Winnipeg

THE CITY OF WINNIPEG

- AND -

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

COLLECTIVE AGREEMENT

EFFECTIVE

FEBRUARY 19, 2017 TO FEBRUARY 28, 2021

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THIS AGREEMENT made and entered into as of this **21st day of June 2018.**

BETWEEN

THE CITY OF WINNIPEG

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

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

(hereinafter referred to as the "**Union**")

OF THE SECOND PARTY

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to recognize their mutual obligation to provide the best possible quality of ambulance service in the City of Winnipeg and to maintain harmonious relationships between the City and its employees; and to recognize the value of joint discussion and negotiation in matters relating to working conditions and to provide an amicable method of settling any differences or grievances which may possibly arise between the parties hereto without stoppage of work or interruption of service to the public.

AND WHEREAS the City and the Union have agreed to enter into a collective agreement containing the following terms and conditions of employment.

NOW THEREFORE the City and the Union agree as follows:

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 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 Definitions

a) Year

Any period of twelve (12) consecutive months unless specifically modified to mean otherwise. [2017]

b) Calendar Year

Twelve (12) consecutive months that begin on January 1st and end on December 31st. [2017]

c) Written Communication

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. [2017]

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union and employees within the Union recognize and acknowledge that it is the exclusive function of the Service to:

a) Maintain order, discipline and efficiency;

b) Hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee within the Union provided that a claim for discriminatory promotion, demotion or transfer of a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided; and

c) Generally to manage the operation and undertakings of the Service and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment and clothing and machinery which the Service deems necessary for the efficient and economical carrying out of the operations and undertaking of the Service.

2.02 The City agrees that it will not exercise any of the functions set out in Clause 2.01 in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3 – UNION SECURITY

3.01 Except as otherwise hereinafter provided, all employees covered by this Collective Agreement, as defined in Article 1 – Recognition, shall, as a condition of employment, become and remain members in good standing of the Union.

In the case of present employees covered by this Agreement who are not members of the Union, such employees shall have thirty (30) days following the signing of this Agreement to become members. In the case of new employees hired after the effective date of this Agreement, such employees shall have thirty (30) days following the date of

hiring to become a member of the Union. The Union agrees that it will not unreasonably deny membership in the Union to any employee who makes application therefore.

3.02 The City agrees to deduct regular Union dues, or the equivalent, from all bargaining unit employees from the first pay period of each month.

3.03 The amount of dues deducted, accompanied by a statement of deductions from individuals, shall be remitted to the Secretary of the Union within fifteen (15) days after the aforementioned deductions are made.

3.04 The Union shall notify the City, in writing, of any changes in the amount of membership dues at least one (1) month in advance of the end of the pay period which the deductions are to be made.

3.05 The Union shall indemnify the City and save them harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as provided by this Article.

ARTICLE 4 – JOB SECURITY

4.01 a) **The delivery of ambulance and paramedical services by the Winnipeg Fire Paramedic Service, 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 supervisory staff/District Chief Paramedic Operations. [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 in 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 licence, 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 Article 4.01(b). [2017]**

4.04 **The Service shall maintain a minimum complement of sixty-five (65) full-time equivalent Advanced Care Paramedics (ACP). ACP's shall be assigned shifts in accordance with Articles 18.01(i) or 18.01(ii). The complement of ACP's 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-P's shall be assigned shifts in accordance with Articles 18.01(i) or 18.01(ii). The complement of ACP-P's 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 ACP's required as per Paragraph 1, and Intermediate Care Paramedics (ICP) as per Paragraphs 3 and 4 of the Memorandum of Settlement dated May 9, 2007 "Work Share Agreement". [2017]**

4.07 **The Intermediate Care Paramedic 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 licence/registration to practice paramedicine in the Province of Manitoba, subject to the following conditions:**

a) **Employees shall be provided a reasonable opportunity to reinstate their licence/registration status prior to consideration of termination of employment, excluding termination for just cause.**

b) **Employees who are unable to maintain their licence/registration due to injury, illness or disability shall first be considered for accommodation in**

accordance with the Letter of Understanding Re: Reasonable Accommodation.

c) Employees who are unable to maintain their licence/registration for any reason other than those as outlined in (a) and (b) of this provision, shall be subject to the conditions as outlined in Articles 25.07(a) and (b). [2017]

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

ARTICLE 5 – UNION REPRESENTATION

5.01 The Union shall name a Grievance Committee of not more than three (3) members who shall be employees of the City covered by this Agreement. The Union agrees to advise the City, in writing, of the names of the Committee members and the City shall be obliged to recognize only those persons of whom it has been so notified.

5.02 The Union may designate, and the City shall recognize, Shop Stewards for each work area as shall be agreed by the parties hereto to be reasonable and proper. The Union shall advise the City, in writing, of current Union Officers and Shop Stewards.

5.03 The Union shall designate, and the City shall recognize, three (3) 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 the City Representatives for the purpose of negotiating amendments or a renewal of this Collective Agreement.

5.04 Matters pertaining to the interpretation, application or administration of this Agreement may be made the subject of a meeting between the City and the Union. Only Grievance Committee members, the President, or his designate, and a Consultant, or his designate, of the Union shall be present at such meetings with the City.

5.05 The parties hereto may wish to discuss matters which are not contractual but are of mutual interest of the harmonious relationship of the City and the employees. Only the Grievance Committee and the President, or his designate, shall be present at such meetings with the City Representatives except that the Union Consultant, or his designate, may attend if either party so desires.

5.06 It is agreed that the Union Committee members and Shop Stewards have regular duties to perform in connection with their Union function; for the purposes of negotiations, attending to and processing grievances. Reasonable time off from regular duty shall be provided for such functions through their Supervisor without loss of pay.

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 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 **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 **written** decision within **ten (10) days. [2017]**

Step 2

Should this **written** decision of the employee's immediate supervisor be unsatisfactory to the employee, the employee's complaint shall, with 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.

Within fifteen (15) days after receipt of the written grievance to the Fire Paramedic Chief or designate shall meet with the Union Grievance Committee to discuss the grievance and 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. [2017]

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 (15) 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 within five (5) working days advance notice in writing to the Fire Paramedic Chief, or designate specifying the date(s) of leave being requested. [2017]**

f) **Each party shall pay one-half (½) 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]**

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 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]**

6.04 The City may file a written grievance alleging violation or misinterpretation of any provision of this Agreement provided that such grievance is submitted within thirty (30) days of such alleged violation or misinterpretation. Such grievances shall be filed with the Chairman of the Union's Grievance Committee who shall, within five (5) days after the receipt of the grievance, convene a meeting of the City Representatives to discuss the matter. The Grievance Committee's answer will be given, in writing, within five (5) days of the end of such meeting. If the matter is not resolved under the terms of this Paragraph it may be submitted to arbitration as specified in this Article.

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.

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 **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 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 **disciplined**, the matter will be referred to the Fire Paramedic Chief as in **Article 6.01 - 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 **upon request,** have the right to see his Union Representative prior to leaving the Service premises. **[2017]**

7.03 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.

7.04 An employee may be held out of service with pay, or reassigned within the Service, for the purposes of conducting an investigation. If disciplinary action is contemplated, he will be so informed and he can meet with the Fire Paramedic Chief in the presence of a Union official.

7.05 An employee who is suspended or discharged shall be given together with the **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 a) An employee, upon request by way of arranging for an appointment, may view their personnel file. An employee may be accompanied by a Union Representative to view their file, if they so choose. An employee may respond in writing to any documents in their personnel file and have their reply attached, and placed in their personnel file.

b) An employee is entitled to receive copies of any documents on their personnel file.

c) If a period of **two (2) years** has passed, subject to modification on mutual agreement **and where discipline was imposed for misconduct of any type** and no further occurrences of **similar** nature have been recorded, then the offense shall be stricken, **upon the employee's request,** from the **employee's** personnel file. **[2017]**

ARTICLE 8 – ARBITRATION

8.01 Either party deciding to submit a matter to arbitration shall notify, by registered mail or by any other mutually agreeable method, the other party of intentions to do so within the time limits so specified in Article 6.02.

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.

8.02 The party when receiving a notice shall, within five (5) working days, thereafter notify the other party of its nominee to a Board of Arbitration.

8.03 The City and the Union Nominees shall, within five (5) working days of the last appointment, meet in an attempt to select a neutral Chairman.

8.04 If the Union and the City Nominees are unable to reach an agreement within a further five (5) day work period on the selection of a Chairman, they will submit a request to the Minister of Labour for the Province of Manitoba to appoint a Chairman.

8.05 The parties hereto shall each bear the costs of their own nominee and fifty percent (50%) of the costs of the Chairman.

8.06 The Arbitration Board or Single Arbitrator shall not be empowered to change, by its decision, any provisions of this Agreement or to set provisions of a new Agreement.

8.07 After the Single Arbitrator has been agreed upon, or an Arbitration Board has been formed by the foregoing procedure, it shall meet and hear evidence of both sides and render its decision as soon as possible after completion of and taking of evidence and its decision, or the decision of the majority of the Board, shall be final and binding upon the employee, the Union and the City.

ARTICLE 9 – STRIKES AND LOCKOUTS

9.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the City and the Union agree that there shall be no strike, slow down or other stoppage of work during the term of this Agreement.

ARTICLE 10 – SPECIFIC PERFORMANCE AND PRESENT WORKING CONDITIONS

10.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by either party shall not constitute a precedent for any further waiver or for the enforcement of any breach.

ARTICLE 11 – PROBATION AND TERM EMPLOYEES

11.01 A new employee will not be regarded as permanently employed until he completes a nine (9) month probationary period. An employee's probationary period may, at the discretion of the Chief, be extended. The employee and the Union will be advised at a meeting, of the reasons for the extension. The extension shall be for a period of no

more than three (3) additional months, unless otherwise agreed to by the Union and the employee concerned.

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 probationary period as established in accordance with Article 11.01 and, notwithstanding any other provisions of this Agreement, the City shall have the exclusive right to discharge probationary employees within the probationary period.

11.04 Term Employees

a) A term employee means an employee who has been hired for a specific term of employment:

i) Where a term employee is hired to replace a permanent employee who is anticipated to be absent from work for an extended period of time, the length of the term of employment would be in accord with the anticipated length of the permanent employee's absence.

ii) Where a term employee is hired in relation to any assignment of duty or a specific project scheduled for termination, which constitutes a temporary position, the term of employment will not exceed the length of the temporary position. Where a temporary position has been filled by an employee for a period of twenty-four (24) months, a review shall be then undertaken by the City to determine the necessity of the position, and whether it should be made permanent, terminated or extended as temporary. The City may only extend a temporary position subject to agreement by the Union.

b) An employee hired as a term employee shall at the time of hiring be advised of the expected duration of the term of employment. At the conclusion of the identified term of employment, the Service shall not be required to provide notice of termination or pay in lieu thereof nor shall the employee be required to provide notice of resignation. In the event that a term employee is laid-off prior to the end of a specific term of employment, the employee will receive two (2) weeks written notice prior to the lay-off or be paid in lieu thereof.

c) A term employee is not eligible for sick leave cash-out.

d) Initial uniform issue for a term employee shall be the same as for a part-time employee. However term employees shall not participate in the "Clothing Points Program", nor shall they be entitled to a "Cash Rebate" under Article 17.

e) Term employees do not accrue seniority. However in the event that a term employee secures a permanent position in the bargaining unit prior to the expiration of their term of employment and providing there is no break in service, their employment as a term employee shall be connected for seniority purposes.

f) In the event that a term employee secures a permanent position in the bargaining unit prior to the expiration of their term of employment and providing there is no break in service and providing the permanent position is the same classification as the term position, the time worked as a term employee shall be counted towards the employee completing their probationary period.

g) A term employee is only eligible for Maternity Leave under Plan A of the Collective Agreement.

h) A term employee is covered by all other provisions of the Collective Agreement other than those specified above.

ARTICLE 12 – SENIORITY

12.01 Seniority of employees covered by this Agreement shall be governed by the following rules:

a) Permanent Employees – an employee who has been hired for a position and has successfully completed the nine (9) month probationary period.

b) Probationary Employees – an employee who has been hired for a position who has not yet completed his nine (9) month probationary period.

12.02 Seniority shall be the length of full-time service with the Fire Paramedic Service or full-time continuous service with its predecessor.

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

12.03 A new employee shall acquire seniority status after he has been in the employ of the Service for the probationary period of nine (9) months.

12.04 After completing the probationary period such an employee shall be regarded as a permanent employee and his seniority shall be calculated from the date of hire by the Fire Paramedic Service.

12.05 When two (2) or more employees are hired on the same day, their position on the seniority list shall be determined by a competency assessment process. All aspects of each individual's performance will be jointly evaluated by a team of equal number, not to exceed three (3) each, of representatives from the Training Academy and representatives from the Union. Union Representatives shall be compensated for time spent.

The individual demonstrating the highest level of competency shall be given the most senior placement on the seniority list. The individual with the second highest level of competency shall be given the second most senior placement on the seniority list and so on.

12.06 A seniority list, prepared by the Service, shall be posted showing for each employee listed thereon his name, classification, and seniority date.

12.07 Such seniority list will be brought up to date on February 1st and August 1st of each year. Each employee will be permitted a period of thirty (30) days after posting of the lists on which to protest, in writing, to the Fire Paramedic Chief any omission or incorrect posting effecting his seniority.

12.08 An employee on vacation or leave of absence or sick leave at the time of the posting of the seniority lists may protest within fifteen (15) days after his return to work or thirty (30) days from date of posting, whichever is greater.

12.09 Employees who have resigned or who are discharged for cause shall forfeit all seniority rights.

12.10 A proper notation will be made on seniority lists showing employees on leave of absence, laid off or other positions where they retain their seniority rights under the provision of this Agreement.

12.11 A copy of the seniority lists and amendments thereto will be furnished to the duly accredited Union Representatives.

12.12 Employees transferred to supervisory positions or to positions outside the bargaining unit within the Service shall retain their seniority status, but shall not accrue additional seniority in their former occupation while employed outside the bargaining unit for a period not to exceed one (1) year. Such employees shall only be allowed to exercise their seniority provided their return to their former occupation does not create a layoff of the existing bargaining unit employees. An employee transferred out of the bargaining unit in excess of one (1) year shall lose all seniority.

12.13 In the event of a layoff, the employees that are declared redundant and the Union Grievance Committee shall be given fifteen (15) working days advance notice in writing.

12.14 For the purpose of layoff (meaning herein and elsewhere in this Article layoff 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.

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

12.15 a) On the occasion of an increase of personnel, the Service will 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.

b) An employee retaining seniority rights only in his classification, as defined in 12.14(c) above, shall only be recalled to that classification.

12.16 An employee who has exercised his seniority in the manner defined by Paragraph 12.14(b) 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.

12.17 Employees who are laid off will be recalled under the terms of Paragraphs 12.15 and 12.16 of this Article.

12.18 An employee laid off due to staff reductions shall, when laid off, file his address with the Service and thereafter keep the Service and the Union informed of any change of address. An employee must give notice within five (5) days that he will return to the Service after notice to return to an assignment has been received. An employee shall forfeit all seniority if he does not return to the Service 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 Service with a copy to the Union.

12.19 All employees covered by this Agreement shall receive service pay for each month of actual work as hereinafter provided:

- Five dollars ($5.00) per month after completion of five (5) years of service
- Ten dollars ($10.00) per month after completion of ten (10) years of service
- Fifteen dollars ($15.00) per month after completion of fifteen (15) years of service

The service pay shall be paid annually on or before Pay Period #1 in the following year.

For the purpose of this Article the following shall apply:

a) Employees leaving the Fire Paramedic Service for any reason on or before the fifteenth (15th) day of any month shall not be entitled to service pay for that month.

b) Employees commencing employment after the fifteenth (15th) day of any month shall not be entitled to service pay for that month.

c) "Actual work" shall include paid time off as vacation, statutory holidays and paid sick leave.

ARTICLE 13 – JOB POSTINGS

13.01 Wherever new positions within the bargaining unit are created or vacancies occur, employees will be given preferences to such vacant job positions based on their seniority provided they are qualified to perform the job.

13.02 Except during a time when qualified employees are on lay off, or except as specified in Article 12 – Paragraph 14, all vacancies within the bargaining unit shall be posted for ten (10) working days to allow employees to make application for such jobs.

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 **three (3) month (ninety [90] day)** period if found unsatisfactory, or at his own request. **[2017]**

13.04 **Upon written request,** copies of bulletins will be furnished to the duly accredited Union 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.

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

13.07 If, within a period of sixty (60) days from the date of award, the employee who was awarded the vacancy withdraws for personal reasons, or is awarded another vacancy bulletin, the next senior bidder may be selected without a further bulletin being issued.

13.08 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.

13.09 Any special assignment to which the City wishes to convey an expression of interest to all employees shall follow the provisions of Article 13.02. Notification shall be provided to the Union Executive at least seven (7) days prior to the letter of interest being distributed to employees. The notification period may be amended by mutual agreement which shall not be unreasonably withheld.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 When the requirements of the Service will permit, employees will be allowed leave of absence without pay not exceeding ninety (90) days in any calendar year. Any request for leave of absence shall be submitted, in writing, with a copy sent to the duly accredited **Union** Representative who will be advised of the names of any employees on authorized leave. Employees shall give the Service as much notice as possible on any request for leave of absence. The Service shall notify the employee, in writing, with a copy to the **Union** whether or not his leave of absence will be granted within five (5) days of the employee's request.

14.02 Employees on leave of absence who engage in other employment will be considered terminated unless otherwise mutually arranged between the Service and the duly accredited **Union** Representative.

14.03 Any leave of absence in excess of ninety (90) days shall be subject to mutual agreement of the parties.

14.04 An employee returning after leave of absence will return to his former position provided it has not been abolished or a senior employee has not exercised his displacement rights thereon.

14.05 Leave for Public Duties

The City recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the City will grant leave of absence without loss of seniority but without pay so that employees, where eligible, may be candidates in a federal, provincial or municipal election.

Any employee who is elected to public office shall be granted, by the City, a leave of absence without loss of seniority but without pay, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during his term of office.

14.06 Education Leave

Notwithstanding anything hereinbefore contained, at the discretion of the Fire Paramedic Chief, an employee may be granted leave of absence without pay for a period of up to one (1) year for purposes of education directly related to the job. Such leave of absence, if granted, would be without loss of seniority and benefits which had accumulated at the date of the commencement of the leave of absence.

14.07 (A) Maternity Leave

A pregnant employee may elect Maternity Leave under either Plan A or Plan B, subject to the express provision relating to the job classification occupied by the pregnant employee.

"Maternity Leave" is defined for the purposes of this Section as being a leave of absence, granted in accordance with the provisions as hereinafter set out, for an employee to recover from the effects of pregnancy and delivery and to care for her newborn child.

A. Maternity Leave Plans

1. Plan A

a) The City shall grant Maternity Leave to a pregnant employee who:

i) has completed six (6) months continuous service with the City;

ii) submits to the Fire Paramedic Chief an application, in writing, for Maternity Leave under Plan A at least four (4) weeks before the date specified by her in the application as the date on which she intends to commence such Maternity Leave;

iii) provides to the Fire Paramedic Chief a certificate from a duly qualified medical practitioner ("the Certificate") certifying she is pregnant and specifying the estimated date of delivery.

b) Maternity Leave under Plan A shall be considered as a leave of absence without pay.

2. Plan B

a) In order to qualify for Maternity Leave under Plan B, a pregnant employee must:

i) have completed the equivalent of twelve (12) months of full-time continuous service with the City as at the time she notifies the Fire Paramedic Chief of her pregnancy;

ii) submit to the Fire Paramedic Chief an application, in writing, for Maternity Leave under Plan B at least four (4) weeks before the date specified by her in the application as the date on which she intends to commence such Maternity Leave;

iii) provide to the Fire Paramedic Chief a certificate from a duly qualified medical practitioner ("the Certificate") certifying she is pregnant and specifying the estimated date of delivery.

iv) provide the Fire Paramedic Chief with proof that she has applied for Employment Insurance benefits and that Human Resource Skills and Development Canada (the HRSDC) has agreed that she has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act, 1997.

b) An applicant for Maternity Leave under Plan B must sign an agreement with the City to provide that:

i) she will return to work and remain in the employ of the City for the equivalent of at least six (6) months of full-time employment following her leave, within two (2) consecutive years following her return to work;

ii) she will return to work on the date of the expiry of her Maternity Leave; and

iii) should she fail to return to work as provided under (i) and/or (ii) above, she will be required to reimburse the City for the full amount of pay she received from the City as maternity allowance during the entire period of Maternity Leave.

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 the employee shall receive ninety-three percent (93%) of her weekly rate of pay.

ii) for up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the Employment Insurance benefits the employee is entitled to receive and ninety-three percent (93%) of her weekly rate of pay;

iii) all other time as may be provided to the employee shall be on a leave without pay basis.

3. Provisions re Plan A and Plan B Maternity Leave

a) At least two (2) weeks prior to returning to work following her Maternity Leave an employee shall notify the Fire Paramedic Chief of the date of her intended return and shall provide, to the City's Occupational Health Physician, a Medical Consent Form in the format required by the Service, completed by her attending physician certifying that she is able to perform all her normal duties.

b) An employee, upon her return from Maternity Leave, shall be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of Maternity Leave and without loss of seniority benefits which had accumulated as at the date of her commencement of Maternity Leave; however, an employee must maintain certification to be placed back in the appropriate Paramedic position.

c) Employment after the termination of Maternity Leave shall be deemed to be continuous with employment prior to the commencement of Maternity Leave for the purpose of calculating pension and other benefits of an employee on Maternity Leave. An employee's seniority will continue to accrue during the period of Maternity Leave.

d) The City, notwithstanding any of the foregoing provisions, may vary the length of an employee's Maternity Leave upon receipt of proper certification from that employee's attending physician.

e) Nothing in Article 14.07 shall prevent the Fire Paramedic Chief from requiring an employee to provide a medical certificate from a duly qualified medical practitioner certifying that she is able to perform her normal duties.

B. <u>Job Classifications</u>

1. Paramedics

a) The City shall grant Maternity Leave to a pregnant Paramedic, in accordance with the criteria established for Plan A or Plan B, for a period not exceeding forty (40) weeks (except as provided under Subsection [b]) if delivery occurs on or before the estimated date of delivery specified in the Certificate or for a period of forty (40) weeks plus an additional period equal to the period between the estimated date of delivery specified in the

certificate and the actual date of delivery, if delivery occurs after the estimated date of delivery.

b) The Maternity Leave shall commence no earlier than thirty-four (34) weeks prior to the estimated date of delivery and no later than the actual date of delivery. In all cases, Maternity Leave shall terminate no later than twenty (20) weeks following the actual date of delivery.

c) A Paramedic, immediately upon learning of her pregnancy, shall provide the Fire Paramedic Chief with:

i) a Certificate certifying that she is pregnant and specifying the estimated date of delivery; and

ii) a Medical Consent Form in the format required by the Service completed by the Paramedic's attending physician indicating, in the physician's opinion, how long the Paramedic will be capable of performing all of her normal duties

When, in the opinion of the Paramedic's attending physician, the Paramedic is no longer capable of performing all of her normal duties, the Paramedic will be assigned other duties as available and in accordance with Subsection (d).

d) The assignment of a pregnant Paramedic to other duties shall be in accordance with the following:

i) The Service shall undertake to make reasonable efforts to place the Paramedic in a position, the normal duties of which she is physically capable of performing and at her regular rate of pay.

ii) The Paramedic shall not be entitled to "bump" other members of the bargaining unit if no appropriate duties are available.

iii) In the event that no appropriate duties are available within the bargaining unit, the Paramedic may be given the opportunity to perform other duties and will be paid at the rate of pay established for these other duties.

iv) The Service has no obligation to create a job for a Paramedic in the event that appropriate duties are not available.

v) In the event that no appropriate duties are available, the Paramedic shall immediately be placed on a leave of absence without pay until the earlier of: (a) appropriate duties becoming available; or (b) she commences her Maternity Leave.

vi) It is understood that employees of the Fire Paramedic Service participating in the City's Rehabilitation Program will have priority to any and all positions falling within alternate duties positions as hereinbefore defined.

2. Communications Operators and Storekeepers

a) The City shall grant Maternity Leave to a pregnant Communication Operator or to a pregnant Storekeeper, in accordance with the criteria established for Plan A or Plan B, for a period not exceeding twenty (20) weeks if delivery occurs on or before the estimated date of delivery specified in the Certificate or for a period of twenty (20) weeks plus an additional period equal to the period between the estimated date of delivery specified in the Certificate and the actual date of delivery, if delivery occurs after the estimated date of delivery.

b) The Maternity Leave shall commence no earlier than fourteen (14) weeks prior to the estimated date of delivery and no later than the actual date of delivery. In all cases, Maternity Leave shall terminate no later than twenty (20) weeks following the actual date of delivery.

14.08 <u>Parental Leave</u>

1. The City will grant a leave of absence not to exceed fifty-two (52) continuous weeks to any employee who has completed twelve (12) months of service with the City for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application, in writing, stating the duration of leave requested to the Fire Paramedic Chief for Parental Leave at least four (4) weeks before the day on which the Leave is intended to commence, except in the case of an employee intending to take Maternity Leave, in which case the employee shall submit her application for Parental Leave at the same time as her application for Maternity Leave.

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

3. Parental Leave shall be considered Leave of Absence Without Pay.

4. Sick leave credits, annual leave credits, long service pay, statutory holidays and clothing issue will not accrue for any period of time the employee is absent on Parental Leave.

5. During the period of Parental Leave, the employee may, on request in advance of the Leave, pay both his and the City's portion of fringe benefit costs within the policies and regulations governing said benefits.

6. The employee returning to work after Parental Leave shall provide the City with at least four (4) weeks' notice, in writing, prior to the date of returning to work except in the case of an employee taking more than seventeen (17) weeks of Parental Leave, in which case at least twelve (12) weeks' notice, in writing, shall be required.

7. On return to work from Parental Leave, the employee will be placed in a comparable position at not less than the same wages as his/**her** position prior to the commencement of Parental Leave. An employee's seniority will continue to accrue during the period of Parental Leave.

8. An employee on Parental Leave shall remain eligible for promotion providing the employee is available when required by the Service.

14.09 <u>Reservist Leave</u>

1. The City shall grant an unpaid leave to an employee who:

   a) is a member of the Reserves;

   b) has completed seven (7) months continuous service with the City;

   c) is required to be absent from work for the purpose of service, which means active duty or training in the Reserves;

   d) submits to the Fire Paramedic Chief, in writing, a request for leave providing as much notice as is reasonable and practicable in the circumstances; and

   e) provides to the Fire Paramedic Chief verification of the necessity of the leave, including a certificate from an official with the Reserves stating:

      i) that the employee is a member of the Reserves and is required for service; and

      ii) if possible, the expected start and end dates of the period of service.

2. Reservist Leave shall be considered Leave of Absence Without Pay.

3. Employment after the termination of Reservist Leave shall be deemed to be continuous with employment prior to the commencement of Reservist Leave for the purpose of calculating pension and other benefits of an employee on Reservist Leave.

