THE CITY OF WINNIPEG

-and-

THE WINNIPEG FIRE PARAMEDIC SENIOR OFFICERS ASSOCIATION

MEMORANDUM OF AGREEMENT

AUGUST 20, 2017 to AUGUST 31, 2021

Errors and Omissions Excepted.

City: _____

WFPSOA: _____

MEMORANDUM OF AGREEMENT
THE CITY OF WINNIPEG
and
WINNIPEG FIRE PARAMEDIC SENIOR OFFICERS ASSOCIATION
DECEMBER 12, 2017

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg and the Winnipeg Fire Paramedic Senior Officers Association (WFPSOA) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and WFPSOA agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired August 19, 2017 as follows:

A. All amendments to the Agreement will take effect upon ratification by both parties unless otherwise specifically stated.

B. All provisions of the Collective Agreement remain status quo except as specifically stated.

C. All provisions of the Collective Agreement that require amendment to reflect changes in the term of the Agreement, salary adjustments and re-numbering of articles shall be made without change to the underlying intent or meaning of those provisions.

D. The date of ratification of this Agreement shall be the first date on which both parties have ratified the Memorandum of Agreement.

2. Term of Agreement

August 20, 2017 — August 31, 2021 (48 months)

3. General Wage Increase

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

Effective August 31, 2018 – 2.00%
Effective August 31, 2019 – 2.00%
Effective August 31, 2020 – 2.00%
Effective August 31, 2021 – 2.00%

City: _____

WFPSOA: _____

4. **Article 24 – Sick Leave**

The Parties agree that the language of Article 24 will be renewed in its entirety and sick leave cash payments made in accordance with the language of Article 24.05.
The Parties further confirm the previous agreement to revise the language of Article 24 subsequent to the finalization of the payout formula for sick leave, as determined by the Fire Fighter model and adjusted to reflect the specific experience and utilization rates of WFPSOA should that occur within the term of this collective agreement or any subsequent collective agreement between the parties.

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

Article 1 – Recognition
Article 4 – Job Security
Article 5 – Association Representation
Article 6 – Grievance Procedure
Article 7 – Dismissal & Suspension
Article 8 – Arbitration
Article 11 – Probation
Article 12 – Seniority
Article 13 – Job Posting
Article 14 – Leave of Absence
Article 16 – Safety and Health
Article 17 – Personal Equipment and Uniforms
Article 18 – Hours of Work
Article 19 – Overtime
Article 20 – General Holidays
Article 22 – Jury Duty and Crown Witness
Article 25 – Training and Standards
Article 26 – Class Specifications
Article 29 – Welfare and Group Insurance
Article 30 – Civil and Criminal Liability
Article 31 – Duration of Agreement
Article 32 – Collective Agreement
New Article 37 – Staffing
New Article 38 – Lieu Tour
Appendix 1
Schedule D

6. **Memorandum of Agreement**

Amend

MEMORDANDUM OF AGREEMENT RE: Part Time Employees

7. **Letters of Understanding**

Delete:

City:

WFPSOA:

LETTER OF UNDERSTANDING RE: Lieu Tour

Revise:

LETTER OF UNDERSTANDING RE: Premium Payment

Add:

LETTER OF UNDERSTANDING RE: Maternity/ Parental Leave
LETTER OF UNDERSTANDING RE: Wellness and Fitness

8. **Salary Schedules**

Update existing titles of classifications and rates of pay in accordance with this memorandum

Agreed this 12th day of December 2017.

For the Association

Marc Savard
President
WFPSOA

For the City of Winnipeg

John H. Dawson
Senior Labour Relations Officer
City of Winnipeg

City:

WFPSOA:

APPENDIX 1

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

ARTICLE 1 – RECOGNITION

1.01 This Agreement is entered into between the City of Winnipeg (hereinafter referred to as "the City") and the Winnipeg Fire Paramedic Senior Officers' Association (hereinafter referred to as "the Association"). The Association shall be the exclusive and full bargaining agent for all employees of the EMS Division of the Winnipeg Fire Paramedic Services (hereinafter referred to as "the **Service**") who are Supervisors, Assistant Supervisors, and Training Officers. **[2017]**

1.03 Plural or Feminine Terms – whenever the singular or masculine is used in this Agreement, it shall be considered as if plural or feminine has been used where the context of the party or parties hereto so require. **Whenever a noun, pronoun, or adjective indicating gender or sex is used, it shall be considered to apply to and deemed to include any person regardless of gender identity or sexual orientation. [2017]**

1.04 Unless otherwise defined within a specific Article of this collective agreement, the Parties agree to the following definitions:

a) Permanent position

A WFPSOA bargaining unit position within the permanent establishment of the Winnipeg Fire Paramedic Service as determined by City Council. [2017]

b) Permanent Employee

An employee who holds a permanent position after completing Probationary Employee period described in 11.01 or after completing the initial suitability period in 11.02 [2017]

c) Probationary Employee

A new employee who holds a position but has not completed the twelve (12) month probationary period outlined in Article 11.01. [2017]

d) Temporary Employee

Any employee who does not hold a permanent position and who is hired for any assignment of duty or project subject to the terms and conditions of this collective agreement. [2017]

City: _____

WFPSOA: _____

e) Part-Time Employee

An employee who holds a position and is required to work on a regularly scheduled basis but as a rule less than forty (40) hours per week. [2017]

f) New Employee

An employee hired from outside of the Civic Service into a permanent or temporary position. [2017]

g) Calendar Year

A year commencing on January 1st and ending on December 31st. [2017]

h) Working Day

A calendar day excluding a Saturday, Sunday, and any general holiday as defined in Article 20. [2017]

ARTICLE 4 – JOB SECURITY

4.01 No other employees of the ~~**Department**~~ **Service** shall perform any regularly scheduled work that is normally performed by those persons in the bargaining unit~~., except in any of the following circumstances:~~ **Non-bargaining unit employees may be placed in bargaining unit positions or perform bargaining unit work as outlined in Article 37.**

Notwithstanding the above, if subject matter expertise does not exist within the bargaining unit, the Service may use a non-bargaining unit employee or a contractor to deliver specific training requirements. If the Service is developing subject matter expertise, the bargaining unit will be offered first opportunity. [2017] ~~except in any of the following circumstances:~~

~~a) Positions may be filled on an "acting" basis without a bulletin for a period not normally to exceed six (6) months. Where such an acting appointment does exceed six (6) months and where the City has good reason to believe that the situation will continue beyond a further three (3) months, the vacancy shall be bulletined. The City will do all that it is reasonably able to do to keep any extensions of the first six (6) months to a minimum.~~

~~b) Where a casual and unpredicted vacancy occurs as a result of a WFPSOA member booking off due to illness or other leave. In such instances, the following general rules shall apply:~~

~~i) If the total number of available WFPSOA members and members from MGEU and CUPE exceeds the number necessary to fill required positions, a qualified member from MGEU or CUPE, if available, will be moved up to fill the vacancy on an acting basis.~~

City: _____

WFPSOA: _____

~~ii) If there are no qualified MGEU or CUPE members available, then a WFPSOA member shall be called in on overtime to fill the vacancy.~~

~~iii) If the total number of available WFPSOA members and members from MGEU and CUPE does not exceed the number necessary to fill required positions, then a WFPSOA member shall be called in on overtime to fill the vacancy.~~

~~iv) When a casual vacancy occurs in a position in the MGEU or CUPE bargaining unit and the total number of available WFPSOA members and members from MGEU and CUPE does not exceed the number necessary to fill required positions, a member from MGEU or CUPE shall be called in to fill the vacancy, and any member from MGEU or CUPE scheduled to act in a WFPSOA position shall remain in that position.~~

~~v) When a casual vacancy occurs in a position in the MGEU or CUPE bargaining unit and the total number of available WFPSOA members and members from MGEU and CUPE does not exceed the number necessary to fill required positions, but no member from MGEU or CUPE is available for overtime, any member from MGEU or CUPE acting in a WFPSOA position will be returned to their position and a WFPSOA member shall be called in on overtime.~~

