431 - Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 26, 1997

MEMORANDUM OF AGREEMENT

Between

The City of Winnipeg

and

The Amalgamated Transit Union, Local 1505

The Negotiating Committee of the City of Winnipeg and the Negotiating Committee of the Amalgamated Transit Union, Local 1505 agree to the following revisions to the Collective Agreement subject to ratification by City Council and by Members of the Union.

SECTION I - GENERAL ARTICLES

ARTICLE 1 - DURATION OF AGREEMENT

The Agreement shall be effective January 21, 1996 and expire January 15, 2000.

ARTICLES 5 AND 6 - GROUP LIFE INSURANCE PLAN AND PENSION PLAN

Move to the end of the General Articles Section.

ARTICLE 6 - PENSION PLAN

The parties agree that all negotiation of changes to the Civic Employees' Pension Plan shall be conducted at a Central Table and these changes be incorporated into the Collective Agreement subject to ratification by the City and the Union. Both parties reserve the right to refer pension proposals to main bargaining.

ARTICLE 7 - WEEKLY SICKNESS AND ACCIDENT INSURANCE

The City shall cease payment of its contributions to the Great West Life Sickness and Accident Insurance Plan effective Pay Period #11, 1997.

Effective Pay Period #17, 1998 delete the title and all existing provisions of Article 7 and implement a sick pay plan based on the principles outlined in the Letter of Understanding re: Sick Pay Plan.

The City will retain any unused funds remaining in the Great West Life account at the time of implementing the Sick Pay Plan.

ARTICLE 8 - SICKNESS AND ACCIDENT SEVERANCE PLAN

1. Members hired before January 1, 1997:

   Existing provisions of the Collective Agreement shall remain unchanged.

2. Members hired on or after January 1, 1997:

   Upon death or retirement, an employee, or the employee's estate, shall receive a cash payment of one (1) day per year of service for the first fifteen (15) years of service and two (2) days per year of service over fifteen (15) years multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service.

ARTICLE 9 - BLUE CROSS INSURANCE COVERAGE

Change title to SUPPLEMENTAL HEALTH PLANS and consolidate Article 10 and 10-A under same title

ARTICLE 10-A - VISION CARE

Include prescription sunglasses.

ARTICLE 11 - VACATIONS

11-4 Replace with the following:

Vacations shall be taken according to seniority, by classification, for all classifications covered by this Agreement. Operations Division vacations will be scheduled between the Sunday closest to January 1st and the Saturday closest to December 31st; Plant and Equipment Division vacations will be scheduled between the Sunday closest to May 1st and the Saturday closest to April 30th; Treasury Branch vacations will be scheduled in the same time period as the Plant and Equipment Division but subject to the Letter of Understanding Re: Treasury Vacation. Based on the requirements of the service, as many Bus Operators as possible will be permitted to take their vacation during the summer months.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 26, 1997 (continued)

ARTICLE 14 - PROMOTION

14-4 Combine the Building Services Sub-Section and the Loop and Bus Stop Sub-Section into a single sub-section and title it "the Facilities Maintenance Sub-Section." (Change the number of sub-sections from "four (4)" to "three (3)")

ARTICLE 20 - GRIEVANCES

New Grievance Procedure as previously agreed to:

20-1 Should any employee to this Agreement believe he has been unjustly dealt with or that any provisions of this Agreement have been violated, he may proceed with his grievance in the following manner:

Step 1

Within ten (10) working days of the occurrence in question or the consequences of the event in question the employee(s) may, with the assistance of a representative of the Union, if he so desires, take up the matter with the appropriate Supervisor in the Section within which the employee works.

The parties will approach the resolution of grievances in a problem-solving manner. For that purpose, any discussions and/or resolution of the grievance at this stage shall be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Union and the City. To that end, the Supervisor shall render a decision within ten (10) working days of such consultation.

Step 2

Failing satisfactory settlement in Step 1, the grievance shall be reduced to writing, outlining the particulars of the grievance, the clauses of the Agreement allegedly violated and the redress sought. The Union may, **within ten (10) working days**, submit the matter to the appropriate Manager and the matter shall be considered by the Union's Grievance Committee and such persons as may be appointed by the Manager and a decision shall be rendered within a further ten (10) working days.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union may, **within ten (10) working days**, of the decision, appeal the decision of the Manager to the Director of Transit for a decision within ten (10) working days.

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may appeal in writing, **within ten (10) working days** to the Board of Commissioners who shall render a written decision within ten (10) working days.

Step 5
Failing satisfactory resolve of any grievance at the level of the Board of Commissioners, the Union may, **within thirty (30) working days** from the date of the decision of the Board of Commissioners, refer the grievance to arbitration.

Policy Grievance

The Union may originate a policy grievance on behalf of an employee or a group of employees, with respect to any matter of dispute which affects the general membership of the Union, and to seek adjustment with the City in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2 of the grievance procedure with the appropriate manager(s).

ARTICLE 23 - TIME OF PAYING WAGES

23-1 Change "Thursday" and "Thursdays" to "Friday" and "Fridays" and delete last sentence (i.e. "Night employees....pay day.")

23-2 Replace existing wording with the following:

Effective May 4, 1997 (beginning at Pay Period 10), wages of each employee covered by this Agreement will be paid by direct deposit to the bank or other qualifying financial institution of the employee's choice.

23-3 Change fourteen (14) to twenty (20) working days as per Letter of Understanding dated August 18, 1995.

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 26, 1997 (continued)

23-4 Add new sub-article as follows:

A Bus Operator's detailed pay information sheet will be provided only at the request of the individual employee.

ARTICLE 24 - AGREEMENTS

Delete (copies of the Collective Agreement will be available as per the letter from R. Borland dated June 24, 1996 - Attachment #10).

ARTICLE 30 - LONG SERVICE PAY

Amend to read:

Effective in 1997 Long Service Pay will be:

$6.25/month after six years of service
$12.50/month after eleven years of service
$18.75/month after sixteen years of service
$25.00/month after twenty-one years of service
$31.25/month after twenty-six years of service
$37.50/month after thirty-one years of service.

Effective in 1998 Long Service Pay will be:

$6.25/month after seven years of service
$12.50/month after twelve years of service
$18.75/month after seventeen years of service
$25.00/month after twenty-two years of service
$31.25/month after twenty-seven years of service
$37.50/month after thirty-two years of service.

Effective in 1999 Long Service Pay will be:

$6.25/month after eight years of service
$12.50/month after thirteen years of service
$18.75/month after eighteen years of service
$25.00/month after twenty-three years of service
$31.25/month after twenty-eight years of service
$37.50/month after thirty-three years of service.

SECTION 2 - BUS OPERATORS ARTICLES

Working Conditions Committee to reconvene in order to discuss ways and means of improving the hours of work for Bus Operators.

ARTICLE 1 - HOURS OF WORK

1-4 Revise to reflect current practice as per Letter of Understanding of July 4, 1994.

ARTICLE 3 - SENIORITY AND SIGN UP

3-2 Change the first sentence to read:

All crews, including change-off men and relief men, will be posted for selection according to seniority of Bus Operators at least four (4) times per year.

ARTICLE 5 - INSTRUCTION

5-5 Delete and move second paragraph of related Letter of Understanding to Article 1-4.

ARTICLE 6 - UNIFORMS

6-2 Revise as per the Letter of Understanding dated February 6, 1997.

SECTION 3 - MAINTENANCE AND TREASURY

ARTICLE 5 - TOOL ALLOWANCE

5-1(a) Add Diesel Coach Technician.

RE: LETTERS OF UNDERSTANDING

Renew the following Letters of Understanding:

Uniform Committee
Working Conditions Committee
Treasury Technician Position
Maintenance Workers
Encouragement of Transit Service in Both Official Languages - Amended to apply to the entire Riel Community Committee Area
Methods of Calculating Debits from Credits Accumulated
Spareboard Guarantee
Schedule Committee
Bus Equipment
Storekeeper Lunch Period

Add the following Letters of Understanding:

Downsizing (Attachment #1)
Increased Flexibility of Work Assignments in the Plant and Equipment Division (Attachment #2)
Religious Holidays (Attachment #3)
Sick Pay Plan (Attachment #4)
Pan Am Games 1999 (Attachment #5)
Furloughs (Attachment #6)
Procedures for Dealing with Harassment (Attachment #7)
Treasury Vacations (Attachment #8)
Permanent Rehabilitative Employment (Attachment #9) (This will supersede two previous Letters of Understanding relating to "Employees on WCB and/or Working in WCR Positions" and "Placement of Disabled A.T.U. Staff")

Delete the following Letters of Understanding:

Bus Operator Uniform Dry Cleaning

No Harassment and add the following as a new Article.

NEW ARTICLE

-1 The City and the Union jointly affirm that every employee in the civic service shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the City and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well being and/or undermine work relationships and productivity.

-2 Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- political belief, association or activity
- religion or creed
- family status
- sex, including pregnancy
- age
- marital status
- source of income
- physical or mental disability
- place of residence
- membership or activity in a Union.

-3 Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

-4 The definition of discrimination and harassment contained within the Manitoba Human Rights Code shall also apply.

-5 The procedures for dealing with harassment are contained in a Letter of Understanding between the two parties.

NEW ARTICLE

Add new article on Criminal and Civil Liability (wording pending).

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated February 26, 1997 (continued)

GENERAL

* Revise all wording in the Collective Agreement to reflect the current organizational structure of the Transit Department.
* Revise numbering of Articles and references to numbered Articles as required.
* Develop a system of numbering/lettering Letters of Understanding to facilitate tracking and referencing.
* The City reaffirms its commitment to provide timely notification of all rehabilitative employment placements to the Union by fax wherever possible.
* Add classification of Tireman I/C (classification code 8326) to salary schedule, as approved July 23, 1992.

WAGES

Effective Pay Period #1, 1999, provide a general wage adjustment equal to the January 1, 1998 to December 31, 1998 CPI Winnipeg average, to a maximum of three percent (3%) and, should the Winnipeg average exceed three percent (3%), one-half (½) of the percentage over three percent (3%).

Agreed this date: February 12 1997

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of the Amalgamated Transit Union, Local 1505

432 - Exhibit "A" referred to in Clause 2 of the Report of the Committee on Planning and Community Services dated February 4, 1997

Fencing Requirements for Outdoor Pools
File EZ-DAZ (34)(Gen.) [c/r EB-1.7 (Vol. 9)]

6. On September 17, 1996, the Committee on Planning and Community Services heard an appeal of an Order issued under the City of Winnipeg Building By-law No. 4555/87 on premises located at 220 Hawthorne Avenue. The Committee denied the appeal, and asked the Administration to meet with the appellant to come up with a low cost alternative to properly address the situation of fencing and report on alternatives to fences that surround outdoor pools.

On November 26, 1996, the Committee considered the administrative report which advised that Standards for fencing surrounding outdoor pools are required by the Manitoba Building Code and are enforced by the Building Inspections Division, of the Land and Development Services Department, as the authority having jurisdiction under the City of Winnipeg Building By-law No. 4555/87. Manitoba standards are consistent with by-law requirements for residential pool fencing in other Canadian cities. The Manitoba Building Code is the responsibility of the Minister of Labour and any changes would have to be proposed to and made by the Province of Manitoba.

The intent of these standards is to provide a minimum level of safety to the public and to prevent the accidental drowning of small children. Notwithstanding these provisions, the Department also accepts alternatives proposed by homeowners that will meet the spirit of the requirements. In these cases each situation is examined based on its' own merits.

For example, it has been suggested that small pools such as hot tubs be provided with a lockable cover in lieu of fencing around the property. This alternative has been reviewed and rejected on the basis that it is a manual system that depends on the pool user to make sure the cover is put in place and locked each time the hot tub is left unattended. This is considered to be inadequate since there can be many instances where a hot tub user may leave the pool unattended for a short period of time, eg. to answer the phone, to check the stove, etc. On the other hand, a fence with a lockable gate equipped with a self-closing device is a very passive type of protection that requires little attention on the part of the pool owner to maintain the level safety intended by the code especially when the pool is left unattended for a short period of time.

Rarely have concerns been expressed by pool owners regarding the fencing requirements. The general consensus is that these requirements are fair and easy to achieve. To assist in implementing these standards the Land and Development Services Department provides a free informational brochure to the public that clearly outlines the requirements and who to contact for assistance.

The Committee on Planning and Community Services recommends:

I. That the Province of Manitoba be requested to amend the Manitoba Building Code to provide that small pools such as hot tubs be required to have lockable covers in lieu of fencing around the property.

II. That the Proper Officers of the City be authorized to do all things necessary to effect the intent of the foregoing.

The Executive Policy Committee recommends that this clause has been referred back to the Committee on Planning and Community Services for review by the Law Department.

433 - Exhibit "A" referred to in Clause 3 of the Report of the Committee on Planning and Community Services dated February 4, 1997

Proposed Amendments to the Development Fees By-law No. 6655/95 File EP-1 (Vol. 18)

6. On January 22, 1992, Council adopted a policy on fees and charges levied by the City of Winnipeg, namely:

1. That all fees and charges for the City of Winnipeg be reviewed at least once every three years.

2. That said fees and charges increase automatically, annually, by the rate of inflation, unless a review indicates otherwise.

On September 27, 1995, Council adopted Development Fees By-Law No. 6655/95 which amended the previous By-law No. 5675/91.

On November 26, 1996, the Committee on Planning and Community Services recommended that the Administration be requested to determine how costs can be streamlined and to meet with representatives of the industry to determine the effects of the proposed amendments for comment back to the Committee.

By-law No. 6655/95 corrected certain inconsistencies in the previous by-law and adjusted a number of the fees following a comprehensive analysis of the entire fee structure. Feedback was solicited from the various industry groups indicated on Schedule "B" with the only response being received from the Mechanical Contractors Association of Manitoba.

Consistent with Council's 1992 policy the development fees in By-law No. 6655/95 were reviewed in 1996 and it is proposed that certain fees be increased to more accurately reflect costs and/or reflect the annual inflation rate. These increased fees are outlined (shaded) on Schedule "A". The increases range from $2.00 to $55.00 with the majority being $5.00. By-law No. 6655/95 contains approximately 250 fees representing annual charges of approximately 4.5 million. It is estimated that approximately $46,000.00 will be generated from the 46 fees proposed for revision. In addition the following three new fees have been added:

a) Section 4.5(2) - a new fee ($425.00) to cover the administration costs for processing amendments to development and servicing agreements.

c) Section 5.2(1) - a new fee ($105.00) to cover the administration costs for the preparation of a zoning agreement.

b) Section 13.2(6) - a new one time fee ($100.00) for minor fence encroachments to eliminate yearly licensing fees of, in most cases, $40.00.

Conversion of annual licensing fees to the proposed one time fee will eventually result in an annual reduction in revenue. The one time fee will off-set projected cumulative annual fees and result in a neutral revenue situation over the conversion period.

The other by-law amendments consist of the addition of certain definitions and the "re-organizing" of certain sections to allow the by-law to be more easily interpreted and administered.

The Land and Development Services Department intends to carry out another comprehensive review of the entire by-law in early 1998 in accordance with Council's 1992 policy. This review will include input from the industry. In the interim, the Department will be researching ways to reduce costs to the industry, eg. posting certain types of applications rather than advertising them in newspapers, reducing the size of advertisements, advertising certain types of applications in community newspapers rather than dailies with a City wide circulation, etc. Input from selected industry representatives will be solicited during 1997 to evaluate certain ideas and proposals. Input from all industry groups will be obtained for the comprehensive 1998 review.

The Land and Development Services Department has recommended:

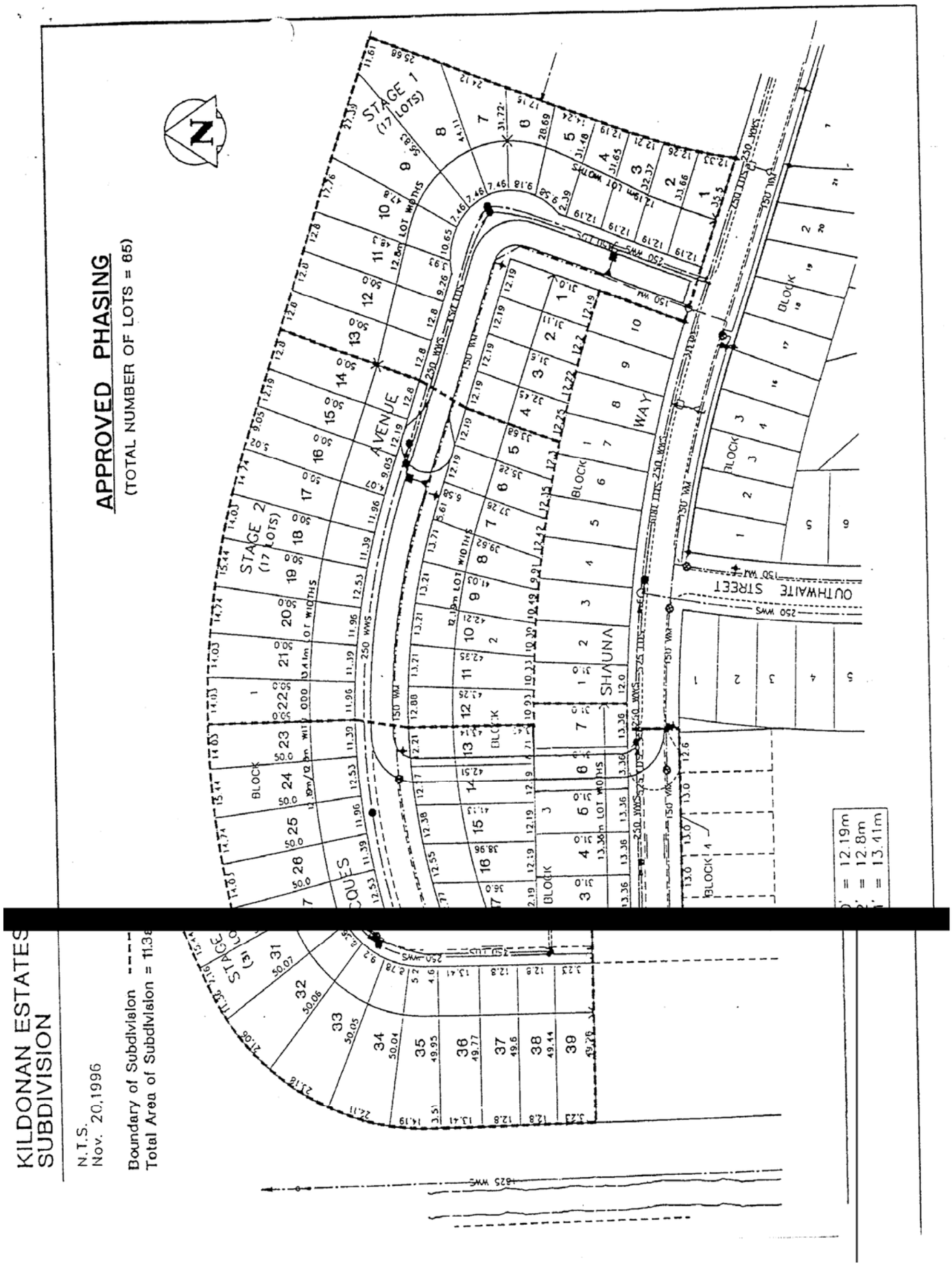
I. That the Development Fees By-law No. 6655/96, be repealed and a new fees by-law be adopted in accordance with Schedule "A".

II. That the City Solicitor/Manager of Legal Services be requested to do all things necessary for implementation in accordance with the terms of the City of Winnipeg Act.

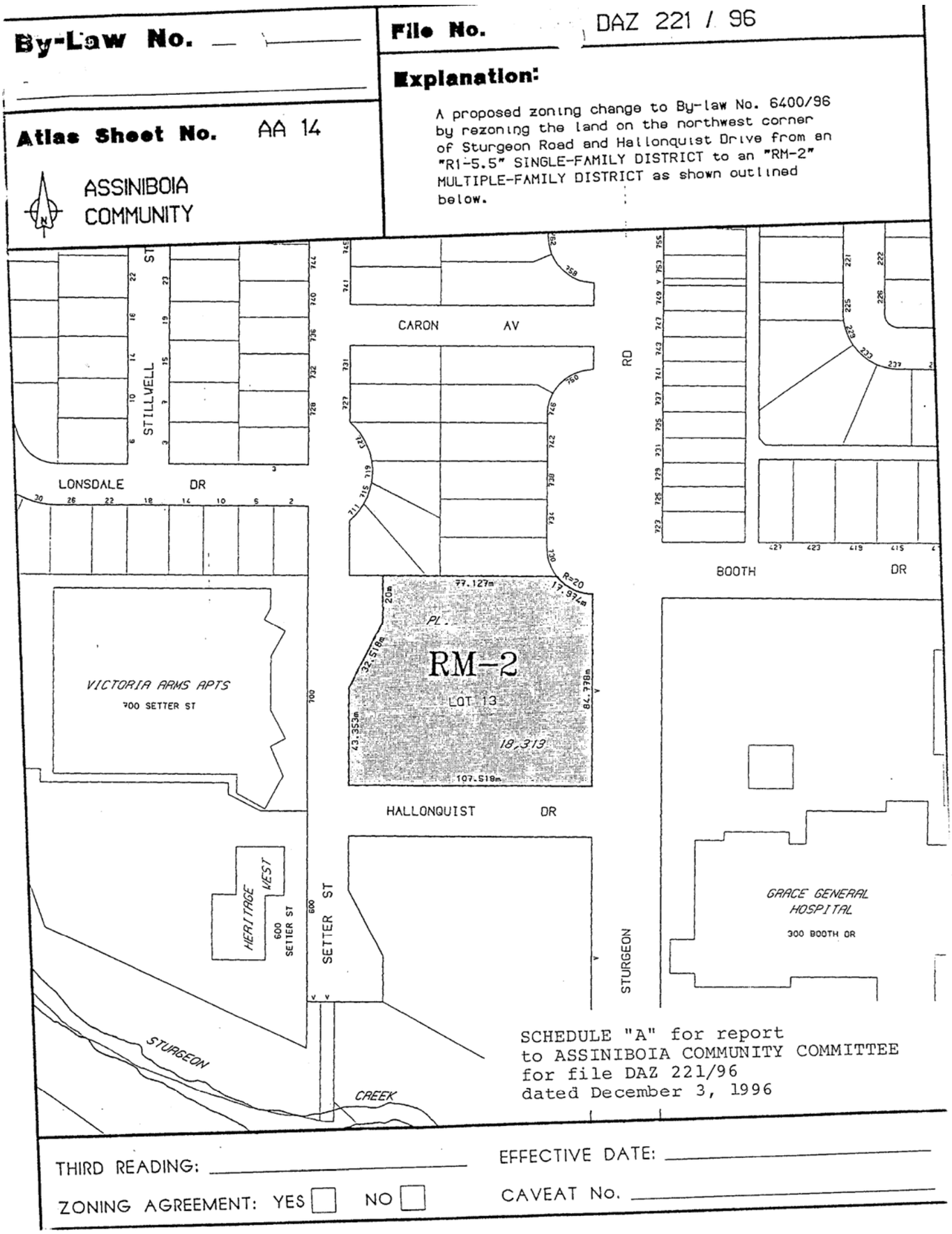
III. That the City Solicitor/Manager of Legal Services forward the by-law to Council for all three readings.

IV. That the Proper Officers of the City be authorized to do all things necessary to effect the intent of the foregoing.

The Committee on Planning and Community Services submits this matter to Council without recommendation.



434 - Schedule "A" referred to in Clause 4 of the Report of the Committee on Planning and Community Services dated February 4, 1997



435 - Schedule “A” referred to in Clause 7 of the Report of the Committee on Planning and Community Services dated February 4, 1997

By-Law No. _____

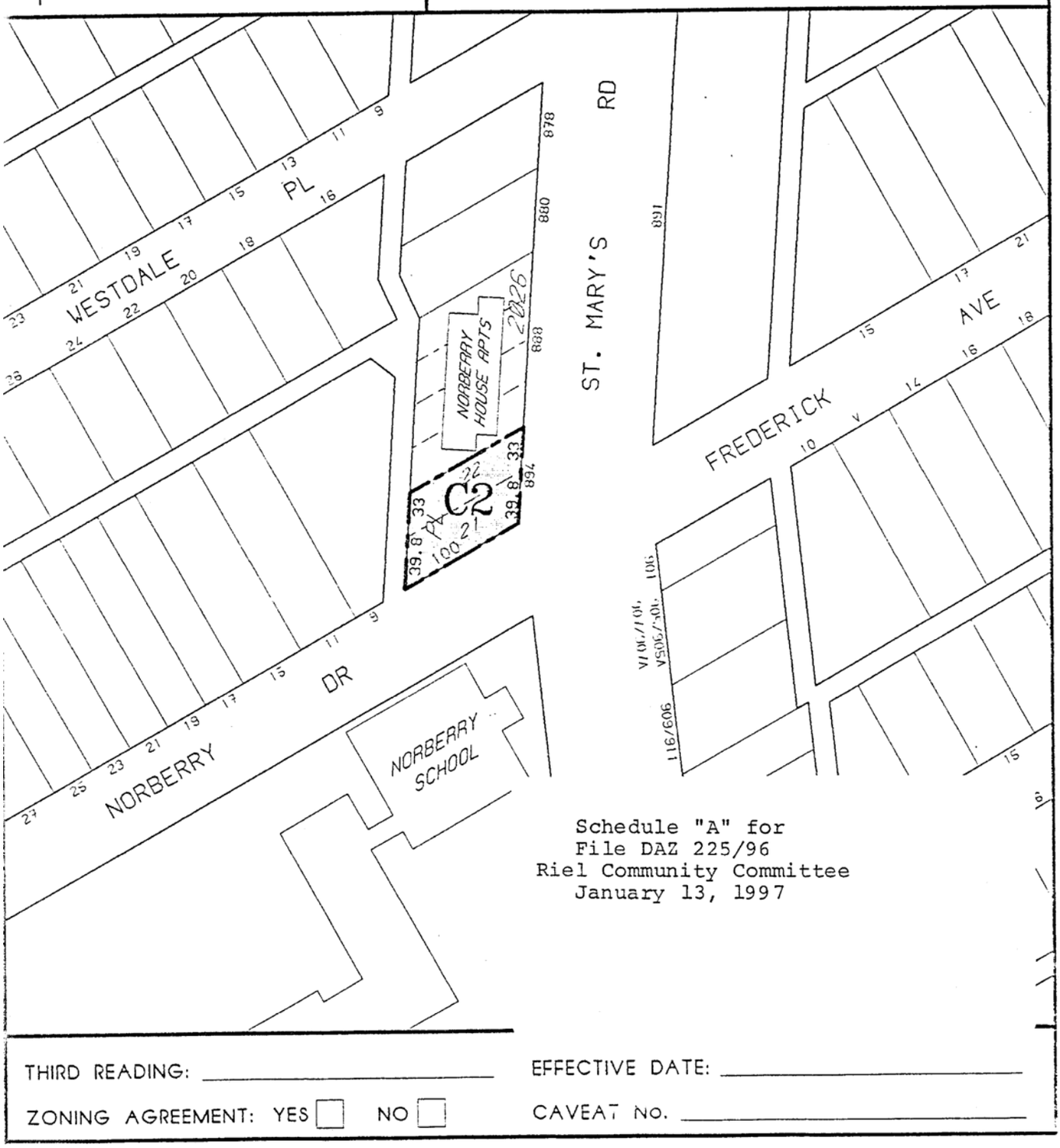
File No. DAZ 225 / 96

Explanation:

A proposed zoning change to Bylaw 6400/94 by rezoning the land at 894 St Mary's Road from an "R2" TWO-FAMILY DISTRICT to a "C2" COMMERCIAL DISTRICT as shown outlined below.

Atlas Sheet No. AF 26

RIEL COMMUNITY



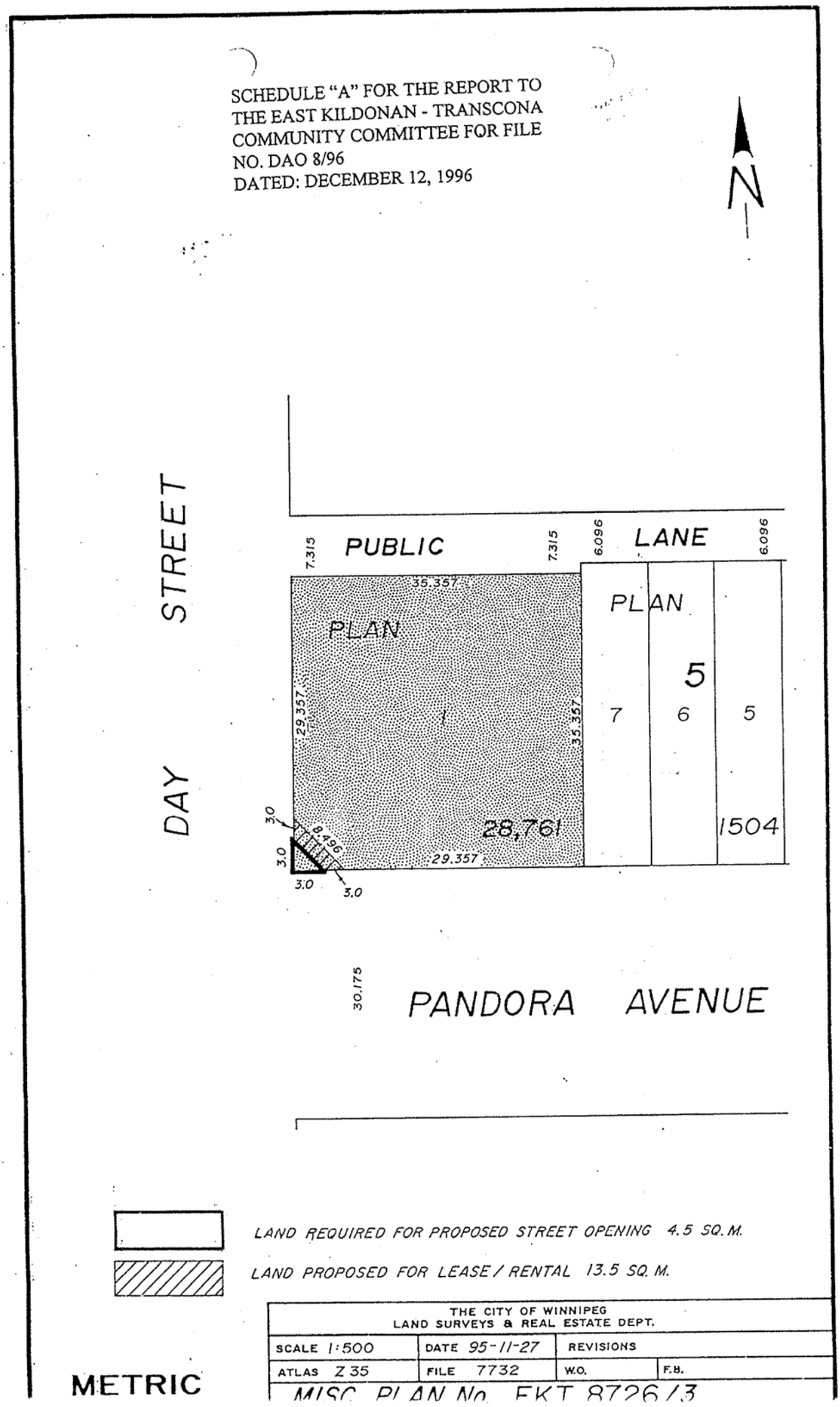
Schedule "A" for
File DAZ 225/96
Riel Community Committee
January 13, 1997

THIRD READING: _____ EFFECTIVE DATE: _____

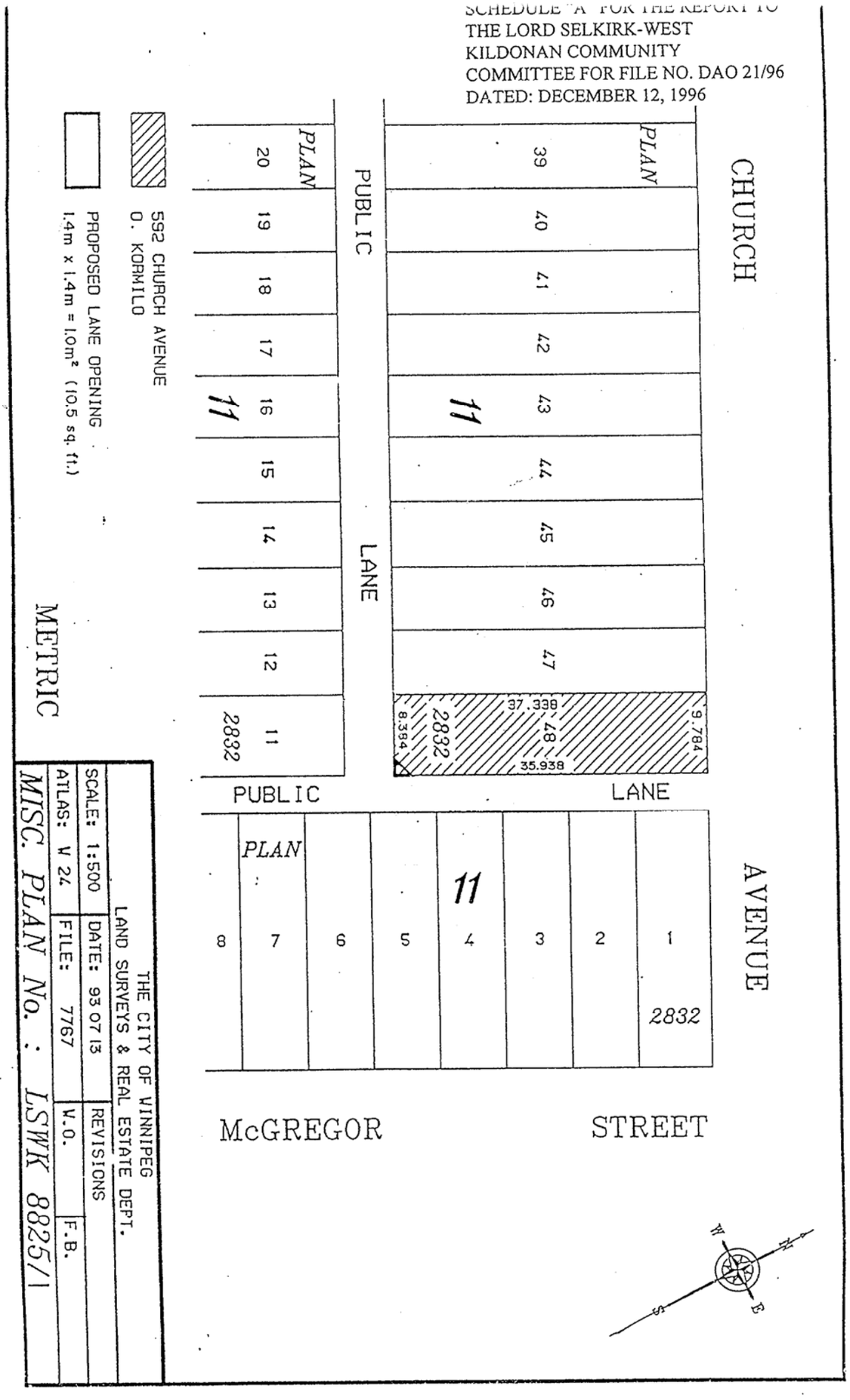
ZONING AGREEMENT: YES ☐ NO ☐ CAVEAT No. _____

436 - Schedule "A" referred to in Clause 8 of the Report of the Committee on Planning and Community Services dated February 4, 1997

437 - Schedule "A" referred to in Clause 10 of the Report of the Committee on Planning and

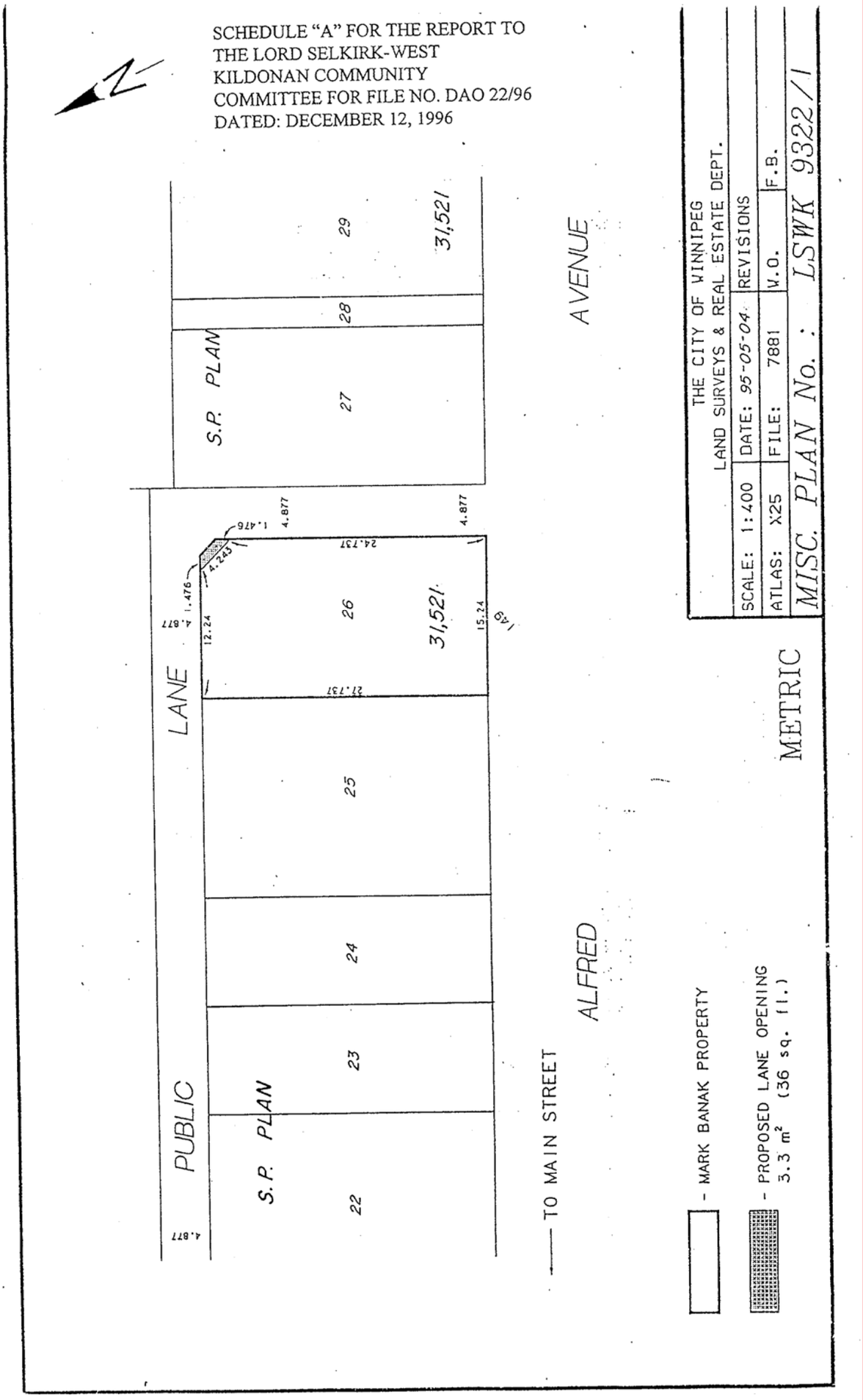


Community Services dated February 4, 1997

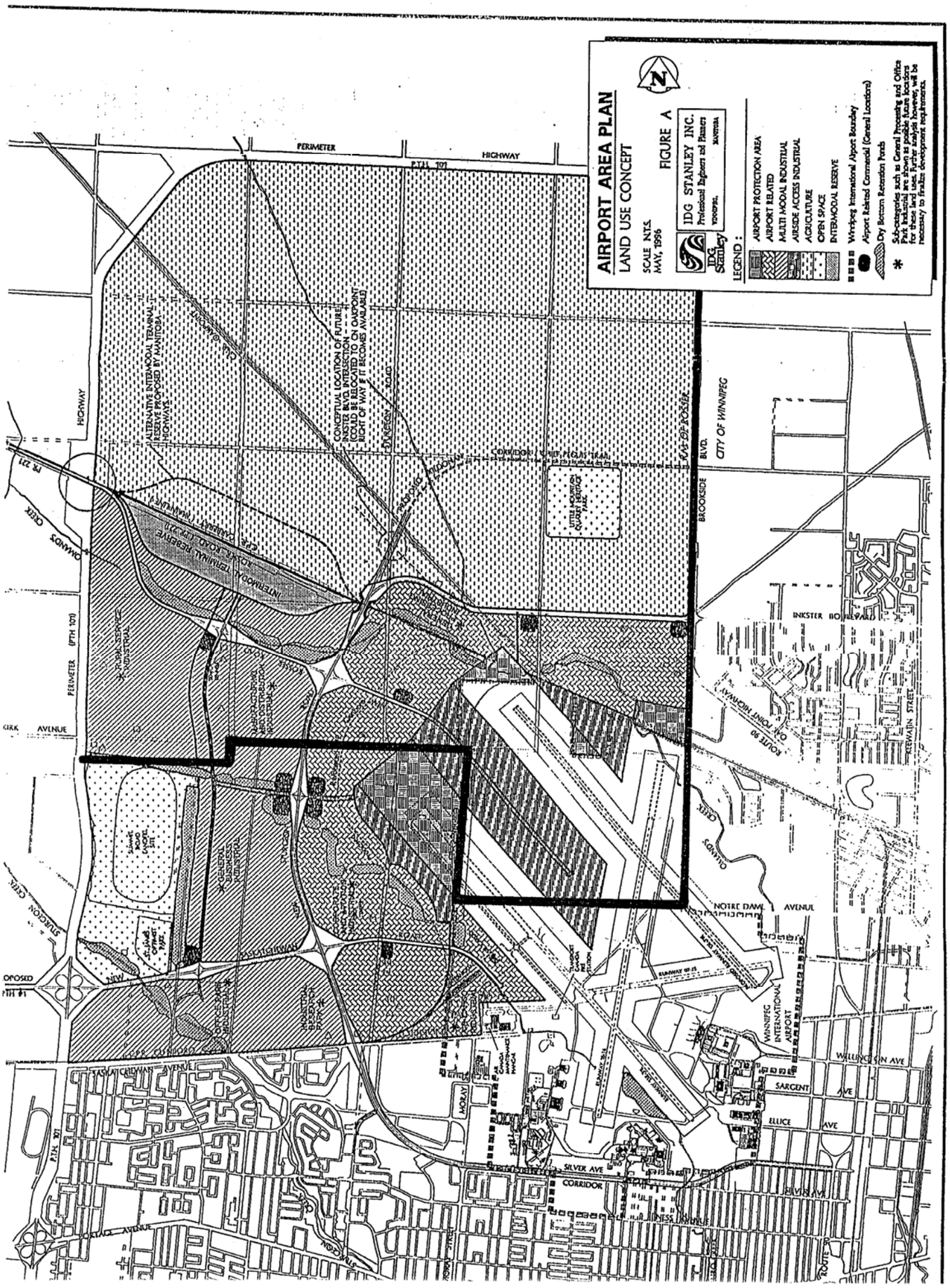


438 - Schedule "A" referred to in Clause 11 of the Report of the Committee on Planning and Community Services dated February 4, 1997

439 - Schedule “A” referred to in Clause 12 of the Report of the Committee on Planning and



Community Services dated February 4, 1997



440 - Appendix "A" referred to in Clause 1 of the Report of the Committee on Planning and Community Services dated February 18, 1997

TABLE B

AIRPORT AREA
ESTIMATED MUNICIPAL INFRASTRUCTURE COSTS
DISTRIBUTED ON BASIS OF TRADITIONAL WINNIPEG METHODOLOGY

SERVICE	COST ASSIGNMENT								PROJECT TOTAL
	DEVELOPER				GOVERNMENT				
	Ph. 1	Ph. 2	Remainder	Developer Total	Ph. 1	Ph. 2	Remainder	Government Total	
Major Roads	4.4 M	17.7 M	6.4 M	28.5 M	27.0 M	38.4 M	16.5 M	81.9 M	110.4 M
Major Wastewater Sewers	-	-	-	-	6.5 M	1.8 M	3.0 M	11.3 M	11.3 M
Major Watermains	-	-	-	-	2.8 M	1.7 M	12.6 M	17.1 M	17.1 M
Major Land Drainage Facilities	5.8 M	5.8 M	49.8 M	61.4 M	-	-	-	-	61.4 M
SUBTOTALS	10.2 M	23.5 M	56.2 M	89.9 M	36.3 M	41.9 M	32.1 M	110.3 M	200.2 M
Local Services	12.5 M	12.5 M	112.3 M	137.3 M	-	-	-	-	137.3 M
TOTALS	22.7 M	36.0 M	193.5 M	227.2 M	36.3 M	41.9 M	32.1 M	110.3 M	337.5 M

Source: IDG Stanley Inc.
North-West Airport Area Plan

Airport Area Plan
Phase 1A
(revised concept - January 2, 1997)

Estimated Servicing Costs*
(conceptual)

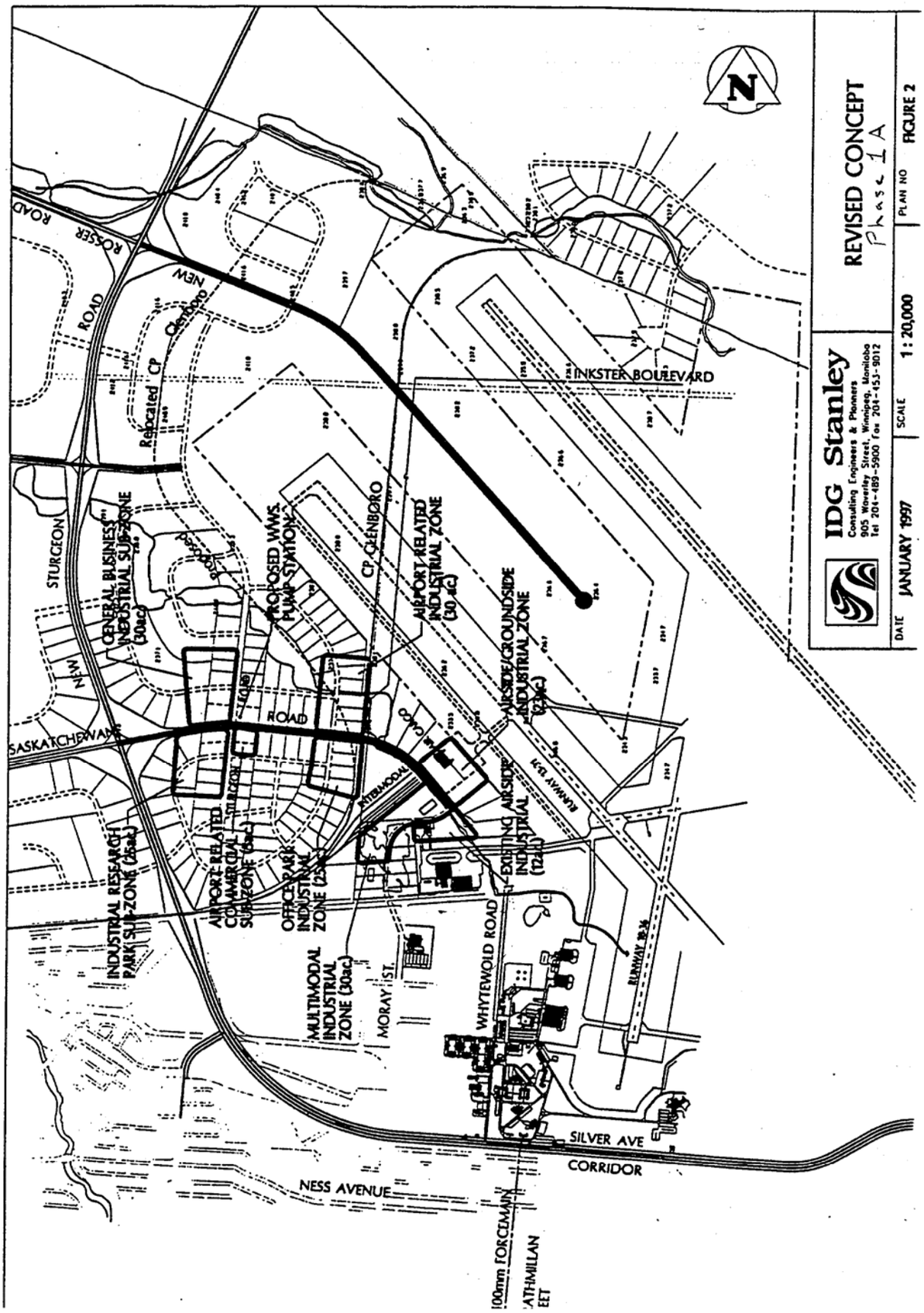
	Includes 35% Allowance (Eng. Testing, Contingencies, GST, Finance and Administration)
Wastewater Sewers	
Local Gravity Sewers	$ 725,000
8" Forcemain	$ 405,000 to $ 625,000
Pump Station	$ 300,000
	$ 1,430,000 to $ 1,650,000
Land Drainage	
Gravity Sewers (15: - 72")	$ 2,895,000
Linear Dry Bottom Retention Basins & Existing Channel Improvements	$ 300,000
	$ 3,195,000
Watermains	
12" Watermain Loop/10" Local Mains	$ 1,390,000
Pavements	
New Saskatchewan Ave. (2 lanes)	$ 1,190,000
Local Industrial Streets	$ 3,100,000
	$ 4,290,000
Total	**$ 10,305,000 - $ 10,525,000**

***Electrical Power, Telephone and Gas Excluded**

Source: IDG Stanley Inc.

w:\l_loreth\aap\newcomm.rpt

Appendix "C" referred to in Clause 1 of the Report of the Committee on Planning and Community Services dated February 18, 1997



Appendix "C" referred to in Clause 1 of the Report of the Committee on Planning and Community Services dated February 18, 1997 (continued)