MEMORANDUM OF SETTLEMENT

Between:

The City of Winnipeg

("the City")

-and-

Canadian Union of Public Employees, Local 500

("the Union")

WHEREAS the Union and the City are parties to a Collective Agreement currently in effect until February 28, 2021 (the "Collective Agreement");

AND WHEREAS on October 20, 2016 the Union filed Policy Grievance "Solid Waste Collection" alleging, inter alia, a violation of Article 4-1 of the collective agreement (the "Grievance");

AND WHEREAS the parties have reached an agreement as to the terms and conditions of settlement on all issues arising out of the Grievance;

AND WHEREAS it is the desire of the parties that such terms and conditions be reduced to writing in the form of this Memorandum of Settlement ("MOS");

NOW THEREFORE, the parties agree as follows:

1. The parties will initiate and participate in a pilot project (the "Pilot Project") in which CUPE members will perform automated frontload garbage bin collection work currently performed by outside forces.

2. The parties must stay within budgetary confines of the contract in operation in a given year. This may necessitate the parties negotiating changes to the existing collective agreement.

3. The Pilot Project will commence February 1, 2020 and run for two years.

4. The arbitration scheduled for December 18- 22 has been adjourned. CUPE will withdraw the Grievance once this agreement has been finalized and considers the Grievance to be fully and finally resolved.

5. Council approval is required to bring the contemplated work in house under the Pilot Project.

6. In accordance with current Council direction, further discussions will take place with CUPE regarding other collection contracts. The parties will continue to explore innovative options to maintain service in-house. Bulky waste will not be coming in-house over the life of the Pilot Project and its review.

7. The parties agree to meet at least annually to review the Pilot Project and negotiate any changes that may be advisable.

8. The parties acknowledge that this MOS is not an admission of liability by or on behalf of the parties, or their servants, agents, directors, officers, or employees, and that there has been no finding as regards the merits of the Grievance.

9. The terms of this MOS are without prejudice and without precedent and the parties agree not to refer to this MOS in any subsequent arbitration or proceedings except if proceeding to enforce the terms hereof.

Dated this 12th day of January, 2018 ~~2017~~

THE CITY OF WINNIPEG

Per:

CAO

Approved:

Chief Corporate Services Officer

Certified as to Contract Details:

Manager, Labour Relations

Legally Reviewed and Certified as to Form:

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

CANADIAN UNION OF PUBLIC EMPLOYEES-LOCAL 500

Per:

Gord Delbridge, President