~~c) Non-bargaining unit employees may be placed in bargaining unit positions or otherwise assigned to perform bargaining unit work in order to address specific training requirements for the Department Service or where such experience may be necessary for current or future licensure or accreditation requirements provided the working hours of the Bargaining Unit members are not affected.~~

ARTICLE 5 – ASSOCIATION REPRESENTATION

5.02 The Association shall designate, and the City shall recognize, ~~two (2)~~ **four (4)** members who are employees of the City covered by this Agreement and they shall constitute a Negotiation Committee. The function of such a Committee shall be to meet with City Representatives for the purpose of negotiating amendments or a renewal of this Collective Agreement. **[2017]**

ARTICLE 6 – GRIEVANCE PROCEDURE

~~STEP 3: Referral to Arbitration~~

~~The parties agree that where satisfactory settlement is not reached in Step 2, the grievance may be processed further either under Step 3-A or under Step 3-B.~~

~~Step 3-A~~

~~The parties agree, that for the purposes of expediting the final resolution of grievances, they may rely on the following procedures, or on the expedited arbitration procedures of the Labour Relations Act.~~

City:

WFPSOA:

~~a) Failing satisfactory settlement of the grievance, either party may, within forty (40) days from the date the decision pursuant to the hearing at Step 2 of Article 6, refer the grievance to arbitration. The party making such referral shall notify the other party by registered mail or by any other agreeable method.~~

~~b) Where arbitration is proceeded with on an expedited basis in accordance with this Article, the parties agree to the use of a single arbitrator who shall be selected by mutual consent. In the event the parties cannot agree on a single arbitrator within twenty (20) working days, the arbitration will revert to a three (3) person board in accordance with Article 8.~~

~~Step 3-B~~

~~Failing satisfactory settlement being reached in Step 2, the Association shall, within forty (40) calendar days from the date the decision pursuant to the hearing at Step 2 of Article 6, refer the grievance to arbitration in accordance with Article 8.~~

STEP 3: Referral to Mediation

Failing satisfactory resolution of the grievance the Association or City may request written agreement of the other party to refer the matter to grievance mediation by way of joint application under section 129(1) of the Labour Relations Act. Such agreement will not be unreasonably withheld. [2017]

In the event mediation is accessed, the parties agree that:

i. after grievance mediation, the matter has not been resolved to the satisfaction of both parties, or

ii. where a date for mediation cannot occur within sixty (60) calendar days of application,

the grievance may be processed further either under Step 4-A or under Step 4-B. [2017]

STEP 4: Referral to Arbitration

Step 4-A

The parties agree, that for the purposes of expediting the final resolution of grievances, they may rely on the following procedures, or on the expedited arbitration procedures of the Labour Relations Act. [2017]

a) Failing satisfactory settlement of the grievance, either party may, within forty (40) days from the date the decision pursuant to the hearing at Step 2 of Article 6, refer the grievance to arbitration. The party making such

referral shall notify the other party by registered mail or by any other agreeable method. [2017]

b) Where arbitration is proceeded with on an expedited basis in accordance with this Article, the parties agree to the use of a single arbitrator who shall be selected by mutual consent. In the event the parties cannot agree on a single arbitrator within twenty (20) working days, the arbitration will revert to a three (3) person board in accordance with Article 8. [2017]

Step 4-B

Failing satisfactory settlement being reached in Step 2, the Association shall, within forty (40) calendar days from the date the decision pursuant to the hearing at Step 2 of Article 6, refer the grievance to arbitration in accordance with Article 8. [2017]

6.02 The time limits specified within Article **6 are mandatory. A time limit** may be varied by the mutual consent of the parties **provided that the request to vary the time limit is made in writing to the other party within the time limit stipulated. Agreement to extend the time limits shall not be unreasonably withheld. [2017]**

ARTICLE 7 – DISMISSAL AND SUSPENSION

7.01 The City may discharge or discipline any employee provided there is sufficient and just cause. A claim by an employee that he has been discharged or suspended without sufficient and just cause shall be treated as a grievance **beginning at STEP 2**, and filed in accordance with Article 7.04. In all cases of discipline or discharge the Service shall provide reasons, in writing, for such discharge or suspension to the employee and the Association prior to the commencement of the suspension or discharge. **[2017]**

7.03 An employee may be held out of service with pay pending an investigation. ~~If~~ **Once the result of the investigation is shared with the employee and** disciplinary action is contemplated, **the employee may be held out of service without pay pending the City's decision on disciplinary action.** ~~and he~~ **The employee** can meet with the Fire and Paramedic Chief or designate in the presence of an Association representative. **[2017]**

The Service shall take all reasonable steps to conduct the investigation expeditiously and to avoid any undue delays in completing such investigations.

7.04 A claim by an employee that he has been ~~discharged or suspended~~ **disciplined** without sufficient and just cause shall be treated as a grievance **beginning at STEP 2** ~~and a written statement of such grievance signed by the employee shall be filed~~ as follows:

~~a) If a hearing was conducted prior to the employee being discharged or suspended, the matter will be referred to arbitration and the parties shall follow the process set out in Step 3 of Article 6.01. Such a hearing need not take any~~

City: _____

WFPSOA: _____

~~particular form so long as the employee is provided with an opportunity to respond to any allegations which lead to the discipline. Any such grievance must be filed within forty (40) calendar days of the effective date of suspension or discharge.~~

Where a disciplinary penalty (excluding termination of employment) has been imposed on an employee, and a grievance is filed, the grievance shall follow the process outlined in Article 6 beginning at STEP 2. [2017]

b) ~~if a hearing was not conducted prior to the employee being discharged or suspended, the matter will be referred to the Fire and Paramedic Chief as in Step 2 of Article 6.01.~~

Where the disciplinary penalty of termination of employment has been imposed on an employee, and a grievance is filed, the grievance shall be heard by the Chief Corporate Service Officer following the process outlined in Article 6 beginning at STEP 2. [2017]

Such grievances may be settled:

a) by confirming management's actions; or

b) by reinstating the employee with full compensation for lost earnings and benefits; or

c) by any other arrangement which is just and equitable in the opinion of the parties, or single arbitrator, or board of arbitration.

ARTICLE 8 – ARBITRATION

8.01 The party who wishes to submit a matter to arbitration shall notify the other party of intentions to do so within the **mandatory** time limits so specified in Article 6.01 **and subject to Article 6.02. [2017]**

The parties at this stage may agree upon a single arbitrator where mutually acceptable, otherwise the party initiating the arbitration shall notify the other party of the name of its Nominee to a Board of Arbitration.

ARTICLE 11 – PROBATION

11.01 ~~Any~~ **A new** employee engaged by the Winnipeg Fire Paramedic Service into a WFPSOA position, who comes from outside the Civic Service shall serve a probationary period of twelve (12) months. A Probationary Employee may be terminated at the discretion of the Chief provided such termination is not done in an arbitrary or discriminatory manner and only the question of whether it was done in an arbitrary or discriminatory manner may be grieved or arbitrated under this Collective Agreement. **[2017]**

City: _____

WFPSOA: _____

~~An employee promoted within the Department or hired from within the Civic workforce shall serve a six (6) month probationary period, and if permitted by the applicable Collective Agreement, shall retain seniority rights in the position he held immediately prior to such promotion for a period of six (6) months. Such employees may be returned to their former position at the discretion of the Service, or at the request of the employee without loss of seniority provided the Collective Agreement governing the previous position permits such return.~~

~~11.02 No employee covered by this Agreement shall be required to serve more than one (1) probationary period.~~

~~11.03 All employees shall be designated as probationary employees during the first six (6) months of their employment and, not withstanding any other provisions of this Agreement, the City shall have the exclusive right to discharge probationary employees within the first six (6) months of their employment.~~

11.02 Suitability Period

a) **An employee promoted from within the Civic Service shall serve a six (6) month suitability period. An employee who is found unsuitable by the Service during the suitability period may be returned to their former position at the discretion of the Service. [2017]**

b) **An employee promoted from within the bargaining unit shall serve a six (6) month suitability period. An employee who is found unsuitable by the Service during the suitability period will be returned to their former position. An employee within the first sixty (60) calendar days of their suitability period may request to be returned to their former position. [2017]**

11.03 No employee covered by this Agreement shall be required to serve more than one (1) probationary period. [2017]

ARTICLE 12 – SENIORITY

12.01 Definitions

a) Classification Seniority

Shall be defined as the date on which an employee entered a classification and has held continuous employment in that classification.

b) Bargaining Unit Seniority

Shall be defined as the date**, established as per Article 12.02,** on which an employee became employed in a position that is covered by this Collective Agreement and has subsequently remained in that position or in other positions covered by the Agreement. **[2017]**

City: _____

WFPSOA: _____

c) Departmental Seniority

Shall be defined as the date from which an employee has remained in continuous employment of the Winnipeg Fire Paramedic Service or its predecessor Departments.

d) Civic Seniority

Shall be defined as the date from which an employee has been in continuous employment with the City of Winnipeg.

~~**e) Permanent Employee**~~

~~Means an employee who has completed a twelve (12) month probationary period if hired from outside the Civic workforce and six (6) months if hired from within the Civic workforce.~~

~~**f) Temporary Employee**~~

~~Means any full or part-time employee of the City who is hired for any assignment of duty or project scheduled for termination in due course, or who is occupying any position not within the permanent establishment determined by City Council. Such positions shall include temporary assignments during periods of transition and change where upon completion of the assignment, the employee shall retain a right to return to his former or equivalent position.~~

~~Where the Service engages temporary employees, it may consider recommendations from the Labour Management Committee in determining whether a temporary position is to be continued, deleted or made permanent.~~

~~**g) Part-time Employee**~~

~~Means a Temporary employee who is required to work on a regularly scheduled basis but as a rule less than forty (40) hours per week and who has completed a twelve (12) month probationary period if hired from outside the Civic workforce and six (6) months if hired from within the Civic workforce.~~

12.02 Establishing a Seniority Date

An employee who is hired or awarded an initial permanent position shall acquire a seniority date after completing the probationary period as outlined in Article 11.01 or the initial suitability period outlined in Article 11.02. After completing the specified period such an employee shall be regarded as a permanent employee and the Winnipeg Fire Paramedic Service shall calculate his seniority from the date of hire into the initial permanent position. [2017]

~~A new employee shall acquire seniority status after he has completed the probationary period as may be applicable in his case. After completing the probationary period such an employee shall be regarded as a permanent employee and the Winnipeg Fire~~

~~Paramedic Service shall calculate his seniority from the date of hire with the Service or its predecessors.~~

~~Predecessors shall be any ambulance service operating within the City limits of Winnipeg who was prevented from continuing business as a result of By-Law No. 995-75, passed by City of Winnipeg Council.~~

12.03 When two (2) or more employees are hired on the same day their position on the Seniority List shall be determined using the following sequence:

a) Department start date
b) Civic start date
c) The lower number when comparing the last three digits of ~~both~~ the employees social insurance numbers

[2017]

~~When two (2) or more employees are hired on the same day their position on the Seniority List shall be determined by the alphabetical sequence of the employee's surname at the time of entry into the bargaining unit.~~

~~**12.10** In the event of a lay off the employees that are declared redundant and the Association Committee shall be given thirty (30) working days advance notice in writing.~~

~~**12.11** For the purpose of lay off (meaning herein and elsewhere in this Article lay off from employment or transfer due to lack of work) an employee shall exercise his seniority as follows:~~

~~a) The least senior employee in the classification shall be the first laid off or transferred.~~

~~b) An employee declared surplus in his classification may displace a less senior employee in another classification provided he is qualified to perform the work.~~

~~d) An employee given notice of lay off may elect not to exercise his rights defined in Paragraph (b) above but to accept lay off and retain seniority only in his lay off classification.~~

12.10 For the purpose of identifying employees for a lay off (meaning herein and elsewhere in this Article lay off from employment or transfer due to lack of work) an employee shall exercise his seniority as follows:

a) The least senior employee in the classification shall be the first laid off or transferred. [2017]

b) An employee declared surplus in his classification may displace a less senior employee in another classification provided he is qualified to perform the work. [2017]

City: _____

WFPSOA: _____

c) **The Service shall provide thirty (30) working days advance notice in writing to the affected employee(s) and to the Association before proceeding with a layoff. [2017]**

d) **An employee given notice of lay off may elect not to exercise his rights defined in Paragraph (b). The employee will accept lay off and will retain his classification seniority. [2017]**

12.11~~2~~ If the Service increases the number of staff in positions covered by this Agreement while employees are on lay off, it shall recall the laid off employee with the greatest amount of seniority to fill the vacancy within the classification from which he was laid off or to a classification in which he is qualified.

An employee retaining seniority rights only in his classification as defined in Article 12.1**0(d)**~~3(c)~~ above shall only be recalled to that classification. **[2017]**

12.12~~3~~ An employee who has exercised his seniority in the manner defined by Article 12.**11~~2~~** shall have the right to return to his former classification before a new employee is hired into it or any other employee is transferred into it. An employee who fails to exercise the aforementioned right shall lose all recall to his former classification in which he refused recall. **[2017]**

12.13~~5~~ An employee laid off due to staff reductions shall, when laid off, file his address with the Department and thereafter keep the Department and the Association informed of any change of address. An employee must give notice within five (5) days that he will return to the Department after notice to return to an assignment has been received. An employee shall forfeit all seniority if he does not return to the Department within fourteen (14) days after notice unless a leave of absence is obtained. Notice shall be sent by registered mail to the last address filed with the Department with a copy to the Association. **[2017]**

ARTICLE 13 – JOB POSTING

13.01 When filling **vacant** ~~vacancies~~ or new positions within the bargaining unit, emphasis will be placed on skills, merit and ability as they relate to the position being filled. Where two (2) or more applicants are equal in skills, merit and ability then the most senior qualified applicant **holding a permanent position within the bargaining unit** will be appointed. **[2017]**

13.02 Except during a time when qualified employees are on lay off, or except as specified in Article **12.12~~3~~**, all vacancies within the bargaining unit shall be posted for ten (10) working days to allow **qualified** employees to make application for such jobs. **For a posted position listed within Appendix 1 Group A, the most senior qualified applicant holding a permanent position in Appendix 1 Group A shall be awarded the posted position. This does not preclude the Service from concurrently posting the vacancy and considering applicants from within the Civic Service and / or external candidates. [2017]**

City: _____

WFPSOA: _____

13.03 Employees from other bargaining units or outside the civic service awarded bulletined positions shall be assigned to the job classification and minimum salary rate effective the date they assume responsibility and duties of the position. The Chief or designate may decide that a salary rate in excess of the minimum is warranted, provided the decision is not arbitrary or unreasonable.

Members who are awarded a position within the bargaining unit that does not constitute a promotion, shall be placed on the salary scale of that position at the step in the range, closest to his or her current hourly rate that does not represent a decrease in hourly rate, or to the maximum hourly rate, whichever is less. See Appendix 1.

In the case of a member promoted to another position within the bargaining unit, the member shall be placed on the salary scale of the higher position such that it represents an increase of at least five percent (5%) of his or her current hourly rate, or to the maximum step, whichever is less. See Appendix 1.

When ~~a~~**an** ~~permanent~~ appointment to a **permanent** position is continuous with a period of temporary assignment to that position, that being that there is no interruption from the time of the temporary assignment to the time of the ~~permanent~~ appointment **to the permanent position**, the time accumulated during the temporary assignment will be taken into account for the purposes of determining annual increments**, and where applicable, to establish a seniority start date as per Article 12.02. [2017]**

13.04 Copies of bulletins will be **sent electronically** furnished to the duly accredited Association Representatives. **[2017]**

13.05 When more than one (1) vacancy or new position exists at the same time, employees shall have the right to bid on any or all ~~stating preference.~~ **postings. [2017]**

~~13.06 An employee bidding on more than one (1) vacancy shall indicate the order of his preference.~~

13.06~~7~~ If, within a period of sixty (60) **calendar** days from the date of award, the employee who was awarded the vacancy ~~withdraws for personal reasons~~ **exercises their right under 11.02 (b)**, or is awarded another vacancy bulletin, a qualified applicant to the original bulletin may be selected without a further bulletin being issued. **[2017]**

13.07~~8~~ An employee absent with permission from his assigned base shall ~~have his name automatically entered as a bid for any vacancy that arises during his absence. To be verified within forty-eight (48) hours of his return to work~~ **be notified of any posting within the bargaining unit via the employee's City email account. [2017]**

13.08~~9~~ It will not be necessary to bulletin a position where it is mutually agreed between the City and the Association that, because of extenuating circumstances, a bulletin is not appropriate.

