898 - Appendix "A" referred to in Clause 8 of the Report of the Executive Policy Committee dated September 13, 2000

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WINNIPEG AND
THE ASSOCIATION OF SENIOR EMERGENCY MEDICAL SERVICE OFFICERS OF WINNIPEG
(ASEMSO)

The negotiating committees for the City of Winnipeg and for the Association of Senior Emergency Medical Service Officers of Winnipeg hereby agree to and recommend acceptance of the following amendments to the 1994 - 1996 collective agreement which expired February 17, 1996.
These articles agreed to shall form part of the collective agreement

Errors and omissions excepted

GENERAL PROVISIONS

1. All provisions of the 1994 - 1996 agreement, including letter of understanding, will remain in force and effect except as amended herein.

2. The agreement will be revised wherever necessary to reflect the change in departmental structure as it relates to reporting relationships and/or any other relevant matter. It is understood that by so doing, there will be no change to the meaning or intent of the collective agreement.

3. Wherever required, the agreement will be worded appropriately to recognize ASEMSO as the certified bargaining agent.

WAGES

Effective pay period #4, 1998, and retroactive to that date, provide a general wage increase of 2.0% to all members of the bargaining unit.

Effective pay period #16, 1998, and retroactive to that date, provide a general wage increase of 1.5% to all members of the bargaining unit.

Effective pay period #4, 1999 and retroactive to that date, provide a general wage increase of 2.0% to all members of the bargaining unit.

Effective pay period #16, 1999 and retroactive to that date, provide a general wage increase of 1.0% to all members of the bargaining unit.

Effective pay period #3, 2000, provide a general wage increase of 1.0% to all members of the bargaining unit.

Effective pay period #15, 2000, provide a general wage increase of 1.0% to all members of the bargaining unit.

Effective pay period #26, 2000, provide a general wage increase of 1.5% to all members of the bargaining unit.

ADDITIONAL SALARY STEP

Effective pay period #16, 1999 and retroactive to that date, provide an additional salary step of 3% to all members of the Operations Branch, who have five (5) or more years of service.

Appendix "A" referred to in Clause 8 of the Report of the Executive Policy Committee dated September 13, 2000 (continued)

SICK LEAVE

It is agreed that members of the Association, who work twelve (12) hour shifts, shall receive the same accumulation rates of sick leave as Fire Fighters, that is one hundred and eighty (180) hours per year when the terms of the Fire Fighters provision is finalized with the UFFW. It is also understood that the payout formula for sick leave cashout will be based upon the cashout being provided at the current rates of pay and is also subject to revision subsequent to the finalization of the payout formula for sick leave, as determined by the Fire Fighter model. The cashout formula will also be adjusted to reflect the specific experience and utilization rates of ASEMSO.

Family illness - 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 his/her spouse or dependent child, parent, 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.

CONVERSION OF OVERTIME TO PENSIONABLE EARNINGS

The parties agree to implement an adjustment to mandatory overtime hours into pensionable earnings such that gross pay does not change.

The normal forty two (42) hour work week will be redistributed such that two (2) hours of the converted mandatory weekly overtime will be paid at straight time so that it will become pensionable effective pay period #16, 1999. It is understood and agreed that the costs associated with this conversion of overtime into pensionable earnings has been accommodated by the Association through a reduction in the hours of training days to a minimum of six (6) hours with an unpaid lunch period; the elimination of dry cleaning coupons; and by the decrease in uniform shirts issued from four (4) to three (3) annually.

DURATION OF AGREEMENT

Revise this clause to provide for a collective agreement commencing February 17, 1996 and remaining in effect until February 13, 2001.

NEW ARTICLE

Add a new article that states that the City will provide each member of the Association with a printed copy of the collective agreement as it is revised from time to time.

