THE CITY OF WINNIPEG

-and-

THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
THE PARAMEDICS OF WINNIPEG, LOCAL 911

MEMORANDUM OF AGREEMENT

FEBRUARY 19, 2017 to FEBRUARY 28, 2021

Errors and Omissions Excepted.

MEMORANDUM OF AGREEMENT
THE CITY OF WINNIPEG
and
MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
THE PARAMEDICS OF WINNIPEG, LOCAL 911
APRIL 20, 2018

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg and the Manitoba Government and General Employees' Union The Paramedics Of Winnipeg, Local 911 (MGEU) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and MGEU agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired February 18, 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

February 19, 2017 — February 28, 2021 (48 months & 9 days)

3. General Wage Increase

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

Effective June 30, 2018 – 2.00%
Effective July 31, 2019 – 2.00%
Effective July 31, 2020 – 2.00%
Effective February 28, 2021– 2.00%

MGEU:
City:

4. **Supplementary Agreement: Communications**

Notwithstanding the Supplementary Agreement between MGEU, CUPE and the Employer dated November 29th 2007. MGEU shall not withhold its consent should the Employer apply to the Labour Board for a ruling in respect of recognition of one bargaining unit, either MGEU or CUPE, to represent all Employees in the communication center. Such consent does not limit either party to make representations before the Board in regards to such matter.

Should the Labour Board grant such an intermingling, and MGEU be determined to be the Bargaining Agent for all employees of the WFPS communication center, the Employer agrees that the vacation accrual for employees in the communication center, as of the effective date of intermingling, shall remain red circled as per the language of Article 3 of the Supplementary Agreement: Communications for the duration of their employment in a bargaining unit position within the communication center. Communication employees hired after effective date of intermingling shall receive vacation accrual as per the applicable Article of the collective agreement in effect at the time.

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

Article 1 – Recognition
Article 4 – Job Security
Article 6 – Grievance Procedure
Article 7 – Dismissal and Suspension
Article 13 – Job Postings
Article 16 – Safety and Health
Article 18 – Hours of Work
Article 20 – General Holidays
Article 22 – Jury Duty and Crown Witness
Article 24 – Sick Leave Provisions
Article 25 – Training and Standards
Article 26 – Classifications
Article 29 – Welfare and Group Insurance
Article 30 – Duration of Agreement
Article 32 – Labour Management
Article 34 – Collective Agreement

5. **Memorandums of Agreement**

<u>Renew</u>:

Return of Service Agreement

<u>Revise:</u>

Part-Time Employees

6. **Letters of Understanding**

<u>Renew:</u>

MGEU:
City:

Licensing Requirements
Short Shift Changes
Family Illness
Religious Observances
Confidentiality
Clothing Entitlement Point System and Addendum
Paramedic – Leadership, Mentor and/or Coach Role
Special Events Staffing
Reasonable Accommodation

Revise:

Respectful Workplace
Inter-facility Transport Teams
Vacation Scheduling
Vacation Scheduling Appendix A - Specialty Programs
Critical Incident Stress Management Peer Support Team

Payment for Attendance at Training Courses – DELETE

Add:

Wellness and Fitness
STAT Tour
Clothing Entitlement Point System Committee
TEMS Selection
Paramedic Self Regulation

7. **Appendix 1 - Amend**

8. **Supplementary Agreement: Communications – Renew**

9. **Salary Scale**

Upon date of ratification the Advanced Care Paramedic- Practitioner Classification will be added to the collective agreement as below (rates of pay adjusted to be 2% greater than ACP at all steps).

BI-WEEKLY RATES BASED ON 84 HOURS BI-WEEKLY			
POSITION	ACP Practitioner Classification		
	HRLY	BWKLY	ANNUAL
EMERGENCY PARAMEDIC 2 - ACP Practitioner (ACP-P)			
After 24 months*	$36.985758	$3,106.803658	$80,776.895
After 30 months*	$37.338184	$3,136.407451	$81,546.594
After 36 months*	$42.504286	$3,570.359986	$92,829.360
After 48 months*	$43.776293	$3,677.208624	$95,607.424
After 11 years of service	$45.107069	$3,788.993814	$98,513.839

*** Once the Employee meets the appropriate ACPP qualifications and is approved by the Employer for promotion, the rates of pay shall apply.**

10. **The Parties agree that the Memorandum of Settlement dated May 9, 2007 ("The Work Share Agreement") shall be attached to the back of the collective agreement.**

Agreed this 20th day of April 2018.

For the MGEU

Mike Sutherland
Staff Representative
MGEU

For the City of Winnipeg

John H. Dawson
Senior Labour Relations Officer
City of Winnipeg

MGEU:
City:

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 Manitoba Government and General Employees' Union, The Paramedics of Winnipeg, Local 911(hereinafter referred to as "the Union" or "MGEU"). This Agreement shall apply to all employees employed by the City whose bargaining rights are held by MGEU, under Certificate No. MLB-6686, issued by the Manitoba Labour Board in accordance with the provisions of the Labour Relations Act of Manitoba.

1.02 ~~Where, in any provision of this Agreement, a reference is made to his, him, he, man or other "male" terminology, it shall also be read as a reference to her, she, woman or other appropriate feminine terminology.~~

Whenever the singular is used in this Agreement, it shall be considered as if the plural 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].

1.03 **NEW DEFINITIONS:**

NEW DEFINITION - Year

NEW – Means any period of twelve consecutive months unless specifically modified to mean otherwise. [2017]

NEW DEFINITION – Calendar Year

NEW - Means twelve consecutive months that begin on January 1st and end on December 31. [2017]

NEW DEFINITION – Written Communication

New – Unless expressly stated otherwise, where any Article herein requires notice in writing or written communication, email be considered satisfactory written communication or notice for such purpose.

ARTICLE 4 – JOB SECURITY

Delete old Article 4 language and replace with:

4.01 **a) The delivery of ambulance and paramedical services by the WFPS, at all recognized levels of paramedic designations, shall be work exclusive to the bargaining unit. This provision shall not in any way restrict the role of the**

members of the Winnipeg Fire Paramedic Senior Officers' Association (WFPSOA) in supervising and training functions, including the role and function of WFPSOA Supervisors. [2017]

b) WFPSOA Supervisory and Training Staff may perform this work, in the case of special emergency, or for the purpose of training that will not replace MGEU members (except as outlined per Article 25.14) and maintaining proficiency of skills required for adequate supervision. WFPSOA Supervisory and Training Staff may also, if required, on occasion, provide patient care for the purposes of providing timely medical aid, however they shall not be regularly deployed for such purpose. Furthermore WFPSOA Supervisory and Training Staff shall not be assigned or required to work on an ambulance, unless assigned in accordance with Article 25.14. [2017]

c) The City may provide training/certification at any level of paramedicine to WFPSOA members for the purposes of maintaining adequate supervision and training. However training / certification related to medical acts or scope recognized to be associated with, or apportioned to, any recognized Paramedic designation as prescribed by the NOCP (or any future nationally recognized standard), shall not be provided solely to WFPSOA members, to the exclusion of MGEU members. Any such training shall at minimum be provided to all ACP practitioners. [2017]

d) Bargaining Unit members shall not be compelled to perform non bargaining unit work except in a catastrophic emergency situation. [2017]