13.09~~10~~ It shall not be necessary to bulletin a position which has been assigned a higher salary level as a result of reclassification to the benefit of the incumbent.

City: _____

WFPSOA: _____

~~13.11 It will not be necessary to bulletin a new temporary position for a period that will not normally exceed six (6) months, where the City has a specific need for a particular skill set that an existing employee possesses. In such a case, the City may "second" that employee to fill that position. The City may extend the period for a further three (3) months only with the Association's consent, which will not be unreasonably denied. If the position continues beyond nine (9) months, then the position shall be bulletined. The City will do all that it is reasonably able to do to keep any extensions of the first six (6) months to a minimum.~~

ARTICLE 14 – LEAVE OF ABSENCE

14.05 Maternity Leave

2. Plan B

c) A pregnant employee who qualifies for Maternity Leave under Plan B shall receive the following maternity allowance:

i) For the first ~~two (2) weeks~~ **week** the employee shall receive ninety-three percent (93%) of her weekly rate of pay. **[2017]**

ARTICLE 16 – SAFETY AND HEALTH

16.04 A Safety Committee consisting of one (1) member each from the Department and the Association shall meet ~~monthly~~ **a minimum of six (6) times per year**. This Committee shall make recommendations to the Department and the Association as to policies and conduct in respect of safety and health matters brought to their attention through sickness and accident reports, safety inspections, correspondence and other means at their disposal. **Worker members assigned to the committee shall be provided time off from regular duties without loss of pay in order to attend meetings or carry out committee functions. Committee functions shall be assigned by the mutual agreement of the co-chairs. Members attending committee meetings or conducting committee work (other than training or education) during other than their scheduled work hours shall be compensated at straight time for all meetings and assigned work with one additional hour prior to, and one additional hour after, added to the total time for the purposes of such compensation for committee activities. [2017]**

ARTICLE 17 – PERSONAL EQUIPMENT AND UNIFORMS

~~**Effective January 1, 2014 the Letter of Understanding Re: Clothing Entitlement – Point System is deleted and the provision of clothing will revert back to Article 17 amended as follows:**~~

17.01 Dress Uniforms and Identifiers

The following items shall be provided, maintained and paid for by the City for each employee at no expense to the employee.

City: _____

WFPSOA: _____

Dress Uniform (maximum one [1] replacement every seven [7] years, replenished on an as required basis subject to approval by the second removed supervisor. These items have no cash value):

One (1) dress tunic with WFPS flashes

One (1) pair of dress trousers

One (1) white dress shirt with WFPS flashes

Two (2) Breast Badge One (1) Name Tag

One (1) shirt tie One

(1) Oxford Dress shoes

Equipment Issue

One (1) Employee Identification Access Card (EIAC)

Replacement subject to corporate administrative standard.

On appointment to a temporary position or assignment an employee will only be issued ~~two (2) breast badges~~, **one (1) breast badge** ~~one (1) white dress shirt with WFPS flashes~~ and one (1) name tag. **[2017]**

17.02 Personnel assigned to Field Operations roles

The following items **will** be provided **on an as required basis**, maintained and paid for by the City for each employee ~~assigned to a position in field operations~~ at no expense to the employee:

a) two (2) pairs of cargo pants with reflective stripe per year (Superintendent may substitute for dress pants)
b) one (1) pair of black department approved contract footwear per one (1) year period
c) two (2) pairs of black leather winter lined gloves per year
d) three (3) permanent press dark blue uniform shirts with WFPS flashes per year (five [5] first year)
e) one (1) pair of winter lined boots ~~(as required)~~ – maximum one (1) per two (2) year period
f) one (1) multi-season jacket ~~(as required)~~ **with identifiers** - maximum one (1) every five (5) year period
g) two (2) dark blue ties ~~(as required)~~
h) one (1) toque ~~(as required)~~ - maximum one (1) per year
i) one (1) Uniform Sweater ~~(as required)~~ - maximum one (1) every two (2) year period. **The employee is to identify if they require a lined or unlined Uniform Sweater.**
j) one (1) pant liner ~~(as required)~~ - maximum one (1) every four (4) year period
k) three (3) pairs of epaulettes ~~(as required)~~
l) one (1) dress belt ~~(as required)~~ – maximum one (1) every three (3) years.

City: _____

WFPSOA: _____

m) **one (1) tactical vest – maximum one (1) every three (3) years.**
n) **one (1) baseball cap – maximum one (1) per year**

On appointment to a temporary position or assignment, an employee will only be issued items in sections 17.02 d) (five shirts), ~~g)~~, i), and k). **[2017]**

17.03 Personnel to non-Field Operations roles

The following items **will** be provided **on an as required basis**, maintained and paid for by the City for each employee ~~assigned to a position other than field operations~~ at no expense to the employee:

a) two (2) pairs of dress pants per year (Training Inspectors may substitute for cargo pants with reflective stripe)
b) one (1) pair of black department approved contract footwear per one (1) year period
c) two (2) pairs of black leather winter lined gloves per year
d) three (3) permanent press dark blue uniform shirts with WFPS flashes per year (five [5] first year)
e) one (1) multi-season jacket ~~(as required)~~ - maximum one (1) every five (5) year period
f) two (2) dark blue ties ~~(as required)~~
g) one (1) Uniform Sweater ~~(as required)~~ - maximum one (1) every two (2) year period **The employee is to identify if they require a lined or unlined Uniform Sweater.**
h) three (3) pairs of epaulettes ~~(as required)~~
i) one (1) fleece jacket with WFPS identifier ~~(as required)~~ - maximum one (1) every (5) year period
j) one (1) dress belt ~~(as required)~~ – maximum one (1) every three (3) years.
k) **One (1) baseball cap – maximum one (1) per year**

On appointment to a temporary position or assignment an employee will only be issued items in Sections 17.03 d) (five shirts), ~~**f)**~~ g), ~~**and**~~ h) **and j). [2017]**

17.04 The following items **will** only be **provided on as required basis** to Superintendent, Medical Supervisor and Training Inspector (~~as required,~~ subject to Supervisor approval):

One (1) Stethoscope

One (1) Flashlight

One (1) pair trauma scissors

One (1) duty belt (inner and outer assembly with keepers)

One (1) Radio pouch

One (1) Microphone holder

One (1) Cell phone pouch

One (1) flashlight pouch

City: _____

WFPSOA: _____

One (1) equipment pouch

One (1) QB2 Hearing Protector

One (1) pair protective glasses with case

One (1) PPE Respiratory Mask – fitted

One (1) drug pouch

One (1) equipment bag

~~**17.08 All clothing shall be requisitioned by a date(s) designated by the Service which will be between January 1st and November 25th of each year.**~~

~~**17.089 Employees who do not requisition clothing specified in 17.02 (a) to (d) or 17.03 (a) to (d) by the date stated in Article 17.08 shall be entitled to a fifty percent (50%) cash rebate based on the current bid opportunity contract price of the specified item.**~~ **Items** ~~identified as 'as required'~~ **required before identified timelines are subject to approval by** ~~**the second removed**~~ **the employee's immediate supervisor [2017]**~~and these items have no cash value.~~

17.09 Employees who are in temporary positions or assignments may be provided with additional uniform items on an as required basis subject to approval by the employee's immediate supervisor. [2017]