DATED: December 3, 1999

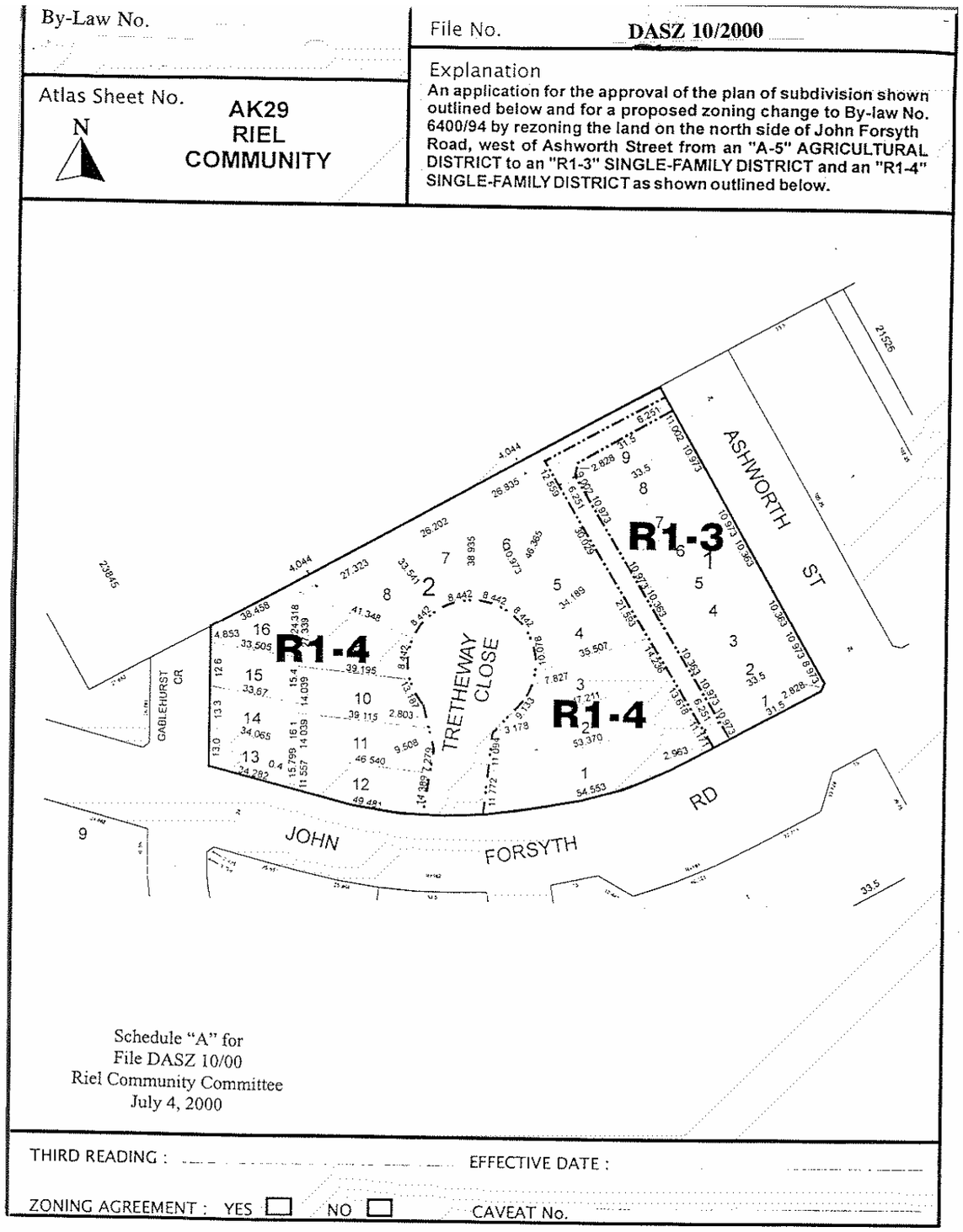
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For the City of Winnipeg

