



THE CITY OF WINNIPEG

- AND -

**THE PROFESSIONAL PARAMEDIC ASSOCIATION
OF WINNIPEG**

COLLECTIVE AGREEMENT

EFFECTIVE

FEBRUARY 14, 2007 TO FEBRUARY 13, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Preamble.....	5
1. Recognition	5
2. Management Rights	6
3. Association Security	6
4. Job Security.....	7
5. Association Representation	7
6. Grievance Procedure	8
7. Dismissal and Suspension.....	10
8. Arbitration.....	11
9. Strikes and Lock Outs	11
10. Specific Performance	12
11. Probation and Term Employees	12
12. Seniority	13
13. Job Posting	16
14. Leave of Absence.....	16
15. Association Leave of Absence	22
16. Safety and Health.....	23
17. Personal Equipment and Uniforms	24
18. Hours of Work	25
19. Overtime.....	27
20. General Holidays.....	27
21. Vacations	28
22. Jury Duty and Crown Witness	31
23. Bereavement Leave	34
24. Sick Leave.....	34
25. Training and Standards	37
26. Classification.....	39
27. Acquisition, Merger or Successor Rights	40
28. Meal Allowance	40
29. Welfare and Group Insurance	40
30. Duration of Agreement	42

TABLE OF CONTENTS - 2

<u>ARTICLE</u>	<u>PAGE</u>
31. Civil and Criminal Liability	42
32. Labour Management Committee.....	44
33. Fitness Passes.....	44
34. Collective Agreement	44
35. Mileage Allowance	44
36. Movement in Pay Scales	44
SALARY SCHEDULE	46

TABLE OF CONTENTS - 3

LETTERS OF INTENT/AGREEMENT/UNDERSTANDING

<u>LETTERS</u>	<u>PAGE</u>
MEMORANDUM OF AGREEMENT – Part-Time Employees	51
LETTER OF AGREEMENT - Payment for Attendance at Training Courses	56
LETTER OF AGREEMENT – Inter-Facility Transport Team Employees.....	57
LETTER OF UNDERSTANDING - Licencing Requirement.....	58
LETTER OF UNDERSTANDING - Short Shift Changes.....	59
LETTER OF UNDERSTANDING - Religious Observances.....	60
LETTER OF UNDERSTANDING - Confidentiality	61
LETTER OF UNDERSTANDING - Respectful Workplace.....	62
LETTER OF UNDERSTANDING – Vacation Scheduling	64
LETTER OF AMENDMENT – Hours of Work for Peak Load and Late Hour Units	66
LETTER OF UNDERSTANDING – Clothing Entitlement Point System.....	68
APPENDIX 1 – List and Order of Arbitrators	73

THIS AGREEMENT made and entered into as of this 24th day of September, 2008.

BETWEEN

THE CITY OF WINNIPEG

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG

(hereinafter referred to as the "Association")

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 Association have agreed to enter into a collective agreement containing the following terms and conditions of employment.

NOW THEREFORE the City and the Association 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 Professional Paramedic Association of Winnipeg (hereinafter referred to as "the Association" or "PPAW"). This Agreement shall apply to all employees employed by the City whose bargaining rights are held by PPAW, under Certificate No. MLB-5998, issued by the Manitoba Labour Board in accordance with the provisions of the Labour Relations Act of Manitoba.

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

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01** The Association and employees within the Association 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 Association 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 – ASSOCIATION 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 Association.

In the case of present employees covered by this Agreement who are not members of the Association, 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 Association. The Association agrees that it will not unreasonably deny membership in the Association to any employee who makes application therefore.

- 3.02** The City agrees to deduct regular Association 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 Association within fifteen (15) days after the aforementioned deductions are made.
- 3.04** The Association 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 Association 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** Supervisors and all other employees of the Service shall not perform any regularly scheduled work which is normally performed by those persons in the bargaining unit except in a special emergency.
- 4.02 a)** Practice at Intermediate Care Paramedic (ICP) and Advance Care Paramedic (ACP) levels shall only be carried out by PPAW members, but Primary Care Paramedic (PCP) scope of practice may be performed by either PPAW or United Fire Fighters of Winnipeg (UFFW) members. The scope of practice for UFFW members shall be at the PCP level. PCP Fire Fighters may practice to the full scope of the license, as it may in good faith be amended from time to time. The Winnipeg Fire Paramedic Service shall have the right to deploy dual trained PCP Fire Fighters on fire apparatus. No Fire Fighter PCP shall be assigned or required to perform work from or operate an ambulance, except in catastrophic emergency situations, or for recognized training purposes that will not replace PPAW members.
- b)** 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 Medical Supervisors.

ARTICLE 5 – ASSOCIATION REPRESENTATION

- 5.01** The Association shall name a Grievance Committee of not more than three (3) members who shall be employees of the City covered by this Agreement. The Association 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 Association 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 Association shall advise the City, in writing, of current Association Officers and Shop Stewards.
- 5.03** The Association 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 Association. Only Grievance Committee members, the President, or his designate, and a Consultant, or his designate, of the Association 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 Association Consultant, or his designate, may attend if either party so desires.

- 5.06** It is agreed that the Association Committee members and Shop Stewards have regular duties to perform in connection with their Association 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.
- 6.02** In regard to any matter coming within the scope of this Agreement, the employee shall, within thirty-two (32) days of when he became aware of the alleged violation, confer directly with his immediate supervisor either alone or accompanied by his Association Representative. The immediate supervisor shall render a verbal decision within five (5) days.
- 6.03** Should this verbal 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 Paragraph 2 above, be written up in triplicate on standard form and submitted to his Human Resource/Personnel Officer who will make his comments in regard to the complaint, sign the forms and return them to the Association Representative within fifteen (15) days after the receipt of the written grievance.
- 6.04** If such a decision is not satisfactory to the employee or the Association Grievance Committee, the Chairperson shall, within fifteen (15) days after having received the reply specified in Paragraph 3 above, make a further written request in regard to such complaint to the Fire Paramedic Chief of Fire Paramedic Services. Within fifteen (15) days after receipt of the written grievance the Fire Paramedic Chief shall meet with the Association Grievance Committee to discuss the grievance and to try to resolve same. Within fifteen (15) days of the aforementioned meeting, the Fire Paramedic Chief, or his designate, shall present the Association with his decision in writing.
- 6.05** The parties agree that, where satisfactory settlement is not reached in Article 6.04, the grievance may be processed further under either Article 6.05A or under Article 6.05B.