ARTICLE 18 – HOURS OF WORK

18.01 b) The shift cycle will consist of four (4) weeks of forty-eight (48) hours of work per week, followed by four (4) weeks of thirty-six (36) hours of work per week, to a total of three hundred and thirty-six (336) hours, or an average of forty-two (42) hours of work per week, over an eight (8) week period. Biweekly pay records shall show regular hours of eighty-four (84) hours per pay period. A premium for scheduled hours in excess of forty (40) hours per week shall be ~~paid according to Article 19.01~~ **provided as a Lieu Tour as per Article 38.01. [2017]**

c) Employees transferred between platoons and/or branches, and who work in excess of the three hundred and thirty-six (336) hours in 18.01(b) (above) shall be compensated in accordance with Article ~~19.02~~**19.01**. **[2017]**

18.03 The hours of work for the positions of ~~EMS~~ **WFPS**-WHRA Liaison and Planning Officer and Manager of Communications shall be 08:00 to 16:30, Monday to Friday with a half hour (½) unpaid lunch break. **[2017]**

18.05 A shift premium of ninety cents (90¢) per hour shall be paid for each hour that an employee is required to be on duty on ~~either afternoon or~~ night shift. **[2017]**

ARTICLE 19 – OVERTIME

City: _____

WFPSOA: _____

~~**19.01** Employees working shift schedules described in Article 18.01 shall be compensated in addition to the regular eighty-four (84) hour biweekly salary, **by receiving a biweekly overtime payment equal to 1.33 hours at a rate of time and one half.**~~

19.021 Overtime worked shall be compensated as follows:

(a) Employees required to work on their regular day(s) off shall be paid at the rate of **straight time (1x) and receive a credit of banked time equal to one (1.0) hour for every hour worked. [2017]**

(b) **Notwithstanding any provision elsewhere contained in this Agreement, exclusive of court appearances, employees required to work in excess of, but consecutive with their regular scheduled shift on a scheduled day of work, shall be paid at the rate of time and one-half (1.5x) for all hours worked; however, no minimum paid time shall be applicable and, in addition, no overtime payment shall be made for the first ten (10) minutes. [2017]**

(c) **When an employee attends training authorized by the Service on an employee's day off, he will be paid a minimum of six (6) hours at straight time with an unpaid lunch period. [2017]**

19.032 Employees in the positions of ~~EMS~~ **WFPS**-WHRA Liaison and Planning Officer and Manager of Communications shall be granted five (5) additional days relief from duty shall be granted as additional recognition of the nature of and the responsibilities of the positions within the scope of this Agreement which commonly involve variable work schedules and additional work hours. These days are to be taken in the calendar year in which they are granted and cannot be accumulated. The time at which these days are to be taken will be at the discretion of the Chief **or designate.** If the number of months worked by an employee during the calendar year is less than twelve (12) months, then the five (5) days shall be reduced proportionately to the number of months worked, calculated to the nearest one-half (½) day. **[2017]**

19.034 Employees asked to report to work at other than their regular starting time on a regular scheduled day of work shall be paid a minimum of ~~**four (4)**~~ **three (3)** hours at the appropriate overtime rate. **[2017]**

19.054 When overtime is required, as much advance notice as ~~**possible**~~ **practicable** will be given to the employee. **[2017]**

~~**19.065** Employees required to work overtime in excess of two (2) hours at the end of their regular shift shall be provided a meal allowance of four dollars and fifty cents ($4.50).~~

Remaining clauses of Article 19 will be renumbered as appropriate

ARTICLE 20 – GENERAL HOLIDAYS

20.01 a) The following shall be recognized as General holidays with pay:

New Year's Day ~~**Civic Holiday**~~ **Terry Fox Day**

City: _____

WFPSOA: _____

Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Plus any date proclaimed by legislation as a general holiday, by the City of Winnipeg or the Province of Manitoba [2017]

ARTICLE 22 – JURY DUTY AND CROWN WITNESS

22.01 The City shall continue the regular pay of all employees who are required to perform jury duty or act as a witness for the Crown.

a) **Off Duty Court Time**

Whenever an employee is off duty, on other than his regular weekly leave or annual leave, and is required to appear as a witness in any proceedings arising out of the performance of duty at inquests, Magistrate's Court, Juvenile and Family Court, County Court, Court of Queen's Bench, or any court of civil litigation, and/or is required to attend an interview with Crown Council in preparation of a case, and/or is required to attend any disciplinary hearing held by the City, the Council thereof or any statutory delegated Committee thereof, or any other properly authorized body, whether as a witness, or as an accused, or as an appellant, in those cases where, on appeal, the appeal is allowed, or the penalty imposed by the Tribunal does not exceed an admonition, he shall be paid at the rate of time and one half (1.5x) the regular hourly rate of pay for the total elapsed time with a minimum payment of ~~four (4)~~ **three (3) hours** Provided that, upon request of the employee concerned, compensating time off will be allowed in lieu of overtime pay on the basis of one and one half (1½) hours for each hour to the employee's credit as above set forth. Provided further that any employee of the Association who is off duty and is scheduled to commence a regular tour of duty, the starting time of which is less than one (1) hour after the time he is required to appear as a witness as set forth above, then he shall receive one (1) hour of overtime pay at time and one half (1.5x) his regular hourly rate of pay for such attendance, and the foregoing provisions as to the minimum payment of overtime shall not apply to such attendance. **[2017]**

b) Should such employee be required to appear in more than one (1) case at the same sitting of the Court, then he shall receive only one (1) minimum payment.

c) If a case is adjourned from the morning to the afternoon sittings of the Court, or if an employee is required to attend a morning and afternoon and/or evening sitting of the Court on the same day for different cases, then only one (1) minimum payment will be paid; however, the total elapsed time of the employee shall be paid at the rate of time and one half (1.5x) the regular hourly rate of pay, provided that where actual court time of the employee exceeds ~~four (4)~~ **three (3) hours. [2017]**

City: _____

WFPSOA: _____

d) An employee, who has been instructed to appear in court under the terms of this Section, shall be paid a minimum payment of ~~four (4)~~ **three (3) hours** at time and one half (1.5x) his regular hourly rate if the scheduled appearance is cancelled for any reason whatsoever, and the employee is not notified of such cancellation ~~at least twenty-four (24) hours~~ **by 22:00 hours on the day** prior to the commencement of such court sittings. Any employee who finds that he is slated to appear as a witness in more than one (1) court on the same day must notify his Superior Officer as soon as possible after he becomes aware of such fact. **[2017]**

22.02 Court Time on Annual Leave

a) Whenever an employee is on annual leave and is required to appear as a witness in any proceedings arising out of the performance of one's duties as set forth in Article 22.01 above, he shall be paid at time and one half (1.5x) the regular hourly rate of pay for a minimum period of ~~eight (8)~~ **four (4)** hours for each day, or portion of a day, during which he is so engaged, and, in addition, he shall receive one (1) additional day of leave which shall be allocated at a time mutually agreed, or such additional day shall be added at the end of that employee's period of annual leave. Further, if such employee is outside the area of the City of Winnipeg when required to appear, as above set forth, then said employee shall receive a special mileage allowance, as specified in City of Winnipeg Policy, for all distance travelled, and return, in order to make such appearance. If the time spent by an employee on such appearance exceeds ~~eight (8)~~**four (4)** hours, which shall include his travelling time, then all time in excess of said ~~eight (8)~~**four (4)** hours shall be paid at ~~two times (2x)~~ **time and one half (1.5x)** 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 (1½) 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.~~ **[2017]**

b) Where a member is on weekly or annual leave he shall, at City expense, telephone the Superintendent of Operations or his designate ~~twenty (20) to thirty (30) hours in advance of~~ **prior to 17:00 hours on the day preceding** his scheduled court appearance to ascertain whether or not he is still required for court attendance. **[2017]**

22.03 Court Time on Weekly Leave

Whenever an employee is on weekly leave and is required to appear in any proceedings arising out of the performance of one's duty as set forth in Section 22.01, above, he shall be paid at time and one half (1.5x) the regular hourly rate of pay for a minimum period of ~~four (4)~~ **three (3)** hours for each day, or portion of a day, during which he is so engaged. If the time spent by an employee on such appearance exceeds ~~eight (8)~~ **three (3)** hours, which shall include one's travelling time, then all time in excess of said ~~eight (8)~~ **three (3)** hours shall be paid at ~~two times (2x)~~ **time and one half (1.5x)** the regular hourly rate of pay. If such employee **is on weekly leave that is consecutive to approved tour of leave (excluding sick leave) and** is outside the area of the City of Winnipeg when

required to appear as above set forth, then he shall receive a special mileage allowance, as specified in City of Winnipeg Policy, for all distance travelled, and return, in order to make such appearance. Provided, that when an employee is outside the area of the City of Winnipeg on either his first or his last day of weekly leave, then the travelling allowance, as above set forth, shall not apply. Provided further, 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 (1½) hours for each hour to the credit of such employee ~~up to eight hours, and two (2) hours for each hour to the credit of such employee in excess of eight (8) hours.~~ **[2017]**

With respect to Sections 22.02 and 22.03, as above set forth, an employee who has been instructed to appear in court in accordance with those Sections shall be paid a minimum payment of ~~four (4)~~ **three (3)** hours at time and one half (1.5x) the regular hourly rate if the scheduled appearance is cancelled for any reason whatsoever and he is not notified of such cancellation ~~at least twenty-four (24) hours~~ prior to **17:00 hours on the day preceding** the commencement of such court sittings. **[2017]**

22.04 Court Appearance After Late Shift

Whenever an employee is required to appear as a witness, in any proceedings arising out of the performance of one's duty as set forth in Sections 22.01 and 22.02 above, in the forenoon after completing a scheduled tour of duty ending after midnight, of the forenoon of such appearance, he shall be paid at the rate of time and one half (1.5x) the regular hourly rate of pay, commencing at 7:00 a.m. for a minimum period of not less than ~~four (4)~~ **three (3)** hours at the overtime rate for such appearance. If the time spent by the employee on such appearance exceeds ~~six (6)~~ **three (3)** hours, then all **actual** time in excess of said ~~six (6)~~ **three (3)** hours shall be paid at ~~two times (2x)~~ **the rate of time and one half (1.5x)** 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 (1½) hours for each hour to the credit of such employee ~~up to six (6) hours, and two (2) hours for each hour to the credit of such employee in excess of six (6) hours.~~ **[2017]**

22.05 Failure to Notify of Cancellation

a) An employee, who has been instructed to appear in court as aforesaid, shall be paid a minimum payment **as identified in Article 22.01, 22.02, 22.03, or 22.04;** ~~of four (4) hours at time and one half (1.5x) the regular hourly rate~~ if the scheduled appearance is canceled for any reason whatsoever, and he is not notified of such cancellation ~~at least twenty-four (24) hours~~ **prior to the identified timelines.** ~~the commencement of such court sittings.~~ **[2017]**

b) Subject to the second proviso to Section 22.01(a), an employee who is scheduled to work on the day of a required court appearance must receive notification of any cancellation of such appearance by ~~6:00 p.m.~~ **22:00 hours** of the date before such required appearance. **[2017]**

ARTICLE 25 – TRAINING AND STANDARDS

City: _____

WFPSOA: _____

25.01 ~~The City may establish a Training Program for purposes of delivering ambulance service which program will include the required courses, content and standards (hereinafter referred to as "the Training Program") to be used in training, upgrading and recertifying of employees.~~

The Service will provide at no cost to the employee, the necessary training, or access to training, that ensures the core skills and certifications required to perform the specific duties of each bargaining unit job role are maintained within the required timelines. Without limitation, the following are examples of the core courses that the Service would provide employees subject to job requirements:

- **Advanced Cardiac Life Support - ACLS**
- **Basic Life Support - BLS**
- **Pre-Hospital Trauma Life Support - PHTLS**
- **Pediatric Advanced Life Support - PALS**
- **Neonatal Resuscitation Program - NRP**
- **National Academy of Emergency Dispatch Courses**
- **Instructor Certification courses**

[2017]

25.02 ~~The Fire and Paramedic Chief or designate shall have the final responsibility for developing and implementing the Training Program.~~

The Service is committed to providing ongoing learning and continuing education for employees. Continuing education courses/ training/ professional development will be based on the outputs of Service Quality initiatives, changes to operational equipment, or needs of the Service. Without limitation the following are examples of Continuing Education Sessions:

- **Maintenance of certifications**
- **Clinical rotation and skill maintenance**
- **Simulated training experiences**
- **Leadership development training**
- **Corporate Education programs**

[2017]

25.03 ~~The Training Program shall be compulsory for all employees except when, in the opinion of the Fire and Paramedic Chief or designate which will not be exercised in an arbitrary or discriminatory manner, the Training Program or any portion thereof is not required to be completed by an employee or group of employees.~~

The Service reserves the right to modify, change, or substitute the training delivered in Article 25.01 and 25.02. Prior to making changes the Service will consult with the Association. [2017]

25.04 **The terms and conditions contained within Article 25 are separate and independent of any requirements imposed by legislation or by a regulatory body established by the Province of Manitoba on an individual to obtain licensure/ registration in order to practice paramedicine. [2017]**

City: _____

WFPSOA: _____

~~a) In the event any employee who entered a classification covered by this Agreement after June 11, 1986 fails to satisfactorily complete any portion of the Training Program, the employee will be allowed a second attempt at satisfactorily completing that portion of the Training Program. Should the employee again fail to satisfactorily complete the portion of the Training Program, the Fire and Paramedic Chief or designate shall review the status of the employee and may select one (1) or more of the following options:~~

~~1) transfer the employee to another classification within the Department at the salary for that classification;~~

~~2) if no position within another classification within the Department is available, an attempt will be made to find alternate employment within the City of Winnipeg Civic Service.~~

~~b) In the event any employee who entered a classification covered by this Agreement prior to June 11, 1986 fails to satisfactorily complete any portion of the Training Program, the employee will be allowed a second attempt at satisfactorily completing that portion of the Training Program. Should the employee again fail, the employee will be allowed a third attempt at satisfactorily completing that portion of the Training Program. However, no payment of wages shall be made for attendance in the training courses for this third attempt. If the employee satisfactorily completes that portion of the Training Program, he will retroactively receive payment for the actual hours of his attendance in the training courses up to a maximum of sixteen (16) hours. Should the employee again fail to satisfactorily complete the portion of the Training Program, the Fire and Paramedic Chief or designate shall review the status of the employee and may select one (1) or more of the following options:~~

~~1) transfer the employee to another classification within the Department at his present salary, but said salary shall be "red circled"; or~~

~~2) if no position within another classification within the Department is available, alternate employment within the City of Winnipeg Civic Service will be provided.~~

~~Any employee so transferred within the Department or placed in alternate employment within the City of Winnipeg Civic Service as outline in (a) and (b) above shall maintain his seniority for purposes of calculating entitlement to the following benefits:~~

~~- vacation~~
~~- pension~~
~~- sick leave accumulation~~
~~- long service pay~~

25.05 The Parties agree that the Service will maintain a platform for maintenance of licensure (MCCPP or other program designated by the Province) until such time

City:

WFPSOA:

as self-regulation is fully implemented. Should the Service decide to offer a licensure / registration credit platform to WFPS employees, WFPSOA members will have access to the content of the platform. [2017]

25.06 WFPSOA members are responsible for any registration fees once self-regulation of paramedicine is implemented in the Province. [2017]

ARTICLE 26 – CLASS SPECIFICATIONS

26.02 New Classifications

When new positions are created that fall within the scope of this Agreement, the rate of pay shall conform to the rates established by this Agreement when the duties are relatively the same. If no similar classification exists for comparative purposes, the City will determine the rate of pay for the new position **and advise the Association in writing**. If the Association is not in agreement with the rate established, ~~the matter may be handled as a grievance in accordance with Article 6.~~ **the following procedure shall apply:**

a) **Within fifteen (15) working days of receipt of the City's written notice, the Association shall write to the City requesting a meeting and include the written reasons for their disagreement; [2017]**

b) **The City will meet with the Association to discuss the concerns raised within ten (10) working days of receipt of the Association's written notice; [2017]**

c) **Within ten (10) working days of the meeting, the City will write to the Association to confirm the City's position on the rate of pay. Should the Association remain in disagreement, the matter may be handled beginning with STEP 2 of the grievance procedure in accordance with Article 6. [2017]**

d) **The time lines specified in this Article are mandatory and are subject to extension as outlined in Article 6.02. [2017]**

ARTICLE 29 – WELFARE AND GROUP INSURANCE

29.03 Vision Care

Effective January 1, 1990, introduce a standard Blue Cross Vision Care Plan for eligible employees and their eligible dependents(s), with one hundred percent ($100%) of the cost of the Plan to be paid by the City.

Eligibility for benefits and the definition of dependent(s) shall be consistent with those utilized by the City of Winnipeg Dental Plan.

Maximum benefits payable under this Plan shall be:

For Full Time Employees/Dependents:

City: _____

WFPSOA: _____

~~Three hundred dollars ($300.00)~~ **Three hundred and fifty dollars ($350.00)** per eligible person in a twenty-four (24) month period. **[2017]**

~~Effective February 24, 2016 the rates will be increased to three hundred and fifty dollars ($350.00) per eligible person in a twenty-four (24) month period.~~

~~Seventy-five dollars ($75.00)~~ **Eighty dollars ($80.00)** per eligible person in a twenty-four (24) month period covering the cost of eye examinations. **[2017]**

~~Effective February 24, 2016 the rates will be increased to eighty dollars ($80.00) per eligible person in a twenty-four (24) month period covering the cost of eye examinations.~~

For Part Time Employees/Dependents:

~~One hundred and twenty-five dollars ($125.00)~~ **One hundred and fifty dollars ($150.00)** per eligible person in a twenty-four (24) month period. **[2017]**

~~Effective February 24, 2016 the rates will be increased to one hundred and fifty dollars ($150.00) per eligible person in a twenty-four (24) month period.~~

~~Thirty-two dollars and fifty cents ($32.50)~~ **Forty dollars ($40.00)** per eligible person in a twenty-four (24) month period covering the cost of eye examinations. **[2017]**

~~Effective February 24, 2016 the rates will be increased to forty dollars ($40.00) per eligible person covering the cost of eye examinations in a twenty-four (24) hour period.~~

Vision Care benefits for part-time employees shall be provided in accordance with the Memorandum of Agreement Re: Part-Time Employees

ARTICLE 30 – CIVIL AND CRIMINAL LIABILITY

30.01 Civil Liability

If an action or proceeding is brought against any employee **covered by this Agreement** ~~of the EMS Division of the Winnipeg Fire Paramedic Services Department~~ for an alleged tort committed by him in the performance of his duties, whether on or off duty, then: **[2017]**

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 him, shall advise the Fire and Paramedic Chief or designate of any such notification or legal process.

b) The City shall pay any damages or costs awarded against any such member in any such action or proceeding and shall, in a manner prescribed by the City, provide legal counsel at no cost to the employee; and/or

City: _____

WFPSOA: _____

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 through the Office of the City Solicitor before same is finalized.

Provided such actions do not constitute a gross disregard or neglect of his duties as an Emergency Medical Attendant/Supervisor.

ARTICLE 31 – DURATION OF AGREEMENT

31.01 This Agreement shall become effective on **August 20, 2017** and shall remain in effect up to and including **August 31, 2021. [2017]**

ARTICLE 32 – COLLECTIVE AGREEMENT

The City will provide each member of the Association with **an electronic** copy of the Collective Agreement as it is revised from time to time. **[2017]**

NEW ARTICLE 37 – STAFFING

37.01 Staffing Positions/Assignments on a Temporary Basis

(a) Positions and assignments may be filled on a temporary basis without a bulletin for a period not to exceed nine (9) months. Subject to operational requirements and when practicable, qualified WFPSOA members will be given preference to cover positions or assignments in accordance with this clause.

A position or assignment that is known to exceed nine (9) months under this clause shall be posted and will follow the principles of Article 13. [2017]

(b) Notwithstanding Article 37.01 (a) the Service may offer "acting" assignments to non-bargaining unit employees that may not exceed three (3) months unless WFPSOA agrees to an extension of the assignment in writing. [2017]

37.02 Daily Staffing Procedure – Unforeseen Circumstances

When an employee who holds a position or assignment has a casual or unpredicted absence, the Service reserves the right to determine if the work will be covered. In the circumstance where the Service decides to cover the work the following order of offer shall apply to cover the work for the shift:

a) A qualified WFPSOA member who is on duty when the work is required to be performed may be moved to fill the position;

b) A qualified employee from outside the bargaining unit who is on duty may be moved to fill the position on an "acting" basis so long as additional overtime is not called within their bargaining unit as a result of the acting assignment;

City:

WFPSOA:

c) A qualified WFPSOA member not on duty will be called in on overtime to fill the position.

d) A qualified employee from outside the bargaining unit who is not on duty will be called in on overtime to fill the position; and

Any absence that is known to extend into the next tour or work week may be covered as per Article 37.01

NEW ARTICLE 38 – LIEU TOUR

38.01 Employees working shift schedules described in Article 18.01 shall be granted one (1) tour of duty in lieu of receiving a biweekly salary overtime payment equal to one point three-three (1.33) hours at a rate of time and one-half (1.5x).

Such Lieu Tour will be:

a) Prorated to reflect the date of entry to, or exit from, the Platoon System described in Article 18.01 and in accordance with the number of biweekly pay periods worked in the vacation year (May 1st to April 30th). For this purpose, paid vacation, paid sick leave and time off from regular duty as per Article 5 will be considered as time worked. Workers' Compensation benefits shall be considered as time worked for a period of up to one (1) year.

c) Taken in one unbroken tour and scheduled as operations permit subject to approval by the Service.

d) Considered secondary to annual leave requests submitted in accordance with Article 21.09.

e) Taken in the vacation year it is earned. Carry over to the following vacation year will not be permitted.

38.02 If, due to extended absence due to illness, an employee is unable to take the lieu tour in the vacation year it is earned, at the discretion of the Service, such lieu tour will either be paid out or carried over.

38.03 Any utilization of lieu tour credits that exceeds actual credits earned shall be recoverable by adjustment of vacation credits, or any other means available to and considered appropriate by the Service.

City: _____

WFPSOA: _____

APPENDIX 1

RE: Article 13 – Job Posting (Promotions)

For the purposes of Article 13.03, the following job movements will be deemed a promotion to determine when a member is placed on a salary scale of the higher position such that it represents an increase of at least five percent (5%) of his or her current hourly rate, or to the maximum step, whichever is less.

An employee moving from a position listed in Group A, to a position listed in Group B, will be deemed a promotion.

Group A

~~Medical Supervisor~~ **District Chief – Paramedic Operations**
Service Quality ~~**Officer**~~ & Patient Safety Officer
~~Inspector –~~ Training **Training Officer – Paramedic Education**
Communications Training & Quality Improvement Officer
Communications ~~Centre Shift~~ Supervisor
Clinical Education Coordinator
Paramedic Public Education **Coordinator**~~ Officer~~
Supervisor of Light Fleet

Group B

~~Superintendent – EMS~~ **Platoon Chief – Paramedic Operations**
~~Staff Inspector –~~ Training **Director – Paramedic Education and Training**
Manager of Communications
~~EMS~~ **WFPS**-WRHA Liaison and Planning Officer

This list is subject to amendment from time to time based on the addition, deletion or revision of positions.

City: _____

WFPSOA: _____

MEMORANDUM OF AGREEMENT

Between
The City of Winnipeg Fire Paramedic Service
and
The Winnipeg Fire Paramedic Senior Officers' Association

RE: PART-TIME EMPLOYEES

g) Personal Equipment and Uniforms

~~With the exception of Article 17.09,~~ **pPart**-time employees will be eligible for personal equipment and uniforms in accordance with Article 17, with Articles 17.01 to 17.03 pro-rated as follows:

17.01 Dress Uniforms and Identifiers

Part-time employees will not be issued a dress uniform.