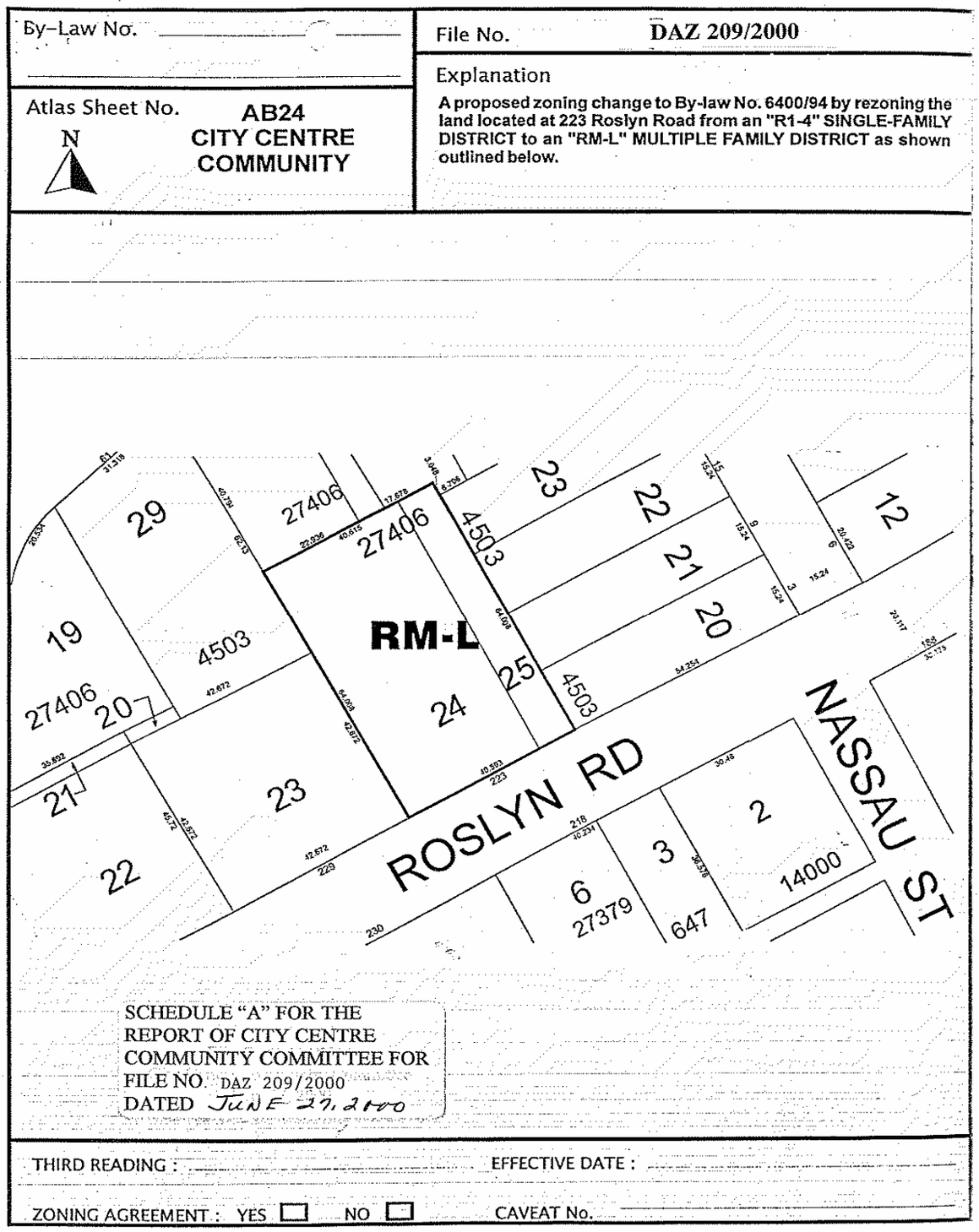
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For the Association of Senior Emergency Medical Service Officers of Winnipeg

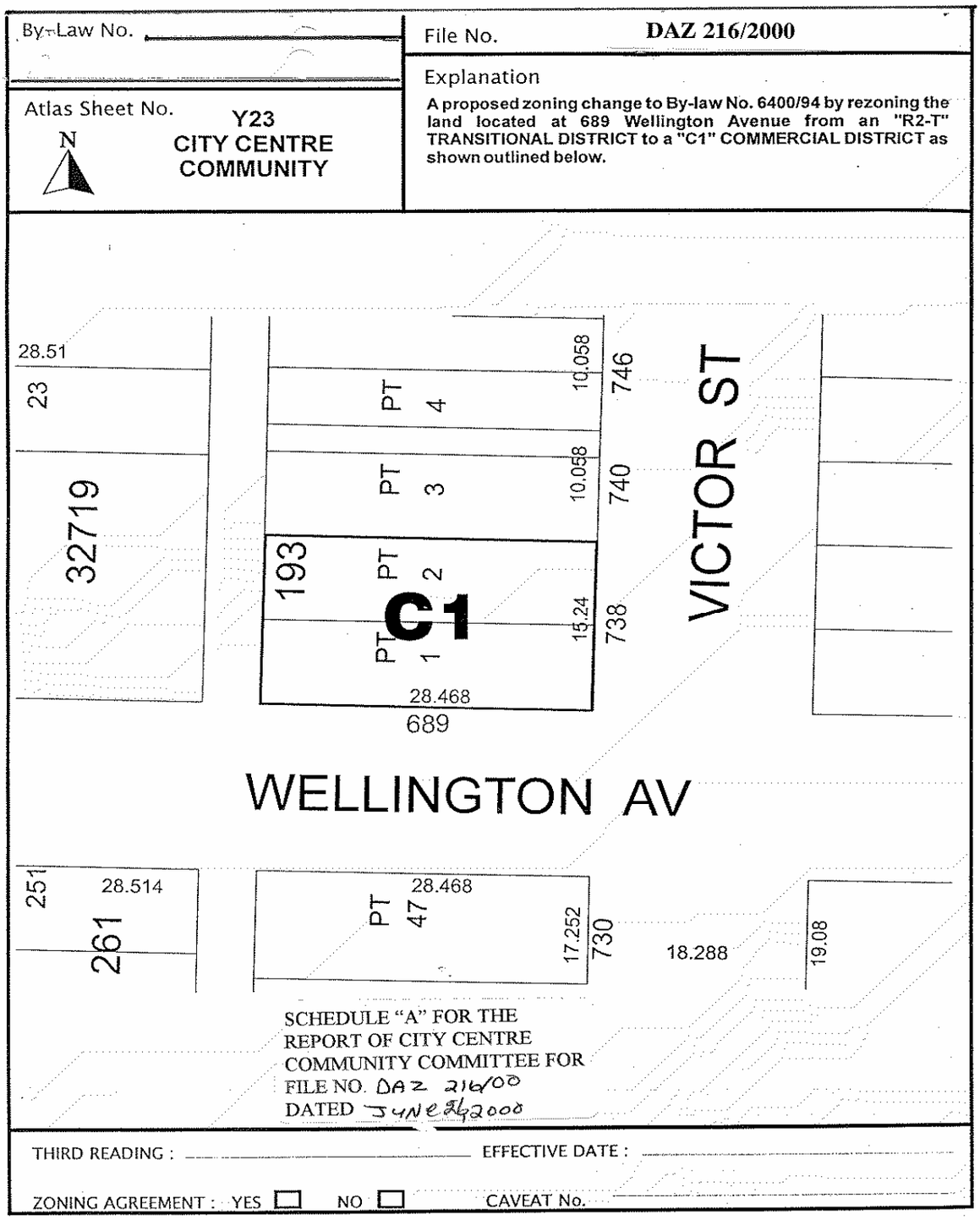
899 - Schedule "A" referred to in Clause 2 of the Report "A" of the Standing Policy Committee on Property and Development dated August 29, 2000



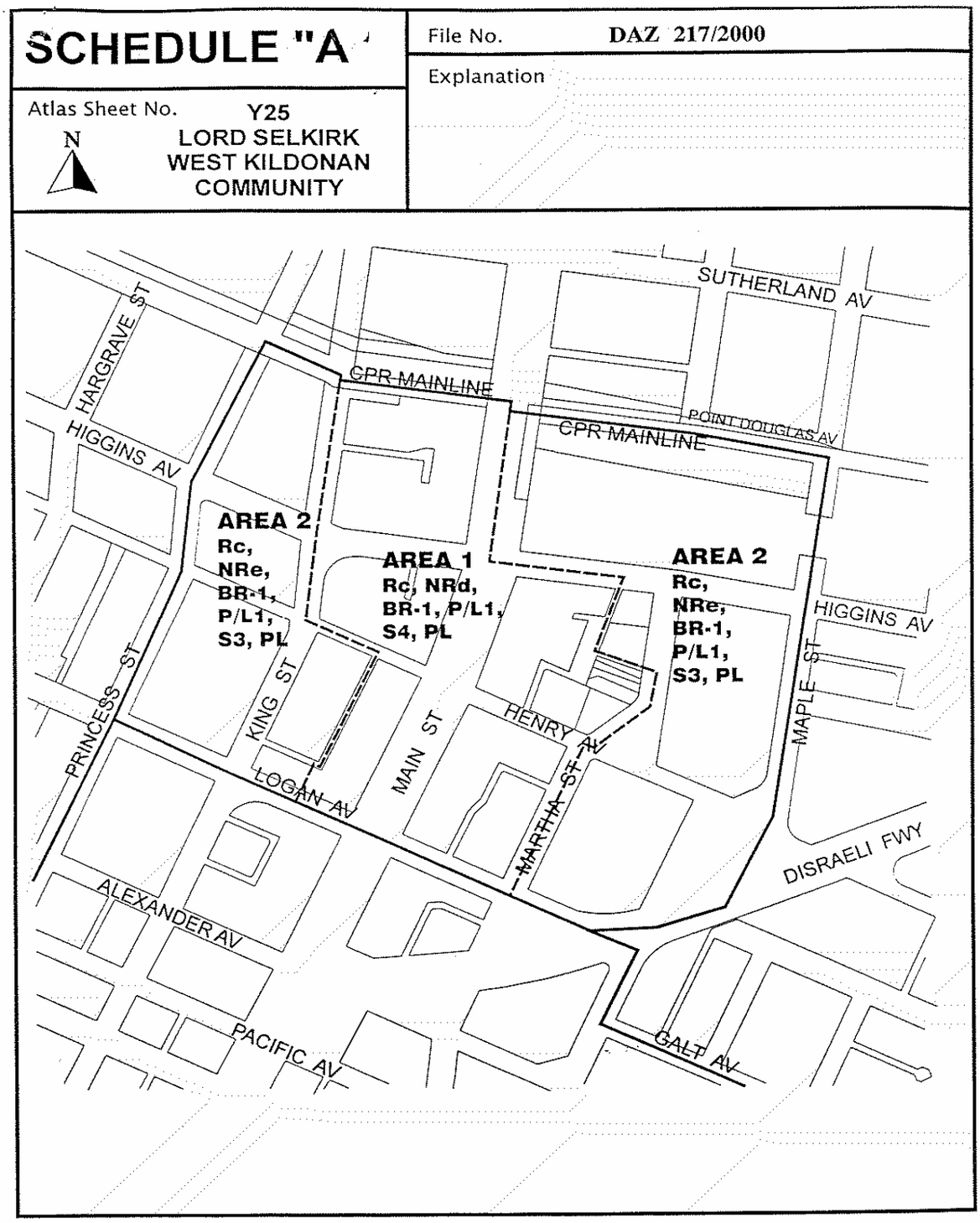
900 - Schedule "A" referred to in Clause 4 of the Report "A" of the Standing Policy Committee on Property and Development dated August 29, 2000