It is agreed that the preference of both parties will be to proceed to arbitration in accordance with Article 6.05A. However, if either party so requests, arbitration shall be proceeded with in accordance with Article 6.05B.

6.05A 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.

- a) Failing satisfactory settlement of the grievance at Article 6.04, the Association shall, within thirty (30) days from the date the decision of the Fire Paramedic Chief was received by the Association, refer the grievance to arbitration. The Association shall notify the City by registered mail or by any other agreeable method.
- b) Where arbitration is proceeded with on an expedited basis, in accordance with this Article, the Arbitrator will be appointed on a rotating basis from a list of five (5) mutually agreed to arbitrators, which List of Arbitrators is attached to the Collective Agreement as Appendix 1.
- c) The List of Arbitrators is to be maintained and utilized as follows:
 - i) annually, any substitutions that are required will be made by mutual agreement of the parties no later than February 28th;
 - ii) unless the parties agree otherwise, the Arbitrator appointed to hear the grievance will be in accordance with the Order of Arbitrators in Appendix 1.
- d) It is the intention of the parties that in most instances legal counsel will not be used by the City or the Association at expedited arbitration. However, either the City or the Association may utilize counsel at arbitration upon providing the other party with written notice within ten (10) days of the Association informing the City of its intention to proceed to arbitration.

6.05B Failing satisfactory settlement being reached in Article 6.04, the Association 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.

The Association 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 grievance shall be filed with the Fire Paramedic Chief who shall, within five (5) days after receipt of the grievance, convene a meeting of the Association's Grievance Committee to discuss the matter. The Fire Paramedic Chief's, or his designate's, answer will be given in writing within five (5) days of the end of such meeting. In the event the Association considers the decision of the Fire Paramedic Chief, or his designate, unsatisfactory and the Association intends to pursue the grievance, the Association shall, within thirty (30) days of the Fire Paramedic Chief's decision, submit the matter to arbitration as provided for in this Article.

6.06 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 Association'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.

- 6.07** It is understood and agreed that the claims of the grieved, who fails to comply with the time limits set forth in this Article 6, shall be disallowed for failure to so comply and that such claims will not be renewed or further processed through the grievance procedure or any other special tribunal. It is understood that if the respondent fails to comply with the time limits set forth in this Article 6, the grievance shall have been deemed to succeed and the request for adjustment of the grievance shall be implemented immediately and/or at a time mutually agreed to by the parties.
- 6.08** All time limits referred to in this Article, except where otherwise specified, shall be working days. Working days shall be counted as contained in the working week, Monday to Friday inclusive. All time limits provided in this Article may be extended by written mutual consent of both parties.

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 lodged with the City at the second stage of the grievance procedure and the case shall be disposed of within ten (10) days after the filing of the grievance except where such case goes to arbitration.
- 7.02** Such an employee shall have the right to see his Association Representative prior to leaving the Service premises.
- 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 pending an investigation for twenty-four (24) consecutive hours. If disciplinary action is contemplated, he will be so informed and he can meet with the Fire Paramedic Chief in the presence of an Association official.
- 7.05** An employee who is suspended or discharged shall be given together with the member of the Association the reasons, in writing, for such discharge or suspension. Those reasons shall be submitted prior to the commencement of the suspension or discharge.
- 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 an association representative to view their file, if they so chose. 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 one (1) year has passed, subject to modification on mutual agreement, since a suspension has been given, and no further occurrences of this nature have been recorded, then the offense shall be stricken from his personnel file. An employee will be allowed to present his reasons wishing removal of same.**

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 6.05.

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

8.04 If the Association 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 Association 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 Association 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.

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

11.03 All employees shall be designated as probationary employees during the first nine (9) months of their employment and, notwithstanding any other provisions of this Agreement, the City shall have the exclusive right to discharge probationary employees within the first nine (9) months of their employment.

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 Association.**
- 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 Association.** Association 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 Association 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 Association 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 Association 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 Association.
- 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 six (6) month period if found unsatisfactory, or at his own request.
- 13.04** Copies of bulletins will be furnished to the duly accredited Association Representatives.
- 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.

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 Association 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 Association 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 Association 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 affects 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 nine (9) 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 eighteen (18) months 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 on a full time basis for at least twelve (12) months 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.
- 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. Job Classifications

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 Parental Leave

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 position prior to the commencement of Parental Leave and without loss of seniority.
8. An employee on Parental Leave shall remain eligible for promotion providing the employee is available when required by the Service.

14.09 Reservist Leave

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.
 - 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.

ARTICLE 15 – ASSOCIATION LEAVE OF ABSENCE

- 15.01 Upon written request by the Association, the Service shall grant leave of absence without pay to employees for the purpose of carrying out business for the Association.

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.

Upon return from said leave of absence, the employee will be placed in the same or a comparable position at not less than the current rate of pay for his classification 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 vacation entitlement.

Upon return, the employee may be required to successfully complete reasonable certification upgrades that are required for said position subject to Article 25 of this Agreement. The employee may also be required to pass a return to work medical acceptable to EOSH if the leave is longer than three (3) months.

- 15.02** The Association may appoint or elect no more than two (2) employees to attend a convention or conference and such employees shall be granted leave of absence without pay by the Service.

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 Association 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 Association or legislated by government, will have equal effect as if they were regulations under the Workers' Compensation Act.
- 16.04** A Safety Committee consisting of two (2) members each from the Service and the Association shall meet monthly. This Committee shall make recommendations to the Service and the Association as to policies and conduct in respect of safety and health matters brought to their attention through sickness and accident reports, safety inspections, correspondence and other means at their disposal.
- 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 Association will make every effort to ensure that all clothing and equipment meet the standards established by a Joint Association/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:

- a) Twelve (12) Hour Crews:

In this Division there shall be two (2) shifts of twelve (12) hours. A Day Shift from 0700 to 1900 hours and an Evening Shift from 1900 to 0700 hours. The Shift Cycle shall be four (4) on – four (4) off, the Cycle shall then repeat.

- b) Eight (8) Hour Crews:

The work week for employees in this Division 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 manned by volunteers if possible. If sufficient volunteers are not available, the additional requirements shall be maintained on a weekly rotational basis.

c) Stores Division:

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

d) Dispatch Division:

In this Division there shall be two (2) shifts of twelve (12) hours. A Day Shift from 0700 to 1900 hours and an Evening Shift from 1900 to 0700 hours. The Shift Cycle shall be four (4) on – four (4) off, the Cycle shall then repeat.

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

b) Shifts in excess of eight (8) hours will receive an additional fifteen (15) minute break period.

18.04 A shift premium of sixty cents (\$0.60) shall be paid for each hour that an employee works between 1900 and 0700 hours.

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

18.06 The shift arrangements for starting and stopping times for all employees shall be posted at least one (1) week 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. Employees required to change shift or starting and stopping times 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.

18.07 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.

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

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

18.10 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 Association through a reduction in the hours of training days to a minimum of six (6) hours with an unpaid lunch period, the elimination of dry cleaning coupons, the elimination of employer paid driver's licences and the decrease in uniform shirts issued from four (4) to three (3) annually

- 18.11** 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.

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 at other than their regular starting time on a regular scheduled day of work or 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 four dollars and fifty cents (\$4.50).
- 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	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- b) Permanent employees engaged in a continuous operation scheduled to work on general holidays will be credited with these eleven (11) 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 15th of the year except for credits which have been requested, in writing, by November 1st and which have been approved, in writing, by the Fire Paramedic Chief by November 15th, to be taken off during November 16th 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 the 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.

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
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 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

(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 In the event that a general holiday falls during an employee's vacation period such employees shall be granted one (1) extra day's 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 Association.

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 Association 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 four (4) 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 Association who is off duty and is scheduled to commence a regular tour of duty, the starting time of which is less than one (1) hour after the time he is required to appear as a witness as set forth above, then he shall receive one (1) hour of overtime pay at time and one-half (1.5x) his regular hourly rate of pay for such attendance, and the foregoing provisions as to the minimum payment of overtime shall not apply to such attendance.

- b) Should such employee be required to appear in more than one (1) case at the same sittings of the Court, then he shall receive only one (1) minimum payment.
- c) If a case is adjourned from the morning to the afternoon sittings of the Court, or if an employee is required to attend a morning and afternoon and/or evening sitting of the Court on the same day for different cases, then only one (1) minimum payment will be paid; however, the total elapsed time of the employee shall be paid at the rate of time and one-half (1.5x) the regular hourly rate of pay, provided that where actual court time of the employee exceeds four (4) hours the employee shall be paid at the rate of double time (2x) for each such hour worked, or portion thereof, in excess of said four (4) hours.
- d) An employee who has been instructed to appear in court under the terms of this Section shall be paid a minimum payment of four (4) hours at time and one-half (1.5x) his regular hourly rate if the scheduled appearance is cancelled for any reason whatsoever, and the employee is not notified of such cancellation at least twenty-four (24) hours prior to the commence of such court sittings. Any employee who finds that he is slated to appear as a witness in more than one (1) court on the same day must notify his superior officer as soon as possible after he becomes aware of such fact.

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 (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. 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 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.

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

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 ($\frac{1}{2}$) 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 ($1\frac{1}{4}$) 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).

Members of the Association who work twelve (12) hour shifts shall receive the following benefits when the terms of the Fire Fighter provisions for Sick Leave are finalized with the UFFW:

- 1) Sick leave cashout being provided at the current rates of pay.
 - 2) The pay out formula for sick leave will be determined by the Fire Fighter model adjusted to reflect the specific experience and utilization rates of PPAW.
- 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.

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

- a) A member of the Association, 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.

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 Association 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 Association 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) In the event any employee hired by the Fire Paramedic Service after October 23, 1985 fails to satisfactorily complete any portion of the training program, the employee will be allowed a second attempt at satisfactorily completing that portion of the training program. Should the employee again fail to satisfactorily complete the portion of the training program, the Medical Director and the Fire Paramedic Chief shall review the status of the employee and may select one (1) or more of the following options:

- 1) transfer the employee to another classification within the Service at the salary for that classification; or
- 2) if no position within another classification within the Service is available, an attempt will be made to find alternate employment within the City of Winnipeg Civic Service.

b) In the event any employee hired by the Fire Paramedic Service prior to October 23, 1985 fails to satisfactorily complete any portion of the training program, the employee will be allowed a second attempt at satisfactorily completing that portion of the training program. Should the employee again fail, the employee will be allowed a third attempt at satisfactorily completing that portion of the training program. However, no payment of wages shall be made for attendance in the training courses for this third attempt.

If the employee satisfactorily completes that portion of the training program, he will retroactively receive payment for the actual hours of his attendance in the training courses up to a maximum of sixteen (16) hours. Should the employee again fail to satisfactorily complete the portion of the training program, the Medical Director and the Fire Paramedic Chief shall review the status of the employee and may select one (1) or more of the following options:

- 1) transfer the employee to another classification within the Service at his present salary, but said salary shall be "red circled"; or
- 2) if no position within another classification within the Service is available, alternate employment within the City of Winnipeg Civic Service will be provided.

Any employee so transferred within the Service or placed in alternate employment within the City of Winnipeg Civic Service as outlined in (a) and (b)

above shall maintain his seniority for purposes of calculating entitlement to the following benefits:

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

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

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

- a) For employees hired by the Fire Paramedic Service after October 23, 1985, the employee shall immediately be reverted to an Emergency Medical Attendant "B" classification at the rate of pay for that Emergency Medical Attendant "B" classification. In addition, the employee must "recertify" within one (1) year, otherwise Clause 25.06(a) of the Collective Agreement shall apply.
- b) For employees hired by the Fire Paramedic Service prior to October 23, 1985, the employee shall immediately be reverted to the rate of pay for a Driver Attendant Class 4 until such time as the employee regains the certification necessary for Medical Attendants "C".

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 Association 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 Association 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, as an Acting Supervisor or as an Acting Assistant Supervisor for one (1) shift or more shall receive the minimum rate for the respective position.
- 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 – MEAL ALLOWANCE

- 28.01** The Service agrees to pay meal allowances for calls involving trips outside the Winnipeg City limits which are for more than four (4) hours in duration. Meal allowances for trips out of the Province of Manitoba shall be as follows: dinner – seven dollars (\$7.00), lunch – five dollars (\$5.00), and breakfast – four dollars (\$4.00). Meal allowances for trips out of Winnipeg within the Province shall be as follows: dinner – six dollars (\$6.00), lunch – four dollars (\$4.00); and breakfast – three dollars (\$3.00). The Service also agrees to pay hotel accommodations on any call outside the City of Winnipeg which is for more than eight (8) hours in duration.

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.
- 29.02** Effective December 30, 1979, Group Life Insurance coverage will be continued only for employees of the Service as at November 30, 1979 and who elect not to enroll in the Employee Benefits Program. This Group Life Insurance shall be in the amount of two

hundred percent (200%) of basic annual salary or wage rounded to the next higher one thousand dollars (\$1,000) to a maximum benefit of one hundred thousand dollars (\$100,000) for each such employee covered by such insurance and there shall be an Accidental Death and Dismemberment Policy with benefits equal to the amount specified in the Life Insurance Policy above. The City shall pay fifty percent (50%) of the premium and the participating employees shall pay fifty percent (50%) of the premium.

29.03 Effective December 30, 1979, a Weekly Indemnity Plan for employees of the permanent service will be arranged and managed by the Association, 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.

29.04 Effective December 30, 1979, a Long Term Disability Plan will be continued only for employees of the Service as at November 30, 1979 and who elect not to enroll in the Employee Benefits Program. The cost thereof, to provide a Long Term Disability Benefit of sixty-six and two-thirds percent (66 2/3%) of basic salary or wage payable after the termination of Employment Insurance Sick Benefits pertaining to continuous illness or injury to age sixty-five (65), shall be shared: fifty percent (50%) paid by the City and fifty percent (50%) paid by the participating employees.

29.05 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 Association. Pursuant to the terms of the Dental Plan, coverage will be provided to employees and eligible dependents.

29.06 Pension, Long Term Disability and Group Life Insurance

a) Effective December 30, 1979, employees will be offered enrollment in the City of Winnipeg "Employee Benefits Program" on a fifty-fifty (50-50) cost sharing basis. In addition, employees will be allowed to purchase, on a fifty-fifty (50-50) cost sharing basis, back service credits to June 15, 1975, or to the employee's starting date if after June 15, 1975 in accordance with the following:

1) For each year, or portion thereof, for which the employee elects to exercise this option then the amount of contribution for purchase of back service credits will be based on six percent (6%) of the employee's regular earnings, exclusive of overtime and shift premium, during the calendar year of 1978, less the amount of his Canada Pension Plan contributions for the period for which the back service credits are being purchased.

2) An employee shall be entitled to exercise the option of purchasing back service credits provided he signifies, in writing, to the Employee Benefits Board his intention to do so no later than December 1, 1980. In addition, he shall agree to make such back service payments at a rate no less than one hundred dollars (\$100) each taxation year. He shall be eligible, but in accordance with the above, to make such payments up to his retirement or termination.

- b) Present employees not electing enrollment in the "Employee Benefits Program" will have L.T.D. Benefit and Group Life Insurance coverage continued on a fifty-fifty (50-50) cost sharing basis in accordance with Articles 29.02 and 29.04.
- c) All employees hired after November 30, 1979 shall be automatically enrolled in the "Employee Benefits Program" upon completion of their probationary period.
- d) On or before December 1, 1980, present employees shall signify, in writing, to the Employee Benefits Board their election concerning enrollment in the Employee Benefits Program. Any employee not so signifying shall automatically be enrolled.

29.07 Vision Care

The City of Winnipeg agrees to provide a standard Blue Cross Vision Care Plan for eligible members and their eligible dependant(s), with one hundred percent (100%) of the cost of the Plan to be paid by the City.

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

Maximum benefits payable under this Plan shall be:

- for full time members/dependents: one hundred an seventy-five dollars (\$175) per eligible person in a twenty-four (24) month period.

Effective April 1, 2007, maximum benefits payable under this Plan shall be two hundred and twenty-five dollars (\$225.00) per eligible person in a twenty-four (24) month period and fifty dollars (\$50.00) per eligible person in a twenty-four (24) month period for the cost of eye examinations.

ARTICLE 30 – DURATION OF AGREEMENT

30.01 This Agreement shall become effective on **February 14, 2007** and shall remain in effect until **February 13, 2010**.

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 The City of Winnipeg and the Association 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 Association 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.

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 Association who so requests.

ARTICLE 34 – COLLECTIVE AGREEMENT

The City will pay fifty percent (50%) of the cost of providing each member of the bargaining unit with a printed copy of the Collective Agreement as it is revised from time to time.

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.

SALARY SCHEDULE

General Wage Increases

Effective **February 14, 2007** **3.50%**

Effective **February 3, 2008 (PP #4)** 3.0%

Effective **February 1, 2009 (PP #4)** 3.0%

Special Adjustments

Effective July 6, 2008 (PP #15) increase wages paid to Paramedic classifications:

- a) **Primary Care Paramedics increase biweekly/hourly wages by one-quarter percent (0.25%) - Class Codes 7819, 7833, 7844.**
- b) **Intermediate Care Paramedics (ICP) increase current premium paid above the rate for the regular Emergency Paramedic 2 by two percent (2%), from four percent (4%) to six percent (6%) - Class Code 7866.**
- c) **Advanced Care Paramedics (ACP) increase current premium paid above the rate for the regular Emergency Paramedic 2 by three percent (3%), from twelve percent (12%) to fifteen percent (15%) - Class Code 7837.**

It is understood that in consideration of these payments, all Paramedics shall perform preceptor duties as and when required. Effective the start of the first full pay period following the date of ratification, there shall not be any "preceptor premiums" paid to paramedics.

Additional Salary Step

An additional salary step equating to three percent (3%) will be provided to all Paramedic II employees with five (5) or more years of service effective Pay Period #16, 1999.

A comparable adjustment will be provided to all Paramedic III, Dispatcher and Storekeeper employees with five (5) or more years of service effective Pay Period #16, 1999 conditional upon a reduction in the night shift premium to sixty cents (60¢) per hour (from ninety cents [90¢] per hour) effective that pay period.

BI-WEEKLY RATES BASED ON 84 HOURS BI-WEEKLY

POSITION	BIWKLY	CLASS CODE	EFFECTIVE FEB 14/07 3.50%			EFFECTIVE MAY 27/07 New ICP/ Increased ACP Premiums			EFFECTIVE FEB 3/08 Pay Period #04/08 - 3.00%			EFFECTIVE JULY 6/08 Pay Period #15/08 Various Increases See Note 1			EFFECTIVE FEB 1/09 Pay Period #04/09 - 3.00%		
			HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
ATTENDANT TRAINEE	84	7819															
0 to 12 months			\$15.46	\$1,298.67	\$33,765.42				\$15.92	\$1,337.63	\$34,778.38	\$15.96	\$1,340.97	\$34,865.33	\$16.44	\$1,381.20	\$35,911.29
13 to 24 months			\$17.28	\$1,451.72	\$37,744.65				\$17.80	\$1,495.27	\$38,876.99	\$17.85	\$1,499.01	\$38,974.18	\$18.38	\$1,543.98	\$40,143.41
DRIVER/ATTENDANT	84	7815															
Class 4			\$24.73	\$2,077.45	\$54,013.80				\$25.47	\$2,139.78	\$55,634.21				\$26.24	\$2,203.97	\$57,303.24
11 or more years of service			\$25.48	\$2,140.35	\$55,648.98				\$26.24	\$2,204.56	\$57,318.45				\$27.03	\$2,270.69	\$59,038.00
EMERGENCY PARAMEDIC 1	84	7833															
After 24 months			\$20.58	\$1,728.42	\$44,939.00				\$21.19	\$1,780.28	\$46,287.17	\$21.25	\$1,784.73	\$46,402.89	\$21.88	\$1,838.27	\$47,794.98
EMERGENCY PARAMEDIC 2	84	7844															
After 36 months			\$23.58	\$1,981.02	\$51,506.65				\$24.29	\$2,040.46	\$53,051.85	\$24.35	\$2,045.56	\$53,184.48	\$25.08	\$2,106.92	\$54,780.01
After 42 months			\$23.81	\$1,999.90	\$51,997.44				\$24.52	\$2,059.90	\$53,557.36	\$24.58	\$2,065.05	\$53,691.25	\$25.32	\$2,127.00	\$55,301.99
After 48 months			\$27.10	\$2,276.61	\$59,191.79				\$27.92	\$2,344.91	\$60,967.54	\$27.99	\$2,350.77	\$61,119.96	\$28.82	\$2,421.29	\$62,953.56
After 5 yrs of service			\$27.91	\$2,344.74	\$60,963.20				\$28.75	\$2,415.08	\$62,792.09	\$28.82	\$2,421.12	\$62,949.07	\$29.69	\$2,493.75	\$64,837.55
After 11 years of service			\$28.76	\$2,416.02	\$62,816.45				\$29.62	\$2,488.50	\$64,700.94	\$29.70	\$2,494.72	\$64,862.69	\$30.59	\$2,569.56	\$66,808.57
EMERGENCY PARAMEDIC 2 - ICP	84	7866															
After 5 years of service						\$29.03	\$2,438.53	\$63,401.72	\$29.90	\$2,511.68	\$65,303.78	\$30.55	\$2,566.39	\$66,726.02	\$31.47	\$2,643.38	\$68,727.80
After 11 years of service						\$29.88	\$2,509.81	\$65,254.97	\$30.78	\$2,585.10	\$67,212.62	\$31.43	\$2,639.99	\$68,639.64	\$32.37	\$2,719.19	\$70,698.83
New Classification Effective May 27, 2007																	
EMERGENCY PARAMEDIC 2 - ACP	84	7837															
After 36 months			\$25.64	\$2,153.37	\$55,987.72	\$26.41	\$2,218.75	\$57,687.44	\$27.21	\$2,285.31	\$59,418.07	\$28.00	\$2,352.39	\$61,162.15	\$28.84	\$2,422.96	\$62,997.01
After 42 months			\$25.88	\$2,173.89	\$56,521.21	\$26.67	\$2,239.89	\$58,237.13	\$27.47	\$2,307.09	\$59,984.24	\$28.27	\$2,374.81	\$61,744.94	\$29.12	\$2,446.05	\$63,597.29
After 48 months			\$29.46	\$2,474.67	\$64,341.48	\$30.35	\$2,549.80	\$66,294.80	\$31.27	\$2,626.29	\$68,283.65	\$32.18	\$2,703.38	\$70,287.96	\$33.15	\$2,784.48	\$72,396.60
After 5 years of service			\$30.34	\$2,548.73	\$66,267.00	\$31.26	\$2,626.11	\$68,278.78	\$32.20	\$2,704.89	\$70,327.14	\$33.15	\$2,784.29	\$72,391.43	\$34.14	\$2,867.81	\$74,563.18
After 11 years of service			\$31.26	\$2,626.21	\$68,281.48	\$32.21	\$2,705.94	\$70,354.42	\$33.18	\$2,787.12	\$72,465.05	\$34.15	\$2,868.93	\$74,592.10	\$35.18	\$2,954.99	\$76,829.86
EMERGENCY PARAMEDIC 3	84	7855															
0 to 9 months			\$26.97	\$2,265.07	\$58,891.88				\$27.77	\$2,333.02	\$60,658.63				\$28.61	\$2,403.02	\$62,478.39
10 to 18 months			\$27.85	\$2,339.50	\$60,826.98				\$28.69	\$2,409.68	\$62,651.79				\$29.55	\$2,481.97	\$64,531.34
19 to 27 months			\$28.71	\$2,411.82	\$62,707.41				\$29.57	\$2,484.18	\$64,588.64				\$30.46	\$2,558.70	\$66,526.30
28 to 36 months			\$29.59	\$2,485.19	\$64,615.04				\$30.47	\$2,559.75	\$66,553.49				\$31.39	\$2,636.54	\$68,550.09
37 or more months			\$30.46	\$2,558.56	\$66,522.66				\$31.37	\$2,635.32	\$68,518.34				\$32.31	\$2,714.38	\$70,573.89
After 5 years of service			\$31.37	\$2,635.07	\$68,511.83				\$32.31	\$2,714.12	\$70,567.18				\$33.28	\$2,795.55	\$72,684.20
EMERGENCY PARAMEDIC 3 (11 or more years of service)	84	7877															
			\$28.61	\$2,403.44	\$62,489.35				\$29.47	\$2,475.54	\$64,364.03				\$30.35	\$2,549.81	\$66,294.96
			\$29.55	\$2,482.05	\$64,533.19				\$30.43	\$2,556.51	\$66,469.18				\$31.35	\$2,633.20	\$68,463.26
			\$30.47	\$2,559.61	\$66,549.84				\$31.39	\$2,636.40	\$68,546.34				\$32.33	\$2,715.49	\$70,602.73
			\$31.38	\$2,636.14	\$68,539.61				\$32.32	\$2,715.22	\$70,595.79				\$33.29	\$2,796.68	\$72,713.67
	\$32.31	\$2,713.70	\$70,556.26				\$33.28	\$2,795.11	\$72,672.95				\$34.27	\$2,878.97	\$74,853.14		

NOTE 1:

- Effective Pay Period #15, 2008 Primary Care Paramedics - 0.25% increase
- ▲ Effective Pay Period #15, 2008 Intermediate Care Paramedics (ICP) - increase premium paid above the rate for regular Emergency Paramedic 2 from 4% to 6%
- ◆ Effective Pay Period #15, 2008 Advanced Care Paramedics (ACP) - increase premium paid above the rate for regular Emergency Paramedic 2 from 12% to 15%

NOTE 2: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference.

BI-WEEKLY RATES BASED ON 84 HOURS BI-WEEKLY

POSITION	BIWKLY	CLASS CODE	EFFECTIVE FEB 14/07 3.50%			EFFECTIVE OCT 24/07 Comm Operator - 3.00% Sr. Comm Operator - 3.50%			EFFECTIVE FEB 3/08 Pay Period #04/08 - 3.00%			EFFECTIVE FEB 1/09 Pay Period #04/09 - 3.00%		
			HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
AMBULANCE COMMUNICATION OPERATOR (ACO)	84	7858												
First 12 months			\$17.20	\$1,444.70	\$37,562.31	\$17.71	\$1,488.05	\$38,689.18	\$18.25	\$1,532.69	\$39,849.86	\$18.79	\$1,578.67	\$41,045.35
After 12 months			\$20.48	\$1,720.07	\$44,721.91	\$21.09	\$1,771.68	\$46,063.57	\$21.72	\$1,824.83	\$47,445.47	\$22.38	\$1,879.57	\$48,868.84
After 24 months			\$23.47	\$1,971.45	\$51,257.82	\$24.17	\$2,030.60	\$52,795.56	\$24.90	\$2,091.52	\$54,379.42	\$25.65	\$2,154.26	\$56,010.81
After 36 months			\$26.83	\$2,254.13	\$58,607.38	\$27.64	\$2,321.75	\$60,365.60	\$28.47	\$2,391.41	\$62,176.57	\$29.32	\$2,463.15	\$64,041.86
*Effective October 24, 2007 Renamed Communication Operator (CO)														
SENIOR AMBULANCE COMMUNICATION OPERATOR (SACO)	84	7860												
After 5 years service as ACO			\$28.75	\$2,414.82	\$62,785.28	\$29.75	\$2,499.34	\$64,982.77	\$30.65	\$2,574.32	\$66,932.25	\$31.57	\$2,651.55	\$68,940.22
After 6 years service as SACO			\$29.61	\$2,487.49	\$64,674.86	\$30.65	\$2,574.56	\$66,938.48	\$31.57	\$2,651.79	\$68,946.64	\$32.52	\$2,731.35	\$71,015.04
*Effective October 24, 2007 Renamed Senior Communication Operator (SCO)														

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

NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference.

BI-WEEKLY RATES BASED ON 80 HOURS BI-WEEKLY

POSITION	BIWKLY	CLASS CODE	EFFECTIVE FEB 14/07 3.50%			EFFECTIVE FEB 3/08 Pay Period #04/08 - 3.00%			EFFECTIVE FEB 1/09 Pay Period #04/09 - 3.00%		
			HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL	HRLY	BWKLY	ANNUAL
STOREKEEPER 1 1	80	7863	\$20.02	\$1,601.40	\$41,636.41	\$20.62	\$1,649.44	\$42,885.50	\$21.24	\$1,698.93	\$44,172.07
After 5 years of service			\$20.61	\$1,649.09	\$42,876.43	\$21.23	\$1,698.57	\$44,162.73	\$21.87	\$1,749.52	\$45,487.61
STOREKEEPER 3 1	80	7864	\$21.57	\$1,725.58	\$44,865.11	\$22.22	\$1,777.35	\$46,211.07	\$22.88	\$1,830.67	\$47,597.40
After 5 years of service			\$22.20	\$1,776.25	\$46,182.47	\$22.87	\$1,829.54	\$47,567.94	\$23.56	\$1,884.42	\$48,994.98

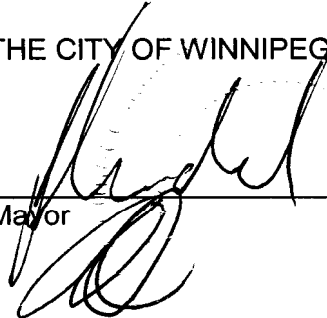
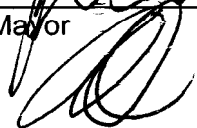
NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference.

IN WITNESS WHEREOF the parties hereto have executive these presents duly attested by their proper officers respectively in their behalf.

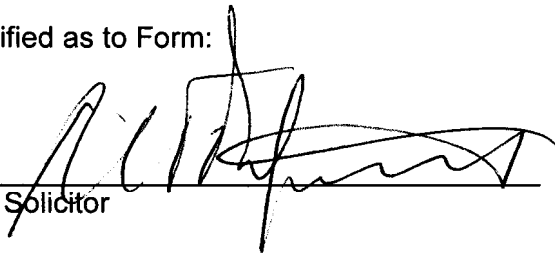
Certified as to Content:


Labour Relations Specialist

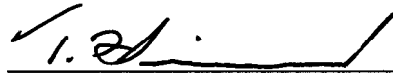
Deputy

THE CITY OF WINNIPEG

Mayor

City Clerk

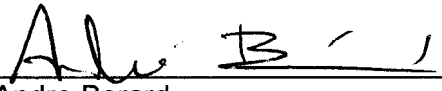
Certified as to Form:


City Solicitor

PROFESSIONAL PARAMEDICS
ASSOCIATION OF WINNIPEG


Travis Hildebrand


Marc Savard


Andre Berard

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG
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 ten (10) shifts in a sixteen (16) week cycle. Such shift guarantee does not preclude the lay-off or termination of a part-time employee subject to applicable Collective Agreement provisions.

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 (1800) accumulated regular hours worked.

Seniority

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

II. Provisions

a) Extra Shifts

A part-time employee is expected to work additional unscheduled shifts at their regular hourly rate of pay unless the employee has already worked in that day.

The employee shall make their availability known to the WFPS at the time of hiring and shall be given preference for extra shifts. 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.

Part-time employees will be scheduled three (3) months in advance, with the opportunity to pick up extra shifts. Should a part-time employee decline more than three (3) of the extra shifts offered to them any quarter or twelve (12) in any year they may be offered no further extra shifts and may be terminated without access to the Grievance or Arbitration procedure, 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.

A part-time employee is eligible for shift premium in accordance with Article 18.

b) Overtime

When a part-time employee works overtime contiguous to their regular daily hours of work/shift, they shall be paid overtime in accordance with Article 19.01.

In the event that a part-time employee has worked enough extra shifts (no more than three hundred and twenty (320) hours over an eight (8) week cycle for Paramedics and Communications Operators) to the extent that they would then qualify 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.

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
 Two (2) pairs of cargo pants
 One (1) pair of winter gloves
 One (1) pair winter boots
 One (1) pair of summer footwear
 Two (2) polo shirts
 One (1) bomber jacket ensemble
 One (1) toque
 One (1) pant liner
 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

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 [2184] hours annually for Paramedics and Communications Operators, two thousand and eighty [2080] 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 parties agree that from the date of signing this Memorandum of Agreement, the complement of part-time employees shall not exceed ten percent (10%) of the total number of full-time employees, without the mutual agreement of the parties. The parties commit to reviewing this provision twenty-four (24) months following the date of signing of this Memorandum. The ten (10%) maximum stated above shall only be amended with the agreement of both parties.**

Agreed This 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF AGREEMENT

**BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG**

RE: PAYMENT FOR ATTENDANCE AT TRAINING COURSES

The parties hereby agreed that employees required by the Fire Paramedic Service to attend training courses during periods of time other than their scheduled shifts shall be paid at their regular rate of pay at straight time rates for a minimum of six (6) hours with an unpaid lunch period.

This Letter of Agreement shall continue in effect for the duration of this Collective Agreement and until the Collective Agreement is renewed or revised.

Agreed This 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF AGREEMENT

**BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG**

RE: INTERFACILITY TRANSPORT TEAM EMPLOYEES

In consideration of a joint Department-Association 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 as per the Winnipeg Regional Health Authority – Winnipeg Emergency Response Service contract.

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 Association as information.

Agreed This 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG
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 Association of the above courses as far in advance as possible.

Agreed This 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG

RE: SHORT SHIFT CHANGES

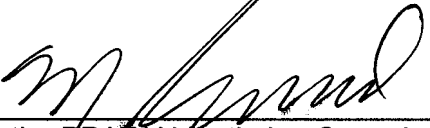
Discussions have taken place between the PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG ("PPAW"), and the Fire Paramedic Service ("the Service"). It has been mutually agreed to implement a system that will allow partial shift changes for up to two (2) hours before and after the scheduled shift change 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, PPAW 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 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

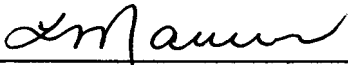
LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG

RE: RELIGIOUS OBSERVANCES

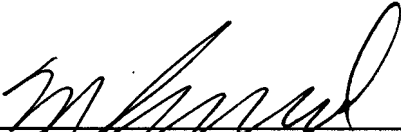
Employees desiring to observe recognized religious holidays will be permitted time off on the basis of a deduction from general holiday or vacation credits in accordance with the following.

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 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG

RE: CONFIDENTIALITY

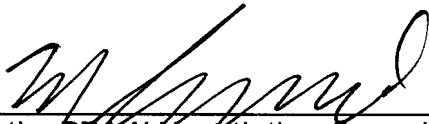
The parties hereby agree and undertake that neither they nor any of their bargaining representatives, members, employees or agents, will disclose any information, documents, statements or any other matters of things which take place or occur during the course of collective bargaining pursuant to the 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 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF UNDERSTANDING**BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG****RE: RESPECTFUL WORKPLACE**

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

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

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

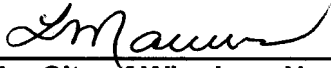
The City of Winnipeg's Respectful Workplace Administrative Directive shall be followed on matters relating to respectful workplace including procedures when the principles of this Letter of Understanding have been violated. Individuals have the right at any time, to file a grievance under Article 6 –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

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, source of income, and physical or mental disability.

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 Association.

Agreed This 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG

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) PPAW Advanced Care Paramedic (ACP) or Level III Paramedic 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 or Level III 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 three (3) ACP/ICP Paramedics may be on scheduled leave at any given time.**
 - c) **In the case of the Peak Units, a maximum of three (3) PCP's, which may include one (1) ICP, may be on scheduled leave at any given time period. This will change to two (2) ICP's as sufficient numbers of ICP's are trained and added to complement.**
 - d) **In order to facilitate significant training initiatives to achieve an ALS service within four (4) years, annual vacation and statutory holiday credits shall be subject to a maximum percentage of employees on scheduled leave at any given time shall not exceed seventeen percent (17%).**

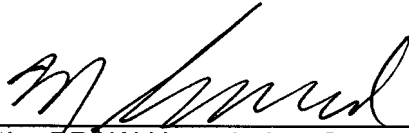
Statutory leave requests beyond the seventeen percent (17%) to a maximum of twenty percent (20%) of total staff on leave may be approved on short notice but shall be subject to operational and training requirements.
3. In the event the WFPS is unable to staff the minimum of three (3) Advanced Life Support (ALS) Units due to short term illness or injury of ALS personnel, the WFPS will make reasonable efforts to utilize ACP or Level III qualified members of the PPAW 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 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the RPAW Negotiating Committee

LETTER OF AMENDMENT

**BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG**

RE: HOURS OF WORK FOR PEAK LOAD AND LATE HOUR UNITS

In consideration of a joint Department – Association effort to increase the number of Emergency Medical Service Units available to the citizens of Winnipeg through the creation of Peak Load **and Late Hour Units**, both a Transport Team and an Emergency Team is required. Hours of work for Peak Load **and Late Hour Units** shall be shifts of twelve (12) hours in length.

DEFINITIONS:

Peak Load Unit:

Ambulance Units assigned to twelve (12) hour shifts commencing no earlier than **07:00** hours and no later than 12:00 hours.

Late Hour Unit:

One Ambulance Unit assigned a twelve (12) hour shift commencing no later than 15:00 hours.

Twenty-Four (24) Hour Emergency Unit:

Ambulance Units assigned to shifts as per Article 18.01 of the Collective Agreement.

Article 18.04 regarding shift premiums shall be applied to all hours worked past 19:00 hours.

PPAW members who are assigned to Peak Load and **Late Hour Units** shall be assigned in the following manner:

1. Vacancies in the Peak Load **and Late Hour Units** shall first be filled utilizing volunteers from the required Paramedic classification.
2. If vacancies in the Peak Load **and Late Hour Units** cannot be filled utilizing volunteers then the least senior member of the required Paramedic classification shall be assigned to Peak Load **and Late Hour Unit(s)**.
3. Members assigned to the Peak Load **and Late Hour Units** may make application to the Fire Paramedic Chief for transfer to the Twenty-Four (24) Hour **shift assignment or another Peak Unit assignment** at any time and Steps 1 and 2 of the assignment process shall then apply. Such transfers shall not be unreasonably withheld.

This Letter of Agreement shall continue in effect for the duration of this Collective Agreement or until the Collective Agreement is renewed or revised.

Agreed This 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PPAW Negotiating Committee

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE PROFESSIONAL PARAMEDIC ASSOCIATION OF WINNIPEG

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 December 31, 2011.

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 pair (2) 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	(to be determined) *	
Flashlight	30	
One pair trauma scissors	15	
Duty belt (inner & outer assembly with keepers)	Inner duty belt – 13 Outer duty belt – 24 Keepers (set of 4) - 8	

ITEM	POINTS	MAXIMUM
Radio pouch	24	
Cell phone pouch	11	
Flashlight pouch	11	
Pager pouch	7	
Equipment pouch	27	
Microphone Holder	5	

*** 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.

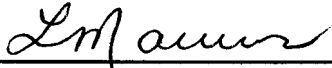
The parties recognize the high cost of the new dress tunic and therefore have agreed that to accommodate the employees, a process of allowing the employee to borrow points from the next two (2) years to fund the dress tunic only, will be put into place.

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 24th Day of September, 2008



For the City of Winnipeg Negotiating Committee



For the PFAW Negotiating Committee

APPENDIX 1

List and Order of Arbitrators

Diane E. Jones, Q.C.

Michael D. Werier

Arne Peltz

Gerald D. Parkinson

Paul S. Teskey