   An employee's seniority date and service date for the purposes of benefit entitlement will be adjusted to reflect periods of absence from the workplace.

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

4. The employee returning to work after Reservist Leave shall provide the City with at least four (4) weeks' notice, in writing, prior to the date of returning to work.

5. On return to work from Reservist Leave, the employee will be placed in the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began. Such placement is subject to the employee possessing in good standing all necessary licensing credentials required for the position prior to the employee's return to work.

14.10 Return to Work After Leave of Absence

An employee's return to work from any leave of absence is subject to the employee possessing in good standing all necessary credentials and licences required for the position the employee is returning to prior to his resuming work.

When a leave of absence exceeds three (3) months, or at any other time at the discretion of the Fire Paramedic Chief or designate, the employee will be required to provide a medical certificate from a duly qualified medical practitioner certifying that he is able to perform the normal duties of the position. The medical certificate must be acceptable to the City of Winnipeg Occupational Health Services. At the discretion of the City, an employee may be excused from the requirement to provide a medical certificate.

Should elsewhere in this Agreement the conditions upon which an employee returns to work be different than those stated in this Section, the conditions stated here will be in addition to those specified elsewhere in the Agreement.

ARTICLE 15 –UNION LEAVE OF ABSENCE

15.01 Upon approval of the Fire Paramedic Chief or his designate, leave of absence without loss of wages or benefits may be granted to employees to attend to Union business such as conferences, seminars, workshops, conventions, and business meetings under the following conditions:

a) Request for leave shall be made in writing by the Union to the Fire Paramedic Chief or designate specifying the date(s) of leave being requested.

b) Requests for leave shall be made with reasonable advance notice and will be granted where operational requirements permit. Where special or unusual circumstances prevent seventy-two (72) hours' notice being given, the request will be considered.

c) Where such leave of absence has been granted the Union shall reimburse the City for one hundred percent (100%) of all wages and benefit costs for such employees for the period of the approved leave of absence. Such reimbursement to be made immediately on accounts being rendered by the City.

15.02 Upon approval of the Fire Paramedic Chief, long term leave of absence without pay may be granted to employees for the purpose of carrying out business of the Union. Such leave of absence would be without loss of benefits which had accumulated at the date of the commencement of the leave of absence and without loss of seniority. Employment after the termination of such leave of absence shall be deemed to be continuous with employment prior to the commencement of such leave of absence for the purposes of

calculating pension and other benefits of an employee on such leave of absence, unless specified otherwise herein.

Sick leave credits, annual leave credits, long service pay, statutory holidays and clothing issue will not accrue for any period of time the employee is absent on a Union leave of absence without pay.

Upon return from said leave of absence, the employee will be placed in the same or a comparable position at not less than the same wages as his position prior to the commencement of the leave. In addition, time spent on such leave of absence will be considered as service for purposes of calculating the number of weeks of vacation to which the employee is entitled.

The employee returning to work after Union leave of absence without pay shall provide the City with at least four (4) weeks' notice, in writing, prior to the date of returning to work.

15.03 In the case of any leave of absence for Union business, either without loss of wages and benefits or without pay, the employee's return to work is subject to Article 14.10

ARTICLE 16 – SAFETY AND HEALTH

16.01 The City will make provisions for the safety and health of employees during working hours. Such devices as the City requires to be worn and other equipment necessary for the safety and protection of the employees shall be provided by the City. No employee shall be required to use or work with faulty tools or equipment. An employee noting such faulty tools or equipment shall immediately notify his supervisor who shall, in turn, make the necessary correction or removal of faulty equipment from service.

16.02 The City will take all necessary precautions to maintain safe, sanitary and healthful conditions in each base. Shops, washrooms and locker rooms will be adequately ventilated, lighted and heated and consideration will be given to any other suggested improvements advanced by the **Union** Representatives.

16.03 The parties hereto agree that safety regulations laid down by the Workplace Safety and Health Act shall be strictly enforced in order to avoid sickness and accidents. They further agree that such rules for safety, as may be instituted by mutual agreement of the Service and the Union or legislated by government, will have equal effect as if they were regulations under the Workers' Compensation Act.

16.04 A Safety Committee **shall be established** consisting of **four (4)** employees each from the Service and the Union. 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. **[2017]**

Reasonable efforts shall be made to ensure representation from each Platoon with at least one (1) appointed Worker employee or designate being an employee of the Union Local Executive. The Co-Chairs (one [1] appointed from the Union and one [1] from Management) and one (1) employee each from Management and Worker employee(s) of the Committee shall meet a minimum of six (6) 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 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 (1) additional hour prior to, and one (1) additional hour after, added to the total time for 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]

16.05 Where the parties agree specific safety rules and equipment are necessary for the job, employees who refuse to abide by the rules and wear the equipment may be subject to discipline. Similarly, employees will not be required to perform the job where there is a danger to life or health due to lack of rules or agreed to protective clothing or equipment.

ARTICLE 17 – PERSONAL EQUIPMENT AND UNIFORMS

17.01 The following uniforms and equipment shall be provided, maintained, and paid for by the City for each employee at no expense to the employee:

a) one (1) dress tunic W/S/F as required

b) two (2) pairs of dress trousers per year

c) one (1) pair of black boots and one (1) pair of winter lined black boots per year for Paramedics and one (1) pair of black oxfords and one (1) pair of winter lined black boots for Stores-persons and Dispatchers per year.

d) two (2) blue ties per year

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

f) three (3) permanent press shirts w/flashes per year (six [6] first year)

g) one (1) winter parka (as required)

h) one (1) winter hat with ear protectors (as required)

i) one (1) raincoat (as required)

j) one (1) spring and fall jacket for issue on or before April 15, 1982 (and thereafter as required)

The City and the Union will make every effort to ensure that all clothing and equipment meet the standards established by a Joint Union/Management Clothing Committee. The Committee shall have the authority to discuss and make changes to the clothing and equipment issue where mutually agreed. The City will reserve the right to change the clothing and equipment order based on availability and price.

Wherever possible and practicable, all uniforms and equipment shall be union made.

17.02 All Paramedics covered by this Agreement shall be supplied with the following:

a) one (1) laminated identification card to include the employee's name, employee's number, photograph and division

b) one (1) personal stethoscope (as required)

c) one (1) pen light flashlight with replacement batteries (as necessary)

d) ball point pens supplied as required

e) one (1) note book (as required)

f) one (1) pair bandage scissors and belt holder

g) one (1) wide belt to enable employees to carry all Service issued equipment

17.03 An employee is responsible for all items furnished to him by the City. The employee must report breakage or loss of any of these items immediately to his supervisor, who will then arrange for its replacement.

17.04 An employee found misusing clothing, equipment or supplies furnished to him by the City may be responsible for the cost of repairing or replacing same.

17.05 Any equipment or clothing supplied by the City to an employee shall be on a loan basis and the employee shall sign a receipt for same.

17.06 All winter wear shall be requisitioned by April 15th and issued by September 15th; and all summer wear shall be requisitioned by June 15th and issued by April 15th of the following year. Any employee who is or will be on annual leave, general holidays, or otherwise away from work at the time of normal issuing of requisitions will, if necessary, be issued their requisition prior to going on leave or otherwise contacted regarding their uniform requisition.

17.07 Employees who do not requisition items specified in Paragraph 17.01(b) to (f) by the date stated in Paragraph 17.06 shall be entitled to a fifty percent (50%) cash rebate based on the cost price of the specific item, except all new design uniform issued with substantial change must be ordered by all employees.

17.08 The Service will maintain six (6) pairs of snowmobile pants in each station for use by Ambulance crews.

ARTICLE 18 – HOURS OF WORK

18.01 Employees shall work one (1) of the following shift arrangements:

i) **Twenty-Four (24) Hour Platoons**

There shall be two (2) shifts of twelve (12) hours. A Day Shift commencing no earlier than 0600 hours and no later than 0800 hours and a Night Shift commencing no earlier than 1800 hours and no later than 2000 hours. The shift cycle shall be four (4) on – four (4) off, the cycle shall then repeat.

All twelve (12) hour shifts will include a one-half (1/2) hour paid meal break and three (3) fifteen (15) minute paid breaks to be taken when possible according to workload.

ii) **Peak Shifts**

Twelve (12) hour shifts commencing no earlier than 0600 hours and no later than 1500 hours. The shift cycle shall be four (4) on – four (4) off. The cycle shall then repeat.

Assignment to the twelve (12) hour Peak Shifts shall be as follows:

1. Vacancies in the Peak Shifts shall first be filled utilizing volunteers from the required Paramedic classification.

2. If vacancies in the Peak Shifts cannot be filled utilizing volunteers then the least senior member of the required Paramedic classification shall be assigned to the Peak Shifts.

3. Members assigned to the Peak Shifts may make application to the Fire Paramedic Chief for transfer to the twenty-four (24) hour shift assignment as noted in 18.01 (i) at any time and Steps 1 and 2 of the assignment process shall then apply. Such transfers shall not be unreasonably withheld.

All twelve (12) hour shifts will include a one-half (1/2) hour paid meal break and three (3) fifteen (15) minute paid breaks to be taken when possible according to workload.

iii) **Eight (8) Hour Shift**

The work week for employees on this shift shall consist of forty (40) hours per calendar week, working Monday through Friday inclusive.

The hours of work shall be either 0800 to 1600 hours or 1030 to 1830 hours. The 1030 to 1830 hours shift shall be staffed by volunteers if possible. If sufficient volunteers are not available, the additional requirements shall be maintained on a weekly rotational basis.

All standard eight (8) hour shifts include a one-half (1/2) hour paid meal break and a fifteen (15) minute morning and afternoon paid break period to be taken when possible according to work load.

iv) **Communication Centre**

There shall be two (2) shifts of twelve (12) hours. A Day Shift from 0700 to 1900 hours and a Night Shift from 1900 to 0700 Hours. The Shift Cycle shall be four (4) on – four (4) off, the Cycle shall then repeat.

All twelve (12) hour shifts will include a one-half (1/2) hour paid meal break and three (3) fifteen (15) minute paid breaks to be taken when possible according to workload.

v) **Support Services**

The work for these employees shall consist of forty (40) hours per calendar week working Monday through Friday inclusive. The work day shall be eight (8) consecutive hours per day between the hours of 7:00 a.m. to 5:00 p.m. as assigned.

All standard eight (8) hour shifts include a one-half (1/2) hour paid meal break and a fifteen (15) minute morning and afternoon paid break period to be taken when possible according to work load.

18.02 Days off, starting and stopping times shall be agreed to by the parties hereto and any changes shall only be made after mutual agreement of the parties wherever possible.

18.03 a) A shift premium of **sixty-five cents (65¢)** shall be paid for each hour that an employee works between 19:00 and 07:00 hours. **Effective the date of ratification the shift premium shall increase to ninety cents (90¢). [2017]**

b) **Notwithstanding Article 18.03(a), a shift premium of one dollar and twenty cents ($1.20) per hour will apply for each hour that a Communication Centre 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]**

18.04 Lateness beyond ten (10) minutes shall be docked.

18.05 Posting of Schedule and Shift Changes

a) **Posting of Schedule**

The shift arrangements for shifts and shift starting and stopping times for all employees shall be posted at least one (1) tour in advance of their implementation and employees shall normally only be required to change from one (1) shift to another following their scheduled day off.

b) **Shift Changes**

i) Employees required to change shift (e.g. Day to Night shift, Night to Peak shift, etc.) with less than forty-eight (48) hours' notice shall be paid time and one-half (1.5x) for all hours worked on shifts that commenced prior to the expiration of the forty-eight (48) hours' notice requirement.

ii) Employees required to change start and stop time within a shift (e.g. within a Day, Night, Peak or Eight [8] hour shift), with less than twenty-four (24) hours' notice, shall be paid time and one-half (1.5x) for the hours between scheduled start time and changed start time with a minimum of four (4) hours paid at time and one-half (1.5x). Overtime hours worked prior and contiguous to start time will not be considered a change in start time

iii) In the case of mutual agreement between the employer and the employee to change shift, and/or change of shift start and stop time, neither the notice requirements nor the payment of hours at time and one-half (1.5x) apply.

18.06 The parties agree that nothing in this Agreement relating to hours of work prevent the supervisor from granting the request of an employee to change shift or days off with another employee. There shall be a minimum of twenty-four (24) hours elapsed time between the commencement of shifts.

18.07 Seniority, a balance of experienced personnel and compatibility, shall be considered in station assignment within the Platoon.

18.08 Employees working through an annual time change shall receive payment for the normal hours of a regular shift.

18.09 For Pension Purposes Only

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

18.10 An employee may make a written application to the Fire Paramedic Chief for a "Special Leave" of four (4) hours to attend educational courses which may conflict with his regular shift. The written application must be delivered to the Fire Paramedic Chief no later than one (1) full tour before the requested "Special Leave" date and will include details of the arrangements made by the employee to cover his shift for the four (4) hour period. The "Special Leave" will be granted at the sole discretion of the Fire Paramedic Chief. **[2017]**

ARTICLE 19 – OVERTIME

19.01 Employees required to work on their regular day(s) off shall be paid at the rate of double time (2x). 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 the first two (2) hours of such overtime and double time (2x) for any time in excess thereof; however, no minimum paid time shall be applicable and, in addition, no overtime payment shall be paid for the first ten (10) minutes.

19.02 For the purpose of computing overtime beyond normal work scheduled, the week period shall be deemed on starting at 0001 hours Saturday.

19.03 Employees asked to report to work on their day off shall be paid a minimum of four (4) hours at the appropriate overtime rate.

19.04 When overtime is required as much advance notice as possible will be given to the employee.

19.05 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 ten dollars ($10.00).

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

19.07 Payment for court appearance beyond regular scheduled hours shall be as provided under Article 22.

19.08 When overtime work is required, the Service agrees, in principle, to the desirability of dividing overtime work equitably among employees who are qualified to perform the available work.

ARTICLE 20 – GENERAL HOLIDAYS

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

New Year's Day	**Terry Fox Day**
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day **[2017]**

b) Permanent employees engaged in a continuous operation scheduled to work on general holidays will be credited with these twelve (12) general holiday credits as of January 1st of each year on the expectation that each employee will continue to work for the full twelve (12) months of the calendar year. In the event an employee does not work the full twelve (12) months then the above noted credits shall be adjusted accordingly and any utilization of the credits above the adjusted

amount shall be recoverable either by a repayment in cash, by adjustment on vacation credits, or any other means available to and considered appropriate by the Service.

c) Probationary employees will accumulate general holiday credits as they are earned.

d) Other Personnel: general holidays will be taken as scheduled.

20.02 Accumulated general holiday credits either shall be taken off at a mutually acceptable time during the calendar year in which they are credited or payment shall be made within forty-five (45) days for any credits outstanding as at November 1st of the year except for credits which have been requested, in writing, by October 15th and which have been approved, in writing, by the Fire Paramedic Chief by November 1st, to be taken off during November 2nd to December 31st.

20.03 a) In addition to the general holiday credits provided as above, any employee in a continuous operation scheduled to work on a general holiday and who does in fact work on the general holiday, shall be paid at the rate of time and one-half (1.5x) for the hours worked.

b) In addition to the general holiday credits provided as above, employees who are required to work on a general holiday which is not part of their schedule shall be paid a rate of double time (2x) for the hours worked.

20.04 An employee engaged in a continuous operation position, may submit a written request to the Deputy Chief of Operations, no later than November 30th, to receive a cash payment of one (1) tour of General Holidays from their credits for the next calendar year. If the request is approved, said payment will be made no later than the last pay period of May of the year following the year in which the request was made. **[2017]**

ARTICLE 21 – VACATIONS

21.01 Regular vacations are based on the length of service during the preceding vacation year which is defined as the period from May 1st to April 30th.

21.02 For the purpose of this Article one (1) week vacation is equivalent to one (1) tour of duty for those employees working twelve (12) hour shifts per day, on the four (4) on-four (4) off schedule. An employee's vacation period shall commence from the first scheduled work day of a regular scheduled tour of duty.

21.03 a) Employees with less than one (1) year of service as of April 30th will be entitled to vacation credits in accordance with the following schedule:

Date of Employment	Vacation Entitlement	
	8 Hour 5 Day Week	12 Hour Shifts 4 On – 4 Off
May 1 to May 15 of previous calendar year	15.0 Days	12.0 Days
May 16 to June 15 of previous calendar year	14.0 Days	11.0 Days
June 16 to July 15 of previous calendar year	12.5 Days	10.00 Days

Date of Employment	Vacation Entitlement	
	8 Hour 5 Day Week	12 Hour Shifts 4 On – 4 Off
July 16 to August 15 of previous calendar year	11.0 Days	9.0 Days
August 16 to September 15 of previous calendar year	10.0 Days	8.0 Days
September 16 to October 15 of previous calendar year	9.0 Days	7.0 Days
October 16 to November 15 of previous calendar year	7.5 Days	6.0 Days
November 16 to December 15 of previous calendar year	6.0 Days	5.0 Days
December 16 of previous calendar year to January 15 of the current calendar year	5.0 Days	4.0 Days
January 16 to February 15 of current calendar year	4.0 Days	3.0 Days
February 16 to March 15 of current calendar year	2.5 Days	2.0 Days
March 16 to April 15 of current calendar year	1.0 Day	1.0 Day
April 16 to April 30 of current calendar year	0.0 Days – 6% Vacation Pay	0.0 Days – 6% Vacation Pay

b) An employee's vacation days in (a) above shall not include scheduled days off and statutory holidays which may occur during the vacation period selected by the employee.

21.04 Employees Working Eight (8) Hour Shifts:

a) Employees with one (1) year or more of service as of May 1st shall be entitled to a vacation of three (3) weeks with pay.

b) Employees will be entitled to four (4) weeks of vacation in the calendar year in which he/she completes his/her fourth (4th) year of service, and yearly thereafter.

c) Employees will be entitled to five (5) weeks of vacation in the calendar year in which he/she completes his/her eleventh (11th) year of service, and yearly thereafter.

d) Employees will be entitled to six (6) weeks of vacation in the calendar year in which he/she completes his/her twenty-first (21st) year of service and yearly thereafter.

Employees Working Twelve (12) Hour Shifts:

a) Employees with one (1) year or more of service as of May 1st shall be entitled to a vacation of three (3) weeks with pay.

b) Employees will be entitled to four (4) weeks of vacation in the calendar year in which he/she completes his/her fifth (5th) year of service, and yearly thereafter.

c) Employees will be entitled to five (5) weeks of vacation in the calendar year in which he/she completes his/her thirteenth (13th) year of service, and yearly thereafter.

d) Employees will be entitled to six (6) weeks of vacation in the calendar year in which he/she completes his/her twenty-first (21st) year of service and yearly thereafter.

21.05 Vacation pay for employees shall be based on their current rate of earnings.

21.06 For eight (8) hour employees who are not credited with general holidays as described in Article 20.01 b), in the event that a general holiday falls during an employee's vacation period such employees shall be granted one (1) extra days' vacation to compensate for each such general holiday either at the beginning or at the end of his vacation.

21.07 Employees, if they so desire, may request their vacation pay prior to their departure on vacation and it shall be paid on their third last scheduled day of work before vacation commences. Employees shall submit their request, in writing, twenty-one (21) calendar days in advance.

21.08 Accumulated vacation pay credits, as provided for in this Agreement, shall be paid on the termination of employment.

21.09 Employees shall select their vacation prior to March 15th and the Service shall post the vacation schedule no later than April 15th.

21.10 Vacations of employees shall not be altered by the Service following the posting of the vacation schedule except by mutual agreement of the employee and the Service.

21.11 Employees who have not selected their vacations prior to the appropriate date specified in the Article shall have their vacation periods assigned by the Service if not otherwise agreed upon.

21.12 a) Annual vacations of two (2) weeks or less will be taken in one (1) unbroken period unless authorized by the Service and concurred with by the Union.

b) Vacation of three (3) weeks or more may, at the option of the employee, be broken into as many full week (or tour) increments as there are weeks (or tours). i.e. six (6) weeks (tours) vacation, six (6) separate splits or three (3) weeks (tours) vacation, three (3) separate splits.

c) The first choice (preference, selection) shall be in order of seniority. Once the member breaks his vacation as described above, they must determine what is their priority and note that as their first (primary) choice (preference, selection). Any subsequent breaks shall be serviced once all other members have had their vacations serviced from amongst their choice (preference, selection).

i.e. Six (6) weeks (broken twice) July 5th through 9th, July 12th through 16th, July 19th through 23rd first choice
GRANTED
August 16th through 20th, August 23rd through 27th, August 30th through September 3rd
PENDING OTHER MEMBERS FIRST CHOICES BEING FILLED. ONCE THE OTHER MEMBERS HAVE VACATION THIS WILL GO BACK TO THE TOP OF THE LIST.

21.13 Vacations shall be selected as above and the Service will allow up to twenty percent (20%) of the employees to schedule their vacations at one (1) time. It may be necessary in an emergency created through the extended disability of an employee to reduce the twenty percent (20%) accordingly.

21.14 It is understood by Management that the seniority for vacations will be within each Platoon, and that Management will allocate partners, shifts, stations, etc. following consultation with each Platoon Shop Steward.

21.15 Where a member of this Union wishes to carry over his annual leave entitlement to the following year, he shall forward his request, in writing, to the Fire Paramedic Chief who will, at his discretion, approve the granting of such a request. In the event that such a request was refused, the member is entitled to the reason for the said refusal in writing. This request must be submitted before March 15th.

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 **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 **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 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 a) **Court Time on Annual Leave**

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 Paragraph 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) 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) hours, which shall include his traveling time, then all time in excess of said eight (8) hours shall be paid at two times (2x) the regular hourly rate of pay. Provided, that upon request of the employee concerned, compensating time off will be allowed in lieu of the overtime pay referred to above, on the basis of one and one-half (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.

b) Where a member is on weekly or annual leave he shall, at City expense, telephone the Duty Officer of Operations or his designate twenty (20) to thirty (30) hours in advance of his scheduled court appearance to ascertain whether or not he is still required for court attendance.

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 Paragraph 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) 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) hours, which shall include one's traveling time, then all time in excess of said eight (8) hours shall be

paid at two times (2x) the regular hourly rate of pay. If such employee 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 last day of weekly leave, then the traveling 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 (1.5x) 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. 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) 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.

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 Paragraphs 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) hours at the overtime rate for such appearance. If the time spent by the employee on such appearance exceeds six (6) hours, then all time in excess of said six (6) hours shall be paid at two times (2x) the regular hourly rate of pay. Provided that, upon request of the employee concerned, compensating time off will be allowed in lieu of the overtime pay, referred to above, on the basis of one and one-half (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.

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 **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]**

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. of the date before such required appearance.

22.06 Any remuneration received as a result of the above appearances will be turned over to the City.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 An employee who has completed six (6) months of service with the Service shall, at the employee's request, be granted time off for purposes of making arrangements for and/or attending a funeral in accordance with the following:

a) Up to four (4) consecutive days leave without loss of pay at the time of death of the employee's wife, husband, registered common-law spouse, child, mother, father, mother-in law, father-in law, brother or sister.

b) Up to two (2) days leave without loss of pay at the time of death of the employee's grandparents, sister-in-law, brother-in-law, grandchild, and spouse's grandparents.

c) Where the funeral is delayed, an employee may request to use one (1) day of the above leave entitlement to coincide with the date of the service.

23.02 One (1) additional day shall be allowed for out of town travel in excess of one hundred (100) miles distance from Winnipeg.

If any of these days coincide with holidays, weekly leave, or vacation, no additional time off shall be provided in lieu.

23.03 An employee shall be granted a one-half (½) day leave without loss of salary or wages in order to attend a funeral as a pallbearer. Where circumstances warrant, such leave may be extended at the discretion of the Fire Paramedic Chief or his designate.

ARTICLE 24 – SICK LEAVE

24.01 a) In all cases of sickness or accident it shall be the employee's responsibility to see that his supervisor is notified as soon as possible.

b) Following an extended period of illness, the Service may require an employee to undergo a medical examination by a medical doctor of its choice, and at its expense. This may be required when it is necessary to establish the state of health of a particular employee or to determine the cause of excessive absenteeism or at any time, as a safeguard for other members of staff or the public.

24.02 In the case of sickness the employee may apply for sick leave with pay against accumulated sick leave credits.

24.03 Every employee shall be granted sick leave credits at the rate of one and one-quarter (1¼) working days per month to a maximum of fifteen (15) working days per year. For this purpose, sick leave credits shall be calculated on the basis of actual working time and paid leave.

24.04 a) On retirement from the Fire Paramedic Service at normal retirement date, or in the event of death, an employee or his beneficiary shall receive a cash payment for any unused accumulated sick leave in an amount equivalent to the total of:

1) The number of unused sick leave hours standing to his credit which were accumulated during the last five (5) years of service, multiplied by the hourly wage at which they were accumulated.

2) For employees hired prior to February 28, 1992, twenty-five percent (25%) of the remainder of unused sick leave hours standing to his credit, multiplied by the hourly wage at which they were accumulated.

b) In the event of a lay off in excess of ninety (90) continuous days, an employee so affected shall be entitled to a cash payment for his unused accumulated sick credits of an amount equivalent to fifty percent (50%) of the amount as calculated in accordance with the above cash out provisions in Paragraph (a).

c) Upon resignation from the Fire Paramedic Service, an employee shall be entitled to a cash payment for his unused accumulated sick credits, to his standing, as of January 1, 1980 in an amount equivalent to fifty percent (50%) of the amount as calculated in accordance with the above cash out provisions in Paragraph (a).

All employees who work twelve (12) hour shifts shall receive the following benefits:

1) Effective July 30, 2013, sick leave cashout will be provided at the current rates of pay.

2) The payout formula for sick leave will be determined by the Fire Fighter model adjusted to reflect the specific experience and utilization rates of MGEU, Local 911. When the terms of the new Fire Fighter sick leave cashout formula are finalized and adaptation for Paramedic experience and utilization rates have been agreed or arbitrated, the revised terms will then apply.

24.05 The Service may request an employee to produce proof of illness in order to obtain future benefits. Failure to produce this evidence will result in absence without pay for part, or all of the period of absence. When sufficient credits are not available, the employee will be granted absence without pay.

24.06 Employees shall notify the supervisor of their intended return to work following illness with as much lead time as possible.

24.07 Sick leave hourly credits shall not be paid when weekly indemnity benefits are being received.

24.08 Accumulated hourly sick leave credits may be used to supplement long term disability benefits up to a maximum of seventy-five percent (75%) of current rate of pay classification held by the employee prior to the disability.

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

a) A member of the Union, who is absent from regular duty as a result of an injury or illness deemed compensable by the Workers' Compensation Board, shall be maintained on the City payroll at a rate of pay equal to his full salary applicable to his classification, net of the amount normally deducted for income tax purposes. Full salary shall take into consideration normal payment for any contractual overtime specified in this Agreement. This amount shall be subject to the regular deductions for Employee Benefits Board contributions, Canada Pension Plan contributions, Employment Insurance contributions, dues, allotments, and other proper deductions that were regularly deducted at the time of the compensable injury/illness, and the said deductions shall be made by the City Payroll System.

b) All benefits, normally afforded the employee, shall remain in effect during such absence, but the employee shall pay his normal contributions for such benefit plans by payroll deduction as set forth in (a) hereof.

c) Pending the initial determination as to the compensability of the injury/illness by the Workers' Compensation Board, the member may be eligible to receive interim payment which shall be equal to his full salary net of income tax and other deductions set forth in (a) hereof. Eligibility may be subject to the provision of medical evidence of disability acceptable to the City. Such medical evidence is to be provided by a certified medical practitioner.

The primary source of interim payment shall be the employee's accumulated sick leave credits, provided the amount of payment does not exceed their value. If the employee's sick leave credits are exhausted he may utilize other credits which have accrued to him such as vacation and overtime or he may be placed upon medical leave of absence without pay.

Other than the above, nothing else in this Article shall be meant to allow the City the right to refuse such credits if the credits are available to the member.

d) If the Workers' Compensation Board initially determines that the injury/illness is not compensable, the member shall have the right to appeal. During this period the member shall continue to use the credits available to him as provided for in (c) hereof.

e) When either the initial adjudication and/or appeal is accepted by the Workers' Compensation Board, the member's sick leave records and/or accumulated vacation credits shall be reinstated with the number of hours for which payment has been authorized by the Board.

f) If the member's appeal is successful the City shall pay to such member the amount due him under (a) hereof for the period of time such payments were not made under (d) hereof until the date of the member's appeal being granted; and the payments under (a) hereof shall continue thereafter until such time as the

Workers' Compensation Board determines that the member has recovered from such injury/illness.

g) A member of the Service, who is absent from regular duty as a result of a compensable injury/illness, will be allowed to accrue and/or utilize his vacation and general holiday entitlements so long as the member has worked a minimum of twenty (20) days in the employ of the City in any capacity within a period of one (1) year.

h) Notwithstanding (a) above it is agreed that the payment to the employee shall reflect the non-taxable status of payments attributed to Workers' Compensation benefits; provided that if the legislation is hereby passed which makes such Workers' Compensation benefits taxable, then it is agreed that the net salary as set forth in (a) shall be paid.

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]**

24.11 Family Illness

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

ARTICLE 25 – TRAINING AND STANDARDS

25.01 The City shall establish a training program for purpose 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 the training, upgrading and recertifying of employees. The content of these training courses shall be consistent with the guidelines, as established by the Canadian Medical Association Standards for Pre-Hospital Emergency Care and as amended from time to time by the Canadian Medical Association.

25.02 The Medical Director (a licensed medical doctor contracted or engaged by the City for the purpose of directing, training, instructing, licensing or certifying members of the bargaining unit) shall have the final responsibility for developing and implementing the training program.

25.03 The training program shall be compulsory for all employees except when, in the opinion of the Medical Director 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. Without limiting the foregoing, employees within the Communications/Dispatch Division, the Transfer Division or the Stores Division may only progress to and be paid at the appropriate Paramedic classification rate when assigned by the Fire Paramedic Service to the Emergency Medical Services Division and in possession of the necessary certification.

25.04 Prior to any change or alteration of the training program being implemented by the Medical Director, it shall be referred by the Medical Director with reasonable lead time, which will normally be one (1) meeting in advance to the Medical Advisory Committee for its review and advice.

25.05 The Union will be entitled to nominate three (3) representatives to the Medical Advisory Committee whose membership on that Committee will be subject to approval by Council of the City of Winnipeg. The Union will advise the Medical Director and the Fire Paramedic Chief of the names of its nominees and any changes in nominees from time to time so that such may be forwarded to Council for its approval.

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 (1) tour's notice. Employees required by the Fire 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 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:

a) **transfer the employee to another classification within the Service at the salary for that classification; or**

b) **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 Service. [2017]

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

a) 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.

b) 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 where anticipated vacancies do not occur. In such cases the number of trained ACP's on the Order of Standing List may exceed fifteen (15).

c) Employees on the Order of Standing List shall be compensated as ICP's, unless assigned to act as an ACP, for which they shall be paid at the appropriate ACP rates for all hours so assigned.

d) 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 Service 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 licence/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:

a) Advanced Cardiac Life Support – ACLS
b) Basic Life Support – BLS
c) Pre-Hospital Trauma Life Support – PHTLS
d) Pediatric Advanced Life Support – PALS
e) Neonatal Resuscitation Program – NRP
f) National Academy of Emergency Dispatch Courses [2017]

25.13 a) Employees who are designated as ICP's prior to the 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 (5) years, unless granted

permission in writing for additional deferral by the Chief or designate. Once designated as ICP's, employees shall remain ICP's and compensated as such for the deferral period. [2017]

c) Employees, with the exception of those outlined in Article 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 Service seeks to operate a training ambulance exclusively for the purpose of conducting precepting of students, the Service 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

26.01 Class specifications for employees covered by this Agreement will be developed by the City and may be amended or revised as necessary or practical. These class specifications will include, but are not necessarily limited to, duties, responsibilities, education, training and experience. The Union shall be provided with copies of the class specifications and any revisions made thereto from time to time.

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. If the Union is not in agreement with the rate established, the matter may be handled as a grievance in accordance with Article 6.

26.03 Change in Title, Rate or Character of Work

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

26.04 Training courses which may exceed the required qualifications for the various classifications may be referred to the Employee Compensation Branch of the Human Resource Services Division of the Corporate Services Department for study and recommendation.

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

26.06 Communication Operators assigned the duties of Training Preceptor will receive a premium of fifty cents (50¢) per hour for each hour so assigned.

ARTICLE 27 – ACQUISITION MERGER OR SUCCESSOR RIGHTS

27.01 Where the Service acquires associated companies, or operates associated companies, that employ personnel who perform functions that are similar or identical to the functions that are normally performed by employees in the classifications specified in the existing Collective Agreement or the Service acquired as an associate company wherein the employees under this Collective Agreement are in any way affected, it is agreed that no such acquisitions so described shall affect, diminish, reduce or otherwise oppose the terms, benefits or intent of this Agreement.

27.02 Where in any eventuality the services currently performed under this Agreement are taken over or operated by others, this Contract shall apply to such new employer, authority or undertaking.

27.03 No employee shall be transferred outside City limits without mutual consent.

27.04 The parties hereto understand and agree that this Article 27 does not apply to the First Responder Program as administered by the Fire Division of the Fire Paramedic Service and its employees.

ARTICLE 28 – BUSINESS TRAVEL EXPENSES

28.01 When an employee is required to travel outside the limits of the City of Winnipeg, the employee will be reimbursed City business travel expenses in accordance with City policy.

ARTICLE 29 – WELFARE AND GROUP INSURANCE

29.01 The City shall provide a contract with Manitoba Blue Cross for its Extended Health Benefits, Ambulance and Hospital Semi-Private with a ten dollar ($10.00) single/family deductible provision and the City shall pay one hundred percent (100%) of the premium for such combined Plan.

The parties agree that the City of Winnipeg may contract with a benefit provider other than Blue Cross provided that:

i) the benefit plan contains comparable provisions and service;

ii) prior to changing providers and/or plans, MGEU is provided with an opportunity to review the proposed changes and assess comparability.

iii) in the event the Union does not agree that the new benefit plan is comparable, the Union may refer the matter to arbitration. The arbitrator will be appointed in accordance with Article 6.02 (a)(ii), unless the parties agree otherwise.

29.02 Effective December 30, 1979, a Weekly Indemnity Plan for employees of the permanent service will be arranged and managed by the Union, and shall be paid one hundred percent (100%) by the participating employees. The premiums for this Weekly

Indemnity Plan shall be deducted by payroll deduction and shall be forwarded without delay to the Underwriter of the Plan.

29.03 The City shall pay one hundred percent (100%) of the current premium cost of a Dental Plan, consistent with the annual Manitoba Dental Fee Schedule, the terms of which will be supplied by the City of Winnipeg to the Union. Pursuant to the terms of the Dental Plan, coverage will be provided to employees and eligible dependents.

29.04 Pension and Long Term Disability

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

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

29.05 Group Life Insurance Plan

The Civic Employees' Group Life Insurance By-Law (By-Law No. 5644/91) must be consulted for the purpose of interpreting or applying the provisions of the Civic Employees' Group Life Insurance Plan (hereinafter referred to as the "Plan"). In accordance with the By-Law, the Plan is administered by The Board of Trustees of the Winnipeg Civic Employees' Benefits Program (Pension Fund). Information on the Plan is available by contacting the Winnipeg Civic Employees' Benefits Program at (204) 986-2516 or at http://cepp.winnipeg.ca/

29.06 Vision Care

The City of Winnipeg agrees to provide a standard Vision Care Plan for eligible members 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.

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. [2017]**

ARTICLE 30 – DURATION OF AGREEMENT

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

30.02 Either of the parties wishing to revise this Agreement shall notify the other party, in writing, no less than sixty (60) days and not more than ninety (90) days prior to the expiry date hereof and, on delivery of such notice, the parties shall, within ten (10) days or such later date as may be mutually agreed upon in writing, commence negotiations. During the period of such negotiations, this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall be automatically renewed thereafter from year to year.

ARTICLE 31 – CIVIL AND CRIMINAL LIABILITY

31.01 Civil Liability

If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, provided such actions do not constitute a gross disregard or neglect of his duty as an employee then:

a) The employee, upon being served with any legal process, or upon receipt of notification of any action or proceeding as hereinbefore referred to being commenced against him, shall advise the Fire Paramedic Chief of any such notification or legal process;

b) The City shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or:

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

d) Upon the employee notifying the Fire Paramedic Chief, in accordance with Paragraph (a) above, the City Solicitor, or his designate, and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the City shall unilaterally appoint counsel. The City accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

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

31.02 Criminal Liability

If a criminal action is commenced against any employee covered by this Agreement which action arises out of such employee's actions while in the performance of his duties

and provided such actions do not constitute a gross disregard or neglect of his duties as an employee then:

a) The employee, upon being charged with a criminal offense or upon receipt of notification of the commencement of any criminal action being commenced against him, shall advise the Fire Paramedic Chief of such criminal proceedings and may request that the City appoint counsel to represent the employee in such criminal action.

b) Upon receiving a request from an employee to appoint counsel, the matter shall be referred to the City Solicitor and, upon recommendation of the City Solicitor, the City may agree to appoint counsel on behalf of the employee.

c) If the City agrees to appoint counsel on behalf of the employee, the employee and the City Solicitor, or his designate, shall forthwith meet for purposes of appointing counsel that is mutually agreeable to both parties.

In the event the parties cannot agree on who should be appointed as counsel, the City shall not be responsible for the payment of legal fees.

d) Only if the City agrees to appoint counsel will the City be responsible for the payment of legal fees as taxed and approved by the City Solicitor. This Section shall not be construed to mean that the City shall pay any costs, expenses or fees for such member incurred during, or as a result of, the City's internal disciplinary proceedings against such members.

ARTICLE 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 or 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 employee shall be compensated at straight time, plus one (1) 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 cashout. Should a Union Appointee refuse to accept a reasonable shift start modification, and attends the meeting, the Service 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 Article 32.01(b):

- **Medical Advisory Committee**
- **Labour Management Committee**
- **Clothing Committee**
- **Mentoring Committee. [2017]**

ARTICLE 33 – FITNESS PASSES

The City shall provide free access to all City-run fitness facilities, in accordance with City policy, to any member of the Union who so requests.

ARTICLE 34 – COLLECTIVE AGREEMENT

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]**

ARTICLE 35 – MILEAGE ALLOWANCE

The City shall pay a mileage allowance consistent with current City rates, when an employee is required to use his personal vehicle for travel when his work assignment is changed, by the Service, after he has reported to work. This allowance applies for travel between assigned work locations.

ARTICLE 36 – MOVEMENT IN PAY SCALES

36.01 Salaries shall be paid to employees in accordance with the Salary Schedule which is attached to the Collective Agreement.

36.02 Increments as specified in the Salary Schedule shall be granted on the anniversary date of the employee's employment with the City of Winnipeg, or as specified in the Salary Schedule, the latter of which shall take precedence.

36.03 Increments will not be delayed due to a paid leave of absence, an absence of less than one (1) year due to an injury deemed compensable by the Workers Compensation Board, or an unpaid leave of absence of four (4) weeks or less. An unpaid leave of absence in excess of four (4) weeks shall result in the increment being delayed by the period of the absence. Time worked in a modified/light duty position, WCR position, or a Voc Rehab [EBR] position may be counted only for purposes of movement in the pay scale of the position in which the work is being performed and not for movement in the pay scale of the position the employee held prior to their illness or injury.

36.04 A part-time employee shall qualify for increments based on accumulating the equivalent annual or monthly hours of a full-time employee. Where a part-time employee has accumulated the necessary hours to qualify for an increment, it shall be applied to the next full pay period following the completion of the equivalent full-time hours worked. The calculation of hours for a part-time employee shall not include overtime hours worked.

ARTICLE 37 – NOTICE OF RESIGNATION OR RETIREMENT

A permanent employee desiring to leave the Service of the City shall, unless excused by the Chief, give thirty (30) days' notice in writing for the purpose of retirement and no less than fifteen (15) days' notice in the case of resignation.

ARTICLE 38 – PLATOON TRANSFERS

An employee may request, in writing, to their Superintendent a transfer from one Platoon to another for purposes that are reasonable and justified. Transfers will only be allowed to the extent to which operational requirements permit. Requests for Platoon transfers shall not be unreasonably denied.

If vacancies or an operational need necessitates Platoon transfers, transfer requests and volunteers will be considered.

A balance of experienced personnel and compatibility shall all be considered in determining Platoon assignments.

SALARY SCHEDULE

General Wage Increases

Effective June 30, 2018	**2.0%**
Effective July 31, 2019	**2.0%**
Effective July 31, 2020	**2.0%**
Effective February 28, 2021	**2.0%**

BI-WEEKLY RATES BASED ON 84 HOURS BI-WEEKLY

POSITION	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE AUGUST 21, 2016 Pay Period #18- 1.5%			EFFECTIVE JUNE 30, 2018 Pay Period #14 - 2.0%			EFFECTIVE JULY 31, 2019 Pay Period #16 - 2.0%		
				HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
EMERGENCY PARAMEDIC 1	078335	101	84									
0 to 12 months* (former Attendant Trainee				$23.11	$1,940.92	$50,463.96	$23.57	$1,979.74	$51,473.23	$24.04	$2,019.33	$52,502.70
13 to 24 month rate)												
13 to 24 months*				$27.51	$2,310.87	$60,082.68	$28.06	$2,357.09	$61,284.34	$28.62	$2,404.23	$62,510.02
EMERGENCY PARAMEDIC 2	078445	102	84									
After 24 months*				$31.53	$2,648.60	$68,863.51	$32.16	$2,701.57	$70,240.78	$32.80	$2,755.60	$71,645.59
After 30 months*				$31.83	$2,673.83	$69,519.69	$32.47	$2,727.31	$70,910.08	$33.12	$2,781.86	$72,328.28
After 36 months*				$36.24	$3,043.79	$79,138.41	$36.96	$3,104.66	$80,721.18	$37.70	$3,166.75	$82,335.61
After 48 months*				$37.32	$3,134.88	$81,506.76	$38.07	$3,197.57	$83,136.89	$38.83	$3,261.52	$84,799.63
After 11 years of service				$38.45	$3,230.17	$83,984.52	$39.22	$3,294.78	$85,664.21	$40.01	$3,360.67	$87,377.49
EMERGENCY PARAMEDIC 2 - ICP	078665	113	84									
After 36 months				$38.13	$3,202.70	$83,270.22	$38.89	$3,266.75	$84,935.63	$39.67	$3,332.09	$86,634.34
After 48 months				$39.21	$3,293.79	$85,638.57	$40.00	$3,359.67	$87,351.34	$40.80	$3,426.86	$89,098.36
After 5 years of service				$39.56	$3,322.97	$86,397.16	$40.35	$3,389.43	$88,125.10	$41.16	$3,457.22	$89,887.61
After 11 years of service				$40.69	$3,418.27	$88,874.92	$41.51	$3,486.63	$90,652.42	$42.34	$3,556.36	$92,465.47
EMERGENCY PARAMEDIC 2 - ACP	078375	108	84									
After 24 months*				$36.26	$3,045.89	$79,193.03	$36.99	$3,106.80	$80,776.90	$37.73	$3,168.94	$82,392.43
After 30 months*				$36.61	$3,074.91	$79,947.64	$37.34	$3,136.41	$81,546.59	$38.08	$3,199.14	$83,177.53
After 36 months*				$41.67	$3,500.35	$91,009.18	$42.50	$3,570.36	$92,829.36	$43.35	$3,641.77	$94,685.95
After 48 months*				$42.92	$3,605.11	$93,732.77	$43.78	$3,677.21	$95,607.42	$44.65	$3,750.75	$97,519.57
After 11 years of service				$44.22	$3,714.70	$96,582.20	$45.11	$3,788.99	$98,513.84	$46.01	$3,864.77	$100,484.12
MSP COMMUNITY PARAMEDIC ICP	078455	109	84									
After 36 months				$39.65	$3,330.81	$86,601.03	$40.45	$3,397.43	$88,333.05	$41.25	$3,465.37	$90,099.72
After 48 months				$40.78	$3,425.54	$89,064.11	$41.60	$3,494.05	$90,845.39	$42.43	$3,563.93	$92,662.30
After 5 years of service				$41.14	$3,455.89	$89,853.05	$41.96	$3,525.00	$91,650.11	$42.80	$3,595.50	$93,483.11
After 11 years of service				$42.32	$3,555.00	$92,429.92	$43.17	$3,626.10	$94,278.52	$44.03	$3,698.62	$96,164.09
MSP COMMUNITY PARAMEDIC ACP	078385	110	84									
After 24 months*				$37.71	$3,167.72	$82,360.76	$38.47	$3,231.08	$84,007.97	$39.23	$3,295.70	$85,688.13
After 30 months*				$38.07	$3,197.91	$83,145.55	$38.83	$3,261.86	$84,808.46	$39.61	$3,327.10	$86,504.63
After 36 months*				$43.34	$3,640.37	$94,649.54	$44.20	$3,713.17	$96,542.53	$45.09	$3,787.44	$98,473.39
After 48 months*				$44.63	$3,749.31	$97,482.08	$45.53	$3,824.30	$99,431.72	$46.44	$3,900.78	$101,420.36
After 11 years of service				$45.99	$3,863.29	$100,445.48	$46.91	$3,940.55	$102,454.39	$47.85	$4,019.36	$104,503.48
LEAD MSP COMMUNITY PARAMEDIC	078645	114	84									
1				$47.60	$3,998.50	$103,961.08	$48.55	$4,078.47	$106,040.30	$49.52	$4,160.04	$108,161.10
MSP COMMUNITY PARAMEDIC PCP	078395	120	84									
1				$32.79	$2,754.54	$71,618.05	$33.45	$2,809.63	$73,050.41	$34.12	$2,865.82	$74,511.42
2				$33.10	$2,780.79	$72,300.48	$33.77	$2,836.40	$73,746.49	$34.44	$2,893.13	$75,221.41
3				$37.68	$3,165.54	$82,303.95	$38.44	$3,228.85	$83,950.03	$39.21	$3,293.42	$85,629.03
4				$38.81	$3,260.27	$84,767.03	$39.59	$3,325.48	$86,462.37	$40.38	$3,391.99	$88,191.61
5				$39.99	$3,359.38	$87,343.90	$40.79	$3,426.57	$89,090.78	$41.61	$3,495.10	$90,872.59
EMERGENCY PARAMEDIC 2 - ACP Practitioner	078405	121	84									
(ACP-P)												
After 24 months*				$36.99	$3,106.80	$80,776.90	$37.73	$3,168.94	$82,392.43	$38.48	$3,232.32	$84,040.28
After 30 months*				$37.34	$3,136.41	$81,546.59	$38.08	$3,199.14	$83,177.53	$38.85	$3,263.12	$84,841.08
After 36 months*				$42.50	$3,570.36	$92,829.36	$43.35	$3,641.77	$94,685.95	$44.22	$3,714.60	$96,579.67
After 48 months*				$43.78	$3,677.21	$95,607.42	$44.65	$3,750.75	$97,519.57	$45.54	$3,825.77	$99,469.96
After 11 years of service				$45.11	$3,788.99	$98,513.84	$46.01	$3,864.77	$100,484.12	$46.93	$3,942.07	$102,493.80
(New class effective June 30, 2018)												

BI-WEEKLY RATES BASED ON 84 HOURS BI-WEEKLY

POSITION	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE JULY 31, 2020 Pay Period #16 - 2.0%			EFFECTIVE FEBRUARY 28, 2021 Pay Period #6 - 2.0%		
				HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
EMERGENCY PARAMEDIC 1	078335	101	84						
0 to 12 months* (former Attendant Trainee				$24.52	$2,059.72	$53,552.75	$25.01	$2,100.92	$54,623.81
13 to 24 month rate)									
13 to 24 months*				$29.19	$2,452.32	$63,760.22	$29.78	$2,501.36	$65,035.43
EMERGENCY PARAMEDIC 2	078445	102	84						
After 24 months*				$33.46	$2,810.71	$73,078.51	$34.13	$2,866.93	$74,540.08
After 30 months*				$33.78	$2,837.49	$73,774.85	$34.46	$2,894.24	$75,250.35
After 36 months*				$38.45	$3,230.09	$83,982.32	$39.22	$3,294.69	$85,661.96
After 48 months*				$39.60	$3,326.75	$86,495.62	$40.40	$3,393.29	$88,225.53
After 11 years of service				$40.81	$3,427.89	$89,125.04	$41.62	$3,496.44	$90,907.54
EMERGENCY PARAMEDIC 2 - ICP	078665	113	84						
After 36 months				$40.46	$3,398.73	$88,367.03	$41.27	$3,466.71	$90,134.37
After 48 months				$41.61	$3,495.40	$90,880.33	$42.44	$3,565.31	$92,697.94
After 5 years of service				$41.98	$3,526.36	$91,685.36	$42.82	$3,596.89	$93,519.07
After 11 years of service				$43.18	$3,627.49	$94,314.78	$44.05	$3,700.04	$96,201.08
EMERGENCY PARAMEDIC 2 - ACP	078375	108	84						
After 24 months*				$38.48	$3,232.32	$84,040.28	$39.25	$3,296.96	$85,721.09
After 30 months*				$38.85	$3,263.12	$84,841.08	$39.62	$3,328.38	$86,537.90
After 36 months*				$44.22	$3,714.60	$96,579.67	$45.11	$3,788.89	$98,511.26
After 48 months*				$45.54	$3,825.77	$99,469.96	$46.46	$3,902.28	$101,459.36
After 11 years of service				$46.93	$3,942.07	$102,493.80	$47.87	$4,020.91	$104,543.67
MSP COMMUNITY PARAMEDIC ICP	078455	109	84						
After 36 months				$42.08	$3,534.68	$91,901.71	$42.92	$3,605.37	$93,739.74
After 48 months				$43.28	$3,635.21	$94,515.55	$44.14	$3,707.92	$96,405.86
After 5 years of service				$43.66	$3,667.41	$95,352.77	$44.53	$3,740.76	$97,259.83
After 11 years of service				$44.91	$3,772.59	$98,087.37	$45.81	$3,848.04	$100,049.12
MSP COMMUNITY PARAMEDIC ACP	078385	110	84						
After 24 months*				$40.02	$3,361.61	$87,401.89	$40.82	$3,428.84	$89,149.93
After 30 months*				$40.40	$3,393.64	$88,234.72	$41.21	$3,461.52	$89,999.41
After 36 months*				$45.99	$3,863.19	$100,442.85	$46.91	$3,940.45	$102,451.71
After 48 months*				$47.37	$3,978.80	$103,448.76	$48.31	$4,058.37	$105,517.74
After 11 years of service				$48.81	$4,099.75	$106,593.55	$49.78	$4,181.75	$108,725.42
LEAD MSP COMMUNITY PARAMEDIC	078645	114	84						
1				$50.51	$4,243.24	$110,324.33	$51.53	$4,328.11	$112,530.81
MSP COMMUNITY PARAMEDIC PCP	078395	120	84						
1				$34.80	$2,923.14	$76,001.65	$35.50	$2,981.60	$77,521.68
2				$35.13	$2,950.99	$76,725.84	$35.83	$3,010.01	$78,260.36
3				$39.99	$3,359.29	$87,341.61	$40.79	$3,426.48	$89,088.44
4				$41.19	$3,459.82	$89,955.45	$42.01	$3,529.02	$91,754.56
5				$42.44	$3,565.00	$92,690.04	$43.29	$3,636.30	$94,543.85
EMERGENCY PARAMEDIC 2 - ACP Practitioner	078405	121	84						
(ACP-P)									
After 24 months*				$39.25	$3,296.96	$85,721.09	$40.03	$3,362.90	$87,435.51
After 30 months*				$39.62	$3,328.38	$86,537.90	$40.42	$3,394.95	$88,268.66
After 36 months*				$45.11	$3,788.89	$98,511.26	$46.01	$3,864.67	$100,481.48
After 48 months*				$46.46	$3,902.28	$101,459.36	$47.38	$3,980.33	$103,488.55
After 11 years of service				$47.87	$4,020.91	$104,543.67	$48.83	$4,101.33	$106,634.55
(New class effective June 30, 2018)									

BI-WEEKLY RATES BASED ON 84 HOURS BI-WEEKLY

POSITION	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE AUGUST 21, 2016 Pay Period #18- 1.5%			EFFECTIVE JUNE 30, 2018 Pay Period #14 - 2.0%			EFFECTIVE JULY 31, 2019 Pay Period #16 - 2.0%		
				HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
COMMUNICATION OPERATOR (CO)	078585	106	84									
First 12 months				$23.63	$1,984.53	$51,597.78	$24.10	$2,024.22	$52,629.74	$24.58	$2,064.70	$53,682.33
After 12 months				$28.13	$2,362.79	$61,432.62	$28.69	$2,410.05	$62,661.27	$29.26	$2,458.25	$63,914.50
After 24 months				$32.24	$2,708.11	$70,410.73	$32.88	$2,762.27	$71,818.95	$33.54	$2,817.51	$73,255.33
After 36 months				$36.86	$3,096.40	$80,506.51	$37.60	$3,158.33	$82,116.64	$38.35	$3,221.50	$83,758.97
SENIOR COMMUNICATION OPERATOR (SCO)	078605	111	84									
After 5 years service as ACO				$39.68	$3,333.24	$86,664.19	$40.48	$3,399.90	$88,397.47	$41.28	$3,467.90	$90,165.42
After 6 years service as SACO				$40.88	$3,433.55	$89,272.43	$41.69	$3,502.23	$91,057.88	$42.53	$3,572.27	$92,879.04
LEAD COMMUNICATION OPERATOR 1	078625	100	84	$41.90	$3,519.39	$91,504.24	$42.74	$3,589.78	$93,334.33	$43.59	$3,661.58	$95,201.01

BI-WEEKLY RATES BASED ON 84 HOURS BI-WEEKLY

POSITION	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE JULY 31, 2020 Pay Period #16 - 2.0%			EFFECTIVE FEBRUARY 28, 2021 Pay Period #6 - 2.0%		
				HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
COMMUNICATION OPERATOR (CO)	078585	106	84						
First 12 months				$25.07	$2,106.00	$54,755.98	$25.57	$2,148.12	$55,851.10
After 12 months				$29.85	$2,507.41	$65,192.79	$30.45	$2,557.56	$66,496.64
After 24 months				$34.21	$2,873.86	$74,720.43	$34.90	$2,931.34	$76,214.84
After 36 months				$39.12	$3,285.93	$85,434.15	$39.90	$3,351.65	$87,142.84
SENIOR COMMUNICATION OPERATOR (SCO)	078605	111	84						
After 5 years service as ACO				$42.11	$3,537.26	$91,968.73	$42.95	$3,608.00	$93,808.11
After 6 years service as SACO				$43.38	$3,643.72	$94,736.62	$44.25	$3,716.59	$96,631.35
LEAD COMMUNICATION OPERATOR 1	078625	100	84	$44.46	$3,734.81	$97,105.03	$45.35	$3,809.51	$99,047.13

***NOTE: Changes in timing of increments are not intended to provide a new/greater benefit or accelerated progression but are to reflect the current practice of salary administration.**

In accordance with a Supplementary Agreement signed November 29, 2007 between the City of Winnipeg, MGEU and CUPE should CUPE Communications Operators be paid a higher wage due to negotiated wage increases, MGEU Communication Operators will be paid the CUPE wage rate.

BI-WEEKLY RATES BASED ON 80 HOURS BI-WEEKLY

POSITION	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE AUGUST 21, 2016 Pay Period #18 - 1.5%			EFFECTIVE JUNE 30, 2018 Pay Period #14 - 2.0%			EFFECTIVE JULY 31, 2019 Pay Period #16 - 2.0%		
				HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
STOREKEEPER 1	078632	109	80									
1				$26.70	$2,135.71	$55,528.35	$27.23	$2,178.42	$56,638.92	$27.77	$2,221.99	$57,771.70
After 5 years of service				$27.49	$2,199.31	$57,182.11	$28.04	$2,243.30	$58,325.75	$28.60	$2,288.16	$59,492.26
STOREKEEPER 3	078642	108	80									
1				$28.77	$2,301.32	$59,834.30	$29.34	$2,347.35	$61,030.99	$29.93	$2,394.29	$62,251.61
After 5 years of service				$29.61	$2,368.89	$61,591.20	$30.20	$2,416.27	$62,823.02	$30.81	$2,464.60	$64,079.48
VEHICLE SERVICE ATTENDANT	078672	114	80									
1				$24.80	$1,983.64	$51,574.66	$25.29	$2,023.31	$52,606.15	$25.80	$2,063.78	$53,658.28
FIELD TECHNOLOGY SUPPORT SPECIALIST	078962	115	80									
1				$27.89	$2,231.20	$58,011.20	$28.45	$2,275.82	$59,171.42	$29.02	$2,321.34	$60,354.85
2				$29.56	$2,365.07	$61,491.76	$30.15	$2,412.37	$62,721.59	$30.76	$2,460.62	$63,976.03
3				$31.34	$2,506.97	$65,181.17	$31.96	$2,557.11	$66,484.80	$32.60	$2,608.25	$67,814.49
4				$33.22	$2,657.39	$69,092.19	$33.88	$2,710.54	$70,474.03	$34.56	$2,764.75	$71,883.51
5				$35.21	$2,816.83	$73,237.55	$35.91	$2,873.17	$74,702.30	$36.63	$2,930.63	$76,196.35

BI-WEEKLY RATES BASED ON 80 HOURS BI-WEEKLY

POSITION	CLASS CODE	SAL GRADE	BW HRS	EFFECTIVE JULY 31, 2020 Pay Period #16 - 2.0%			EFFECTIVE FEBRUARY 28, 2021 Pay Period #6 - 2.0%		
				HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
STOREKEEPER 1	078632	109	80						
1				$28.33	$2,266.43	$58,927.13	$28.90	$2,311.76	$60,105.67
After 5 years of service				$29.17	$2,333.93	$60,682.11	$29.76	$2,380.61	$61,895.75
STOREKEEPER 3	078642	108	80						
1				$30.53	$2,442.18	$63,496.64	$31.14	$2,491.02	$64,766.58
After 5 years of service				$31.42	$2,513.89	$65,361.07	$32.05	$2,564.17	$66,668.29
VEHICLE SERVICE ATTENDANT	078672	114	80						
1				$26.31	$2,105.06	$54,731.44	$26.84	$2,147.16	$55,826.07
FIELD TECHNOLOGY SUPPORT SPECIALIST	078962	115	80						
1				$29.60	$2,367.77	$61,561.95	$30.19	$2,415.12	$62,793.19
2				$31.37	$2,509.83	$65,255.55	$32.00	$2,560.03	$66,560.66
3				$33.26	$2,660.41	$69,170.78	$33.92	$2,713.62	$70,554.20
4				$35.25	$2,820.05	$73,321.18	$35.96	$2,876.45	$74,787.61
5				$37.37	$2,989.24	$77,720.27	$38.11	$3,049.03	$79,274.68

IN WITNESS WHEREOF the parties have executed this Agreement in the City of Winnipeg, the Province of Manitoba this 14th day of May, 2020

THE CITY OF WINNIPEG

Mayor

Acting City Clerk

Certified as to Contract Details:

Chief Corporate Support Services Officer

Reviewed as to Business Terms:

Manager, Labour Relations

Legally Reviewed and Certified as to Form:

City Solicitor/Director, Legal Services or his/her designate

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

Paula Raposo

_____ _____

_____ _____

_____ _____

MEMORANDUM OF AGREEMENT

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 **fourteen (14) shifts** in **an eight (8) 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 pick up extra shifts as described in II(a) 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 on that day. **[2017]**

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**. 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]**

Should a part-time employee decline more than three (3) of the extra shifts offered to them in 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 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 **2019/2020** vacation year, part-time employees shall **submit** their vacation **by Platoon** prior to March 15th and the Service shall post the vacation schedule no later than April 15th **subject to the following: [2017]**

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

b) One (1) week of unpaid vacation is equal to one (1) tour where a part-time employee is assigned to a twenty-four (24) hour Platoon. [2017]

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

d) After the vacation schedule is posted and where a part-time employee has cancelled any week(s) of vacation, a part-time employee may submit a request of 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:

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. [2017]

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 holder
One (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.

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 fifteen percent (15%) of the total number of full-time employees without the mutual agreement of the parties. [2017]**

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

For the MGEU Negotiating Committee

MEMORANDUM OF AGREEMENT

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

RE: RETURN OF SERVICE AGREEMENT

The following are the terms and conditions respecting the Intermediate Care Paramedic (ICP) and Advanced Care Paramedic (ACP) Training Program.

WHEREAS the Winnipeg Fire Paramedic Service provides opportunity for training in Advanced Patient Care techniques through the delivery of the Intermediate Care Paramedic (ICP) and Advanced Care Paramedic (ACP) Training Program ("the Program");

AND WHEREAS the delivery of this Program occurs over a three (3) year period and at considerable cost to the City;

AND WHEREAS the Employee has applied for educational training to the level of Advanced Care Paramedic;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Preamble

1. The preamble hereto shall form part of this Agreement.

2. City Obligations:

The City hereby agrees to allow the Employee to enter into the Program and thereby to incur the costs associated with this educational training for the Employee.

3. Employee Obligations

The employee, in consideration of being afforded the opportunity to acquire this educational training with all costs borne by the City, hereby acknowledges and agrees:

a) That upon completion of the Program, a Return of Service with the City will be required. "Return of Service" shall mean seven (7) years comprised of three (3) years education/training followed by four (4) years' service as an Advanced Care Paramedic (ACP) with the Winnipeg Fire Paramedic Service. For greater clarity, the four (4) years services as an ACP shall mean working in the capacity of a Winnipeg Fire Paramedic Service ACP for the equivalent of the number of work hours in four (4) full-time years with the Winnipeg Fire Paramedic Service.

b) If the employee terminates his/her employment, transfers or promotes to a position where ACP certification is not required or has their employment terminated for cause, prior to fulfilling the entire Return of Service, as defined, then the employee agrees to pay the City, in lawful money of Canada, the costs incurred to date by the City for the training received by the employee, or paid on behalf of the employee during the period of the training, on a pro-rated basis as set out below. City costs shall include salary paid to the employee while the employee attends classroom or other training during his/her hours of paid employment with the City.

The funds to be repaid to the City shall be equal to the percentage of the Return of Service that is not completed. For example, if seventy-five percent (75%) of the Return of Service is not completed, then the employee shall pay seventy-five percent (75%) of the total sum paid to or on behalf of the employee, during the period of educational training.

The City agrees to provide full and complete details regarding the calculation of any amounts deemed owing. Any dispute concerning the amount as determined may be subject to the grievance procedure as per Article 6 of the Collective Agreement between the parties.

4. Repayment

Any repayment of costs as defined in 3(b) is payable within sixty (60) days of notification that payment is due and will be remitted to the City by the employee in a lump sum payment.

5. Modification of Agreement

This Agreement may be modified by the parties hereto only by a written supplemental agreement executed by both parties.

6. Notice

Any formal notice or other communication given pursuant to this Agreement shall be in writing, and shall be delivered personally, sent by fax or similar transmitted message, or mailed by registered mail, postage prepaid, to the said parties at the respective addresses or fax numbers set forth hereunder, namely:

If to the City:

Winnipeg Fire Paramedic Service
2nd Floor – 185 King Street
Winnipeg, Manitoba R3B 1J1
Attention: Fire and Paramedic Chief
Fax No.: (204) 986-7920

If to the Union:

Manitoba Government and General Employees' Union, Local 911
601 – 275 Broadway
Winnipeg, Manitoba R3C 4M6
Fax No.: (204) 942-2146

or to such other address or fax number as the party to whom such communication is to be given, may designate by notice in writing as provided herein. Notice is given when evidence of receipt provides.

7. Law

This Agreement has been executed and delivered in the Province of Manitoba, and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of Manitoba and of Canada as applicable herein.

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

For the MGEU Negotiating Committee

LETTER OF AGREEMENT

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

RE: INTER-FACILITY TRANSPORT TEAM EMPLOYEES

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 and Organ Transplant Teams. The use of such non-employees for Inter-Facility Transport Teams 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 21st day of June, 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: LICENCING REQUIREMENTS

The parties agree that members that are absent with permission will be allowed to participate in any/all scheduled requirements for Provincial Licensure. Such participation shall be voluntary and shall be without pay.

Participation shall be subject to any work restrictions or limitations.

It is the responsibility of the members to contact the Training Division to ascertain when such courses are being offered.

The Service will notify the Union of the above courses as far in advance as possible.

Agreed this 21st day of June, 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: SHORT SHIFT CHANGES

Discussions have taken place between the Manitoba Government and General Employees' Union, the Paramedics of Winnipeg, Local 911 ("MGEU"), and the Fire Paramedic Service ("the Service"). It has been mutually agreed to implement a system that will allow partial shift changes for up to two (2) hours before and after the scheduled shift change time. The shift changes can only be allowed if both parties to the change are in complete agreement and on the clear understanding that the employee scheduled to work is responsible for ensuring that his replacement is covering this shift.

a) The Service will initiate a procedure that will allow employees of the on-coming shift to replace employees of the off-going shift for up to two (2) hours, before the end of his shift. Similarly, the procedure will allow employees of the off-going shift to replace employees of the on-coming shift for up to two (2) hours after the end of his shift. Payroll records will follow the scheduled hours of work and will not be changed to reflect these changes.

b) In return, the Union agrees that if an employee of the on-coming shift has not reported for duty, an employee of the off-going shift will remain on duty until arrangements have been made through the Supervisor to replace the absent employee (maximum one [1] hour). It will be the responsibility of the off-going crew members to notify the Supervisor through Dispatch if a relief person is not available at shift change time. If a volunteer of the off-going shift does not come forward, an employee will be selected by the Supervisor. The appropriate rate of overtime will be paid for the time worked beyond the regular shift.

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

Paula Rapson

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: RELIGIOUS OBSERVANCES

Employees desiring to observe recognized religious holidays will be permitted time off on the basis of a deduction from general holiday or vacation credits in accordance with the following.

The employee shall submit a written request to the Fire Paramedic Chief specifying the date or dates at least thirty (30) days prior to the religious holiday and indicating on what basis the time off is to be taken. Where, in the opinion of the Fire Paramedic Chief, such time off will not adversely affect the operation of the Service, the employee's request will be granted.

Agreed this 21st day of June, 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: CONFIDENTIALITY

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

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

Agreed this 21st day of June, 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: 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. [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 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

Paula Raposo

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: 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 **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 **eighteen percent (18%)** of total staff on scheduled leave. **[2017]**

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 choice by seniority within the Platoon would then be considered for the applicant(s) being denied. **[2017]**

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 **eighteen percent (18%). [2017]**

Statutory leave requests beyond the **eighteen percent (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 Re: STAT Tour shall take**

priority over statutory leave requested under this Letter of Understanding. [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 members 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 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

For the MGEU Negotiating Committee

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. **Community Paramedic (Main Street Project [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.

[2017]

Agreed this 21st day of June, 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: CLOTHING ENTITLEMENT – POINT SYSTEM

Whereas the provisions of Article 17 of the Collective Agreement between the parties provides for personal equipment and uniforms; and

Whereas the parties have worked toward the definition of a more uniform issue while addressing costs and past entitlements;

The parties hereto agree as follows:

General

1. The entitlement for clothing will be provided through a Points Allocation System where employees are entitled to six hundred (600) allocated points per full calendar year to select from the clothing items identified in Point #10 below (points are pro-rated based on full months worked).

   The employee is entitled to a cash rebate in the amount of fifty (50%) percent of the unused point allocation at the end of a calendar year.

2. The employee, through their points' allocation, must have, as a minimum, proper station wear at all times to undertake their responsibilities. Proper attire is identified as per General Operating Guidelines 1.10.3 – Uniform, Rank and Appearance.

3. The replacement of current years damaged clothing as a result of on duty incidents will be at the discretion of the Superintendent and/or Station Officer. Replacement of previous years' issue of clothing will be at the discretion of the Deputy Chief. Replacement of this type does not affect the individual's annual point allocation.

4. The City and the Union will make every effort to ensure that all clothing and equipment meets the standards established by a Joint Union/Management Clothing Committee. The Committee shall have the authority to discuss and make changes to the clothing and equipment issue where mutually agreed.

5. The current allocation of points will remain in effect until December 31, 2011. The point allocation may be reviewed by the Clothing Committee every two (2) years and the Committee may make recommendations to the City and the Union to adjust the points allocation, taking into account any significant changes in the cost of the items listed below.

6. Personal Protective Clothing (PPE) will continue to be provided irrespective of this Letter of Understanding. Employees will ensure that all issued PPE is in good working order and readily available at all times while on duty.

Further, all employees shall at all times, when the nature of their work requires, use all devices and wear all articles of clothing and PPE designated and provided by the WFPS, or required to be used and worn by the employee by the Workplace Safety & Health Act regulations.

7. This Letter of Understanding supercedes Articles 17.01, 17.02, 17.06, and 17.08 of the 2004 to 2007 Collective Agreement.

8. This Letter of Understanding shall be in effect from the date of signing up to and including **February 28, 2021**.

Either party may terminate this Letter of Understanding by providing twelve (12) months written notice to the other party of their desire to terminate this Letter of Understanding.

In the event that either party exercises their right to serve notice to terminate this Letter of Understanding, once the termination is affected the clothing issue will revert to the original language of the 2004/2007 Collective Agreement.

9. Initial Issue

Recruits will receive an initial clothing allocation as follows:

Dress Uniform
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

Station Wear
Three (3) pair of cargo pants – with reflective striping
Five (5) polo shirts (any combination of long or short sleeve)
Three (3) pair epaulettes
One (1) duty jacket – inner liner and shell
One (1) pair of summer footwear
One (1) pair of winter footwear (boots)
One (1) toque
Two (2) pair winter gloves
One (1) pant liner
One (1) baseball cap
Four (4) T shirt/undershirt with crest on front (not to be worn as external duty wear)

Equipment Issue
One (1) laminated Identification Card
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) cell phone pouch

One (1) microphone holder
One (1) flashlight pouch
One (1) pager pouch
One (1) equipment pouch
One (1) gear bag
One pair (1) protective glasses with case
One (1) PPE Respiratory Mask – fitted
One (1) oxygen tank key
One (1) QB2 hearing protection

10. Replenishment:

The following items may be replenished annually off the points system with annual maximums noted for certain items as identified below:

ITEM	POINTS	MAXIMUM
Dress Uniform		
One (1) dress tunic	(to be determined) *	1 every five years
One (1) pair of dress trousers	(to be determined) *	
One (1) blue dress shirt	50	
One (1) shirt tie (black)	2	1 per year
One (1) dress belt	30	1 every 3 years
One (1) dress uniform breast badge	50	
Station Wear		
Cargo pants w/reflective striping	70	
Polo shirts	70	
Epaulettes	12	
Duty jacket – inner shell	203	1 every 4 years
Duty jacket – outer shell	475	1 every 4 years
Pair summer foot wear	100	1 per year
Pair winter footwear	175	1 per year
Toque	7	2 per year
Winter gloves	20	2 per year
Pant liner	60	
Baseball cap	10	2 per year
T-shirt	10	6 per year
Equipment		
Gear bag	50	
Stethoscope	0	As required*
Flashlight	0	As required*
One pair trauma scissors	0	As required*
Duty belt (inner & outer assembly with keepers)	Inner duty belt – 0 Outer duty belt – 0 Keepers (set of 4) - 0	As required*
Radio pouch	0	As required*
Cell phone pouch	0	As required*

ITEM	POINTS	MAXIMUM
Flashlight pouch	0	As required*
Pager pouch	0	As required*
Equipment pouch	0	As required*
Microphone Holder	0	As required*

* Replaced as required subject to Supervisor approval when through reasonable wear and tear or damage incurred during the performance of duties, item becomes unfit for use.

* Where any of the above items are new to the issue and added as a result of negotiating this Letter of Understanding, the parties have agreed that the assigned points shall be made on the basis of the actual price of the article once a contract or purchase has been awarded.

Any of the items previously on the points system will have their previously assigned points value maintained for the life of this Letter of Understanding.

For issue of new pants only, the Winnipeg Fire Paramedic Service will cover the cost of hemming and waist band adjustment. An employee must advise Stores at the time of issue of the pants, that they require waist adjustment as well as hemming.

11. As part of this Agreement, the parties have agreed that all employees as of the date of signing of the Collective Agreement shall be outfitted with the new dress tunic and dress pants. The only exception to this requirement is employees who have committed to retire before December 31, 2009.

The parties have also agreed that the cost of the new dress tunic will be shared between the employee and the Department on a 50/50 basis. Therefore the total cost of the new dress tunic will be allocated the appropriate number of points to cover the cost, and then one-half (1/2) of those points will be debited from the employee's allocated points.

The parties recognize the high cost of the new dress tunic and therefore have agreed that to accommodate the employees, a process of allowing the employee to borrow points from the next two (2) years to fund the dress tunic only, will be put into place.

All current employees as of the date of this Letter of Understanding shall receive their dress tunic no later than December 31, 2011.

12. The parties have agreed that as the Communications Operators are not dealing directly with the public, nor working outside in inclement weather conditions, effective the date of signing of this Letter of Understanding, the Service will no longer require that the Communication Operators wear uniforms.

The Communications Operators will be exempt from the provisions of this Letter of Understanding and Article 17 in its entirety excepting for the provision of a photo ID card, dress uniform and personal protective equipment (PPE) where appropriate for their work environment.

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

Paula Raposo

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: CLOTHING ENTITLEMENT – POINT SYSTEM

ADDENDUM – CLOTHING UNIFORMS AND ADDENDUM ISSUES

UNIFORM ISSUE FOR MAIN STREET PROJECT COMMUNITY PARAMEDICS

The parties hereto agree as follows:

1. The primary designated members working in the capacity as full-time Main Street Project (MSP) Community Paramedic will receive the following clothing items as initial issue upon their assignment.

a) Four (4) polo shirts with cresting on the left chest area. (WEMS Community Paramedic)

2. Additional members designated and working in the capacity as an alternate MSP Community Paramedic will receive the following clothing items as initial issue upon their assignment as an alternate.

a) Two (2) polo shirts with cresting on the left chest area. (WEMS Community Paramedic)

3. It is understood that the uniform items described in this Letter of Understanding shall not be worn while performing duties when assigned to an ambulance unit.

4. Members working in the capacity as a MSP Community Paramedic may replenish the above noted clothing items annually as part of and within the Points Allocation System provided under the Letter of Understanding Re: Clothing Entitlement – Point System attached to the City of Winnipeg and MGEU Collective Agreement. The point values will be as follows:

Item	Points
Polo shirts (with WEMS Community Paramedic cresting)	70

5. In recognition of the working environment, Main Street Project Community Paramedics will receive, as needed, an annual allotment of up to twelve (12) dry cleaning coupons for his/her uniform and one (1) for his/her jacket.

Agreed this 21st day of June, 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: PARAMEDIC – LEADERSHIP, MENTOR AND/OR COACH ROLE

The parties recognize that currently the City of Winnipeg has a relatively junior Paramedic workforce with more than fifty percent (50%) of Paramedics having less than five years of service. Therefore, it is generally understood that the Paramedic workforce may benefit from the development of an identifiable leadership, mentor and/or coach like role in the Paramedic ranks.

By January 1, 2013, the City will establish a working group comprised of two (2) representatives from the City and two (2) representatives from the Union.

The Working Group will identify specific potential line level leadership and/or developmental needs of the Paramedic workforce, with a view to develop an exceptionally competent workforce and to continuously enhance Emergency Medical Service (EMS) Operations

The Working Group may also contemplate initiatives to address any needs identified. For any initiative proposed, the Working Group is to determine objective measurable factors to assist in evaluating success of the initiative in addressing the needs of the workforce, and adding value to the effectiveness of EMS Operations.

Any implementation of an initiative or pilot project, including determining the operational model, and determining the success and any continuation of the model post evaluation, will be at the sole discretion of the City.

The terms of this Letter of Understanding are agreed to on a mutual basis and are considered to be a proactive collaboration between the parties to support the Paramedic workforce and address needs of EMS operations. Matters of this Letter of Understanding are non-grievable.

The term of this Working Group will be for no longer than twelve (12) months, unless the parties agree to otherwise.

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

Paula Rapose

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: FAMILY ILLNESS

During the term of this Collective Agreement, the parties agree to establish a Joint Committee to explore amending the provisions of Article 24.11 - Family Illness to allow for accumulation of family illness days, subject to the following:

a) Both the City and employees must remain eligible and entitled to the full Employment Insurance Premium Reduction Program.

b) There must be no increase in administrative costs to the City.

c) If changes are recommended, they must be ratified by City Council.

Agreed this 21st day of June, 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: SPECIAL EVENTS STAFFING

Special events are defined as any event where the Winnipeg Fire Paramedic Service has contracted to provide Paramedic coverage outside of existing contractual obligations with the Winnipeg Regional Health Authority and which does not constitute an emergency as defined under the City of Winnipeg Fire Paramedic Service By-Law.

The parties agree that the staffing of special events will be conducted as follows:

Where the Service deems that the scheduled staff complement is sufficient to staff the special event requirement, special events will be attended by regularly scheduled staff. Where the Service deems that this is not feasible, staffing of special events will be offered to off-duty Paramedics. Where possible, all special event staffing requirements will be posted in advance. Postings for such special events will identify the required qualifications as per any specified event contractual agreement that may exist.

1. If an adjustment to the shift of a regularly scheduled Crew can accommodate attendance at a special event, by mutual agreement between the employer and the affected employees, the shift start time may be adjusted as necessary to accommodate the staffing of a special event. Such adjustments are voluntary and the number of hours of any adjusted shift shall not exceed the number of hours of the regularly scheduled shift.

a) Every effort will be made to offer special event assignments equitably among the employees who are qualified to perform the available work.

2. If the regularly scheduled staff complement is not sufficient to staff the special event, or there is no mutual agreement to adjust the shift as per Point #1 above, staffing of the event will then be offered to off-duty Paramedics as follows:

a) Every effort will be made to offer special event assignments equitably among the employees who are qualified to perform the available work.

b) Special events assigned to off-duty Paramedics will be for a minimum of four (4) hours duration.

c) Off-duty Paramedics will not be eligible to work a special event assignment that starts or ends within eight (8) hours of their regularly scheduled shift.

d) Payment shall be made at one and one-half (1.5x) times the regular rate of pay.

e) Where a part-time employee is scheduled to staff a special event, overtime will be paid in accordance with the Memorandum of Agreement Re: Part-Time Employees.

f) Off-duty Paramedics assigned to work at a special event will only work for the duration of the event and will not be assigned to regular duties.

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

Paula Rapos

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: REASONABLE ACCOMMODATION

The principals and procedures of Administrative Standard – Reasonable Accommodation and Administrative Standard – Return to Work will guide all reasonable accommodation efforts.

The City and the Union agree to provide proactive support, making every reasonable effort to facilitate the return to work of ill, injured or disabled employees as quickly as possible. All requests for accommodation will be considered in a fair and objective manner in accordance with the principles of reasonable accommodation and in a manner that ensures employees are treated with respect and dignity.

Individuals delegated to handle information (medical or otherwise) obtained for the purposes of determining a suitable accommodation will ensure legislation related to freedom of information and protection of privacy is respected and followed.

The Winnipeg Fire Paramedic Service and the Union shall meet on an ongoing basis, as determined by both parties, to review the current complement of members either currently within an accommodated position, or those who may need to be accommodated in the future.

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

Paula Rapos

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.

[2017]

Agreed this 21st day of June, 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: 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.

[2017]

Agreed this 21st day of June, 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: 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 (1) 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 Article 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.

The 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 Letter of Understanding shall terminate as of December 31, 2020.

[2017]

Agreed this 21st day of June, 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: 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.

[2017]

Agreed this 21st day of June, 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: TACTICAL EMERGENCY MEDICAL SERVICES (TEMS) SELECTION

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

Therefore the 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 three (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 (2) or more applicants are equally suitable, the Employer will select the most senior applicant first.**

[2017]

Agreed this 21st day of June, 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: PARAMEDIC SELF-REGULATION

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

Where the Winnipeg Fire Paramedic Service continues to provide such process to any Winnipeg Fire Paramedic Service member subsequent to the implementation of paramedic self-regulation, the same shall be provided 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.

[2017]

Agreed this 21st day of June, 2018

For the City of Winnipeg Negotiating Committee

Paula Rapos

For the MGEU Negotiating Committee

APPENDIX 1

List and Order of Arbitrators

Diane E. Jones, Q.C.

Michael D. Werier

Kristin 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]