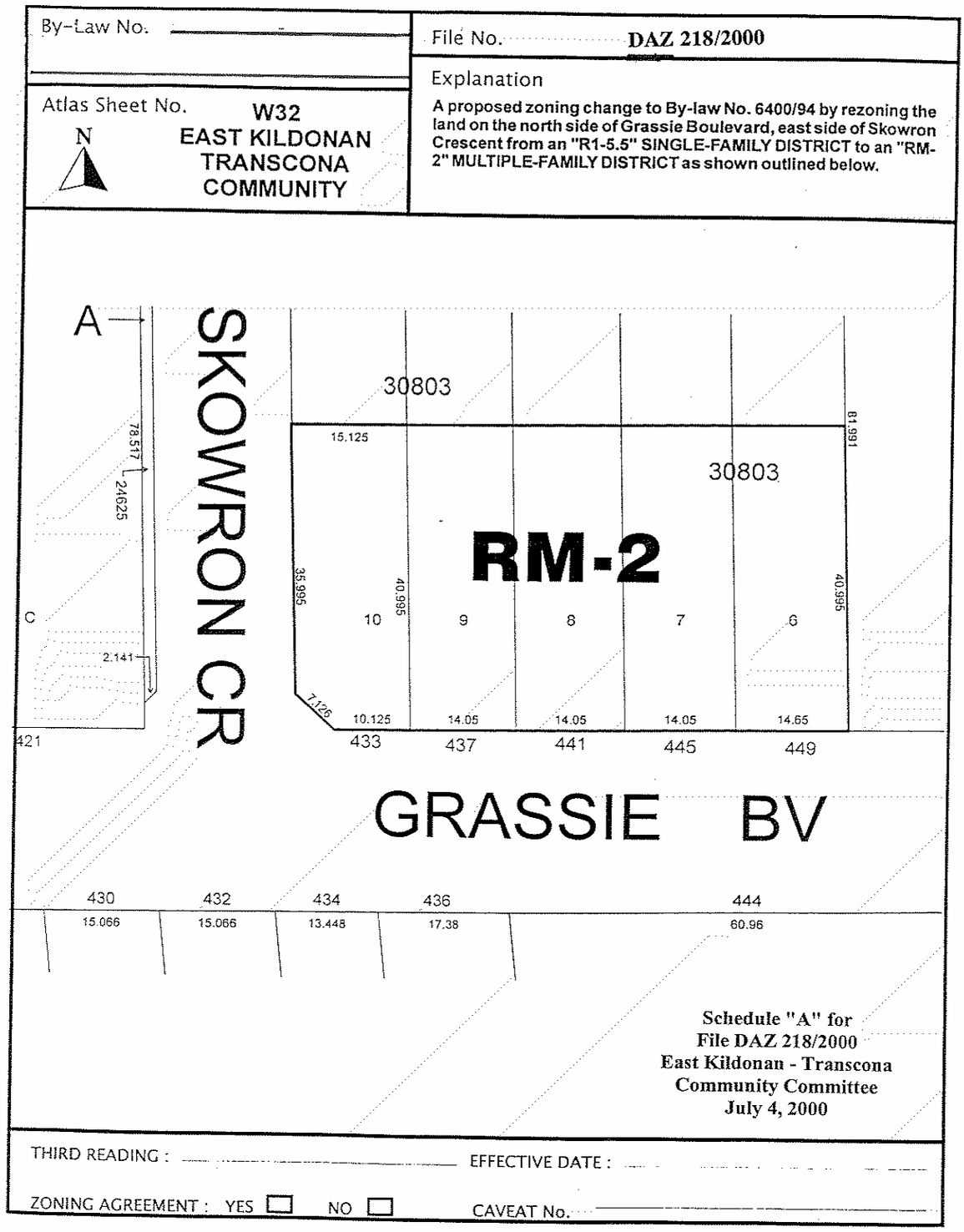
901 - Schedule "A" referred to in Clause 5 of the Report "A" of the Standing Policy Committee on Property and Development dated August 29, 2000



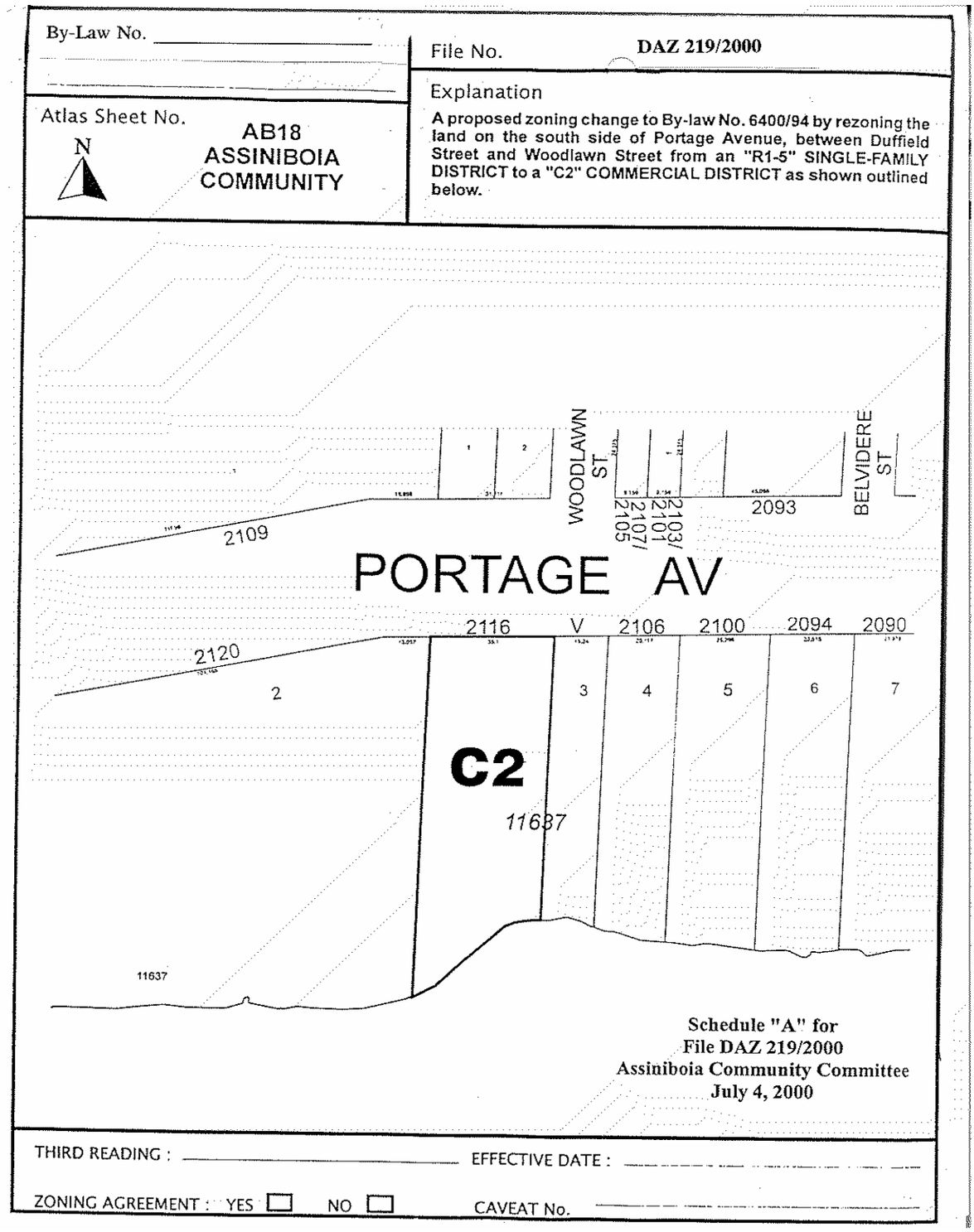
902 - Schedule "A" referred to in Clause 6 of the Report "A" of the Standing Policy Committee on Property and Development dated August 29, 2000



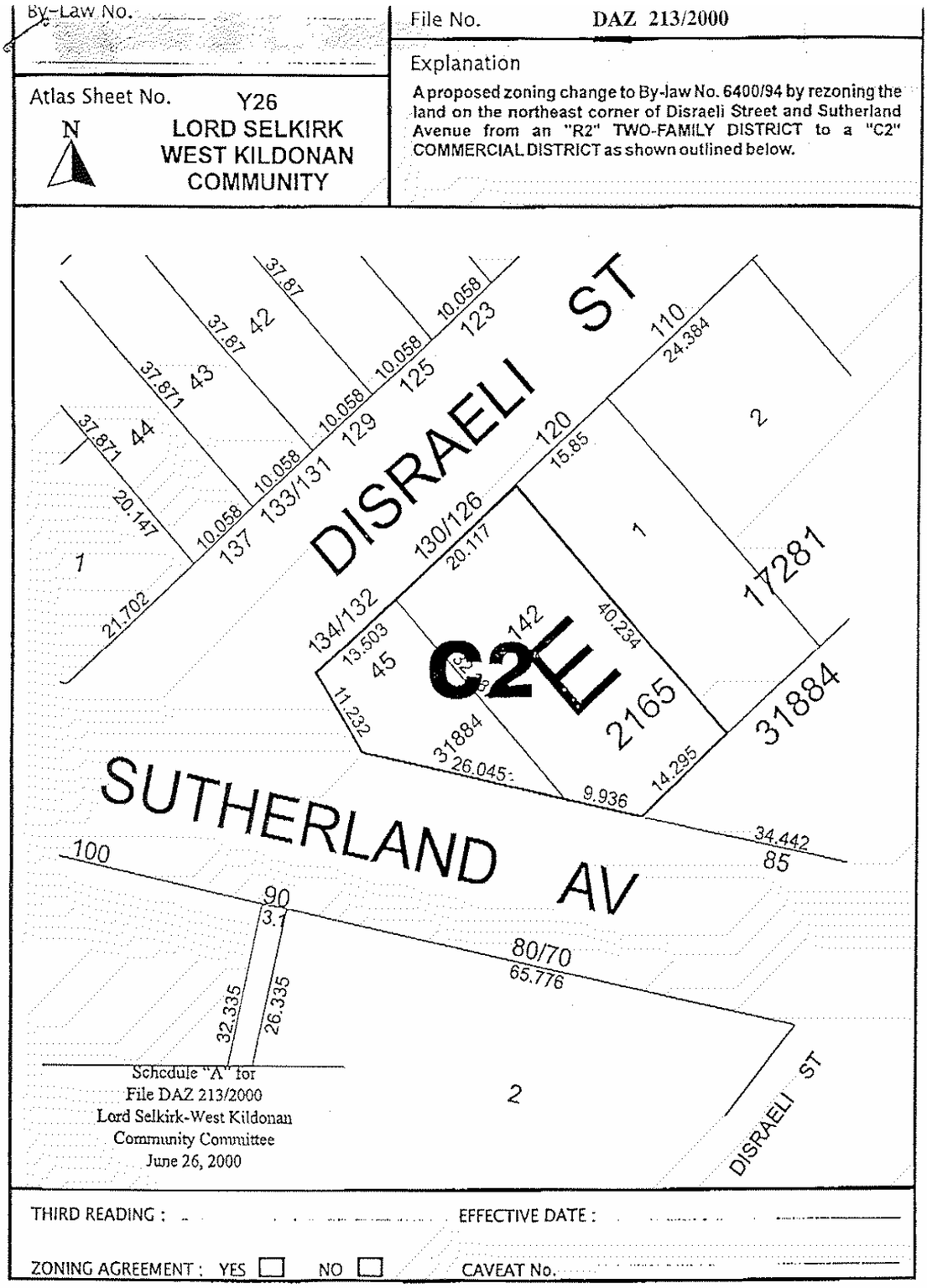
903 - Schedule "A" referred to in Clause 7 of Report "A" of the Standing Policy Committee on Property and Development dated August 29, 2000



904 - Schedule “A” referred to in Clause 8 of Report “A” of the Standing Policy Committee on Property and Development dated August 29, 2000



905 - Schedule "A" referred to in Clause 1 of the Report of the Standing Policy Committee on Property and Development dated August 31, 2000



906 - Appendix "A" referred to in Clause 1 of the Report of the Secretariat Committee dated September 19, 2000

DRAFT AMENDMENTS TO THE PROCEDURE BY-LAW

Sections 8.1C, and 8.1D. ***Cross reference these sections with Sec. 16.1 and 16.2 of the City of Winnipeg Act, which outline that only the Presiding Officer has the exclusive authority to eject any person from the Chamber (including a Member of Council) without appeal to the Chamber.***

Section 16.3: The mover of a motion referred to in Rule 16.1 shall have the right in moving the motion to explain to Council before any other member of Council speaks to the motion, why the matter has not been placed before or considered by a Committee and why the mover feels it should be dealt with at that Council meeting. The mover shall only speak on the question of why the motion should be dealt with, ***and shall take no more than three (3) minutes to do so***. *(Note: following the mover's explanation, a two-thirds vote of Council is required in order to suspend Rule 16.1.)*

Section 17.3: A notice of motion handed to the Clerk while Council is in session but not read due to adjournment shall be deemed to be given to the Council at such meeting and the Clerk shall ***deliver*** a copy thereof to each Member of Council within three (3) days after the meeting. *(Note: "mailing" the notice is no longer necessary.)*

Section 22: ***Re-number as 22.1***

Section 22.2: A motion to refer a question with instructions to a committee or a civic officer shall be deemed out of order if the mover and seconder of the referral motion with instructions have already participated in the debate on the main question.

Section 22.3: A motion to refer a question with instructions is deemed to be a substantive motion in accordance with Rule 19, and such motions are subject to the Limits of Speaking time in Rule 44.

Section 36: ***CLOSING DEBATE*** If the motion that the vote now be taken is resolved in the affirmative all debate shall cease except the mover of the motion and the movers of any amendments thereto shall each have ***five (5)*** minutes to close debate on their particular motion prior to the vote on their motion, and all further motions shall be precluded and the propositions before Council shall be put forthwith in the manner provided by Rules 31, 32 and 33. *(Note: Two changes here..1) changing the title from "Summing Up: 2) Increasing the time limit from 3 minutes to 5 minutes to close debate.)*

Section 44: On any motion, the mover shall be entitled to speak for ten minutes, and any other Member of Council shall be entitled to speak for ***eight (8) minutes***, provided that Council may on motion, without debate, permit a member to speak for a further period not exceeding ***two (2) minutes*** in addition to the regular time allowed. ***On closing debate, the mover of a motion shall be given five (5) minutes to close.*** *(Note: Speaking time increased from 5 minutes to 8 minutes. Time extension reduced from 3 minutes to 2 minutes. Closing debate speaking limit increased from 3 minutes to 5 minutes.)*

Section 47.1: When a motion is before the Council, the moving of a motion to table, to lay over, to refer to a committee or civic officer ***without instructions***, shall not be regarded as speaking to such first-mentioned motion. *(Note: Adds the words "without instructions" for greater clarity)*

Section 48: A member posing a statement of clarification pursuant to this section as a point of information shall not elaborate on, nor phrase the statement in such a way as to set out an opinion either for or against the issue at hand, and shall not state any facts except insofar as may be necessary to explain the statement. In making such a clarification a member shall not debate the matter to which the said statement refers, ***and a Member of Council making a statement of clarification may speak to the issue for not longer than two (2) minutes.*** *(Note: Specifies a time limit.)*

Appendix "A" referred to in Clause 1 of the Report of the Secretariat Committee dated September 19, 2000 (continued)

Section 51.3: ***The rules of Council shall be observed in Committee of the Whole, as far as may be applicable, except that no motion will require to be seconded, nor shall a motion for any adjournment be allowed: nor shall the number of times speaking on any question be limited.*** *(Note: Allows for a motion to "put the question" to be made in Committee of the Whole.)*

Section 53.9: Any by-law that fails to be approved by a majority vote of the Council at either first reading, second reading or third reading, shall be deemed to have been defeated by Council and the said by-law shall be immediately null and void*. (Note: this change makes it clear that once a by-law has been defeated by Council it cannot be resurrected at that Council meeting or a subsequent Council meeting as though the vote to defeat the by-law had not happened. The Standing Policy Committee of jurisdiction, at a subsequent committee meeting, may reconsider the subject matter of the defeated by-law and by motion, request City Council to authorize the City Solicitor to draft a new by-law for Council's consideration.*)

Section 55: POLICY MEETING: ***DELETE THIS SECTION.*** *(Note: This section was originally written in the late 1970's when Council was part-time and only met to consider routine business. Since the establishment of a full-time Council in 1992, numerous Special Meetings of Council are called to deal with specific policy issues (eg: Plan Winnipeg, Current & Capital Budgets, New Directions, Cuff Report, etc. This rule, has therefore, become redundant with the passage of time.)*