Equipment Issue

One (1) Employee Identification Access Card (EIAC)
Replacement subject to corporate administrative standard

17.02 Personnel assigned Field Operations roles

The following items **will** be provided **on an as required basis**, maintained and paid for by the City for each employee ~~assigned to a position in field operations~~ at no expense to the employee:

a) two (2) pairs of cargo pants with reflective stripe per year (Superintendent may substitute for dress pants)
b) one (1) pair of black department approved contract footwear per two (2) year period
c) two (2) pairs of black leather winter lined gloves per year
d) two (2) permanent press dark blue uniform shirts with WFPS flashes per year
e) one (1) pair of winter lined boots ~~(as required) –~~ maximum one (1) per three (3) year period
f) one (1) multi-season jacket ~~(as required)~~ **with identifiers** - maximum one (1) every seven (7) year period
g) one (1) dark blue ties ~~(as required)~~
h) one (1) toque ~~(as required)~~ - maximum every two (2) years
i) one (1) Uniform Sweater ~~(as required)~~ - maximum one (1) every four (4) year period. **The employee is to identify if they require a lined or unlined Uniform Sweater.**
j) one (1) pant liner ~~(as required) -~~ maximum one (1) every four (4) year period

City: _____

WFPSOA: _____

k) three (3) pairs of epaulettes ~~(as required)~~
l) one (1) dress belt ~~(as required)~~ – maximum one (1) every three (3) years.
m) **one (1) tactical vest - maximum one (1) every three (3) years.**

17.03 Personnel not assigned Field Operations roles

The following items **will** be provided **on an as required basis,** maintained and paid for by the City for each employee ~~assigned to a position other than field operations~~ at no expense to the employee:

a) two (2) pairs of dress pants per year (Training Inspectors may substitute for cargo pants with reflective stripe)

b) one (1) pair of black department approved contract footwear per two (2) year period

c) two (2) pairs of black leather winter lined gloves per year

d) two (2) permanent press dark blue uniform shirts with WFPS flashes per year

e) one (1) multi-season jacket ~~(as required)~~ - maximum one (1) every seven (7) year period

f) one (1) dark blue tie ~~(as required)~~

g) one (1) Uniform Sweater ~~(as required)~~ - maximum one (1) every four (4) year period. **The employee is to identify if they require a lined or unlined Uniform Sweater.**

h) three (3) pairs of epaulettes ~~(as required)~~

i) one (1) fleece jacket with WFPS identifier ~~(as required)~~ maximum one (1) every five (5) year period

j) one (1) dress belt ~~(as required)~~ – maximum one (1) every three (3) years.

On appointment to a temporary position or assignment an employee will only be issued items in Sections 17.03 d) (five shirts), ~~f)~~ g), ~~and~~ h) **and j).**

~~A part-time employee shall not be entitled to a cash rebate.~~

Agreed this ~~24th day of February, 2016~~ **12th day of December, 2017**

City:

WFPSOA:

~~LETTER OF UNDERSTANDING~~

~~Between~~
~~The City of Winnipeg Fire Paramedic Service~~
~~and~~
~~The Winnipeg Fire Paramedic Senior Officers' Association~~

~~RE: LIEU TOUR~~

~~Effective the 2016/2017 vacation year, employees working shift schedules described in Article 18.01 shall be granted one (1) tour of duty in exchange for the biweekly salary overtime payment equal to one point three-three (1.33) hours at a rate of time and one-half (1.5x) as described in Article 19.01.~~

~~Such Lieu Tour will be:~~

1. ~~Prorated to reflect the date of entry to, or exit from, the Platoon System described in Article 18.01.~~

2. ~~Prorated in accordance with the number of biweekly pay periods worked in the year. For this purpose, paid vacation, paid sick leave and time off from regular duty as per Article 5 will be considered as time worked. Workers' Compensation benefits shall be considered as time worked for a period of up to one (1) year.~~

3. ~~Taken in one unbroken tour and scheduled as operations permit subject to approval by the Service.~~

4. ~~Considered secondary to annual leave requests submitted in accordance with Article 21.09.~~

5. ~~Taken in the vacation year it is earned. Carry over to the following vacation year will not be permitted.~~

~~If, due to extended absence due to illness, an employee is unable to take the lieu tour in the vacation year it is earned, at the discretion of the Service, such lieu tour will either be paid out or carried over.~~

~~Any utilization of lieu tour credits that exceeds actual credits earned shall be recoverable by adjustment of vacation credits, or any other means available to and considered appropriate by the Service.~~

~~The parties agree that the Lieu Tour will be implemented on a trial basis for the term of the Collective Agreement effective August 24, 2014.~~

City: _____

WFPSOA: _____

~~Agreed this 24th day of February, 2016~~

~~FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG~~

~~FOR THE NEGOTIATING COMMITTEE OF THE WINNIPEG FIRE PARAMEDIC SENIOR OFFICERS' ASSOCIATION~~

City:

WFPSOA:

LETTER OF UNDERSTANDING

Between
The City of Winnipeg Fire Paramedic Service
and
The Winnipeg Fire Paramedic Senior Officers' Association

RE: PREMIUM PAYMENT

The parties agree that~~, on a trial basis for the term of the Collective Agreement effective August 24, 2014,~~ non-bargaining unit employees filling casual or unpredicted **absences and** vacancies**, as per Article 37,** within the bargaining unit, with the exception of the Communication Centre **and Light Fleet**, i.e. acting opportunities, will receive a premium payment of two percent (2.0%) on their existing hourly rate rather than the rate of pay identified in the applicable salary schedule in effect at that time.

For example:

An ACP filling a casual or unpredicted vacancy as a ~~Medical Supervisor~~ **District Chief – Paramedic Operations** will have a two percent (2.0%) premium payment added to his or her applicable ACP hourly rate of pay for all time spent in the acting role.

The premium payment will be implemented on February 24, 2016, the date of ratification of the Collective Agreement.

Agreed this **12th** day of **December, 2017**

FOR THE NEGOTIATING COMMITTEE
OF THE CITY OF WINNIPEG

FOR THE NEGOTIATING COMMITTEE
OF THE WINNIPEG FIRE PARAMEDIC
SENIOR OFFICERS' ASSOCIATION

City:

WFPSOA:

SCHEDULE D - WAGES

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

a) **Effective August 31, 2018:**

Increase wages by two percent (2.0%).

b) **Effective August 31, 2019:**

Increase wages by two percent (2.0%).

c) **Effective August 31, 2020:**

Increase wages by two percent (2.0%).

d) **Effective August 31, 2021:**

Increase wages by two percent (2.0%).

City: _____

WFPSOA: _____

LETTER OF UNDERSTANDING

BETWEEN THE CITY OF WINNIPEG

AND

THE WINNIPEG FIRE PARAMEDIC SENIOR OFFICERS' ASSOCIATION

RE: WELLNESS AND FITNESS

This will confirm the agreement of the parties to evaluate the current fitness initiative described under Article 34 – Fitness Passes. Such review may include redirecting funds currently dedicated to fitness passes to other wellness/fitness initiatives.

The parties will undertake such review during the term of the Collective Agreement expiring August 31, 2021 and may implement any initiatives by mutual agreement.

Agreed this 12th day of December, 2017.

For the City of Winnipeg Negotiating Committee

For the WFPSOA Negotiating Committee

City:

WFPSOA:

LETTER OF UNDERSTANDING

BETWEEN THE CITY OF WINNIPEG

AND

THE WINNIPEG FIRE PARAMEDIC SENIOR OFFICERS' ASSOCIATION

RE: Maternity/ Parental Leave

This will confirm the agreement of the parties to modify the provisions of Article 14.05 ~~if the Federal Government passes legislation changing EI benefits payable for maternity leave and parental leave~~. This will be based on the principle that the 93% top up payment allowed for in Article 14.05 Maternity Leave Plan B may be redistributed over additional week(s) so long as the total dollars payable, as per the current language, to the employee does not increase or decrease.

delete.

Agreed this 12th day of December, 2017.

For the City of Winnipeg Negotiating Committee

For the WFPSOA Negotiating Committee

insert

if the provincial government amends the employment Standard code legislation for maternity leave and parental leave.

City:

WFPSOA: