THE CITY OF WINNIPEG

-and-

THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

MEMORANDUM OF AGREEMENT

JANUARY 1, 2020 to DECEMBER 31, 2023

Errors and Omissions Excepted.

MEMORANDUM OF AGREEMENT
THE CITY OF WINNIPEG
&
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS
August 5, 2020

ERRORS AND OMISSIONS EXCEPTED

1. General

It is understood and agreed that the negotiating committees of The City of Winnipeg and The Winnipeg Association of Public Service Officers (WAPSO) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and WAPSO agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired December 31, 2019 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 first date on which both parties have ratified the Memorandum of Agreement.

2. Term of Agreement

January 1, 2020— December 31, 2023 (48 months)

3. General Wage Increase

The City shall increase all bi-weekly/hourly rates in effect as follows:

a. Effective Pay period #14, 2021 – Increase all bi-weekly rates in effect by zero-point five percent (0.50%)
b. Effective Pay period #02, 2022 – Increase all bi-weekly rates in effect by zero-point five percent (0.50%)
c. Effective Pay period #18, 2022 – Increase all bi-weekly rates in effect by one-point zero percent (1.00%)

WAPSO: KHA
City:

d. Effective Pay period #02, 2023 – Increase all bi-weekly rates in effect by zero-point seven five percent (0.75%)
e. Effective Pay period #18, 2023 – Increase all bi-weekly rates in effect by one-point two five percent (1.25%)

4. Signing Bonus

On Pay period #02, 2021, every employee who was a member of the bargaining unit on the date that the tentative agreement was ratified shall receive a single payment in the amount of five hundred dollars ($500.00) less normal deductions.

5. Market Adjustment

The Professional Engineer Market Adjustment payable as per Article 4 shall be renewed until December 31, 2023.

6. Safety Footwear

The current payment of one hundred and ten dollars ($110.00) shall increase by thirty dollars ($30.00) annually effective January 1, 2022.

7. A1/A2 Salary Schedule

Amend language in Article 4 to reflect that an employee who enters the bargaining unit on or after the date of ratification shall be placed on Schedule A2. Employees in the bargaining unit who are on Schedule A1 shall remain on Schedule A1 unless they move to Schedule A2 in accordance with Article 4.

8. Article 2 – Application of This Agreement

The Manager of Organizational Safety Services and the WCB Coordinator shall be excluded. The Parties will modernize the language of Article 2 -1 f).

9. Scholarship

Commencing January 1, 2021, the City will redirect five hundred dollars ($500.00) each calendar year from the Professional Development Fund towards the Association's William S. Comstock Scholarship.

10. Benefits

WAPSO: KHA
City:

The Parties have signed a LOU to discuss flexible benefit options during the life of the collective agreement. Any flexible benefit options, including but not limited to a Health Care Spending Account, may be implemented during the life of the collective agreement.

WAPSO: KHA
City:

11. Interest Arbitration

Article 18 will include provisions for voluntary interest arbitration in the event that the Parties reach an impasse during the next round of collective bargaining.

12. Overtime

The Parties have negotiated language to resolve the outstanding remedy from the 2019 overtime arbitration decision.

13. Gender-Neutral Language

The parties will amend the agreement to incorporate gender-neutral language throughout the collective agreement.

14. Amendments to the Collective Agreement — Appendix 1

ARTICLE 1 – DEFINITIONS
ARTICLE 2 – APPLICATION OF THIS AGREEMENT
ARTICLE 4 – SALARIES
ARTICLE 7 – SICK PAY REGULATIONS
ARTICLE 10 – PROMOTIONS
ARTICLE 13 – APPROVED OVERTIME
ARTICLE 14 – LEAVE OF ABSENCE
ARTICLE 17 – PERSONNEL FILE
ARTICLE 18 – DURATION, RENEWAL OR REVISION OF AGREEMENT
ARTICLE 26 – SAFETY FOOTWEAR
ARTICLE 30 – RESPECTFUL WORKPLACE
ARTICLE 32 – STANDBY PAY
SCHEDULE H – REDUCTION IN STAFFING LEVELS
SCHEDULE I – PROFESSIONAL DEVELOPMENT FUND
SCHEDULE J – APPROVED OVERTIME
SCHEDULE N – INDIGENOUS RELATIONS
NEW SCHEDULE – UPDATING THE POSITION EVALUATION MANUAL AND JOB DESCRIPTIONS

15. Letters of Understanding

Renew:

SCHEDULE B – RECRUITMENT AND RETENTION
SCHEDULE D – MANAGEMENT RECOGNITION
SCHEDULE E – NOTICE OF CHANGE OF POSITION
SCHEDULE F – SELF-FUNDED LEAVE

WAPSO: EHA
City:

SCHEDULE K – PROFESSIONAL ENGINEER DESIGNATE (IN TRAINING)
SCHEDULE L – ENGAGEMENT OF PART-TIME EMPLOYEES
SCHEDULE M – FLEXIBLE WORKING HOURS

Revise:

SCHEDULE A – SALARY SCHEDULES – Revise as per general wage increases noted in point three of this memorandum of agreement.

16. LIST OF ALL ARTICLES & LETTERS OF UNDERSTANDING PREVIOUSLY AGREED TO BY THE PARTIES DURING THIS ROUND OF COLLECTIVE BARGAINING (Attached as Appendix 2)

The following items were agreed to (amend/ renew/ delete) during this round of collective bargaining and were signed off by the Parties. These items shall be incorporated into the new collective agreement:

REVISED ARTICLES:

Article 5 – Vacations - June 15, 2020
Article 6 – Public Holidays - March 11, 2020
Article 7 – Sick Pay Regulations - Medical Practitioner (NEW CLAUSE) - June 22, 2020
Article 7 – Sick Pay Regulations - June 22, 2020
Article 7 – Sick Pay Regulations (7-12 Sick Pay Supplement for Rehabilitative Employment) – June 17, 2020
Article 10 – Promotions (10-1 Job Posting) - June 22, 2020
Article 10 – Promotions (10-1 Job Posting - b) and c)) - June 8, 2020
Article 10 – Promotions (10-4 Temporary Changes in Position) - June 22, 2020
Article 11 – Probationary Period - June 19, 2020
Article 14 – Leave of Absence (14-1 Maternity Leave) - June 17, 2020
Article 14 – Leave of Absence (14-2 Parental Leave) - June 15, 2020
Article 15 – Employee Grievances - June 22, 2020
Article 25 – Position Evaluation - June 22, 2020

NEW SCHEDULES

Workplace Violence/Harassment/Disrespectful Behaviour - June 23, 2020
Equity, Diversity, & Inclusion - June 19, 2020
Transit Training Program – Supervisors/Instructors/Inspectors - June 19, 2020
Vacation Year - June 15, 2020
Transit Special Events Staffing - June 12, 2020
Transit Instructor Uniforms - June 12, 2020
Transit Critical Incident Stress Management - June 12, 2020
Transit Assault Review Committee - June 12, 2020
Flex Benefits - June 8, 2020

WAPSO: EHA
City:

AMENDMENTS

Schedule C – Professional Fees - June 23, 2020
Schedule G – Intern Program and Rates - June 22, 2020

The parties hereto have agreed as set out above at Winnipeg, Manitoba, on the 5th day of August, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

WAPSO: KHA
City:

APPENDIX 1

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

(Changes in Bold)

ARTICLE 1 - DEFINITIONS

1-1 Wherever used in this Agreement, the following definitions apply:

a) "Department" means any designated part of the administration of the City which is under executive control of an official responsible to the Chief Administrative Officer **or a Chief Officer. [2020]**

b) "Department Head" means the head of a department of the City.

c) "Chief Administrative Officer" means the Chief Administrative Officer of the City of Winnipeg.

d) "Chief Officer" means any Officer that reports directly to Council or directly to the Chief Administrative Officer. [2020]

e~~d~~) "Incumbent Only" means that the employee's salary will be fixed at ~~his or her~~ **their** current step in ~~his or her~~ **their** former salary range, and ~~he or she~~ **they** will receive in full any general economic wage increase negotiated between the City and the Association applied to that step in that salary range.

f~~e~~) "Red Circled" means that an employee's salary will be fixed at ~~his or her~~ **their** current step in ~~his or her~~ **their** former salary range, and ~~he or she~~ **they** will receive one-half (½) of the amount of any general economic wage increase negotiated between the City and the Association, until such time as ~~his or her~~ **their** salary is at or below the maximum of the new range, at which point the employee shall receive that maximum after which the employee will receive in full any general economic wage increase.

g~~f~~) "Service" means length of employment with the City not broken by termination of employment, and not including the total period of any general unpaid leave of absence that exceeds one (1) month **unless said unpaid leave of absence is protected by legislation**.

h) "Day" means a calendar day.

i) "Working Day" means a calendar day excluding Saturday & Sunday or a calendar day designated as a public holiday as set out in Article 6-1.

WAPSO: IC HA
City:

j) **"Calendar Year" means the 12 month year commencing January 1st and ending December 31st.**

k) **"Permanent Employee" means an employee who holds a permanent position in the bargaining unit and has, where applicable, completed the probationary period set out in Article 11-1.**

l) **"Temporary Employee" means an employee who holds a non permanent position and has, where applicable, completed the probationary period set out in Article 11-1.**

m) **"Written Communication" Unless expressly stated otherwise, where any Article herein requires notice in writing or written communication, email will be considered satisfactory written communication or notice for such purpose.**

1-2 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require. Whenever a noun, pronoun, or adjective indicating gender or sex is used, it shall be considered to apply to and deemed to include any person regardless of gender identity or sexual orientation.

ARTICLE 2 - APPLICATION OF THIS AGREEMENT

2-1 This Agreement shall apply to professional, administrative and supervisory employees of the City of Winnipeg, and for more precision in determining the application of this Agreement, without limiting the generality of the foregoing, this Agreement shall not apply to the following:

a) The Chief Administrative Officer of the City of Winnipeg;

b) Any employees of the Office of the CAO;

c) Employees of the Mayor's and Councillor's Offices;

d) **Chief Officers and Department** Heads of the City; **[2020]**

e) Managers classified as Level II in the current organizational structure who report directly to a Department Head and who have ~~WAPSO~~ **Association** members report directly to them, and who exercise management functions primarily and/or are employed in a confidential capacity in matters relating to labour relations; **[2020]**

f) Employees of the Human Resource Planning and Services Division Staffing Branch and Occupational Health Branch, Labour Relations and Total Compensation Division, and Human Resource Systems and Research Division of the **Human Resource** ~~Corporate Support~~ Services Department; **Manager of Organizational Safety Services; [2020]**

WAPSO: KHA
City:

g) Employees of the Audit Department of the City;

h) Departmental Human Resource Representatives;

i) Any employees of the City covered by any current Certificates issued by the Manitoba Labour Board;

j) Employees of the Legal Services Department;

k) Assistant Clerks (to City and Deputy City Clerk), Clerks (Executive Policy and Standing Committees), Manager of Information, the Executive Assistant to the Director of Public Works, the Fiscal Planning Officer (Corporate Finance).

l) The Workers Compensation Board Coordinator; [2020]

but shall include all other employees of the City of Winnipeg.

2-3 Within thirty (30) days of ratification of this agreement, the City shall provide the Association with a copy of the designated administration areas of the City which are under executive control of an official responsible to the Office of the Chief Administrative Officer. Herein after, the City shall provide the Association a copy of any organizational changes implemented that change the designated administrative areas. [2020]

ARTICLE 4 - SALARIES

The City of Winnipeg shall increase all biweekly rates in effect ~~on Pay Period #22, 2014~~ as follows:

~~Effective October 31, 2015 – 2.2%~~
~~Effective October 31, 2016 – 2.0%~~
~~Effective December 24, 2017 – 2.0%~~
~~Effective December 23, 2018 – 1.0%~~
~~Effective June 23, 2019 – 1.0% [2017]~~

Effective pay period #14 in 2021 – 0.50%
Effective pay period #02 in 2022 – 0.50%
Effective pay period #18 in 2022 – 1.00%
Effective pay period #02 in 2023 – 0.75%
Effective pay period #18 in 2023 – 1.25%

Market Adjustments

Apply an additional market adjustment for incumbents in positions that require a Professional Engineer and where the professional is registered as a Professional Engineer with the APEGM.

WAPSO: KHA
City:

• ~~Effective Pay Period #22, 2008 –~~ Two and one-half percent (2.5%) adjustment above the employee's regular rate as determined by their grade and step on Schedule A1/A2. **[2020]**

The market adjustment shall be applied to the base pay only and shall not be applied to any other premiums, sick leave cash out or severance payments. The market adjustment shall be applied biweekly and remain in effect until **December 31, 2023** ~~2019~~ unless otherwise extended by agreement or as provided for by the Letter of Understanding Re: Recruitment and Retention. **[2020]**

For clarity the two and one-half percent (2.5%) market adjustment will be applied to any step increase or general wage increase received by the employee during the life of the agreement.

A1/A2 Salary Schedule

Whereas the City asserted, on the basis of a Hay Group Salary Survey Report, that certain WAPSO top salaries were greater than what the Report called "market", and whereas ~~WAPSO~~ **the Association** does not agree with the Report's methodology, assumptions, overall validity, and findings, or the City's interpretation of same, and whereas ~~WAPSO~~ **the Association** has agreed for its own purposes to the creation of a new Salary Schedule for employees hired on or after ~~Pay Period #22, 2001 (October 21, 2001)~~**ratification of this collective agreement,** the parties agree as follows:

~~As of Pay Period #22, 2001 the~~ **The** rates of pay for the various Administrative Salary Levels (Grades) for the duration of this Agreement shall be as set out in Schedules A1 and A2. Schedule A1 shall apply to all **bargaining unit** employees who are **on Schedule A1 on the date that this collective agreement is ratified.** ~~on payroll as of Pay Period #22, 2001~~ ("Schedule A1 employees"). Schedule A2 shall apply to employees hired **into a bargaining unit position after the date of ratification of this collective agreement** ~~on or after Pay Period #22, 2001 (October 21, 2001)~~ or to Schedule A1 employees who move to Schedule A2 as provided in this Article ("Schedule A2 employees"). **[2020]**

Schedule A1 employees will continue to be paid in accordance with Schedule A1 unless and until they are the successful applicant to a position at a higher Administrative Salary Level (Grade) or they (or the Association on their behalf) initiate a successful reclassification to a higher Administrative Salary Level (Grade), in which case they will become Schedule A2 employees.

Given that an employee-initiated or Association-initiated reclassification results in a Schedule A1 employee becoming a Schedule A2 employee, whereas a City-initiated reclassification will keep the Schedule A1 employee on Schedule A1, the City agrees that it will reclassify Schedule A1 employees when they reasonably ought to be reclassified and, in accordance with Section 80(2) of The Labour Relations Act, will, in administering this Clause, act fairly, reasonably and in good faith, and in a manner consistent with the Collective Agreement as a whole.

A Schedule A1 employee who is at Administrative Salary Level 1 at Step 17 or higher and who becomes a Schedule A2 employee at Administrative Salary Level 2 will be placed at a salary level

WAPSO: KHA
City:

equal to what the employee would have received under Schedule A1, and then will be treated as an incumbent only with respect to economic wage increases.

~~(Schedule A2)~~

~~Effective November 19, 2008 implement the following additional steps in accordance with Schedule A1:~~

~~WAPSO Grade X1 – Steps 10, 11 and 12~~
~~WAPSO Grade X2 – Steps 12, 13 and 14~~
~~WAPSO Grade X3 – Steps 17, 18 and 19~~
~~WAPSO Grade X4 – Steps 19, 20 and 21.~~

ARTICLE 7 - SICK PAY REGULATIONS

7-14 Care for Family Members

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 **their** ~~his or her~~ spouse, dependent child or **child of spouse**, parents, parents-in-law, **step-parents,** or grandchild who is ill. In cases of suspected abuse, Management may require proof of illness of the family member as in Article 7-10 above**. [2020]**

ARTICLE 10 – PROMOTIONS

10-2 Appointments and Promotion

(a) It is mutually agreed between the parties herein that in filling vacancies and newly created positions, emphasis shall be placed upon individual ability, achievement, and performance rather than length of service with the City, but length of service shall nevertheless be considered by the City in filling vacancies and newly created positions. **Where the City determines that two applicants are otherwise equal and one applicant is an Association member, the Association member will be selected. [2020]**

ARTICLE 13 – APPROVED OVERTIME

13-1 All overtime hours worked must be approved in advance. Approved Overtime hours worked in excess of the maximum limit in each quarter of the calendar year as set out in the Letter of Understanding RE: Approved Overtime shall be compensated at the rate of one-and-one-half an employee's regular rate of pay (1.5x) either in time off or pay; the method of compensation to be at the discretion of the Department Head. [2020]

13-2 Approved overtime compensated for in time off, as set out in Article 13-1, may be banked for use in the same calendar year. No more than thirty-five (35) hours shall be carried over into the next calendar year. [2020]

WAPSO: KHA
City:

13-3 Where an employee feels ~~he or she is~~ **they are** working an inordinate amount of **approved** overtime hours then **the employee** ~~he or she~~ shall first contact **their** ~~his or her~~ Department Head who shall make such arrangements as ~~he or she~~ **the Department Head** deems fair and reasonable. If the employee feels that the Department Head has not resolved the matter, then ~~he or she~~ **they** may report the matter to the Executive Committee of the Association and the said Executive Committee, in its sole discretion may refer the matter to the Management Relations Committee as established under this Collective Agreement.

~~Overtime hours worked shall be compensated for in accordance with the Letter of Understanding RE: Overtime.~~ **[2020]**

13-4 On a semi-annual basis, the Management Relations Committee will review all hours of approved overtime worked in each Department. Where it is identified that excessive approved overtime occurs for a particular position(s) on an on-going basis, the Committee may agree to conduct a review of the issues causing the approved overtime. Upon completion of the review, the Committee will provide recommendations to the Department that may mitigate the amount of approved overtime worked to promote a greater work-life balance for impacted employee(s). [2020]

ARTICLE 14 – LEAVE OF ABSENCE

14-3 Bereavement Leave

~~Effective September 8, 2013:~~

An employee who has completed six (6) months of service with the City shall, at ~~his or her~~ **their** request, be granted up to four (4) working days of leave with pay for purposes of making arrangement for, or attending a funeral in the event of death of a member of ~~his or her~~ **their** immediate family. For purposes of this Article, immediate family shall mean ~~wife, husband~~ **spouse**, child, brother, sister, sister-in-law, brother-in-law, ~~father, mother, father-in-law, mother-in-law,~~ **Parent, Step Parent, Parent of Spouse, Step Parent of Spouse**; daughter-in-law, son-in-law, grandparents, grandparents-in-law, grandchild **and Step grandchild**. This period of absence will not be deducted from ~~his or her~~ **their** accumulated sick pay credits. **[2020]**

ARTICLE 17 - ~~LETTERS OF UNDERSTANDING AND AGREEMENT~~ **PERSONNEL FILE**

~~The parties hereto agree that the Letters of Understanding and of Agreement attached hereto form part of this Agreement and are binding on the parties hereto.~~

17-1 a) The City agrees to keep one personnel file for each employee. [2020]

b) Upon written request, an employee has the right to examine their own personnel file, with or without an Association Representative present. Such examination shall be in the presence of a representative of the City and take place at a time mutually agreeable to those attending. [2020]

WAPSO: KHA
City:

c) **An employee may examine their personnel file once per year and/ or whenever the City has placed a negative report about the employee in their personnel file. [2020]**

ARTICLE 18 - DURATION, RENEWAL OR REVISION OF AGREEMENT

18-1 This Agreement shall become effective and operative from and including ~~October 18, 2015~~ **January 1, 2020** and shall continue in force and effect up to December 31, ~~2019~~ **2023** and thereafter from year to year unless terminated or renewed as hereinafter provided. **[2020]**

18-5 ~~Should any law now existing or hereafter enacted or any proclamation, regulation or edict invalidate any portion of this Agreement, the entire Agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party.~~ **If negotiations in regard to the matters outlined in Article 18-4 shall fail, any dispute between the City and the Association regarding wages and working conditions as therein set forth shall be settled by reference to a three (3) person arbitration board, unless the parties agree to the use of a single arbitrator. [2020]**

18-6 Pursuant to Article 18-5, the three (3) person Arbitration Board shall be made up of one (1) appointee chosen by the City and one (1) appointee chosen by the Association and the third (who shall be Chairperson) by the two (2) so chosen. [2020]

18-7 The selection of an arbitrator by each party to the arbitration shall be made within twenty (20) days after the written request for arbitration has been received, and the other party to the arbitration shall be notified of such selection forthwith. [2020]

18-8 If either Party fails to appoint its arbitrator as herein provided, then the other Party may request a judge of the Court of Queen's Bench to select such arbitrator. [2020]

18-9 If the two (2) arbitrators appointed as herein provided shall fail within fourteen (14) days from the date of their last meeting, to agree upon the third arbitrator the said two (2) arbitrators shall then forthwith request a judge of the Court of Queen's Bench to select such arbitrator. [2020]

18-10 Where the Parties agree to a single arbitrator, they shall be selected by mutual consent. In the event the Parties cannot agree on a single arbitrator within twenty (20) working days, the arbitration will revert to a three (3) person board. [2020]

18-11 A board of arbitration or a single arbitrator appointed pursuant to this Article, shall meet and hear evidence from the Association and the City, and shall issue an award within ninety (90) calendar days after completion of hearing the evidence, unless the parties hereto agree to extend or abridge the time for issuance of the award. An award issued by a majority in the case of a board of arbitration, or by an arbitrator in the case where a single arbitrator is appointed, shall be deemed to be final and binding on all parties to the arbitration. [2020]

WAPSO: KMA
City:

18-12 A board of arbitration or a single arbitrator shall have the authority to determine whether any matter referred to it is arbitrable. [2020]

18-13 The City and the Association agree that, in the case of a board of arbitration, each will be responsible for the fees and expenses of their respective appointees and that each will bear an equal share of the fees and expenses of the Chairperson of the Board of Arbitration. In the case of an appointment of a single arbitrator, each will bear an equal share of the fees and expenses incurred. [2020]

18-14 Should any law now existing or hereafter enacted or any proclamation, regulation or edict invalidate any portion of this Agreement, the entire Agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party. [2020]

ARTICLE 26 - SAFETY FOOTWEAR

Where employees covered by the Collective Agreement are required to wear safety footwear, the City agrees to provide an annual payment of one hundred and ten dollars ($110.00) ~~effective December 17, 2008~~ to eligible employees **upon proof of purchase of new safety footwear**. This provision shall apply to incumbents of permanent positions upon date of appointment. All other employees shall become eligible upon completion of nine (9) months of service with the City in a position requiring safety footwear. **[2020]**

Effective January 1, 2022, the City agrees to increase the annual payment to the amount of one hundred and forty dollars ($140.00) to eligible employees who submit proof of purchase of new safety footwear. [2020]

This benefit shall be adjusted from time to time during the length of this Collective Agreement so that the benefit received by employees in the ~~WAPSO~~ bargaining unit in a calendar year will be not less favourable than that received by a majority of other civic employees who receive this benefit. **[2020]**

ARTICLE 30 – RESPECTFUL WORKPLACE

Delete Article and replace with:

30-1 Definitions

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all-inclusive, have been designed to accommodate the different types of concerns that may arise.

WAPSO: KH/TB
City:

a) Disrespectful behaviour is improper behaviour that would be unwelcome to a reasonable person and inappropriate in the workplace. It may occur once or continue over time. It can include: rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations, actions that invade privacy or personal property and, display or distribution of printed or electronic material that would offend a reasonable person.

b) Harassment is any behaviour that demeans, humiliates or embarrasses a person and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time. Harassment includes: verbal abuse, actions such as touching or pushing, comments such as jokes and name calling, displays such as posters and cartoons or, abuses of power such as threats or coercion.

c) Among other areas The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, family status, sex, including pregnancy, age, marital status, sexual orientation, source of income, and physical or mental disability.

d) The parties agree that there shall be no discrimination or harassment as defined by the Manitoba Human Rights Code. The parties further agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Association.

e) Workplace violence is a threat that may include but is not limited to any act, gesture or statement that may reasonably be interpreted as threatening or potentially violent. A violent act is an intentional act that could reasonably be expected to cause physical harm to a person or to damage property.

30-2 The City and the Association are committed to a respectful environment that lays the foundation for employees to flourish and take pride in doing their best work as Public Servants. During the current round of bargaining the Association raised a number of concerns related to respect in the workplace and how to continue to work with the City to create a better work environment for all.

It is the City's primary responsibility to provide a respectful workplace for all employees through a Respectful Workplace Administrative Standard and establishing workplace expectations for all employees, regardless of rank outlining the conduct expected of a public servant. The City, the Association and the Employees have a joint responsibility in ensuring that a respectful workplace is maintained.

In a respectful workplace, all employees, regardless of rank or position are valued. Communication is polite and courteous, and Public Servants abide by the adage "treat others as you wish to be treated". When any behaviour that can be described as

WAPSO: KMA
City:

disrespectful, discriminatory, or harassment of any kind occurs, it is must be addressed in a timely, deliberate and respectful manner.

Studies have shown that employees are more likely to perform to the best of their abilities when they work in an environment where respect, diversity, opportunity, and inclusion are high priorities and where opportunity for advancement is not threatened by exercising workplace rights. The City values all of its employees and joins the Association in supporting their talents, aspirations, and innovative approach as Public Servants. The City will ensure that Respectful Workplace Training is provided to each newly hired bargaining unit member. The City is committed to an on-going educational and awareness campaign to reinforce the importance of a respectful workplace. The content of the campaign will cover areas such as expectations, the complaint process, supervisors and employees' obligations. The Management Relations Committee will discuss and review the educational and awareness campaign on a semi-annual basis.

No employee of the City of Winnipeg is required to tolerate disrespectful behaviour. Each employee, regardless of rank or position, is responsible and accountable for their own actions, and all employees have a responsibility to treat one another with respect.

The work environment must be free of behaviours such as discrimination, harassment, disrespect and violence in the workplace. The principle of fair treatment is a fundamental one and both the City and the Association will support employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity. 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 Association recognizes that the City's Respectful Workplace Administrative Standard is a management document. The City recognizes that should they wish to change the Administrative Standard, consultation with the Association will occur prior to implementing any changes.

The City agrees that this Administrative Standard will include:

- A complaint process and timelines;
- A provision for risk assessment and immediate relief;
- Procedures for a formal investigation;
- Workplace restoration;
- A procedure for complaints involving members of City Council;
- A hyperlink to the Complaint procedure within the City Council Code of Conduct.

If an Employee has experienced disrespectful behaviour, they are encouraged to immediately bring forward the concerns under the City's Respectful Workplace Administrative Standard.

WAPSO: FJA
City:

As an alternative to the formal procedure set out in the Respectful Workplace Standard, an employee may bring concerns forward and request to participate in mediation with the other employee involved. Where both employees agree to mediation, Mediation will require the following process:

1. **The City and the Association will discuss the nature of the complaint and jointly agree to support mediation between the complainant and the respondent;**
2. **The City and the Association will discuss the selection of the Mediator;**
3. **The mediation process and resolution will be kept strictly confidential by the Complainant & the Respondent;**
4. **Where a resolution is reached, the Complainant and the Respondent shall agree in writing that a resolve has been met, will adhere to the principles of the resolve and the matter will then be considered concluded; and**
5. **The Mediator may follow-up with both Parties post mediation to review the progress and/or raise concerns to the Association and City if the outcome has proven unsuccessful.**

If resolution cannot be reached through the mediation process, or any one of the parties wishes to withdraw from the mediation, the complaint will be referred to the procedure set out in the Respectful Workplace Administrative Standard.

ARTICLE 32 – STANDBY PAY

b) The requirement for standby **and the number of employees on standby for the same time period in a work area or unit will be** ~~is~~ determined by the Department Head at ~~his/her~~ **their sole** discretion. **[2020]**

c) When an employee has been directed to be on standby, the following shall apply:

i) An employee designated for standby duty shall be available to respond as soon as possible to an operational matter at all times during the standby period assigned, in a condition appropriate for work;

ii) An employee designated for standby duty shall be available throughout the period of standby at a known telephone number, or by some other method of communication agreed between the Department and the employee;

iii) An employee designated for standby duty must be available to return for work as quickly as possible and must report to a work location within a reasonable amount of time, but no later than two (2) hours from receipt of a call;

WAPSO: EHA
City:

iv) In the event that an employee designated for standby duty cannot be contacted or is unable to report to work as required when contacted standby payment will be forfeited and disciplinary action may be taken;

v) Wherever possible, standby duty shall be scheduled in advance.

d) Standby pay rates shall be paid in accordance with the following shifts or portion there of:

i) From Monday 4:30 p.m. to Tuesday 8:30 a.m. – Fifty dollars ($50.00)
ii) From Tuesday 4:30 p.m. to Wednesday 8:30 a.m. – Fifty dollars ($50.00)
iii) From Wednesday 4:30 p.m. to Thursday 8:30 a.m. – Fifty dollars ($50.00)
iv) From Thursday 4:30 p.m. to Friday 8:30 a.m. – Fifty dollars ($50.00)
v) From Friday 4:30 p.m. to Saturday 8:30 a.m. – Fifty dollars ($50.00)
vi) From Saturday 8:30 a.m. to Sunday 8:30 a.m. – One hundred dollars ($100.00)
vii) From Sunday 8:30 a.m. to Monday 8:30 a.m. – One hundred dollars ($100.00)
viii) From 8:30 a.m. on a Statutory Holiday to 8:30 a.m. the day following the Statutory Holiday – One hundred dollars ($100.00). [2017]

~~It is agreed that no more than one (1) employee will receive standby pay for the same time period, in the same work unit or area.~~

e) At the employee's option, compensation for standby may be taken as pay, or equivalent time off with pay at a time mutually agreed to between the employee and ~~his/her~~ **their** supervisor. Carry over from year to year will not be permitted, and all outstanding balances will be cashed out at December 31st of any year.

WAPSO: KHA
City:

SCHEDULE H of the Collective Agreement between the City of Winnipeg and the Winnipeg Association of Public Service Officers

LETTER OF UNDERSTANDING: REDUCTION IN STAFFING LEVELS

When a position within the WAPSO bargaining unit is eliminated, is planned to be eliminated, or is or will not be funded by the City, such as that a reduction in staffing levels in the WAPSO bargaining unit may occur, the City agrees to do all that it is reasonably able to do to avoid a declaration of redundancy of employees in the Association's bargaining unit, including wherever reasonably possible, accommodating it through attrition, and including the steps outlined below.

Where references are made within Schedule H to "employee" or "position", it is agreed that Schedule H shall apply only to Permanent Employees. [2020]

1. Notice of Proposed Elimination or Non-Funding of Position(s) to Be Provided to WAPSO

   The City shall notify ~~WAPSO~~ **the Association** of any proposal to eliminate or not to fund a position that might result in a reduction in staffing levels, specifying job title, number of employees, and the reasons for which the positions are being eliminated. Such notice shall be given, at least forty-five (45) working days prior to the proposed implementation, and no elimination of any position or reduction in staffing levels, and/or notice under Section 4, can take place until this notice provision has been complied with. The Joint Alternative Employment Committee created in Section 2 of this Letter of Agreement may, by majority decision, extend the notice period by a maximum of fifteen (15) further working days.

2. Joint Alternative Employment Process

   The City and WAPSO have established a Joint Alternative Employment Committee, comprised of three (3) representatives from WAPSO (which may include WAPSO staff) and three (3) representatives from the City. The Committee may examine all reasonable alternatives to reductions in staffing levels and may recommend to the City within the notice period actions such as:

   - Voluntary early retirement or voluntary termination of the affected employee with or without incentives.

   - Reassignment of an affected employee to a vacant position for which the employee is reasonably suited, or can reasonably be trained within a short period of time, and provision of appropriate training.

   - Creation of a vacancy to which an affected employee may be reassigned as above, through such methods as:

     • voluntary redeployment without loss of pay or benefits;
     • voluntary early retirement with or without incentives;
     • voluntary termination with or without incentives; and
     • returning an acting or temporary appointee to their original position. [2017]

WAPSO: KHA
City:

- Provision of career counselling and alternative career planning services for an affected employee.

- Retraining of an affected employee to facilitate reassignment to a vacant position, or an anticipated vacancy, where the training can be accomplished within one (1) year, and where the employee undertakes to remain in the employ of the City for a minimum of two (2) years upon completion of the training.

The City agrees to provide to the Committee the information the Committee requires to perform its function, including a list of any employees engaged by the City into a WAPSO position who have come from outside the Civic Service within the previous twelve (12) months.

The City agrees that WAPSO will be given reasonable notice of, and may be present at, any and all meetings with any individual employee where any of the above matters are discussed. Notwithstanding the above, the City need not give notice to WAPSO of any meeting held with an employee or employees to inquire on a strictly preliminary basis as to initial interest in pursuing any one (1) of the above options.

Any incentives offered to an employee over and above that provided by this Agreement require the consent of WAPSO, which will not be unreasonably withheld.

3. Conditions of Reassignment or Appointment

a) When an employee whose position is being eliminated is offered and accepts reassignment to a position with a lower salary grade, and WAPSO waives the posting of that position, the employee shall be reassigned on an "incumbent only" basis for three (3) years, and red circled thereafter. The effective date of the "incumbent only" status shall be the date upon which the incumbent is assigned the duties and responsibilities of the new position. An employee accepting reassignment to a position with the same salary grade shall be placed at the same step within that grade, and with the same annual increment date.

b) Notwithstanding any other provision of this Collective Agreement, the City has the right to reassign a WAPSO rated employee, whose position has been eliminated, to a vacant WAPSO position that has been rated and is in the same salary grade, and for which the employee is reasonably suited or can reasonably be trained within a short period of time, at no less than the same step within that grade, and with the same annual increment date. In such circumstances, the employee has no right to refuse that reassignment and WAPSO shall waive the posting of that position.

If, within six (6) months of appointment or reassignment, the employee is subsequently found to be unsuitable for that position, then the employee's position will be deemed "about to be eliminated" such that the normal processes, rights and obligations set out in this Letter of Agreement apply.

c) Article 11-2(a) applies to an employee whose position is being eliminated and who either is offered and accepts reassignment or who applies for and obtains a posted position. In such

WAPSO: KMA
City:

case, since the original position was eliminated, this right means that the employee can access the normal processes, rights and obligations set out in this Letter of Agreement.

4. Severance Package for Redundant Employees

If the City, after having considered the recommendations (if any) of the Committee, decides that it is necessary to reduce staffing levels in the WAPSO bargaining unit, an employee may be declared redundant subject to the following.

- Forty-five (45) working days' notice of termination, or payment in lieu thereof, shall be provided to the employee, in writing, a copy to be provided to the Association. The said notice must run consecutively following the expiry of the notice period required in Section 1, notwithstanding the date on which the City decides to declare the employee redundant. The notice period, but not the payment in lieu thereof, may be extended by mutual agreement.

- Where an employee expresses an interest in pursuing other employment, the employee shall be provided at his or her option with reasonable relocation consulting services.

- Severance pay in addition to the forty-five (45) working days' notice (and in addition to any other payable benefits under this Collective Agreement) shall be provided to the employee based on the rate applicable on the date the employee ceases to be employed by the City in the following amount.

  - An employee will receive three (3) weeks' pay for each year of employment to a maximum of fifty-four (54) weeks.

  - In addition to the above, an employee within ten (10) years of eligibility for pension (either by virtue of age or years of service, whichever is closest), will receive a prorated sick pay cash out payment based on the formula of {[11 – (years from eligibility)] divided by 10} multiplied by sick pay cash out (computed according to the formula in existence at the time of the declaration of redundancy) provided they are eligible for payment of unused sick leave credits pursuant to Article 7-15, otherwise they are eligible for payment of severance payments pursuant to Article 7-16 of this Agreement.

  - At the employee's option, severance pay may be broken into two (2) payments paid so as to maximize, within the law, the employee's tax treatment, provided the payment period does not exceed thirteen (13) months.

  - The employee will receive Dental and Vision Care coverage from the City for a period of three (3) years from the actual date of termination.

5. Rights Relating to Vacancies After Declaration of Redundancy

Employees declared redundant as a result of elimination of their position shall be eligible to apply and be considered for vacancies within the WAPSO bargaining unit for a period of twelve (12) months beyond the date the employee ceased to be employed by the City. Such applicants will be considered in advance of other external candidates.

WAPSO: KHA
City:

In the event such an applicant is re-employed in a vacancy posted within that twelve (12) month period, he or she will be considered as a new employee for all purposes except for those listed below:

- Probation:

  A returning employee will be required to serve the normal probation period unless he or she returns to a similar position in the department where he or she was previously employed.

- Rate of Pay:

  Will be assigned as to any new employee, unless the employee is hired into the same or similar position in the department where he or she was previously employed.

- Rate of Vacation Accumulation:

  For purposes of vacation accumulation, the employee's severance shall be treated as an unpaid leave of absence.

- Eligibility for Dental and Vision Care:

  For purposes of eligibility for Dental and Vision Care, the employee's severance shall be treated as an unpaid leave of absence.

- Sick Leave:

  Sick leave accumulation will continue as if the employee had been on an unpaid leave of absence. The amount of sick leave credit will be adjusted to reflect any cash out received by the employee under Section 4 of this Letter such that credits used to produce said cash out will be no longer available.

- Various Leaves:

  For entitlement to bereavement, funeral, maternity and parental leaves, the employee's severance shall be treated as an unpaid leave of absence.

- Long Service Recognition Bonus:

  For entitlement to the long service recognition bonus, the employee's severance shall be treated as an unpaid leave of absence.

6. City Retains Right to Determine Size of Workforce

   Nothing in this Letter of Agreement is intended to limit the City's right to determine the size of the workforce, nor shall any terms of this Letter have any bearing on the termination of an employee for cause.

7. Letter of Agreement Forms Part of Collective Agreement

WAPSO: KHA
City:

This Letter of Agreement forms part and parcel of the Collective Agreement between the parties in force from time to time.

DATED THIS ~~9th DAY OF JANUARY, 2004~~

WAPSO: KHA
City:

SCHEDULE I of the Collective Agreement between the City of Winnipeg and the Winnipeg Association of Public Service Officers

LETTER OF UNDERSTANDING: PROFESSIONAL DEVELOPMENT FUND

During the term of this Agreement, the City will create a Professional Development Fund to be used for education, training, and professional development of members of the WAPSO bargaining unit as follows:

January 1, ~~2016~~ **2020** - $30,000.00

January 1, ~~2017~~ **2021**- ~~$30,000.00~~ **$32,000.00**

January 1, ~~2018~~ **2022**- ~~$30,000.00~~ **$32,000.00**

January 1, ~~2019~~ **2023**- ~~$30,000.00~~ **$32,000.00**

The Fund is to be allocated to individual Departments by a Joint Committee having equal representation from the City and the Association.

The purpose of the Fund is to provide reimbursement to WAPSO members of some portion of costs related to courses taken by the member at accredited post-secondary institutions or such other courses as may be agreed to by the member's Department. Individual members may make application to the Department for consideration of funding. It is understood that the Department shall not unreasonably withhold such agreement.

The Joint Committee shall meet at least once annually to review expenditures. In the event that there are monies held by the Fund at the end of any calendar year, those monies shall be returned to the City.

SIGNED THIS ~~17th DAY OF JULY, 2013~~

WAPSO: CHA
City:

SCHEDULE J of the Collective Agreement between the City of Winnipeg and the Winnipeg Association of Public Service Officers

LETTER OF UNDERSTANDING: **APPROVED** OVERTIME

The total annual salary paid to employees covered by the WAPSO Collective Agreement and five (5) days of compensatory time off granted each calendar year shall be deemed compensation for all regular annual hours of work as defined by this Agreement and up to a maximum of one hundred (100) hours of **approved** overtime worked in each calendar year. ~~In cases where employees work less than the equivalent of full time annual hours as defined by the Agreement, the maximum overtime limit shall be prorated to the nearest number of full time months of service.~~ **The one hundred (100) hour limit in the calendar year shall be prorated into four (4) quarters of the calendar year. Each quarter shall have a twenty-five (25) hour limit. For clarity the quarters are as follows:**

1st quarter: January, February, March

2nd quarter: April, May, June

3rd quarter: July, August, September

4th quarter: October, November, December

Each hour of approved overtime worked within a quarter shall count hour for hour against the twenty-five (25) hour limit in that same quarter. There shall be no carry forward of unused hours from one quarter to the next. [2020]

Pursuant to this Letter of Understanding, no additional compensation, monetary or otherwise, shall be required for the ~~first one hundred (100)~~ **first twenty-five (25)** hours of **approved** overtime worked **within a quarter of a** ~~in any~~ calendar year by any employee covered by this Agreement. **[2020]**

This Letter of Understanding shall not be construed to mean that employees covered by this Agreement have an absolute requirement to work any predetermined number of overtime hours on a calendar year basis but as an extension of the Letter of Understanding: Managerial Recognition whereby it is understood that the nature of and the responsibilities of the positions within the scope of this Agreement may involve variable work schedules and additional work hours.

The City shall advise employees of the procedure to request preapproval to work overtime. An employee may request preapproved overtime for a defined period of time. [2020]

SIGNED THIS ~~30th DAY OF APRIL, 2007~~

WAPSO: KHA
City:

SCHEDULE N of the Collective Agreement between the City of Winnipeg and the Winnipeg Association of Public Service Officers

LETTER OF UNDERSTANDING: INDIGENOUS RELATIONS

The **iIndigenous** 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 Indigenous Relations Division amalgamated existing Civic Aboriginal 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 community and City of Winnipeg.

Mandate: To provide leadership and experience from an Aboriginal perspective on programs, services and initiatives that support and address the needs of Winnipeg's Aboriginal community, now and in the future.

Role: To develop initiatives and partnerships based on community and corporate priorities.

Commitment: The City and the Association are committed to the vision, mandate role of Indigenous Relations Division.

During the life of the Collective Agreement the parties agree to discuss any initiative of the Indigenous Relations Division with a view to making the necessary provisions to enable the specific initiative to be carried out. The parties may mutually modify any provision of the Collective Agreement, deemed necessary or desirable to facilitate the accomplishment of the vision, mandate or role of the Indigenous Relations Division.

Notwithstanding Article 2 of the Collective Agreement, the Parties agree that those employees that report directly or indirectly to the Manager of the Indigenous Relations Division are bargaining unit employees unless those employees of the City are covered by any other current bargaining unit certificate issued by the Manitoba Labour Board. [2020]

DATED THIS ~~21st DAY OF MARCH, 2016~~

WAPSO: JC KMA
City:

NEW SCHEDULE

LETTER OF UNDERSTANDING: UPDATING THE POSITION EVALUATION MANUAL AND JOB DESCRIPTIONS

The City and the Association recognize that the Position Evaluation Manual referred to in Article 25 is outdated, ambiguous, and is not suited to evaluating many jobs within the bargaining unit.

The parties also recognize that many job descriptions within the bargaining unit are outdated and do not accurately reflect the applicable jobs.

As such, the parties agree to create a joint committee with equal representation to revise the Position Evaluation Manual.

The parties agree to work collaboratively to complete revisions of the Position Evaluation Manual during the first half of the life of the Collective Agreement. In the event that the parties are unable to agree on revisions to the Position Evaluation Manual, the current Position Evaluation Manual will continue to be in force.

Notwithstanding the above, during the second half of the life of the Collective Agreement, the City agrees to undertake to update bargaining unit job descriptions in each Department. The Parties agree to the following procedure:

1. Each Department Human Resource Manager will provide the Association with a copy of the job description for each bargaining unit position within that Department.
2. The Association will provide each Department Human Resource Manager with a prioritized list of job descriptions which require updating.
3. The Parties will meet to discuss and finalize a prioritized list of job descriptions that require review.
4. Once the list is finalized each job description will be updated in consecutive order.
5. Departmental Human Resource Manager will have ninety (90) days to update each job description.
6. The Department shall provide the Association and incumbent a copy of the finalized job description as they are completed.

SIGNED THIS DATE

WAPSO: KHA
City:

APPENDIX 2

ALL ARTICLES & LETTERS OF UNDERSTANDING PREVIOUSLY AGREED TO BY THE PARTIES DURING THIS ROUND OF COLLECTIVE BARGAINING

ERRORS AND OMISSIONS EXCEPTED

(Changes in Bold)

ARTICLE 5 - VACATIONS

With the intent of establishing April 30th as the date to which entitlement to annual vacation leaves of all employees shall be computed, then all employees shall accumulate vacation entitlement with pay, in accordance with his or her years of employment as hereinafter provided:

a) The number of working days of paid annual vacation entitlement for employees, who at the last preceding first day of May, had less than one (1) year of service shall be equal to fifteen-twelfths (15/12ths) of the number of months worked in the twelve (12) month period immediately prior to the said first day of May, calculated to the nearest half (½) day.

Date Entering Service	Entitlement (Days)
May of previous calendar year	14
June of previous calendar year	12.5
July of previous calendar year	11.5
August of previous calendar year	10
September of previous calendar year	9
October of previous calendar year	7.5
November of previous calendar year	6.5
December of previous calendar year	5
January of the current calendar year	4
February of the current calendar year	2.5
March of the current calendar year	1.5
April of the current calendar year	0.0

Tentatively agree to on June 15, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

ARTICLE 6 - PUBLIC HOLIDAYS

6-1 The following days shall be observed and compensated in time off as public holidays:

a) New Year's Day
b) Louis Riel Day
c) Good Friday
d) Easter Monday
e) Victoria Day
f) ~~Canada Day~~ **July 1**
g) Terry Fox Day
h) Labour Day
i) Thanksgiving
j) Remembrance Day
k) Christmas Day
l) Boxing Day

and any day proclaimed as a public holiday by the Federal Government, Government of Manitoba, or the City of Winnipeg.**[2019]**

If any of the above holidays should fall on a Saturday or Sunday, it shall be observed on the first following working day or as mutually agreed between the City and the Association.

Any employee covered by this Agreement who works on a Public Holiday shall be granted, in addition to ~~his or her~~ **their** regular rate of pay, compensation at the rate of double time (2x) either in time off, or in pay, the method of compensation to be at the discretion of the Department Head.

In those cases where an employee has compensating time off credits, carry over from year to year will not be permitted. All outstanding balances will be cashed out at December 31st of the calendar year in which they were earned. [2017]

Tentatively Agreed on March 11th, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

Amended language is strikethrough and new language is bolded

ARTICLE 7 - SICK PAY REGULATIONS

New Clause

Medical Practitioner

The Parties agree that for the purpose of Article 7, a "medical practitioner" is defined as a healthcare professional who is subject to a governing body legislated in the Province of Manitoba and is authorized by that governing body to issue a patient a medical certificate to certify an absence from the workplace.

Examples of medical practitioners include Nurse Practitioners, Psychologists, and Physician Assistants.

Tentatively Agreed to on June 22, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

ARTICLE 7 - SICK PAY REGULATIONS

7-1 Sick Leave Defined:

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of **a medical practitioner, chiropractor or dentist** ~~physician, chiropractor, dentist~~, or because of an accident for which compensation is not payable under the Workers' Compensation Act. **[2020]**

7-2 Annual Paid Sick Leave:

Every employee will be granted one and one-quarter (1-1/4) days of sick leave for each month of service. Employees will be credited in advance with a maximum of fifteen (15) days of sick leave on January 1 of each year. Sick leave credits will not accumulate during the period an employee is absent on non-paid leave or disability benefits.

7-3 Accumulation of Sick Leave:

The unused portion of an employee's annual paid sick leave shall accrue to his or her future benefit.

7-4 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave of all normal working days absent due to sickness.

No deductions for absences on account of sickness will be made for a period of two (2) hours or less, to a maximum of six (6) such absences per calendar year. An employee who has had accumulated sick credits and subsequently used all ~~his or her~~ **of their** credits will be entitled to the benefit of this Article regarding absences of two (2) hours or less.

Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area. [2020]

7-5 Use of Unused Accrued Time:

After **an Employee** ~~he or she~~ has exhausted all sick leave credits, any employee, upon submitting a written request to **their** ~~his or her~~ Department Head, may use, for bona fide sick leave purposes, any **unused accrued time** ~~overtime or compensating credits or vacation credits~~ available to **them or will be granted unpaid sick leave.** ~~him or her.~~ **[2020]**

7-6 Sick Leave Without Pay:

Sick Leave without pay shall be granted to an employee **that applied for long term disability benefits but was denied**. **The maximum duration of sick leave without pay is four (4) years. Leave under this clause shall commence the same date that long term disability benefits were denied by the Winnipeg Civic Employee Benefits Program.** ~~who does not qualify for sick leave with pay, or who has exhausted his or her accumulated sick leave credits.~~ **During the leave the Employee shall provide the City with a medical certificate every six (6) months. The medical certificate shall include the duration of the absence, the**

estimated date of return to work, and/ or the next reassessment date, and shall include all work-related restrictions and limitations related to the illness [2020]

7-7 Notification of Employer:

Every employee shall immediately notify or cause someone on **their** ~~his or her~~ behalf to notify **their** ~~his or her~~ Department if ~~he or she is~~ unable to report to work through sickness **prior to the start of their shift or as soon as practicable thereafter**.

7-8 ~~Proof of Illness~~ **Medical Certificates & Return to Work**:

~~The City may require an~~ **An** employee, **upon notifying the City of their inability to report to work**~~, on returning to work,~~ **or who anticipates to be absent for a period of more than five (5) consecutive working days, shall** ~~may be required to~~ produce **a medical** ~~a~~ certificate ~~from~~ **signed by** a medical practitioner, chiropractor or dentist certifying that **the Employee** ~~he or she~~ was/ **is** unable to carry out **their** ~~his or her~~ duties due to sickness. **The medical certificate shall include the duration of the absence, the estimated date of return to work, and/ or the next reassessment date, and shall include all work-related restrictions and limitations that are related to the illness**. Such certification may be subject to review by the City~~'s medical practitioner(s), chiropractor(s) or dentist(s).~~

The Employee must cooperate in the medical certificate/ return to work process outlined above during an absence in order to access sick leave pay or to access unpaid sick leave provided for in this Article.

~~In addition, employees absent due to extended sickness may be required to produce a medical certificate including, where possible, the estimated date of return of the employee. Employees shall not ordinarily be required to provide any additional medical certificate prior to return except in the following circumstances:~~
~~a) once every twenty (20) working days where no estimated date of return can be provided;~~
~~b) where the absence exceeds the estimated date of return.~~

7-9 Sickness While on Vacation:

Where an employee on vacation becomes sick to the extent that **they** ~~he or she~~ require~~s~~ the services of a medical practitioner or licensed chiropractor, provided such sickness is shown to be in excess of three (3) days, such employee shall be allowed to use **their** ~~his or her~~ sick leave credits for the period the medical practitioner or licensed chiropractor states **the Employee** ~~he or she~~ would have been unable to carry out **their** ~~his or her~~ duties at work.

7-10 Abuses of Sick Leave:

The City and the Association agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.

7-11 ~~Right to See Sick Leave Record:~~ Medical Examinations

~~Upon request to **their** his or her immediate supervisor, the employee's sick leave record will be made available. for him or her.~~

a) **Where it is reasonable to do so, the City may require an Employee to undergo a subsequent medical examination by the Employee's own treating medical practitioner. The City shall pay the cost of the medical examination and the Employee shall provide the medical practitioner at the examination with all City forms for completion. [2020]**

b) **Where it is reasonable to do so, the City may require an Employee who has not provided sufficient medical to undergo a medical examination by their treating practitioner at their own expense. At the medical examination, the Employee shall provide the medical practitioner with all forms provided by the City [2020]**

c) **In the circumstance where the City has already made reasonable attempts to obtain relevant information to support an absence or an accommodation and where those attempts have been proven to be unsuccessful, the City may require the Employee to undergo an Independent Medical Examination (IME). The IME will be performed by a qualified medical practitioner designated by the City and subject to the following:**

   a. **Prior to scheduling an IME, the City shall advise the Employee and the Association written reasons why the IME is necessary.**
   b. **The City shall schedule and cover the expenses of the IME.**
   c. **The Employee must participate in the IME. [2020]**

7-13 Sick Pay Supplement While on Disability Benefits:

Where employees are utilizing sick credits to supplement disability pensions, sick leave credits will be granted on a pro rata basis. For example, an employee making up one-quarter (¼) of **their** ~~his or her~~ salary with sick leave credits would be eligible for one-quarter (¼) of the sick leave accumulation normally granted to an employee working full-time. ~~Employees absent on Workers' Compensation will be eligible for full sick leave credits~~. **[2020]**

7-17 Integration of Manitoba Public Insurance Corporation P.I.P.P. Benefits with Sick Leave Benefits

The City and WAPSO agree that, as a result of the introduction of the Personal Injury Protection Plan (P.I.P.P.) by the Manitoba Public Insurance Corporation, any employee covered by this Agreement, who is in receipt of benefits under the provisions of this Article, must integrate and coordinate those benefits to ensure that the total benefits provided under both programs do not exceed one hundred percent (100%) of net take home pay. This integration and coordination of benefits shall occur in the following manner:

a) The total value of income top up provided under Article 7 shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to **their** ~~his or her~~ standing at the time of application for the integration and coordination of benefits, **the employee** ~~he or she~~ shall be entitled to utilize other available credits to provide top up in accordance with Article 7-5. An employee who has exhausted all compensating or vacation credits, shall be entitled to only those benefits provided under P.I.P.P.

b) For the integration and coordination or benefits to occur, an employee must be injured in an automobile accident and, as a result of **their** ~~his or her~~ injury, be unable to perform the duties of **their** ~~his or her~~ normal classification and are therefore eligible to receive sick pay benefits.

c) Employees who ~~choose to~~ integrate P.I.P.P. benefits with paid sick leave shall be entitled to receive all other benefits set out under this Agreement, during the period that one hundred percent (100%) of net take home pay is provided under this Agreement, for a maximum period of six (6) months or until approved for disability benefits through the Employee Benefits Board.

d) Employees receiving such benefits shall be advised by the City, within thirty (30) days of having their P.I.P.P. and sick pay benefits integrated and coordinated, that they may apply for disability benefits through the Employee Benefits Board.

New Clause (old 7-11)

Right to See Sick Leave Record:

Upon written request to their Supervisor, the Employee's sick leave record will be made available to them. [2020]

June 22, 2020

K. Haig-Anderson
WAPSO

John H. Dawson
City of Winnipeg

ARTICLE 7 - SICK PAY REGULATIONS

7-12 Sick Pay Supplement for Rehabilitative Employment:

Rehabilitation is the mutual responsibility of both the employer and employee. If, as a result of sickness or accident, an employee is unable to perform the normal functions of **the** ~~his or her~~ position, but is, however, capable of performing in an alternate position which the City is prepared to make available to the employee, the employee must cooperate and participate in the return to work process. The following shall apply in the return to work process:

a) Upon medical certification satisfactory to **the Employer,** ~~a medical practitioner designated by the City~~, the employee will be assigned to the alternate position at the appropriate rate of pay for that position.

b) The employee shall be entitled ~~on a bi-weekly basis~~ to utilize **their** ~~his or her~~ **unused** accrued sick credits ~~in units of one-half (½) days in order~~ to supplement **their** ~~his or her~~ rate of pay in the alternate position; but the combination of sick pay supplement and rate of pay in the alternate position shall not exceed the regular rate of pay in **their** ~~his or her~~ former position.

c) These sick leave supplements shall cease as soon as the employee qualifies for disability benefits.

d) Employees absent on Workers' Compensation will be eligible for full sick leave credits.

Tentatively Agreed on June 17, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

ARTICLE 10 - PROMOTIONS

10-1 Job Posting

The City and the Association are committed to the principle that employees are entitled to a recruitment process that is fair, reasonable, and transparent. [2020]

a) The City agrees, prior to filling a vacant position covered by this Agreement and newly created positions which fall within the scope of this Agreement, the position shall be bulletined, except as outlined below.

i. Positions may be filled on an "acting" basis without a bulletin for a period not normally to exceed six (6) months. Where such an "acting" appointment does exceed six (6) months and where the City has good reason to believe that the situation will continue beyond a further six (6) months, the vacancy shall be bulletined. The City will do all that it is reasonably able to do to keep any extensions of the first six (6) months to a minimum.

ii. It will not be necessary to bulletin a vacancy that is to be filled through return of an employee from authorized leave of absence, through redeployment of a supernumerary employee, or through redeployment of an employee for rehabilitative purposes, subject to the agreement of the Association, which shall not be unreasonably withheld.

iii. It will not be necessary to bulletin a position where it is mutually agreed between the City and the Association that, because of extenuating circumstances, a bulletin is not appropriate.

iv. It shall not be necessary to bulletin a position which has been assigned a higher salary level as a result of reclassification to the benefit of the incumbent.

v. It will not be necessary to bulletin a new temporary position for a period that will not normally exceed six (6) months, where the City has a specific need for a particular skill set that an existing ~~WAPSO~~ **Association** employee possesses. In such a case, the City may "second" that employee to fill that position provided that the provisions of Article 10-2(a) apply as if the filling of that position were the filling of a vacancy or newly created position. The City may extend the period for a further six (6) months only with the Association's consent, which will not be unreasonably denied. If the position continues beyond twelve (12) months, then the position shall be bulletined.

Tentatively Agreed on June 22, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

ARTICLE 10 - PROMOTIONS

10-1 Job Posting

b) For positions covered by this Agreement, the City agrees to post job bulletins **City wide** ~~throughout all Departments of the City, and not make an appointment to the position until~~ **for a minimum of** seven (7) **calendar** days from the date of posting. **All members of the Association who apply for a position shall receive an acknowledgement of their application, in advance of the City scheduling interviews. Unsuccessful member applicants shall be advised that they were not selected within ten (10) working days of the hiring date of the successful applicant, and upon request, shall be provided with reasons for not being selected. [2020]**

c) The City agrees to notify the Association, in writing, of all vacancies and newly created positions within the scope of this Agreement at the same time said vacancies and newly created positions are bulletined as per Article 10-1(a) above. Further, the City agrees to notify the Association, in writing, of the name of the person who obtained the position within seven (7) **calendar** days of the filling of said vacancy or newly created position. **[2020]**

Tentatively Agreed on June 8, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

June 22, 2020 City Counter Proposal

ARTICLE 10 - PROMOTIONS

10-4 Temporary Changes in Position

a) Notwithstanding anything hereinbefore contained, a permanent employee who accepts a temporary or term position shall, upon termination of that position, be placed in a permanent position comparable to , and at an administrative salary level and step not less than that held prior to the employee's appointment to the temporary or term position.

In addition to the above, this clause shall apply to permanent employees who are deemed unsuitable or elect to return to their former grade level during an extended suitability period as contemplated in Article 11-2 b) or 11-2 c). In such cases 10-4 b) shall not apply to the permanent employee. [2020]

b) If there is not a comparable position available, the employee shall be allowed to revert to his or her original position. Should the employee revert to his or her original position, every effort will then be made to place the person occupying the original position into a comparable position at the same administrative salary level and step.

Tentatively Agreed on June 22, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

ARTICLE 11 - PROBATIONARY PERIOD

~~11-1 Any employee engaged by the City into a WAPSO position, who comes from outside the Civic Service shall serve a probationary period of twelve (12) months. In all other cases, the probationary period shall be six (6) months unless otherwise stipulated at the time of appointment, or extended in accordance with this Agreement to a maximum of twelve (12) months.~~

~~11-2 a) Any employee transferred or promoted shall retain rights in the position which he or she held prior to such transfer for a period of six (6) months. During this six (6) month probationary period he or she may return to his or her former position at his or her own request or at the instance of Management if found unsuitable without loss of accumulated rights except for promotions that may have taken place during the period of his or her absence and which were dealt with in accordance with the provisions of this Collective Agreement.~~

~~b) Notwithstanding the foregoing, where in the opinion of the Department Head, circumstances so warrant, the extension of the six (6) month probationary period shall be effected by advising the employee involved in writing of the extension with a copy to the Association. Any probationary period extensions shall be effected either at the time of appointment or within the initial probationary period. Where such probationary period extensions are approved, during the period of the extension, the employee may return to his or her former position at his or her own request or at the instance of Management if found unsuitable.~~

~~11-3 The City will provide reasons to the employee for any decision to extend probation, to return the employee to his or her former position if found unsuitable, or to dismiss said employee during a probationary period~~

11-1 a) An Employee hired by the City from outside the Civic Service into a bargaining unit position, shall serve a probationary period of six (6) months. The probationary period may be extended to a maximum of twelve (12) months. [2020]

b) The City will provide written reasons to the Employee for any decision to extend the probationary period or to dismiss said Employee during the probationary period set out in Article 11-1. [2020]

c) In all other cases, an Employee hired into a bargaining unit position from within the Civic Service shall serve a suitability period of six (6) months. [2020]

11-2 a) Any Employee transferred or promoted from within the bargaining unit shall retain rights in the position which they held prior to such transfer for a period of six (6) months. During this six (6) month suitability period they may return to their former position, at their own request or at the instance of the City if found unsuitable without loss of accumulated rights except for

KHA

promotions that may have taken place during the period of his or her absence and which were dealt with in accordance with the provisions of this Collective Agreement. [2020]

b) During the suitability period set out in 11-1 c) or 11-2 a) and where in the opinion of the Department Head the circumstances so warrant, the City may extend the suitability period by an additional six (6) months. The City will advise the employee and provide written notice at that time that includes the reasons for the extension. The City shall provide a copy of the written notice to the Association. During the extended suitability period, an Employee may request removal from the position or the City may remove the employee from the position for reasons of unsuitability. In both cases, Article 10-4 shall apply to the Employee. [2020]

c) During the suitability period or extension period, an Employee who came from outside the barganing unit may be returned to their former position at their own request or at the instance of the City if found unsuitable, both scenarios subject to the Employee having retained rights under the provisions of their former collective agreement to return to their former position. Where retained rights do not exist, Article 10-4 shall apply to the Employee. [2020]

Tentatively Agreed on June 19, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

ARTICLE 14 - LEAVE OF ABSENCE

14-1 Maternity Leave

a) The City shall grant maternity leave to a **pregnant** ~~female~~ employee who has completed six (6) months of service and who submits an application, in writing, to ~~her~~ **their** Department Head for a leave at least four (4) weeks before the day specified ~~by her~~ in the application as the day on which ~~she is~~ intend~~s~~ **they** to commence such leave; and who provides ~~her~~ **the** employer with a certificate from a duly qualified medical practitioner certifying that ~~she is~~ **they are** pregnant and specifying the estimated date of ~~her~~ delivery.

b) A~~n~~ **pregnant** employee may elect maternity leave under either Plan A or Plan B, depending upon which criteria ~~she~~ **is** meet~~s~~.

PLAN A

a) The City shall grant maternity leave to a ~~female~~ **pregnant** employee who has completed six (6) months of service and who submits an application, in writing, to ~~her~~ **their** Department Head for a leave at least four (4) weeks before the day specified ~~by her~~ in the application as the day on which ~~she~~ **they** intend~~s~~ to commence such leave; and who provides ~~her~~ **the** employer with a certificate from a duly qualified medical practitioner certifying that ~~she~~ **the employee** is pregnant and specifying the estimated date of ~~her~~ delivery.

b) The maternity leave shall consist of a period, not exceeding twenty (20) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

c) The maternity leave granted shall commence no earlier than seventeen (17) weeks preceding the estimated date of delivery and shall terminate no later than twenty (20) weeks following the actual date of delivery. [2017]

d) Maternity leave under Plan A shall be considered as leave of absence without pay.

e) The employee returning to work after maternity leave shall provide the City with at least two (2) weeks of notice prior to the date of returning to work. On return from maternity Leave, the employee will be placed in a position comparable to and at not less than the same wages as ~~her~~ **their** position prior to ~~her~~ **their** commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of ~~her~~ departure.

f) The City may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.

PLAN B ~~(Effective December 21, 1986 and amendments with respect to part-time employees effective Jan 1, 2002)~~

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

a) Have completed twelve (12) months of full-time service or equivalent for part-time employees;

b) Submit to the Department Head an application, in writing, for leave under Plan B at least four (4) weeks before the date specified ~~by her~~ in the application as the date on which ~~she~~ **they** intend~~s~~ to commence such leave.

c) Provide the City with a certificate from a duly qualified medical practitioner certifying that ~~she~~ **the employee** is pregnant and specifying the estimated date of ~~her~~ delivery.

d) Provide the City with proof that ~~she~~ **the pregnant employee** has applied for Employment Insurance benefits and that **Service Canada** ~~Human Resources and Skills Development Canada (the HRSDC)~~ has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act, ~~1997~~ **2005. [2020]**

2. An applicant for maternity leave under Plan B must sign an agreement with the City to provide that:

a) ~~she~~ **the pregnant employee** will return to work and remain in the employ of the City for the equivalent of at least six (6) months of full time employment following ~~her~~ **their** return to work; within two consecutive years; and

b) **the pregnant employee** ~~she~~ will return to work on the date of the expiry of ~~her~~ **their** maternity leave unless this date is modified by the City in accordance with Plan B-3(c); and

c) should **the pregnant employee** ~~she~~ fail to return to work as provided under (a) and/or (b) above, ~~she~~ **they** will be required to reimburse the City for the full amount of pay received from the City as maternity allowance during the entire period of maternity leave.

3. An employee who qualifies is entitled to a maternity leave consisting of:

a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Plan B-1(c); or

b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Plan B-1(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

c) The City may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.

4. 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 ~~two (2)~~ week~~s~~ an employee shall receive ninety-three percent (93%) of ~~her~~ **their** weekly rate of pay. **[2020]**

b) For up to a maximum of ~~fifteen (15)~~ **sixteen (16)** additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of ~~her~~ **their** weekly rate of pay. For part-time employees, weekly rate of pay will be the amount determined by **Service** ~~Human Resources and Skills Development~~ Canada. **[2020]**

c) All other time as may be provided under Plan B-3 shall be on leave without pay basis.

5. The employee returning to work after maternity leave shall provide the City with at least two (2) weeks of notice prior to the date of returning to work. On return from maternity leave, the employee will be placed in a position comparable to and at not less than the same wages as ~~her~~ **their** position prior to **the** ~~her~~ commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of ~~her~~ **their** departure. **[2020]**

Tentatively Agreed on June 17, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

ARTICLE 14 - LEAVE OF ABSENCE

14-2 Parental Leave

Subject to the provisions of this Article, leave of absence not to exceed the following duration shall be provided:

a) ~~Fifty-two (52)~~ **Sixty-three (63)** consecutive weeks of parental leave; or **[2020]**

b) ~~Fifty-four (54)~~ **Eighty-three (83)** consecutive weeks combined maternity and parental leave. **[2020]**

c) The City will grant a leave of absence not to exceed ~~fifty-two (52)~~ **sixty-three (63)** continuous weeks to any employee who has completed seven (7) 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 their Department Head for parental leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take maternity leave in which case the employee shall submit their application for parental leave at the same time as their application for maternity leave. [2017] **[2020]**

d) Parental leave must commence no later than the first anniversary date 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 expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.

e) Parental leave shall be considered leave of absence without pay.

f) Sick leave credits will not accrue for any period of time the employee is absent on parental leave.

g) The employee returning to work after parental leave shall provide the City with at least four (4) weeks of notice, in writing, prior to the date of returning to work except in the case of an employee taking more than ~~seventeen (17)~~ **thirty-seven (37)** weeks of parental leave, in which case at least twelve (12) weeks of notice, in writing, shall be required. **[2020]**

h) On return from parental leave, the employee will be placed in a comparable position at not less than the same wages as their position prior to commencement of parental leave and without loss of seniority which had accumulated at the date of their departure.

i) An employee on parental leave shall remain eligible for promotion providing the employee is available when required by the Department.

Tentatively Agreed on June 15, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

Deleted language is struck out. New/ Amended language is bolded

June 22/20 2030hrs

GRIEVANCE AND ARBITRATION

15-7

In the event of any controversy concerning the meaning, interpretation or alleged violation of this Agreement or any portion thereof, and in the event that a satisfactory adjustment cannot be reached between the parties by following the procedures outlined in Steps 1 to 3 above, either party may submit such dispute to arbitration **in accordance with the provisions of this Article**. ~~It is agreed between the parties that in those cases it is desirable to use a single arbitrator~~. **[2020]**

Referral to Arbitration

~~15-8 Pursuant to Article 15-7 a single arbitrator will be used. unless the parties agree to invoke a three (3) person board.~~

15-8 Sole Arbitrator

Grievances referred to arbitration shall be heard by a sole arbitrator selected by mutual consent. In the event the Parties cannot agree on a sole arbitrator within twenty (20) working days, the Parties shall request the Manitoba Labour Board to select the sole arbitrator. [2020]

~~15-9 Where the parties agree to a single arbitrator, he or she shall be selected by mutual consent. In the event the parties cannot agree on a single arbitrator within twenty (20) working days, the arbitration will revert to a three (3) person board.~~

15-9 Pre-Arbitration Discussion

The Parties agree to meet within sixty (60) calendar days of the referral to arbitration to attempt to settle the Grievance or to agree on the relevant facts pertaining to the Grievance. [2020]

~~15-10 Pursuant to Article 15-8 or 15-9, where the arbitration uses a three (3) person board, the party originating the arbitration request shall notify the other party by registered mail, the name of its nominee to an arbitration board. Within fifteen (15) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall meet to select an impartial chairperson.~~

15-10 Grievances Held in Abeyance

Subsequent to the discussions held as per Article 15-9, The Parties may agree in writing to hold any unresolved Grievance in abeyance. [2020]

~~15-11 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of appointment, the other party may request the Manitoba Labour Board to select such arbitrator. [2017]~~

KHP

15-11 Scheduling of Arbitration Dates

After sixty (60) calendar days the Grievance will be scheduled unless the Grievance has been placed in abeyance as per 15-10 or unless the Parties agree otherwise. [2020]

15-12 An arbitrator ~~or board of arbitration~~ appointed pursuant to this Article, shall meet and hear the evidence from the Association and from the City, and shall issue an award within ninety (90) calendar days after completion of hearing the evidence, unless the parties hereto agree to extend or abridge the time for issuance of the award. An award issued by an arbitrator~~, or by a majority in the case of a board of arbitration,~~ shall be deemed to be final and binding on all parties to the arbitration. **[2020]**

15-13 An arbitrator ~~or board of arbitration~~ shall have the authority to determine whether any matter referred to it is arbitrable. **The Arbitrator shall not modify any provision of the collective agreement. [2020]**

15-14 The City and the Association agree that each will bear an equal share of the fees and expenses incurred as a result of the appointment of ~~a single~~ **the** arbitrator~~, and in the case of a board of arbitration, the City and the Association agree that each will be responsible for the fees and expenses of their respective appointees and that each will bear an equal share of the fees and expenses of the Chairperson of the Board of Arbitration~~. **[2020]**

Tentatively Agreed on June 22, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

Jun 22/20
2020hrs

ARTICLE 25 - POSITION EVALUATION

25-1 Grading of Positions

a) The City will notify the Association, in writing, of all new positions and revisions to the job descriptions and revisions to the job descriptions of existing positions falling within the jurisdiction of the Association.

b) The Association or the City may request that the City determine the proper ~~salary~~ level ~~(the "rating")~~ for any new and/or revised position. The incumbent of any new and/or revised position may apply for such a determination through the Association or the City. The Department concerned will prepare a current job description for rating within ninety (90) days of the date of request and the rating shall be completed by the ~~Employee~~ Compensation **Services** ~~Branch~~ within ninety (90) days of the date on which a current job description is provided.

c) The City reserves the exclusive right to determine the specific duties and responsibilities of jobs in the organization and the minimum qualifications deemed necessary to perform those duties and responsibilities.

d) **Compensation Services will seek clarification from management and at times the incumbent** ~~i~~in order to determine the **appropriate rating of the job.** ~~proper salary level for a new and/or revised position, the City, in consultation with the Department and the incumbent (if any), shall consider~~ **This includes consideration to** the conditions under which the work is performed as well as the skill, efforts, duties and responsibilities normally required of the work. ~~The City will utilize the Position Evaluation Manual in force from time to time, and will rate the position in accordance with the Position Evaluation Manual.~~ **The City will utilize the Rating System in force, and will rate the position in accordance with said system.**

e) The City will provide ~~WAPSO~~ **the Association** and the incumbent (if any) with all **document(s) that were** ~~information~~ used by the City to determine the rating.~~,~~ ~~including comparison positions where relevant.~~ **If the Association is not in agreement with the Grade established for the position, the following procedure shall apply: [2020]**

   i. **Within twenty five (25) working days of receipt of the City's written notice, the Association shall write to the City requesting a meeting and include the written reasons for their disagreement; [2020]**

   ii. **The City will meet with the Association to discuss the concerns raised within fifteen (15) working days of receipt of the Association's written notice; [2020]**

KHA

iii. **Within ten (10) working days of the meeting, the City will write to the Association to confirm the City's position on the evaluation. Should the Association remain in disagreement, the matter may be appealed accordance with Article 25-1 f); and [2020]**

iv. **The time lines specified in this Article are mandatory. A request for a time limit extension made in writing during the time lines specified in this clause shall not be unreasonably withheld. [2020]**

f) In the event that **Association** ~~WAPSO~~ and/or the incumbent disagree with the rating assigned by the City, an appeal may be filed. Only one (1) appeal per individual rating notification will be considered. **[2020]**

g) The appeal must be filed with the City no later than ~~six (6) weeks~~ **ten (10)** ~~twenty (20)~~ **working days** from the date the **City provided the written response to the Association in accordance with Article 25-1 e) iii.** ~~rating and/or the information referred to in Article 25-1(e) was received by WAPSO and the incumbent, whichever last occurs.~~ The appeal should be filed on a form supplied by the City, but no omissions on the form, or non-use of the form, will vitiate the appeal itself. **[2020]**

h) The Appeal Committee will be convened quarterly or when the number of appeals filed reaches five (5), whichever comes first.

i) The Appeal Committee will be comprised of two (2) City appointees and one (1) WAPSO appointee.

i. At least one (1) of the City appointees shall neither have been involved in the initial rating for the position under appeal, nor be Human Resources Staff.

ii. Committee members will be allowed reasonable time off with pay to prepare for and to attend meetings of the committees on which they are serving.

iii. No Appeal Committee member shall directly or indirectly supervise the position under review.

j) The Appeal Committee will give notice of the appeal hearing date to incumbents and Association Representatives, who may appear before the Appeal Committee to present their position or respond to questions of Committee members.

k) The Appeal Committee will make its decision on the appeal in accordance with the ~~Position Evaluation Manual in force at the time.~~ **current Rating System** ~~and processes~~.

l) All relevant information regarding the ~~Position Evaluation System~~ **rating of the position** shall be made available to the Association. This shall include, but not be restricted to the following:

i. ~~factor data sheets~~ **ratings and rationale**;

ii. job descriptions ~~and class specifications~~;

iii. the ~~Position Evaluation Manual~~ **current Rating System and processes** in use from time to time pursuant to this Agreement and any procedure documents;

iv. benchmark positions ~~– all relevant information;~~

~~v. all point ratings and any rating documents for all positions rated;~~

~~vi. procedures, guidelines or policies followed by the City; and~~

vii. all relevant information from the appeal process.

m) An employee who disputes the results of the **appeal decision** ~~position evaluation process~~ with respect to the assigned factor ratings may, within fifteen (15) working days of the receipt by the employee of the decision of the Appeal Committee, request the Association to refer the dispute to arbitration. If the Association refers the dispute to arbitration the following will apply:

Nothing in this Article restricts the right of the Association to grieve any issues relating to position evaluation, including the process, any particular position evaluation, and any assigned factor ratings provided that if the Association grieves a specific position evaluation process with respect to the assigned factor ratings, it must use the process described herein.

i. The parties to this Agreement shall name at least three (3) arbitrators who shall be appointed in rotation to hear arbitrations respecting the results of the position evaluation process.

ii. The Association must notify the applicable arbitrator with a copy to the City of the dispute within twenty (20) working days of the receipt of the employee's request or, if the Association grieves, within thirty-five (35) working days of the receipt of the decision of the Appeal Committee.

iii. The arbitrator will schedule a hearing into the dispute and shall require the parties to provide him or her with a written statement of their respective positions and of any facts they can agree upon at least five (5) working days prior to the hearing. All documentary evidence shall be submitted to the arbitrator and the other party, if possible, at least five (5) working days

F MA

prior to the hearing. Unless the arbitrator determines otherwise, the City and the Association shall each be limited to presenting evidence from two (2) witnesses. The arbitrator shall not admit or consider evidence relating to the ratings or salaries for positions in other City bargaining units or with respect to other employers.

iv. The arbitrator shall render his or her decision concerning the disputed factor ratings in accordance with the Position Evaluation Manual in force from time to time. The arbitrator may only render a decision with respect to each factor rating in dispute.

v. The arbitrator shall provide a written decision as soon as possible following the hearing. The arbitrator's decision with respect to the dispute in question shall be final and binding on the City, the Association, and the employee.

n) The Association shall be invited to participate in any review of the existing ~~Position Evaluation~~ **Rating** System. ~~that the City may conduct.~~ Changes to the existing ~~Position Evaluation Manual~~ **Rating System** can only be made by mutual written agreement between ~~WAPSO~~ **the Association** and the City.

o) ~~For all new, revised, and/or bulletined positions,~~ **I**nformation contained in the ~~Job Description, Class Specification, Factor Data Sheet and~~ Job Bulletin (Posting) ~~for any positions~~ shall be made consistent **with the evaluated job description. [2020]**

Tentatively Agreed on June 22, 2020

City of Winnipeg

Winnipeg Association of Public Service Officers

Deleted language is struck out. New/ Amended language is bolded

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: WORKPLACE VIOLENCE / HARASSMENT/ DISRESPECTFUL BEHAVIOR

The Management Relations Committee will meet three (3) times per calendar year to discuss and review all incidents of workplace violence, harassment, and disrespectful behavior that involve employees in the Association. The purpose of the meeting is to have dialogue so to ensure that involved/ impacted Employees in the Association are supported effectively through the Respectful Workplace Administrative Standard and Workplace Violence protocols.

The Association will be consulted with as part of any risk assessments, or safety audits that are initiated involving Employees of the bargaining unit. The Association may propose actions for consideration. These items may include content for joint communications to raise awareness and education will the goal of achieving a workplace that is free of violence, harassment, and disrespectful behavior for all employees, regardless of rank.

Tentatively agree to on June 23, 2020

Katie Haig-Anderson
Winnipeg Association of Public
Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: EQUITY, DIVERSITY, & INCLUSION

The City of Winnipeg and the Winnipeg Association of Public Service Officers believe that equity, diversity, and inclusion strengthen the community and workplace. A diverse and inclusive workforce enhances excellence, innovation and creativity. The City and the Association are committed to ensuring we have a workforce that is representative of the community we serve.

The Parties are committed to building education and awareness regarding programs to assist in creating a culture of inclusion and valuing diversity at the City of Winnipeg.

During the life of this Collective Agreement the City will undertake to develop an Equity, Diversity, & Inclusion Program. This Program will include but not be limited to, strategies and initiative to attract, recruit and retain employees from the designated groups. The City will engage the Association in meaningful consultation as this Program is developed.

Tentatively agreed to on June 19, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: RE: TRANSIT TRAINING PROGRAM – SUPERVISORS / INSTRUCTORS / INSPECTORS

The City and Association agree on the importance of meaningful training and development of all members of the Public Service. In particular, both Parties acknowledge the need for a Winnipeg Transit Training Development Program for future Supervisors / Instructors / Inspectors ("the Program"). The intent of the Program is to assist in the training and development of new Transit Supervisors, Instructors, and Inspectors (the "Employees") so to meet ongoing operational demands.

The intention of the Program is to train the Employees with the necessary skills to become effective Transit Supervisors, Instructors and/or Inspectors (the "Positions"). Employees who start the Program must also commence the formal education required for the Position they accepted. All general provisions of the collective agreement apply to Employees in the program subject to the following:

1. **The work performed by Employees in the Program is bargaining unit work and is considered temporary work that is additional to the work regularly performed by Association members.**

2. **The Program will not result in any reduction in the number of Association Supervisor, Instructor, and/or Inspector positions at Transit.**

3. **The maximum duration of the Program is two years.**

4. **Employees in the Program will be compensated at the Grade 2 Level. Subject to continued funding of the temporary positions, an Employee who has completed the Program will continue to be paid at the Grade 2 level until such time as the Employee completes the formal education qualification for the position offered. At that time, the Employee will be promoted to the Grade 3 level. Employees who complete the Program continue to be temporary employees until such time that they obtain a permanent position.**

5. **Notwithstanding paragraph 4, an Employee may apply to obtain a permanent Position at any time. If successful, the Employee shall continue to be paid at the Grade 2 level until such time that the Employee has completed both the Program and the formal**

KHA

education qualification. At that time, the Employee will be promoted to the Grade 3 level.

6. **Upon ratification of the collective agreement and every six (6) months thereafter, the City will provide the Association a list of all Employees in the Program, their effective start dates and positions, and their progress towards completion of the formal education requirement for the position.**

Tentatively agreed to on June 19, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: VACATION YEAR

During the life of this Collective Agreement, the Parties may agree in writing to implement a process to transition the vacation year set out in Article 5 to align with the calendar year on a cost neutral basis.

Tentatively agree to on June 15, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: TRANSIT SPECIAL EVENTS STAFFING

The Parties agree that the safety and security of all Transit employees and passengers are integral to the service provided by Winnipeg Transit. As such, the City and the Association agree that on duty Transit Inspectors will not, whenever practicable, be reassigned to fill the requirements of a scheduled special event where Winnipeg Transit services are requested or required. The City will consider other staffing options for special events such as calling overtime.

When more than one third of the Transit Inspectors on duty are reassigned from their normal duties to a special event, the Association will be advised without delay.

Date: June 12, 2020 Tentatively agreed

Katie Haig-Anderson
Winnipeg Association of Public
Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: TRANSIT INSTRUCTOR UNIFORMS

Within one month of ratification of the Collective Agreement the Parties agree to meet and discuss the uniforms issued to transit operations staff with the intention to distinguish the uniforms worn by employees who work are Training Instructors and the employees who are supervisory staff.

Any changes made to the uniforms during the life of the agreement must be on a cost neutral basis.

Date: June 12, 2020 tentatively agreed

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: CRITICAL INCIDENT STRESS MANAGEMENT

The Parties agree there is a need for a Critical Incident Stress Management (CISM) Peer Support Program (the "Program") for the life of this agreement. The purpose of the Program will be to ensure that employees have trained peers available to provide support and/or direction to members as soon as possible after a critical/traumatic incident occurs. The City & the Association agree that each party will have a supportive role for members of the Program.

The City will inform all employees of this program via electronic means. New members of the Program will be provided training. The City shall consult with the Association on the content of the training. The training provided will be on subjects that may include, but will not be limited to: Modules on conflict resolution, EAP counselling, anti-harassment and discrimination, Canadian Standard Association Mental Health training, and Canadian Standard Association Psychological Health & Safety Training "The Standard".

The City agrees to maintain a sufficient number of members to respond to CISM peer support requirements. Employees will be selected jointly by the Association and the City. The City will continue the practice of paying the cost for all peer support training.

The Parties will meet quarterly or as otherwise agreed upon to review and audit the Peer Support/CISM Program. Special/emergency meetings can be called by either party at any time. Within thirty (30) days of ratification the Parties agree to meet to initiate the develop terms of reference for the Program. Consideration will be given to best practices for other peer support programs both within and external to the City.

The City will work collaboratively with the Association in the development and maintenance of the CISM Program.

Tentatively Agreed to on June 12, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: TRANSIT ASSAULT REVIEW COMMITTEE

The Association and the City are committed to establishing and continuously improving safe work practices by way of effective and efficient communication and sharing of information.

The Parties will meet and review all incidents involving Supervisory and Training staff where an assault/ threat occurred in the course of their duties. In advance of meeting, the City and the Association will provide access to any particulars that will be relied upon.

Where the Parties disagree as to whether an assault/threat was avoidable or unavoidable, the Assault Review Committee (ARC) will meet to review the incident.

The ARC will consist of 3 members:

1. **One Association representative**
2. **One City representative**
3. **An Independent Chairperson – (Law Enforcement contractor as agreed upon by the Parties)**

The Parties will agree to the terms of reference for the Chairperson.

After considering both Parties' position, the Chairperson will determine if the assault/threat was avoidable or unavoidable. The decision of the Chairperson is final and binding.

The City will advise the Association of any employees who are subpoenaed related to an assault/threat.

Tentatively agreed to on June 12, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS

RE: FLEX BENEFITS

The Parties agree to meet within the life of the collective agreement to review options to implement flexible benefits.

The Parties may agree, in writing, to make changes to the medical/ health benefits provided for in Article 21, Article 22, & Article 23 of the collective agreement.

These changes may be implemented during the life of this agreement.

Tentatively Agreed to on June 8, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

SCHEDULE C of the Collective Agreement between the City of Winnipeg and the Winnipeg Association of Public Service Officers.

LETTER OF UNDERSTANDING: PROFESSIONAL FEES

~~Effective January 1, 2004 the~~ **The** City shall pay the cost of licenses and accreditations, including membership in professional organizations incurred ~~on or after January 1, 2004,~~ that are required by the City as a condition of employment. It is understood and agreed that the City may undertake a review of all conditions of employment relating to licenses and accreditations and, at its sole discretion, may delete such requirements from job specifications and job descriptions.

Deletion of such requirements shall be deemed to be effective when the City provides the Association written notice specifying the job classification affected and the license or other accreditation that is no longer considered a condition of employment. It is understood that the City shall not exercise its discretion in an arbitrary, discriminatory or unfair manner.

Tentatively Agreed to on June 23, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg

SCHEDULE G of the Collective Agreement between the City of Winnipeg and the Winnipeg Association of Public Service Officers

LETTER OF UNDERSTANDING: INTERN PROGRAM AND RATES

It is understood and agreed that the City may implement a City of Winnipeg Internship Program following consultation with the Association. A Joint Committee comprised of an equal number of representatives of the City and Association shall meet during the term of this Agreement to review the status of persons employed as Interns, their positions and the nature of work to be performed under the Program. The Joint Committee shall review the Program and make recommendations to the City prior to renewal of the Program thereafter.

The purpose of the Program is to provide meaningful training and development opportunities for various groups including recent graduates of recognized post-secondary programs. It is hereby agreed that:

- The work to be performed by interns is additional to the work regularly performed by members of the Association.
- It will not result in any reduction in the number of WAPSO rated positions.
- Such work necessarily involves a significantly lower level of responsibility than that required in the performance of current WAPSO rated work.
- The intern rate of pay shall be sixty-five percent (65%) of the lowest rate provided in the WAPSO Collective Agreement in the first year of employment and seventy percent (70%) in the second year.
- The following provisions of the collective agreement do not apply:
    - Article 7-16 (Sick Pay Regulations – Severance Pay),
    - Schedule H (Reduction in Staffing Levels – formerly Schedule J),
    - Schedule D (Managerial Recognition Clause),
    - Schedule J (Overtime) shall not apply with respect to Interns. [2017]
- The Collective Agreement provisions respecting posting and promotions will apply.
- No person who is employed in the Internship Program and has received the Intern rate will be guaranteed continued employment with the City.
- In no instance will the term employment of an Intern exceed two (2) years unless otherwise agreed to by the City and Association.
- In the event that there is a dispute between the City and Association with respect to administration of the Program, the matter may be referred to a Senior Steering Committee comprised of the ~~Chief Operating Officer (COO), the Director of Corporate Support~~ **Chief Corporate Services Officer (CCSO), the Director of Human Resource** Services and the President or designate of the Association for resolution. **[2020]**
- Notwithstanding the preceding, any member of the Association may grieve according to Article 15 of the Collective Agreement, any matter relating to this Program.

Tentatively Agreed to on June 22, 2020

Katie Haig-Anderson
Winnipeg Association of Public Service Officers

John H. Dawson
City of Winnipeg