2021

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG
LOCAL 867 OF IAFF

LETTER OF UNDERSTANDING NO. 27

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

RE: 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

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 of 2014 to 2017;

AND WHEREAS in or about March 4, 2017, the City and the Union entered into a Letter of Agreement 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 United Fire Fighters of Winnipeg, Local 867 of IAFF, he would be placed on paid Union Leave for the duration of their term and further, that the Union would be responsible for paying forty percent (40%) of their 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 the 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 one hundred percent (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 only once.**

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 on 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 28th Day of October, 2021

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG LOCAL 867 OF IAFF

MEMORANDUM OF AGREEMENT

Between the City of Winnipeg Fire Paramedic Service (WFPS) and The United Fire Fighters of Winnipeg, Local 867 of IAFF (UFFW)

RE: PLATOON SAFETY OFFICER (PSO)/DIRECTOR OF HEALTH AND SAFETY (DOHS)

---

1. Upon reaching seniority to enter into the role of Acting District Chief/Platoon Safety Officer, candidates will be required to apply for a position in the District Chief and the Platoon Safety Officer 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. District Chief and Platoon Safety Officer 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. Platoon Safety Officer 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 District Chief or Platoon Safety Officer 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. District Chiefs will progress through their selected career stream to become eligible to act as and apply for the position of Platoon Chief.

5. Platoon Safety Officers will progress through their selected career stream to become eligible to act as and apply for the position of Director of Health and Safety. Platoon Safety Officers will be given first consideration to act as Director of Health and Safety. Platoon Safety Officers will be given first consideration to fill a vacancy for the Director of Health and Safety position, subject to the provisions of Article 9.44.

6. Platoon Safety Officers will not act as District Chief of Platoon Chief, or be considered for Platoon Chief vacancies.

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

8. **The parties agree to work cooperatively 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 28th Day of October, 2021

FOR THE CITY OF WINNIPEG

FOR THE UNITED FIRE FIGHTERS OF WINNIPEG LOCAL 867 OF IAFF

SCHEDULE A


WINNIPEG
FIRE
DEPT
UNUM CUM VIRTUTE MULTORUM
EST. 1882
WE HOLD THEE SAFE

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.