4.02 Notwithstanding article 4.01 a) Primary Care Paramedic (PCP) scope of practice may be performed by either MGEU or United Fire Fighters of Winnipeg (UFFW) members. The scope of practice for UFFW members shall be at the PCP level. PCP Fire Fighters may practice to the full scope of the license, as it may in good faith be amended from time to time. The Winnipeg Fire Paramedic Service shall have the right to deploy dual trained PCP Fire Fighters on fire apparatus. No Fire Fighter PCP shall be assigned or required to perform work from or operate an ambulance, except in catastrophic emergency situations, or for recognized training purposes that will not replace MGEU members. [2017]

4.03 The City shall additionally ensure that the provision of paramedic care at the ACP level shall be conducted exclusively by MGEU members, except as provided as per 4.01 b). [2017]

4.04 The Service shall maintain a minimum complement of sixty-five (65) full-time equivalent Advanced Care Paramedics (ACP). ACPs shall be assigned shifts in accordance with Articles 18.01(i) or 18.01(ii). The complement of ACPs shall be reviewed every two (2) years and adjusted to ensure bargaining unit members are the regular and primary providers of patient care within the ACP scope. In no case

shall such adjustment reduce the complement to less than the prescribed sixty-five (65) ACP minimum. [2017]

4.05 The Service shall maintain a minimum complement of twenty-four (24) full time Advanced Care Paramedics – Practitioner (ACP-P). ACP-Ps shall be assigned shifts in accordance with Articles 18.01(i) or 18.01(ii). The complement of ACP-Ps shall be reviewed every two (2) years by the parties and adjusted to ensure bargaining unit members are the regular and primary providers of patient care within the ACP-P scope. In no case shall such adjustment reduce the complement to less than the prescribed twenty-four (24) ACP-P minimum. [2017]

4.06 The Parties agree that so long as the complement required by Article 4.04 and Article 4.05 are maintained, the Service is deemed to have met the obligation specific to the complement of ACPs required as per paragraph one (1), and ICPs as per paragraphs three (3) and four (4), of the Memorandum of Settlement dated May 9, 2007 ("Work Share Agreement"). [2017]

4.07 The Intermediate Care Paramedic (ICP) is an internal designation to the Service. Practice at the ICP level shall only be performed by bargaining unit members. [2017]

4.08 As a condition of employment, employees who are employed as a paramedic at any level, shall maintain a valid license/registration to practice paramedicine in the Province of Manitoba, subject to the following conditions: [2017]

i. Employees shall be provided a reasonable opportunity to reinstate their license/registration status prior to consideration of termination of employment, excluding termination for just cause. [2017]

ii. Employees who are unable to maintain their license/registration due to injury, illness or disability shall first be considered for accommodation in accordance with the LOU on reasonable accommodation. [2017]

iii. Employees who are unable to maintain their license/registration for any reason other than those as outlined in i) and ii) of this provision, shall be subject to the conditions as outlined in 25.07 1) & 2). [2017]

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

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 An employee, covered by this Agreement, who considers that he has been unjustly dealt with, shall have the right to access the following grievance procedure. In so doing, the parties agree, and it is understood, that it is always preferable that employer-employee differences be resolved directly between the employee and his supervisor. Where that is not possible, the problem solving and grievance procedure is intended to provide a process of resolution that is positive and constructive. The problem solving and grievance process outlined hereafter is an extension of that

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process and is intended to resolve differences in an expeditious manner so far as possible. In keeping with that intent, the parties agree to disclose and exchange all particulars and information, excluding internal privileged documents, respecting the matters of the issue, throughout the process and at all times as early as possible to promote settlement at the earliest possible stage.

Step 1

In regard to any matter coming within the scope of this Agreement, the employee shall, within ~~thirty-two (32)~~ **fifteen (15)** days of when he became aware of the alleged violation, confer directly with his immediate supervisor either alone or accompanied by his Union Representative. The immediate supervisor shall render a ~~verbal~~ **written** decision within ~~five (5)~~ **ten (10)** days. **[2017]**

Step 2

Should this ~~verbal~~ **written** decision of the employee's immediate supervisor be unsatisfactory to the employee, the employee's complaint shall, within fifteen (15) days after having received the reply specified in Step 1 above, be submitted in writing to the Human Resource Manager, **Chief or designate with a copy to the Manager of Labour Relations.** The written complaint shall outline the details of the matter. **[2017]** ~~The Human Resource Manager will provide comments in regard to the complaint, in writing to the Union Representative within fifteen (15) days after the receipt of the written grievance.~~

Within fifteen (15) days after receipt of the written grievance the Fire Paramedic Chief or designate shall meet with the Union Grievance Committee to discuss the grievance and to try to resolve same. Within fifteen (15) days of the aforementioned meeting, the Fire Paramedic Chief, or his designate, shall present the Union with his decision in writing.

Step 3

~~If such a decision is not satisfactory to the Union Grievance Committee, the Chairperson shall, within fifteen (15) days after having received the reply specified in Step 2 above, make a further written request in regard to such complaint to the Fire Paramedic Chief of Fire Paramedic Services **with a copy to the Manager of Labour Relations [2017].** Within fifteen (15) days after receipt of the written grievance the Fire Paramedic Chief or designate shall meet with the Union Grievance Committee to discuss the grievance and to try to resolve same. Within fifteen (15) days of the aforementioned meeting, the Fire Paramedic Chief, or his designate, shall present the Union with his decision in writing.~~

Step 3

A grievance may be submitted to voluntary grievance mediation through the Manitoba *Labour Relations Act* by way of a joint application under Section 129(1) prior to the expiration of time limits set out in Article 6 - Step 2. The parties will provide first consideration to accessing services as provided through Provincial Mediation/Conciliation Services for such mediation. Should the parties agree by mutual consent, an alternate forum may be utilized. Neither party is obligated in any fashion to provide agreement or consent to participate in this step. The

parties further agree that the following shall represent the terms of this grievance mediation process: [2017]

a) The parties agree to waive, extend or suspend all time provisions contained in the grievance procedure in the Collective Agreement, with respect to the last step referring to arbitration. However either party may, at any time, opt to withdraw from such participation and proceed to arbitration. Notice of such withdrawal will be provided in writing. [2017]

b) Any discussions by the parties or recommendations of the Mediator shall be made without prejudice to any further proceedings, and the parties agree that the Mediator is not a compellable witness in any arbitration hearing. [2017]

c) Any recommendations made by the Mediator shall not be binding on either party and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through mediation, within fifteen calendar days after the grievance mediation process is concluded. [2017]

d) The parties understand the mediation meetings are not hearings and therefore are not formal. [2017]

e) The Grievor will be advised by one or both of the parties of the date and place of this grievance mediation. If the grievance mediation is scheduled to occur during the effected Grievor's scheduled shift, The Employer will provide the Grievor with leave from scheduled duty without loss of pay and benefits to participate in such mediation. Wherever possible requests for leave shall be made with five (5) working days' advance notice in writing ~~or electronically~~ to the Fire Paramedic Chief or designate specifying the date(s) of leave being requested. [2017]

f) Each party shall pay one-half of the fees and expenses of the Mediator if there is a cost associated. [2017]

6.02 The parties agree that, where satisfactory settlement is not reached in either **Step 2 or Step 3 as the case may be,** the grievance may be processed further under either Article 6.02 a) or under Article 6.02 b). **[2017]**

It is agreed that the preference of both parties will be to proceed to arbitration in accordance with Article 6.02 a). However, if either party so requests, arbitration shall be proceeded with in accordance with Article 6.02 b).

a) 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 procedures of the Labour Relations Act.

i) Failing satisfactory settlement of the grievance at **Step 2 or Step 3 as the case may be,** the Union shall, within thirty (30) days from the date the decision of the Fire Paramedic Chief was received by the Union, refer the grievance to arbitration. The Union shall notify the City by registered mail or by any other agreeable method. **[2017]**

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ii) Where arbitration is proceeded with on an expedited basis, in accordance with this Article, the Arbitrator will be appointed on a rotating basis from a list of ~~four (4)~~ mutually agreed to arbitrators, which List of Arbitrators is attached to the Collective Agreement as Appendix 1. **[2017]**

iii) The List of Arbitrators is to be maintained and utilized as follows:

1. annually, any substitutions that are required will be made by mutual agreement of the parties no later than February 28th;

2. unless the parties agree otherwise, the Arbitrator appointed to hear the grievance will be in accordance with the Order of Arbitrators in Appendix 1.

iv) It is the intention of the parties that in most instances legal counsel will not be used by the City or the Union at expedited arbitration. However, either the City or the Union may utilize counsel at arbitration upon providing the other party with written notice within ten (10) days of the Union informing the City of its intention to proceed to arbitration.

b) Failing satisfactory settlement being reached in **Step 2 or Step 3 as the case may be,** the Union shall, within thirty (30) days from the date the decision of the Fire Paramedic Chief was received, refer the grievance to arbitration in accordance with Article 8. **[2017]**

6.03 The Union and its representatives may originate a policy grievance on behalf of an employee or group of employees, and to seek adjustment with the City in the manner provided in the grievance procedure. Such a grievance shall commence at the Fire Paramedic Chief level – Step **2**. **[2017]**

6.05 It is agreed that the presentation and procession of any grievance herein must be followed strictly according to the grievance procedure at all stages thereof and within the applicable time limits set out. If either party fails to comply with the applicable stages and time limits set out above, the grievance shall proceed according to the required time limits to the next succeeding stage of the grievance procedure. [2017]

The time limits fixed in both the grievance and arbitration procedure may be extended in writing by consent of the parties. [2017]

ARTICLE 7 – DISMISSAL AND SUSPENSION

7.01 The City may discharge or discipline any employee where there exists sufficient and just cause. A claim by an employee that he is being discharged or suspended without sufficient and just cause shall be treated as a grievance 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~~ **disciplined**, the matter will be referred to arbitration and the parties shall follow the process set out in Article 8. Such a hearing need not take any particular form so long as the employee is provided with an

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opportunity to respond to any allegations which lead to the discipline. Any such grievance must be filed within thirty (30) days of the effective date of suspension or discharge. **[2017]**

b) If a hearing was not conducted prior to the employee being ~~discharged or suspended~~ **disciplined**, the matter will be referred to the Fire Paramedic Chief as in Article 6.~~04~~ **01 Step 2** of the grievance procedure. **[2017]**

c) In instances where an employee has **been discharged in accordance with paragraph a) or b) of this article, the grievance shall be heard by the City Human Resources Director, or designate. [2017]**

7.02 Such an employee shall, ~~at his request~~ **upon request**, have the right to see his Union Representative prior to leaving the Service premises. **[2017]**

7.05 An employee who is suspended or discharged shall be given together with the ~~employee~~ **Official** of the Union the reasons, in writing, for such discharge or suspension. Those reasons shall be submitted prior to the commencement of the suspension or discharge. **[2017]**

7.06 c) If a period of ~~one (1)~~ **two (2)** years has passed, subject to modification on mutual agreement, ~~a suspension has been given~~, **and where discipline was imposed for misconduct of any type** and no further occurrences of ~~this~~ **similar** nature have been recorded, then the offense shall be stricken**, upon the employee's request,** from ~~his~~ **the employee's** personnel file. ~~An employee will be allowed to present his reasons wishing removal of same.~~ **[2017]**

ARTICLE 13 – JOB POSTINGS

13.03 An employee awarded a bulletined position shall be assigned to the job classification at a salary rate consistent with his current rate, effective the date he assumes the responsibility and duties of the position, provided that at no time shall the salary rate exceed the maximum for that classification. Notwithstanding anything herein contained, an employee so awarded a bulletined position may be returned to his former position within a ~~six (6) month~~ **three month (90 day)** period if found unsatisfactory, or at his own request. **[2017]**

13.04 Upon written request, ~~C~~copies of bulletins will be furnished to the duly accredited Union Representatives. **[2017]**

ARTICLE 16 – SAFETY AND HEALTH

16.04 A Safety Committee **shall be established** consisting of ~~two (2)~~ **four (4)** employees each from the Service and the Union. ~~shall meet monthly~~. This Committee shall make recommendations to the Service and the Union 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.

Reasonable efforts shall be made to ensure representation from each platoon with at least one appointed worker employee or designate being an employee of the Union Local Executive. The co-chairs (one appointed from Union and one from

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management) and one employee each from management and worker employee(s) of the committee shall meet a minimum of six times per year. In the case of the worker's representative, the employee shall be the appointed Union Local Executive employee of the committee or designate. The entire committee shall meet at least once every three (3) months or more frequently if required, as mutually agreed upon by the co-chairs. [2017]

Worker employees 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. Employees 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]

Training or education for committee employees shall be compensated in accordance with the Workplace Safety and Health Act of Manitoba. [2017]

ARTICLE 18 – HOURS OF WORK

18.03 **a)** A shift premium of ~~sixty cents ($0.60)~~ sixty-five cents (65¢) shall be paid for each hour that an employee works between 1900 and 0700 hours. ~~Effective February 10, 2013 a shift premium increases to of sixty-five cents (65¢).~~ **Effective the date of ratification the shift premium shall increase to ninety cents (90¢). [2017]**

18.03 b) Notwithstanding 18.03 (a), a shift premium of one dollar and twenty cents ($1.20) per hour will apply for each hour that a communication center employee works on Night Shift as per Article 18.01 iv). A shift premium of one dollar and twenty cents ($1.20) per hour will apply for hours worked during the day shift as per Article 18.01 iv) on Saturday and Sunday. Weekend premium does not apply to overtime hours worked. [2017]

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 [2017]**
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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**

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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) hours~~ **three (3) hours**, which includes one (1) hour of traveling time. 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 Union 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 sittings 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) hours the employee shall be paid at the rate of double time (2x) for each such hour worked, or portion thereof, in excess of said four (4) hours.

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 prior to the commence 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 of aware of such fact. **[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 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 the commencement of such Court sittings. **[2017]**

ARTICLE 24 – SICK LEAVE PROVISIONS

24.09 Sickness While on Vacation

Where an employee on vacation becomes ill to the extent that he requires the services of a medical practitioner or licensed chiropractor, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use his sick leave credits for the period the medical practitioner or licensed chiropractor states he would have been unable to carry out his duties at work, **provided such circumstance is reported to the Employer as soon as reasonably possible after the Employee has seen the medical practitioner or Chiropractor. [2017]**

24.10 Workers' Compensation ~~(Effective PP #9, 1993)~~

i) **The Employer shall notify the Union as soon as reasonably practical after receipt of any workplace illness or injury to an employee. Such notification shall be the Employee name and date of injury. [2017]**

ARTICLE 25 – TRAINING AND STANDARDS

~~25.06 a) In the event any employee hired by the Fire Paramedic Service after October 23, 1985 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 Medical Director and the Fire Paramedic Chief 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 Service at the salary for that classification; or~~

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

~~b) In the event any employee hired by the Fire Paramedic Service prior to October 23, 1985 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 Medical Director and the Fire Paramedic Chief 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 Service at his present salary, but said salary shall be "red circled"; or~~

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

~~Any employee so transferred within the Service or placed in alternate employment within the City of Winnipeg Civic Service as outlined 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~~

~~25.07 Subject to maintaining sufficient numbers of Paramedic II's satisfactory to the City, an employee may elect to remain in a lower classification at the corresponding rate of pay.~~

~~25.08 In the event an employee in the Medical Attendants "C" classification fails to maintain certification or "recertify" then the following shall happen:~~

~~a) For employees hired by the Fire Paramedic Service after October 23, 1985, the employee shall immediately be reverted to an Emergency Medical Attendant "B" classification at the rate of pay for that Emergency Medical Attendant "B" classification. In addition, the employee must "recertify" within one (1) year, otherwise Clause 25.06(a) of the Collective Agreement shall apply.~~

~~b) For employees hired by the Fire Paramedic Service prior to October 23, 1985, the employee shall immediately be reverted to the rate of pay for a Driver Attendant Class 4 until such time as the employee regains the certification necessary for Medical Attendants "C".~~

25.06 (a) Participation in the training program shall, wherever reasonably possible, be conducted during duty time. Employee schedules may be amended for such purpose, however employees so affected shall be given as much advance notice as possible, but in no case shall an employee be compelled to alter their schedule without a minimum of one tours' notice. Employees required by the Fire

MGEU: _____
City: _____

Paramedic Service, to attend training courses during periods of time other than their on-duty time shall be paid at one and one half times (1.5X) their regular rate of pay for all hours worked. There shall be a minimum payment of three (3) hours at one and one half times (1.5X) their regular rate of pay. Lunch period shall be unpaid. Subject to Supervisory pre-approval where an employee is unable to complete training during on-duty time, for situations where attendance is replaced by an online or e-learning module, the same compensation shall be provided. [2017]

(b) Employees enrolled in training acknowledge the amount of study and time needed to complete the requirements of the program may require additional off duty study time without compensation. [2017]

25.07 In the event any employee hired by the Fire Paramedic Service 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 Medical Director and the Fire Paramedic Chief shall review the status of the employee and may select one (1) or more of the following options: [2017]

i. transfer the employee to another classification within the Service at the salary for that classification; or [2017]

ii. if no position within another classification within the Service is available, a reasonable attempt will be made to find alternate employment within the City of Winnipeg Civic Service, prior to consideration of termination of employment. [2017]

25.08 MGEU students will be given preference for training, precepting and clinical requirements ahead of any and all candidates external to the WFPS. [2017]

25.09 Employees who enroll in the WFPS ACP program subsequent to the date of ratification shall be subject to the following:

i. Where an excess of employees have successfully completed the WFPS ACP program, they shall be ranked by seniority and placed on an order of standing list. Subsequent ACP classes shall be ranked by seniority within that class and placed on the order of standing list below the preceding class. [2017]

ii. Reasonable efforts, including adjusting the amount of employees trained, shall be made to ensure the order of standing list does not exceed fifteen (15) employees. However the parties recognize there may be occasions

MGEU:
City:

where anticipated vacancies do not occur. In such cases the number of trained ACPs on the order of standing list may exceed fifteen (15). [2017]

iii. Employees on the order of standing list shall be compensated as ICPs, unless assigned to act as an ACP, for which they shall be paid at the appropriate ACP rates for all hours so assigned. [2017]

iv. Time spent on the order of standing list shall be considered as service returned as per the Return of Service – Memorandum of Agreement. [2017]

25.10 The WFPS is not obligated to recognize an external ACP designation unless the employee first obtains written approval from the Fire Paramedic Chief prior to starting an external ACP designation program. Where written approval has been obtained from the Fire Paramedic Chief and the employee successfully obtains the ACP designation, the employee shall be placed at the bottom of the order of standing list regardless of his/ her seniority. [2017]

25.11 The Service shall fill vacant ACP positions using the order of standing list to meet the minimum complement outlined in Article 4.04. Once the order of standing list is exhausted, the Service may staff vacant ACP positions using qualified internal/external candidate(s) who have the ACP designation and valid license / registration. [2017]

25.12 The Service will provide 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 and ensure such is maintained within the required timelines. Without limitation, the following are examples of the core courses that the Service would provide employees based on their bargaining unit designation:

i. Advanced Cardiac Life Support ACLS
ii. Basic Life Support BLS
iii. Pre-Hospital Trauma Life Support PHTLS
iv. Pediatric Advanced Life Support PALS
v. Neonatal Resuscitation Program NRP
vi. National Academy of Emergency Dispatch Courses [2017]

25.13 a) Employees who are designated as ICPs prior to date of ratification and are unable to attain ACP accreditation, shall maintain their ICP status and pay in accordance with salary scales as set out in this agreement. [2017]

b) Employees once enrolled in an ACP program, may defer completion of the ACP program for a period not to exceed five years, unless granted permission in writing for additional deferral by the Chief or designate. Once designated as ICPs, employees shall remain ICPs and compensated as such for the deferral period. [2017]

c) Employees, with the exception of those outlined in 25.13 a), who are unable or fail to complete the necessary requirements to achieve ACP, will revert to PCP. [2017]

25.14 a) Where the employer seeks to operate a training ambulance exclusively for the purpose of conducting precepting of students, the employer may assign WFPSOA Supervisory and Training Staff or qualified MGEU members to a supernumerary ambulance. This shall not result in the reduction or replacement of the number of MGEU staffed ambulances at any time. [2017]

b) WFPSOA Supervisory and Training Staff may be assigned to an ambulance for supervision or training purposes. Such assignment shall not result in the displacement or reduction of MGEU members. [2017]

ARTICLE 26 – CLASSIFICATIONS

26.05 An employee assigned by the Fire Paramedic Chief, or his designate, ~~as an Acting Supervisor or as an Acting Assistant Supervisor~~ **to act in a bargaining unit position with a higher classification rate of pay** for one (1) shift or more shall receive the ~~minimum~~ rate **of pay** for the respective position **at the step corresponding to the employee's service in accordance with the current practice. [2017]**

ARTICLE 29 – WELFARE AND GROUP INSURANCE

29.06 Vision Care

The City of Winnipeg agrees to provide a standard ~~Blue Cross~~ Vision Care Plan for eligible employees and their eligible dependent(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.

~~Effective January 30, 2013, maximum benefits payable under this Plan shall be:~~

- ~~for full-time employees/dependent(s): three hundred dollars ($300.00) per eligible person in a twenty-four (24) month period and seventy-five dollars ($75.00) per eligible person in a twenty-four (24) month period for the cost of eye examinations.~~

~~Effective on November 1, 2015,~~ **The** maximum benefits payable under this Plan shall be:

- for full-time employees/dependent(s): three hundred and fifty dollars ($350.00) per eligible person in a twenty-four (24) month period and eighty dollars ($80.00) per eligible person in a twenty-four (24) month period for the cost of eye examinations.

ARTICLE 30 – DURATION OF AGREEMENT

30.01 This Agreement shall become effective on **February 19, 2017** and shall remain in effect until February ~~18, 2017~~ **February 28, 2021. [2017]**

ARTICLE 32 – LABOUR/MANAGEMENT COMMITTEE

32.01 **a)** The City of Winnipeg and the Union agree to the formation and implementation of a Labour/Management Committee. The Committee shall consist of equal representation with, at a minimum, two (2) representatives each from the Union and from Management. The Committee shall meet at least six (6) times per year, but not more than once per month for purposes of discussing and resolving matters of common interest.

b) Participation in such meetings by designated union appointee(s) shall occur wherever reasonably possible during duty time. Appointee(s) shall be permitted to attend on duty time to such meetings without loss of pay/benefits. Shift start times may be adjusted with reasonable notice, and mutual consent, however weekly leave will not be modified. Should attendance/participation occur on other than duty time, the employees shall be compensated at straight time, plus one hour, for all time so engaged. Such time shall be banked to the appointee's credit for use at a mutually agreeable time, and shall not be subject to cash out. Should a union appointee refuse to accept a reasonable shift start modification, and attends the meeting, the employer is not obligated to provide straight time compensation for such attendance. [2017]

c) Participation by Union appointees for the following committees shall also be administered as per b) of this article: Medical Advisory Committee, Labour Management, Clothing Committee, and Mentoring Committee. [2017]

ARTICLE 34 – COLLECTIVE AGREEMENT

34.01 The City will pay fifty percent (50%) of the cost of providing each employee of the bargaining unit with a printed copy of the Collective Agreement as it is revised from time to time **provided the City's internal printing service is utilized or if utilizing an external provider, the cost is the same or less. [2017]**

MEMORANDUM OF AGREEMENT
(Amended date of ratification)
BETWEEN THE CITY OF WINNIPEG
AND
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION THE PARAMEDICS OF WINNIPEG, LOCAL 911

RE: PART-TIME EMPLOYEES

I. Definition – Part-time Employee

A part-time employee is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 18, however with a minimum guarantee of ~~twenty-four (24)~~ **fourteen(14)** shifts in a ~~sixteen (16)~~ **an eight** week cycle. **The minimum guaranteed shifts that a Part-time employee is required to work will be scheduled three (3) months in advance with the opportunity to pickup extra shifts as described in IIa) below.** Such shift guarantee does not preclude the lay-off or termination of a part-time employee subject to applicable Collective Agreement provisions. Part-time employees will be assigned to a specific platoon. **[2017]**

All part-time employees will be required to possess the same qualifications as full-time employees and shall work within the same standards and scope of practice, where applicable, as full-time employees as determined by the Service.

Probation

A new part-time employee shall be considered to be on probation for eighteen hundred (1,800) accumulated regular hours worked. **In the event that a new part-time employee on probation is unable to perform the majority of the duties of the classification in the position they hold due to being assigned to alternate duties, the probation period shall be extended by the equivalent number of hours.**

A new part-time employee's probationary period may be extended up to an additional six hundred (600) regular hours worked with written agreement of the Parties. [2017]

Seniority

A part-time employee shall accumulate seniority based on regular paid hours.

II. Provisions

a) Extra Shifts

A part-time employee may be required to work additional unscheduled shifts at their regular hourly rate of pay up to the number of shifts agreed to at the time of hire. **Extra shifts will be based upon operational need, anticipated vacancies and/ or time off requests by Full Time employees.** A part-time employee will not be required to work an additional unscheduled shift if the employee has already worked in that day. **[2017]**

MGEU:
City:

The employee shall make their availability known to the WFPS at the time of hiring and shall be given preference for extra shift **selection as per the current practice**. Availability may be reviewed from time to time at the **request of the** Employee **or Employer.** ~~request.~~ Such extra shifts shall be distributed as equitably as possible amongst the part-time employees depending on their availability and the employee having the expertise and skill to match the required work. **[2017]**

~~Part-time employees will be scheduled three (3) months in advance, with the opportunity to pick up extra shifts.~~ Should a part-time employee decline more than three (3) of the extra shifts offered to them any quarter or twelve (12) in any year they may be offered no further extra shifts and may be terminated, unless the part-time employee has provided and the Service has accepted their restricted availability in advance of the scheduling period. Acceptance of a part- time employee's restricted availability will not be unreasonably withheld. **Where restricted availability is not accepted by the Employer, the Union shall be notified in writing as soon as practicable. [2017]**

A part-time employee is eligible for shift premium in accordance with Article 18.03 **a). [2017]**

b) Overtime

Overtime means authorized time worked which exceeds twelve (12) hours in a shift if working in a position in which a full-time employee works a twelve (12) hour shift or which exceeds eight (8) hours if working in a position in which a full- time employee works an eight (8) hour shift, or for hours in excess of three hundred and twenty (320) hours over an eight (8) week cycle. Overtime rates paid shall be in accordance with Article 19.01.

In the event that a part-time employee has worked enough extra shifts to the extent that working further additional shifts would qualify him or her for overtime pay on a shift, said shift shall be offered to a full-time employee as overtime before a part-time employee shall be paid at overtime rates to work a shift.

c) Sick Leave

A part-time employee shall accumulate sick leave credits based on one and one-quarter (1.25) days per month x twelve (12) months = fifteen (15) days divided by twenty-six (26) pay periods = .057690 per pay period x total hours worked (service hours).

A part-time employee is only able to utilize sick leave credits after six (6) calendar months of employment.

A part-time employee is only eligible to use sick leave credits to provide sick leave with pay for shifts, which they are unable to work due to illness, that are part of their scheduled shifts. A part-time employee who agrees to work an "extra shift" and is then subsequently unable to work that shift due to illness shall not be eligible for sick leave with pay to cover the extra shift. Absences due to

MGEU:
City:

illness for "extra shifts" will not be used as part of the City of Winnipeg Attendance Management Program.

Part-time employees are not eligible for sick leave cash-out.

Family illness, of three (3) days per year as per Article 24.11 shall be pro-rated for part-time employees based on their contracted hours of work.

d) General Holidays

A part-time employee will be paid four point eight (4.8%) percent of their basic pay in lieu of time off for General Holidays. Such Holiday Pay shall be calculated on all paid hours (excluding overtime hours as per Article 19.01 but including regular hours worked on a General Holiday) and shall be included in each regular pay.

A part-time employee who works on a General Holiday listed in Article 20 shall be paid time and one-half (1.5x) for the regular hours of the shift worked. In the event that a part-time employee working on a General Holiday works in excess of the regular scheduled hours, they shall be paid overtime in accordance with Article 19.01.

e) Vacations

A part-time employee shall not be eligible to accumulate vacation pay, however they will be paid six (6%) percent of their basic pay in lieu of paid time off for vacations. Such Vacation Pay shall be calculated on all paid hours (excluding overtime hours as per Article 19.01 but including regular hours worked on a General Holiday) and shall be included in each regular pay.

Effective the ~~2013/2014~~ **2019/2020** vacation year, **P**art-time employees shall ~~select~~ **submit** their vacation **by platoon** prior to March 15th and the Service shall post the vacation schedule no later than April 15 **subject to the following:**

i. **Part-time employees shall book three (3) weeks of unpaid vacation. [2017]**

ii. **One week of unpaid vacation is equal to one tour where a part-time employee is assigned to a twenty-four (24) hour platoon. [2017]**

iii. **Once the vacation schedule has been posted a part-time employee may cancel their scheduled week(s) vacation. [2017]**

iv. **After the vacation schedule is posted and where a part time employee has canceled any week(s) of vacation, a part time employee may submit a request single day(s) of unpaid vacation. The granting of unpaid vacation day(s) will be dependent upon operational considerations. [2017]**

A part-time employee who is assigned to a twenty-four (24) hour platoon may convert unpaid vacation as follows:

MGEU:
City:

One week	**3.0 days**
Two weeks	**6.0 days**
Three weeks	**9.0 days**

For the purpose of the above chart, day is equal to a twelve (12) hour shift.

f) Personal Equipment and Uniforms

A new part-time employee (except Communications Operators and Storekeepers) shall receive the following items on initial issue:

Three (3) pairs of epaulettes
Three (3) pairs of cargo pants
Two (2) pairs of winter gloves
One (1) pair winter boots
One (1) pair of summer footwear
Four (4) polo shirts
One (1) bomber jacket ensemble
One (1) toque
One (1) pant liner
One (1) gear bag
One (1) laminated WFPS Identification Card
One (1) duty belt (inner and outer belt ensemble)
Four (4) belt keepers
One (1) medical equipment holder for duty belt
One (1) stethoscope
One (1) pair of trauma scissors
One (1) oxygen tank key
One (1) pen light
One (1) flashlight
One (1) flashlight holder
One (1) pair personal safety glasses
One (1) safety glasses holder
One (1) portable radio holder
One (1) pager holder
One (1) microphone holder
One (1) cell phone holderOne (1) PPE Respiratory Mask – Fitted
QB 2 Hearing Protection

Upon successful completion of the probationary period the employee will be entitled to receive:

One (1) dress tunic with appropriate flashes
One (1) pair of dress trousers
One (1) blue dress shirt
One (1) shirt tie (black)
One (1) dress belt
One (1) dress uniform breast badge

Annually thereafter a part-time employee who is contracted for less than a one- half (.5) FTE shall receive one hundred and fifty (150) points per year and a part- time employee who is contracted for more than a one-half (.5) FTE shall receive three

hundred (300) points per year, in accordance with the provisions of the Collective Agreement. A part-time employee shall not be entitled to a cash rebate as described in Article 17.

g) Bereavement Leave

A part-time employee is entitled to bereavement leave in accordance with Article 23. Bereavement leave with pay will not be considered applicable to "extra shifts".

h) Increment

A part-time employee shall be granted increments based on the employee accumulating one (1) year of satisfactory service, one (1) year is the equivalent hours of the full-time position (two thousand one hundred and eighty-four [2,184] hours annually for Paramedics and Communications Operators, two thousand and eighty [2,080] hours annually for Storekeepers), exclusive of overtime. Time counted shall be all regular paid hours.

i) Benefits

i) Dental and Vision Care benefits will be paid in accordance with the terms of the City of Winnipeg's Dental and Vision Care Plans. Maximum benefit levels for part-time employees will be pro-rated on the basis of twenty-five percent (25%), fifty percent (50%) or seventy-five percent (75%) of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg's Dental and Vision Care Plans.
Pro-rated benefit levels will be based on regular contracted hours as a percentage of full-time hours as follows:

Eligible part-time employees with:

regular contracted hours equaling seventy-five percent (75%) or more of full-time hours shall receive seventy-five percent (75%) of the maximum benefit levels

regular contracted hours equaling fifty percent (50%) or more of full- time hours shall receive fifty percent (50%) of the maximum benefit levels

Other eligible part-time employees shall receive twenty-five percent (25%) of the maximum benefit levels.

For a part-time employee who is eligible and after one year of employment, effective January 1 of a given year, pro-rated benefit levels will be adjusted based on hours worked by an eligible part-time employee during the twelve (12) months between December 1st and November 30th of the previous year.

ii) Part-time employees would not be eligible for Extended Health benefits.

MGEU:
City:

j) Access to Training

A part-time employee shall be granted access to all training requirements for licensing and safety. Such training shall be paid as per the Collective Agreement.

k) The complement of part-time employees shall not exceed ~~ten percent (10%)~~ **fifteen percent (15%)** of the total number of full-time employees without the mutual agreement of the parties. **[2017]**

~~The parties commit to review this provision on an annual basis or more often if required. The ten percent (10%) maximum stated above shall only be amended with the agreement of both parties.~~

~~Effective Pay Period 4, 2013 the ten percent (10%) maximum shall be increased to fifteen percent (15%).~~

Agreed this _____ day of _____, 2018

_____

For the City of Winnipeg Negotiating Committee

_____

For the MGEU Negotiating Committee

MGEU:
City:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG
AND
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION THE PARAMEDICS OF WINNIPEG, LOCAL 911

RE: RESPECTFUL WORKPLACE

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 behaviours such as unlawful discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour.

The parties recognize that disruptive workplace conflicts and disrespectful behaviour can jeopardize an individual's dignity and well-being and/or undermine work relationships and productivity. The parties commit to provide a workplace built upon the principle of fair and respectful treatment in order to minimize these conflicts.

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.

The City of Winnipeg's Respectful Workplace Administrative Directive shall be followed on matters relating to respectful workplace including procedures when the principles of this Letter of Understanding have been violated. Individuals have the right at any time, to file a grievance under Article 6 – Grievance Procedure ~~or to file a Manitoba Human Rights Commission complaint.~~ **[2017]**

The Respectful Workplace Administrative Directive defines harassment as any behaviour that demeans, humiliates or embarrasses a person and that a person knows or ought reasonably to know would be inappropriate or unwelcome. It may comprise objectionable conduct, comment or display by a person. It may be a single incident or continue over time.

The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, political association or political activity, religion, family status, sex, including pregnancy, gender- determined characteristics, age, marital status, sexual orientation, **gender identity, social disadvantage,** source of income, and physical or mental disability. **[2017]**

In addition to the prohibitions defined by the Code, the parties agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Union.

Agreed this _____ day of _____, 2018

_____
For the City of Winnipeg Negotiating Committee

_____
For the MGEU Negotiating Committee

MGEU:
City:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG
AND
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION THE PARAMEDICS OF WINNIPEG, LOCAL 911

RE: INTERFACILITY TRANSPORT TEAMS

In consideration of a joint Department-Union effort to secure the Winnipeg Regional Health Authority Inter-Facility Transport contract the following provisions shall apply to the employees of the Inter-Facility Transport team Division.

The City shall staff and maintain a suitable number of Inter-Facility Transport Team Units to perform transfers, **if required and mandated,** as per the **Shared Health /** Winnipeg Regional Health Authority – Winnipeg Emergency Response Service contract. **The parties agree that such work may involve use of specialized non City of Winnipeg employees including, but not limited to, Respiratory Therapists, Medical Doctors, Neonatal Specialists, & Organ Transplant Teams. The use of such non employees for IFT shall not displace any MGEU employee, nor result in the reduction or elimination of MGEU positions. [2017]**

Inter-Facility Transport Team Units will not be required to respond to Code 3 or Code 4 911 incidents. Notwithstanding this, Inter-Facility Transport Team Paramedics may encounter situations where it is their professional responsibility to render Paramedic support.

The Inter-Facility Transport Team may also be utilized to assist in the event of exceptional circumstances where 911 calls have depleted regular Emergency Units. This is not to be construed as work outside of the Inter-Facility Transport team specification.

In the event of a disaster or mass casualty incident and at the direction of the EMS Superintendent, Inter-Facility Transport Team Paramedics may be required to respond to incidents outside of their specification. Each such incident must be charted and shared with the Union as information.

Agreed this _____ day of _____, 2017

_____
For the City of Winnipeg Negotiating Committee

_____
For the MGEU Negotiating Committee

MGEU: _____
City: _____

LETTER OF UNDERSTANDING

BETWEEN THE CITY OF WINNIPEG
AND
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION THE PARAMEDICS OF WINNIPEG, LOCAL 911

RE: VACATION SCHEDULING

In regards to the matter of vacation entitlement and vacation scheduling the parties agree as follows:

1. The Winnipeg Fire and Paramedic Service (WFPS) will maintain a minimum of three (3) ambulances staffed with at least one (1) Advanced Care Paramedic (ACP) on each of four (4) Platoons.

2. Vacations will be granted in accordance with Article 21 of the Collective Agreement except:

   a) Where the leave applications reduce the number of ACP qualified personnel below the complement necessary to staff the three (3) ambulances, in which case an alternate choice by seniority would then be considered for the applicant(s) being denied.

   b) In the case of the 24 Hour Emergency Units, a maximum of ~~four (4)~~ **Six (6)** ACP/ICP Paramedics may be on scheduled leave at any given time. **[2017]**

   For clarity, any amendment to the increase of ACP/ICP Paramedics shall not impact previously approved vacation and shall not cause the Service to exceed the maximum of ~~seventeen~~ **eighteen** percent ~~(17%)~~ **(18%)** of total staff on scheduled leave. **[2017]**

   ~~For the 2014/2015 vacation year, in the case of 24 Hour Units, the City may allow a maximum of five (5) ACP/ICP Paramedics to be on scheduled leave at any given time. Prior to the posting of the vacation schedule, the Service will meet with the Union to review the schedule.~~

   ~~For the 2015/2016 vacation year, in the case of 24 Hour Units, the City may allow a maximum of six (6) ACP/ICP Paramedics to be on scheduled leave at any given time.~~

   c) In the case of the Peak Units, a maximum of three (3) PCP's, which may include two (2) ACP/ICP's, may be on scheduled leave at any given time period.

   d) In the case of Paramedics designated for specialty programs as Identified in Appendix A, **and the ACP Practitioner classification,** in recognition of the specialized scope of work and skill set required, where the leave applications reduce the number of qualified personnel below the complement necessary to staff the specialty program, an alternate

MGEU:
City:

choice by seniority within the Platoon would then be considered for the applicant(s) being denied.

e) In order to facilitate ongoing training initiatives to achieve an ALS service, annual vacation and statutory holiday credits shall be subject to a maximum percentage of employees on scheduled leave at any given time shall not exceed ~~seventeen~~ **eighteen** percent ~~(17%)~~ **(18%). [2017]**

Statutory leave requests beyond the ~~seventeen~~ **eighteen** percent ~~(17%)~~ **(18%)** to a maximum of twenty percent (20%) of total staff on leave may be approved on short notice but shall be subject to operational and training requirements. **For clarity, Leave granted as per the Letter of Understanding: STAT Tour shall take priority over stat leave requested under this LOU. [2017]**

3. In the event the WFPS is unable to staff the minimum of three (3) Advanced Life Support (ALS) Units due to short term illness or injury of ALS personnel, the WFPS will make reasonable efforts to utilize ACP qualified employees of the Union on an overtime basis.

4. The WFPS may periodically balance the number of ALS personnel per Platoon to increase the minimum number of ALS staffed units based on periodic reviews to determine and meet future considerations relating to staffing resources that may affect operational requirements, and such adjustments will be done in accordance with the Collective Agreement.

5. These provisions shall be reviewed every four (4) years and subject to staffing and operational requirements, consideration shall be given to increasing the limit on maximum percentage of personnel on scheduled leave closer to twenty percent (20%).

Agreed this _____ day of _____, 2018

_____
For the City of Winnipeg Negotiating Committee

_____
For the MGEU Negotiating Committee

MGEU:
City:

APPENDIX A

TO

LETTER OF UNDERSTANDING VACATION SCHEDULING

RE: SPECIALTY PROGRAMS

Designated Specialty Programs as referred to in 2 d) of the Letter of Understanding are as follows:

~~1. Main Street Project.~~**Community Paramedic (MSP and EPIC Programs) [2017]**
2. **Tactical Emergency Medical Services (TEMS) [2017]**

By mutual agreement this Appendix may be amended during the term of the Collective Agreement as required to include any additional designated specialty programs.

Agreed this _____ day of _____, 2018

_____
For the City of Winnipeg Negotiating Committee

_____
For the MGEU Negotiating Committee

MGEU:
City:

LETTER OF UNDERSTANDING

BETWEEN THE CITY OF WINNIPEG
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
THE PARAMEDICS OF WINNIEPG, LOCAL 911

RE: WELLNESS AND FITNESS

This will confirm the agreement of the parties to evaluate the current fitness initiative described under Article 33 – 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 February 28, 2021 and may implement any initiatives by mutual agreement.

Agreed this _____ day of _____, 2018

_____
For the City of Winnipeg Negotiating Committee

_____
For the MGEU Negotiating Committee

MGEU: _____
City: _____

LETTER OF UNDERSTANDING

BETWEEN
THE CITY OF WINNIPEG
AND
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
THE PARAMEDICS OF WINNIPEG, LOCAL 911

RE: STAT TOUR

Commencing January 1, 2019 permanent employees credited with twelve (12) general holiday credits for a calendar year in accordance with Article 20.01 b) shall select one (1) tour of duty within the same calendar year in accordance with the terms below.

The terms are agreed as follows:

1. **Between November 15th and November 30th of the preceding calendar year, employees may submit their request for the Stat Tour for dates made available for the next calendar year between the dates of January 1st and April 30th. The approved Stat Tours for this period will be posted by December 15th of the preceding calendar year.**
2. **Between March 15th and March 30th, employees may submit their request for the Stat Tour for dates made available for the same calendar year between the dates of May 1st and December 31st. The approved or scheduled Stat Tours for this period will be posted by April 15th.**
3. **Employees must submit a request for one tour of duty in either of the above referenced time periods. Employees that do not submit their request by the March 30th deadline shall have their stat tour assigned by the Service.**
4. **Employees should indicate a first, second and third choice on their submission.**
5. **All requests shall be scheduled in order of seniority and must be taken as scheduled.**
6. **Employees may submit a request for additional tours which shall only be considered after all employees have had the required one (1) tour of duty scheduled.**
7. **Additional requests shall be considered in the order of seniority and must be taken as scheduled.**
8. **All terms of Article 20.01 b) regarding eligibility for general holiday credits will apply.**

Notwithstanding Article 21.09, in order to accommodate the dates identified in point 2 above, and for the trial period only, the parties agree:

> ***Employees shall select their vacation prior to February 15th and the Service shall post the vacation schedule no later than March 15th.***

Utilizing the existing Shift Exchange Form and in accordance with existing procedures, trades of scheduled Stat Tours will be permitted as follows:

1. **Trades must be conducted between employees in the same classification (e.g. ACP/ICP to ACP/ICP and PCP to PCP).**
2. **Trades can only occur between employees of the same platoon.**
3. **Trades are subject to approval by the Superintendent.**

The parties agree that employees may substitute a scheduled stat tour with sick leave in accordance with amended clause 24.09 Sickness While on Vacation. The Employer shall reschedule the displaced stat tour later in the year amongst available tours with consideration given to the Employee's wishes.

When an Employee is transferred to a different platoon assignment, all reasonable efforts will be made to schedule the stat tour as close to the originally assigned dates as possible. If such is not possible then new dates will be selected, providing consideration to the Employee's wishes.

This terms and conditions contained within this Letter of Understanding may be amended upon written agreement of the parties during the life of this agreement. The LOU shall terminate as of December 31st 2020.

Agreed this _____ day of _____, 2018

_____

For the City of Winnipeg Negotiating Committee

_____

For the MGEU Negotiating Committee

MGEU:
City:

LETTER OF UNDERSTANDING

BETWEEN
THE CITY OF WINNIPEG
AND
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
THE PARAMEDICS OF WINNIPEG, LOCAL 911

RE: CLOTHING ENTITLEMENT POINT SYSTEM COMMITTEE

As the parties were unable to reach agreement during bargaining regarding changes to the language related to the current clothing entitlement point system, the parties agree that during the term of the Collective Agreement expiring February 28, 2021, the parties shall meet and review the current clothing uniform issue and point system with the intent to revise on a cost-neutral basis.

All changes must be mutually agreed to and any mutually agreed to changes may be implemented during the term of the Agreement.

Agreed this _____ day of _____, 2018

_____
For the City of Winnipeg Negotiating Committee

_____
For the MGEU Negotiating Committee

LETTER OF
UNDERSTANDING

BETWEEN THE CITY OF WINNIPEG
AND
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES'
UNION THE PARAMEDICS OF WINNIPEG, LOCAL 911

RE: CRITICAL INCIDENT STRESS MANAGEMENT PEER SUPPORT TEAM

The parties agree that the current policies and procedures related to the activation and management of the Critical Incident Stress Management Team should be reviewed, refreshed and more effectively communicated to all employees. **Prior to changing the protocol the Service shall consult with the Union.**

~~In that regard, the City commits, that within twelve (12) months of ratification of this Collective Agreement, the policies and procedures related to the Critical Incident Stress Management Team will be reviewed and updated as necessary. Once completed, the City will ensure that employees receive education on the updated policies, procedures and programs. Any changes to the policies, procedures, or programs shall be communicated and available to all employees and supervisors.~~

Agreed this _____ day of _____, 2018

For the City of Winnipeg Negotiating Committee

For the MGEU Negotiating Committee

MGEU:
City:

LETTER OF UNDERSTANDING

BETWEEN THE CITY OF WINNIPEG
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
THE PARAMEDICS OF WINNIEPG, LOCAL 911

RE: TACTICAL EMERGENCY MEDICAL SERVICES (TEMS) SELECTION

The principles outlines in the LOU apply exclusively and solely to the selection of personnel for the TEMS Program. The parties agree that this LOU cannot be referenced or utilized for selection in regards to any other vacancy, posting, or expression of interest within the bargaining unit.

Therefore parties agree to the following principles related to TEMS selection:

1. **In order to apply for TEMS an employee must possess the necessary qualifications/ certification/ licensure of the paramedic designation (PCP, ICP, or ACP) as the case may be.**

2. **Applicants must have a minimum equivalent of 3 years full time experience and must be employed in a full time capacity.**

3. **Applicants must meet all other criteria as determined by the Employer. The Union will be provided the criteria and notified in writing or electronically of any changes thereto.**

4. **The most suitable applicant, as determined by the score of the criteria established by the Employer, will be selected. In the event that the Employer determines that two or more applicants are equally suitable, the Employer will select the most senior applicant first.**

Agreed this _____ day of _____, 2018

_____

For the City of Winnipeg Negotiating Committee

_____

For the MGEU Negotiating Committee

LETTER OF UNDERSTANDING

BETWEEN THE CITY OF WINNIPEG
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION
THE PARAMEDICS OF WINNIEPG, LOCAL 911

RE: PARAMEDIC SELF REGULATION

Until such time as self regulation of paramedics is implemented in the Province of Manitoba, the WFPS will continue to provide a process wherein the correspondence and submission of documentation with the licensing body to provide notification and confirmation of license status to members shall continue.

Where the WFPS continues to provide such process to any WFPS member subsequent to implementation of paramedics self regulation, the same shall be provide to MGEU members.

Upon implementation of paramedic self regulation the parties agree to meet to discuss the effect upon the Employer and the Bargaining Unit.

Agreed this _____ day of _____, 2018

_____
For the City of Winnipeg Negotiating Committee

_____
For the MGEU Negotiating Committee

MGEU:
City:

APPENDIX 1

List and Order of Arbitrators

Diane E. Jones, Q.C.

Michael D. Werier

~~Arne Peltz~~

~~Gerald D. Parkinson~~

Krista Gibson

William Hamilton

The Parties agree that Arbitrator Peltz will not form part of the regular rotation of the above list however the parties may access him on an adhoc basis from time to time. **[2017]**

MGEU:
City: