

THE CITY OF WINNIPEG

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

MEMORANDUM OF AGREEMENT

DECEMBER 25, 2016 TO FEBRUARY 28, 2021

Errors and Omissions Excepted

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WINNIPEG
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

1. General

It is understood and agreed that the negotiating committees of The City of Winnipeg and the Canadian Union of Public Employees Local 500 (CUPE) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and CUPE agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired December 24, 2016 as follows:

A. All amendments to the Agreement will take effect upon ratification by both parties unless otherwise specifically stated.
B. All provisions of the Collective Agreement remain status quo except as specifically stated.
C. All provisions of the Collective Agreement that require amendment to reflect changes in the term of the Agreement, salary adjustments and re-numbering of articles shall be made without change to the underlying intent or meaning of those provisions.
D. The date of ratification of this Agreement shall be the date on which City Council ratifies, which is the date following the Union ratification vote.

2. Term of Agreement

December 25, 2016 – February 28, 2021

3. General Wage Increase

Effective December 27, 2017 – 1.5%
Effective December 27, 2018 – 1.5%
Effective October 31, 2019 – 1.5%

4. Amendments to the Collective Agreement

ARTICLE 1 - Definitions

DEFINITION AMENDED – Summer Student Employee

NEW - Student means an employee of the City who is employed to do limited term summer work **(during the period of April 15th and September 15th)** on the understanding that he or she intends to return to school at the end of the season. Such employees will not establish

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seniority **(and are not subject to the terms of the Collective Agreement with the exception of the grievance procedure). [2016]**

DEFINITION – Plural or Feminine Terms

AMMENDED - whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require. **Whenever a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex, including two-spirited, intersexed, transgendered and transsexual persons shall be deemed to be included. [2016]**

NEW DEFINITION - Day

NEW - Shall be defined as a calendar day. [2016]

NEW DEFINITION – Regular Working Day

NEW - Shall be defined as Monday through Friday exclusive of negotiated holidays and weekends. [2016]

DEFINITION – Shift Worker

AMMENDED- Shift Workers are those employees who are engaged in any operation which requires them, on a regular basis, to work hours **in excess of eight (8) hours per day or a shift that has the majority of hours between 4 pm and 8 am or days other than regular days Monday to Friday. [2016]**

NEW DEFINITION – Absent Without Approved Leave (AWOL)

NEW- An employee absent from work without permission. Failure to report or late reporting may result in the employee being considered AWOL. An employee terminates their employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible. Allowance may be given for any extenuating circumstances, medically or otherwise, which prevented them from reporting on time. [2016]

ARTICLE 3 – Respectful Workplace – Amended with New Protected Grounds

d) The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sex, including pregnancy, age, marital status, sexual orientation, **(gender identity, social disadvantage),** source of income, and physical or mental disability. **[2016]**

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ARTICLE 4 – Employment Security

4-2 During the life of this Agreement, no permanent employee shall be laid off provided they accept any reasonable offer of alternative employment made by the City. This provision shall expire on **February 28, 2021. [2016]**

ARTICLE 6 – RECLASSIFICATION

1. Make the Arena Attendants Building Servicer 2/Wading Pool Building Servicer 1 employees Building Servicers 2 all year round. ($56,000 per year cost).
2. Instrument Technician 1 & Traffic Service Trainee Tech to Electronic Technician.
3. Instrument Technician 2 & Traffic Signal Technologist to Electronic Technologist.
4. Senior Instrument Technician & Traffic Signals Foreman to Senior Electronic Technologist ($103,665.96 per year cost for #3 & 4).
5. Review the Recreation Technician E classification – Agree to current Job Evaluation Process.
6. The parties are willing to discuss changes to the job evaluation process during the life of this collective agreement.

Parties agree to accept requests for classification review through the normal process identified in the Collective Agreement for the following positions:

- Concrete Finisher
- Field Instructor
- Gardener (reduce number of increments/steps)
- Library Services Assistant 3 or 4 (Branch Manager)
- Clerical Series
- Customer Service Representative 1 and 2's
- Trades classifications
- Local Water and Sewer series (G-C2's)

ARTICLE 9 – Licences, Certifications and Accreditations – AMENDED

9-1 The cost of the medical examination, including any **optometry** eye examinations **required due to a medical requirement**, which may be required by the Province of Manitoba Motor Vehicle Branch, will be paid for by the City for all employees who are required to move City vehicles. **Employees will be required to provide medical documentation as proof of the optometry eye exam outside of the standard Doctor's Office eye test for driver's licences. [2016]**

ARTICLE 10 - Departmental Supplementary Agreements, LOU's and MOU's

The parties recognize that article 10 (Departmental Supplementary Rules & Regulations) shall only continue as long as the Collective Agreement is in effect. Furthermore, the parties realize

that the Employer on February 6, 2017 with the presentation of our original proposal gave notice to CUPE in accordance with article 10-4 and 5-3 of the Collective Agreement that any and all Supplementary Agreements currently would become null and void if not brought forward and mutually agreed upon during this round of negotiations. In an effort to not further delay bargaining, the parties agree to the following respecting Supplementary Agreements, Letters of Understanding, Memorandum's of Understanding and any ancillary documents.

- It shall be the responsibility of either party to provide copies of any existing agreements outlined above to the other party during negotiations that they would like renewed and to be continued in force.

- The Parties also agree that ALL Supplementary Agreements currently in place are to be renegotiated with the Employer within the first eighteen months following ratification of the Collective Agreement.

- The Parties will endeavor to reduce the number of Supplementary Agreements currently in place by improving the language within the Collective Agreement to capture some of the similar operational challenges not properly captured for consistency.

- Neither Party, nor any current existing Supplementary Agreement can provide an economic fiscal benefit over and above the Collective Agreement.

- Any LOU, MOU, MOA or Supplementary Agreement written by the parties will require the signature of the Manager of Labour Relations and if there are any increased costs to the agreement, this will require ratification and approval by Council.

- For the purpose of this round of Collective Bargaining, it is understood by both parties that some of the current Supplemental Agreements are not aligned with the proposed changes of the Collective Agreement and where there is a difference, the Supplementary Agreement will prevail the common language of the Collective Agreement.

- Both parties agree to incorporate all Supplementary Agreements, LOU's, LOA's, MOU's, MOA's and Ancillary documents into the next Collective Agreement unless the document has an expiry date prior to the Collective Agreement expiry.

- As part of the normal Collective Agreement ratification, the parties realize that for the Employer to ratify, it will require Council ratification of all agreements in accordance with article 10.

ARTICLE 10 - DEPARTMENTAL SUPPLEMENTARY RULES AND REGULATIONS

10-3 Supplementary Agreements shall be subject to the approval of the **Manager of Labour Relations.** They shall be signed by the Department Head **and Labour Relations Manager** on behalf of the City and by the Union Representative and authorized signing officers of the Local Unit on behalf of the employees. However, agreements with respect to lines of progression and changes thereto are subject to Letters of Understanding between the Department Head and authorized officers of the Local Unit. **[2016]**

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ARTICLE 13 - Discipline – (Delete Old Article 13 & Replace with following:)

Where the parties agree that it is appropriate, in responding to performance or conduct issues, the parties may identify and access resources that are sensitive to the employee's culture and background.

13-1 For employees who have not completed their initial six (6) month probationary period, the Department Head or designate will be the sole judge regarding any disciplinary action to be taken after any investigation the Department Head or designate decides is sufficient. The Department Head or designate may terminate probationary employees at his or her sole discretion, provided it is not done in an arbitrary or discriminatory manner. In all cases the employee and the Union will be advised in writing of the reasons for termination.

13-2 For employees who have completed their probationary period, the Department Head or designate may temporarily suspend, **without pay**, the employee pending a full investigation in cases of personal misconduct. In other cases, disciplinary action, including suspension or discharge, will take place only after a full investigation. [2016]

13-3 The employer shall have the right to discipline any employee for just cause. An employee who considers they have been unfairly dealt with shall have the right to grieve. [2016]

13-4 An employee shall have the right to Union representation and provided with reasonable notice and Union contact information when the meeting with the Employer is for the purpose of discipline. The responsibility to arrange Union representation rests with the employee. [2016]

13-5 The employee shall be entitled to view their personnel file with seventy-two (72) hours' notice in writing and will have the right to respond in writing to any documents it contains. Their reply will form part of the permanent record. [2016]

13-6 No notice or pay instead of notice will be required if an employee is discharged for just cause. [2016]

ARTICLE 16 - Paydays and Pay Cheques - AMEND Current Language

16-1 All employees shall be paid by direct deposit and the City shall provide a resource to assist employees in establishing the necessary **direct deposit** account with a qualifying financial institution of their choice. In the event that an employee is **temporarily** unable to establish the necessary account **before the first payday**, the City will pay the employee by cheque **at which point the employee will need to ensure they have an account with a qualified institution for any other payments or cheques. [2016]**

16-2 If a payday falls on a public holiday, then wages shall be paid on the preceding working day.

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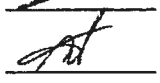
Initial CUPE 

16-3 Funds will be available at the commencement of normal banking hours on the designated payday. An itemized statement of earnings and deductions showing the gross and net amounts will be provided. **[2016]**

ARTICLE 17 – HOURS OF WORK

17-2 The regular daily hours of work for any employee shall be performed consecutively wherever possible except for the lunch period. In the case of shift workers, the regular hours of work shall be performed consecutively, wherever possible, and shall include a lunch period not in excess of 20 minutes which will be taken as duty requirements permit. This Article may be amended by Supplementary Agreement or by a Letter of Understanding.

ARTICLE 18 – Overtime

18-4 - Banked Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate, at a time mutually agreed upon by the employee and employer, provided that time off is requested in writing to the appropriate Supervisor at least two (2) weeks in advance or less if approved by the employer. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate overtime rate. Overtime may not be carried into the next fiscal year and the maximum number of hours that may be taken in a fiscal year as time off is, eighty (80) hours. All other overtime hours shall be taken as pay. [2016]

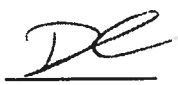
18-6 Rearrangement of shifts to take care of unavoidable contingencies will not entitle a shift employee to compensating time until he or she is required to work in excess of the regular number of shifts per week. However, if an employee's shift is rearranged and it does not provide him or her with at least eight hours between shifts then, for the first day of such shift change, he or she shall be compensated at overtime rates.

Except in the case of temporary employees, whenever possible, ~~eight~~ **twelve (12)** hours of notice shall precede such shift rearrangement; otherwise a minimum payment of four hours will be made to an employee who reports to work for his or her regular shift and is sent home due to shift rearrangement. **[2016]**

ARTICLE 20 - SENIORITY

20-1 (Replacing original) Probation of Newly Hired Employees

New employees hired into a position shall be required to serve a six (6) calendar month continuous service probationary period from the date of hire into that position before obtaining permanent status. Any employee not permanent will have their probation term as 1,040 regular hours served. [2016]

Initial City of Winnipeg 

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The employer has full rights to discharge probationary employees if in the opinion of the employer they do not meet the standards required of them by the employer. [2016]

During the probation period, such employees shall be entitled to the rights and benefits as specified in this Agreement except with respect to discharge. Employment of a probationary employee may be terminated during the probation period without recourse to the grievance procedure unless the Union claims discrimination as the basis of termination. [2016]

All permanent employees shall be evaluated in writing at the end of the probationary period. A copy of the evaluation shall be given to the employee. [2016]

For the purposes of this Article, an employee's service must be in one department. It will be the accumulation of time for their assigned work, exclusive of overtime, worked over a maximum of three calendar years. After establishing seniority, employees must work in excess of the equivalent of 63 **work** days each year to maintain seniority. **[2016]**

20-2 - Loss of Seniority (Replace Original & Re-number)

An employee shall not lose seniority if he/she is absent from work because of sickness, accident, lay off, or leave of absence approved by the employer.

An employee shall lose his/her seniority in the event of one of the following:

a) He/she is discharged for just cause and is not reinstated;

b) He/she resigns in writing;

c) He/she terminates his/her employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the employer unless such notice was not reasonably possible; and

d) He/she is laid off for a period longer than eighteen (18) months. [2016]

~~**20-5** Employees leaving the service of their own free will shall lose all seniority rights unless an authorized leave of absence is obtained from the Department Head. The Department Head shall file a copy of such authorization with Human Resource Services.~~ **(Remove from Collective Agreement)**

20-6 Seniority of employees in all positions covered by this Agreement shall be established after a probationary period ~~**of six months of actual service**~~ and shall count from date of employment in the classification. This Clause shall also apply to employees promoted pursuant to Article 12.

20-11 An employee's service date (not seniority date) will be adjusted for the purposes of benefit entitlement, to reflect periods of absence from the workplace except in the following instances:

- Sick Leave with Pay
- Sick Leave without Pay
- Long Term Disability
- Union Leave of Absence with Pay
- General and Education Leave (as per Article 35-10) Under One Month
- Unpaid Union Leave (as per Article 35-1[a]) Under One Month
- Workers Compensation
- Maternity Leave (of 20 weeks in duration or less)
- Parental Leave (of **37** weeks in duration or less) **[2016]**
- P.I.P.P. Leave

ARTICLE 22 – SICK PAY REGULATIONS

22-5 Deductions from Sick Leave

Where possible, employees will schedule medical appointments in order to minimize time loss from work.

a) A deduction shall be made from accumulated sick leave of all normal/scheduled working days absent for sick leave. No deductions from sick leave will be made for periods of two hours or less, to a maximum of six such absences per calendar year.

For employees working at Hadashville and Ross, if any of the six absences as noted above involves a medical appointment in Winnipeg, no deductions shall be made for periods of four (4) hours or less.

For employees working at Shoal Lake if any of the six absences as noted above involves a medical appointment in Winnipeg, no deductions shall be made for periods of **eight (8)** hours or less. **[2016]**

ARTICLE 24 - Public Holidays

24-1 a) Paid Public Holidays

The following days shall be observed and compensated in time off as public holidays:

1. New Year's Day
2. Journée Louis Riel Day
3. Good Friday
4. Easter Monday
5. Day fixed for celebration of Queen's Birthday
6. Canada Day
7. **Civic Holiday Terry Fox Day [2016]**
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

NEW - For shift workers, the public holiday shall be observed on the shift where the majority of the hours of work fall on the public holiday unless the City designates another shift where the public holiday will be observed. [2016]

24-4 Public Holiday Falling on Scheduled Work Day and/or Employee's Day Off

When a statutory holiday falls on an employee's day off, he or she shall receive a day off with pay in lieu. However, in the case of those shift workers whose regular work day falls on a holiday and who, in fact, work on that public holiday, compensating time off at the rate of double time will be granted **or an employee can request to be paid**. One week of such compensating time for working public holidays shall be made continuous with the regular holidays if the Department Head can make the necessary arrangements. In addition, a second week of compensating time off shall be granted at a time mutually convenient to the employee and Management. **[2016]**

ARTICLE 26 – BENEFITS

26-1 (A) Dental Plan

The City shall pay 100% of the premium cost of a dental plan, the terms of which will be supplied by the City to CUPE, Local 500. Pursuant to the terms of the Dental Plan, coverage will be provided to eligible employees and eligible dependents. The prevailing Dental Fee Schedule shall be used in determining benefits.

Effective January 1 of a given year, part-time employees who have worked 75% or more of full-time hours during the 12 months between December 1st and November 30th of the previous year shall receive 75% of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg's Dental Plan. Other eligible part-time employees shall receive 50% of the maximum benefit levels payable to full-time employees.

Eligible seasonal employees shall be entitled to exercise their dental benefit rights during periods of layoff of less than six consecutive months provided they are subject to recall. [2016]

26-1 (B) Vision Care

The City of Winnipeg agrees to provide a standard ~~**Blue Cross**~~ Vision Care Plan for eligible employees and their eligible dependent(s), with 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:

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i) Effective June 17, 2015 the rates will be increased to three hundred and seventy-five dollars ($375.00) per eligible person in a 24 month period and ninety dollars ($90.00) for the cost of eye examinations in a 24 month period.

ii) Effective June 17, 2015 the rates will be increased to one hundred and eighty-seven dollars and fifty cents ($187.50) per eligible person in a 24 month period and forty-five dollars ($45.00) for the cost of eye examinations in a 24 month period.

Effective January 1 of a given year, part-time employees who have worked 75% or more of full-time hours during the 12 months between December 1st and November 30th of the previous year shall receive 75% of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg's Vision Care Plan. Other eligible part-time employees shall receive 50% of the maximum benefit levels payable to full-time employees.

Eligible seasonal employees shall be entitled to exercise their vision care benefit rights during periods of layoff of less than six consecutive months provided they are subject to recall. [2016]

ARTICLE 35 – LEAVE OF ABSENCE

35-5(2)PLAN B

In order to qualify for Plan B, a pregnant employee must:

e) Must apply for and must be in receipt of Employment Insurance benefits before they can receive payments under the Plan. The Plan may provide for payments to an employee who is not in receipt of Employment Insurance benefits for the reason that the employee is serving the ~~two~~ **one (1)** week waiting period. **[2016]**

35-5(5) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with Plan B as follows:

a) **For the first week (to comply with new EI regulations) an employee shall receive 93% of her weekly rate of pay. [2016]**

b) For up to a maximum of ~~15~~ **16** additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and 93% of her weekly rate of pay. For part-time and seasonal employees, weekly rate of pay will be the amount determined by Human Resource Development Canada. **[2016]**

35-12 Compassionate Care Leave

An employee shall receive compassionate care leave without pay, of up to twenty-eight **(28) weeks**, subject to the following conditions: **[2016]**

c) An employee may take no more than two (2) periods of leave totaling no more than **twenty-eight (28) weeks**, (which must end no more than **fifty-two [52]** weeks after the start of the first period of leave).No period of leave may be less than one (1) week's duration. **[2016]**

g) An employee may end their compassionate leave earlier than **twenty-**eight (28) weeks by giving the employer 48 hours' notice. **[2016]**

~~**j) Prior to the commencement of approved Compassionate Care Leave, the employee can request the use of up to 10 days accumulated sick leave credits without a medical certificate being required.**~~

LETTERS OF UNDERSTANDING

All MOU's, LOU's, LOA's and MOA's not brought forward during the bargaining process will be considered null and void with the exception of the Supplemental Agreements outlined in Article 10. **[2016]**

RENEW the following LOU's:

- Compressed Work Week
- Seasonal/Temporary Staff
- Education, Training and Staff Development and Wellness
- Flexible Working Hours
- Deferred Salary Leave Plan
- Equity and Diversity
- Safety Regulations and Policy, and the Potential Disciplinary Action Arising from Infractions
- Banking of Shift Premium
- Use of Recreation Facilities
- Redeployment
- Unit Presidents
- Change Initiatives
- Respectful Workplace
- Protective/Safety Clothing and Equipment
- LTD Employee Wellness
- Article 12-3 and Part-Time Employees – Library Services
- Criminal Record Checks

DELETE the following LOU's:

- Electronic Pay Advice
- Students

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- City Wide Seniority for Promotion

NEW LETTER OF UNDERSTANDING – Internships

Introduce a new letter that outlines the terms and conditions of internships within CUPE. The City and the Union agree to maintain a program to allow external individuals to develop positive work habits and behaviours necessary for a successful entry into the labour market. The parties agree to the following parameters for the program:

- **The work to be performed by interns is additional to the work regularly performed by members of CUPE;**
- **The internship will not result in any reduction in the number of CUPE positions in an area;**
- **Such work necessarily involves a lower level of responsibility than that required by CUPE employees in the classification that the intern is working in;**
- **The intern rate of pay shall be eighty percent (80%) of the first step of the classification the intern is assigned to or minimum wage, whichever is greater;**
- **Interns will not work overtime;**
- **An intern will not accrue any seniority or service;**
- **The term of an internship will range between two (2) weeks and one (1) year;**
- **An internship may be ended at any time by notice of the City;**
- **An intern will be paid six percent (6%) vacation pay on each pay;**
- **Articles 12, 18, 20, 22, 26, 35, 38, 40 & 41 will not apply to interns;**
- **An intern will pay CUPE dues;**
- **An intern applying for a position within the City will be treated as an external applicant.**

Upon request from the City or the Union the parties will meet to discuss issues or concerns with specific internships.

LETTER OF UNDERSTANDING – Seasonal/Temporary Staff - AMEND

1. Seasonal/temporary employees laid off by their own department shall be given first consideration for hiring by other civic departments who are hiring "off the street" for full-time temporary work in excess of one week that needs to be performed.
2. Laid-off seasonal/temporary employees will be eligible for employment with other civic departments by registering ~~**at Human Resource Services, 100**~~ **- 510 Main Street Corporate Staffing Branch, Main Floor, 510 Main Street.**
3. Laid off employees who have registered at Human Resource Services will be assigned to available work in other departments in order of bargaining unit seniority.
4. No other employees shall have seniority rights for work assigned in accordance with Clause 3 and, as such, will not be allowed to bump junior employees assigned to this work. These employees may, however, register for additional work at Human Resource Services and will be integrated into the list in order of bargaining unit seniority.

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5. All employees accepting work in another civic department will be required to be available to work for the duration of the temporary assignment in the new department.
6. All seasonal/temporary employees shall be advised in writing of the procedures associated with registering for work at Human Resource Services at the time of lay off.
7. Seasonal/temporary employees placed in other civic departments will be recalled to their own Department in accordance with Article 20 of the Collective Agreement. If an employee is working in another civic department at the time of recall, they shall either accept the recall or else forfeit all seniority rights for recall to their own department.
8. Should an employee work 126 days in another department they will have to either:
    a. return to their former department at that time; or
    b. begin to accumulate seniority in the new department as of that date and forfeit all seniority rights in their former department.
9. Where it is deemed necessary, the City may require an employee to demonstrate their fitness to perform the duties of the position in accordance with Article 34, but for purposes of this Letter of Understanding it is understood that the employee will not be required to pay for any associated costs.

LETTER OF UNDERSTANDING – Aboriginal Relations - AMEND

The ~~**Aboriginal**~~ **Indigenous** Relations Division was established in March, 2013 in response to a growing demand from City Departments and the community to engage in a broader and more collaborative approach to programs, services and initiatives. The ~~**Aboriginal**~~ **Indigenous** Relations Division amalgamated existing civic ~~**Aboriginal**~~ **Indigenous** focused initiatives including the Oshki Annishinabe Nigaaniwak (OAN) and the City of Winnipeg's Aboriginal Youth Strategy and the Intergovernmental Strategic Aboriginal Alignment's Memorandum of Collaboration.

Vision:	To build success between the ~~**Aboriginal**~~ **Indigenous** community and City of Winnipeg.
Mandate:	To provide leadership and experience from an ~~**Aboriginal**~~ **Indigenous** perspective on programs, services and initiatives that support and address the needs of Winnipeg's ~~**Aboriginal**~~ **Indigenous** community, now and in the future.
Role:	To develop initiatives and partnerships based on community and corporate priorities.
Commitment:	The City and Union are committed to the vision, mandate and role of the ~~**Aboriginal**~~ **Indigenous** Relations Division.

It is understood that specific Collective Agreement provisions may not be conducive to the fulfillment of the vision, mandate and role.

During the life of the Collective Agreement the parties agree to discuss any initiative of the ~~**Aboriginal**~~ **Indigenous** Relations Division with a view to making the necessary provisions to enable the specific initiative to be carried out. The parties may mutually

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modify any provision of the Collective Agreement, deemed necessary or desirable to facilitate the accomplishment of the vision, mandate or role of the ~~**Aboriginal**~~ **Indigenous** Relations Division.

SUPPLEMENTARY AGREEMENT – COMMUNICATIONS (911 CENTRE) – DELETE

As was presented during bargaining to both CUPE and MGEU, the Employer is exercising its right to delete the Supplementary agreement that alters the representation of the employees in the Communications Centre whereby they are partially represented by MGEU and CUPE doing the identical work but receiving the higher benefits. As such, the parties met (MGEU, CUPE & Labour Relations) recommending a decision of the two unions as to who will represent the call centre at Winnipeg Fire Paramedic. Failing the two parties finding a resolution by July 1st, 2017, the Employer will apply to the Labour Board for recognition of one bargaining unit representing the employees. Upon ratification of either CUPE or MGEU collective bargaining the Employer will consider the agreement null and void. – **Parties have agreed to allow the Employer to proceed to the Labour Board on a ruling. [2016]**

EXCLUSIONS FROM BARGAINING UNIT

All Legal Services – Legal Assistants positions are to be removed from the bargaining unit and made exempt due to the level of confidentiality and labour relations/legal documents. **Parties have agreed to allow the Employer to proceed to the Board for a ruling. [2016]**

APPENDIX 1 – Article 12-7

a) Add: **Temp Commercial Meter Reader, Aquatics Instructor**

NEW– Printing of Collective Agreement

The Parties agree to split the cost of printing of the Collective Agreement using the most cost efficient means of printing. **[2016]**

AGREED THIS 15th DAY OF JUNE 2017

FOR THE CITY OF WINNIPEG

Dave Clark
Senior Labour Relations Officer

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

Alex McClurg
CUPE National Representative

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ADDENDUM TO THE MEMORANDUM OF AGREEMENT SIGNED ON JUNE 15, 2017

BETWEEN

THE CITY OF WINNIPEG

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

The parties hereby agree to the following revisions from the original document signed on June 15, 2017.

Article 10 – Departmental Supplementary Rules and Regulations

Replace the agreed to 10-3 with the following language:

10-3 Supplementary Agreements shall, **unless required to be approved by Council**, be subject to the approval of the **Manager of Labour Relations**. However, agreements with respect to lines of progression and changes thereto are subject to Letters of Understanding **between the City, as approved by the appropriate Department Head and the Manager of Labour Relations, and authorized officers of the Local Unit**. **All such Supplementary Agreements and Letters of Understanding** shall be signed by the **City in accordance with applicable by-laws, policies and administrative standards**, and by the Union Representative and authorized signing officers of the Local Unit on behalf of the employees. **[2016]**

Article 35 – Leaves of Absence

Article 35-12 Compassionate Care

The parties had previously agreed to remove paragraph j from the collective agreement. The parties have now agreed that paragraph j shall remain in the collective agreement language.

j) Prior to the commencement of approved Compassionate Care Leave, the employee can request the use of up to 10 days accumulated sick leave credits without a medical certificate being required.

Appendix 1

Amend the title from "Appendix 1 – Article 12-7" to the correct reference "Appendix 1 – Article 12-4"

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911 Communication Centre & Legal Assistants

To clarify the intent of the language contained in the MOA related to 911 Communication Centre employees and Legal Assistants, CUPE's acknowledgement of the City's ability to bring these matters before the Manitoba Labour Board for a ruling does not limit or restrict either parties ability to make representations before the Board either in support or opposition of the matter.

AGREED THIS 21st DAY OF JUNE 2017

FOR THE CITY OF WINNIPEG

Dave Clark
Senior Labour Relations Officer

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

Alex McClurg
CUPE National Representative

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