THE CITY OF WINNIPEG

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

MEMORANDUM OF AGREEMENT

MARCH 1, 2021 to FEBRUARY 28, 2025

Errors and Omissions Excepted

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

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg and the Canadian Union of Public Employees, Local 500 (CUPE) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and CUPE agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired February 28, 2021 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

March 1, 2021 — February 28, 2025 (48 months)

3. General Wage Increase

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

Effective March 1, 2021 – 1.70% *
Effective March 1, 2022 – 1.00% *
Effective December 31, 2022 – 1.50% *
Effective March 1, 2023 – 1.50%
Effective December 31, 2023 – 1.50%
Effective March 1, 2024 – 1.50%
Effective September 1, 2024 – 1.50%

*To be paid retroactively (as necessary) to all employees who are bargaining unit members on the date of ratification.

4. Signing Bonus

Every employee who is a member of the bargaining unit on the date that the tentative agreement is ratified shall receive a single payment in the amount of nine hundred dollars

($900.00) less normal deductions. This payment shall be made by the City to eligible employees as soon as possible after the date of ratification.

5. Salary Adjustments – Mechanics

Increase wages of vehicle mechanics [applies to Mechanic Light Vehicle (Job Code 1635), Mechanic Garage 1st Class (Job Code 1621), and Mechanic Lead Heavy Duty Equipment (Job Code 1637)] by $2.00 per hour over the life of the Collective Agreement as follows:

- Increase rates by $1.00 per hour effective January 1, 2023
- Increase rates by $0.50 per hour March 1, 2024 and a further $0.50 per hour September 1, 2024

For clarity, general wage increase will be applied to wages before the special wage adjustment is applied.

Any increases made under this provision shall be taken into account by the Special Wage Adjustment (SWA) Fund working group when considering these classifications for any further special wage adjustments.

6. New Letter of Understanding (LOU) Creating a Special Wage Adjustment (SWA) Fund #1

New LOU to be included in the Collective Agreement creating a fund of four hundred thousand dollars ($400,000.00) to be used for special wage adjustments for selected classifications (Concrete Finisher, Foreman series, Trades classification and Wastewater Treatment Operators), beginning January 1, 2023.

7. New Letter of Understanding (LOU) Creating a Special Wage Adjustment (SWA) Fund #2

New LOU to be included in the Collective Agreement creating a fund of one million dollars ($1,000,000.00) to be used for special wage adjustments for selected classifications (311 CSRs, Instructor Guards, Recreation Technicians B/C, Library workers, and any other classification mutually agreed to between the parties), beginning January 1, 2024.

8. Gender-Neutral Language

The parties will amend the Agreement to incorporate gender-neutral language throughout the Collective Agreement.

9. New Letters of Understanding

Addition of new LOUs creating a Grievance Process Oversight Committee, creating a Labour Market Issues Advisory Committee, and providing for future discussions on Flex Benefits.

10. Wellness Days

Family Illness Leave is replaced with three (3) Wellness Days per year, charged against accumulated sick leave.

11. Amendments to the Collective Agreement — Appendix A

Article 1 –	Definitions
Article 3 –	Respectful Workplace
Article 4 –	Employment Security
Article 6 –	Classification of Employees
Article 8 –	Information to be Provided
Article 11 –	Health and Safety
Article 12 –	Filling of Vacancies
Article 13 –	Discipline
Article 14 –	Rates of Pay
Article 15 –	Premium Payments
Article 16 –	Pay Days and Pay Cheques
Article 18 –	Overtime
Article 19 –	Notice of Lay Off and Reduction in Hours of Work
Article 20 –	Seniority
Article 22 –	Sick Pay Regulations
Article 24 –	Public Holidays
Article 25 –	Vacations
Article 26 –	Benefits
Article 27 –	Technological Change
Article 28 –	Labour Management Committee (Protective Clothing, Tool Insurance, etc.)
Article 31 –	Grievances
Article 35 –	Leave of Absence
Article 37 –	Reasonable Accommodation
Article 39 –	Tool Allowance
Article 42 –	Car Allowance
Appendix 1 -	Re: Articles 12-4, 12-8 and 20-6
Appendix 2 -	Re: Articles 12-2 and 12-6
Appendix 3 -	Re: List and Order of Arbitrators

12. LETTERS OF UNDERSTANDING

Amend:

Letter of Understanding Re:	Deferred Salary Leave Plan
Letter of Understanding Re:	Change Initiatives
Letter of Understanding Re:	Seasonal/Temporary Staff
Letter of Understanding Re:	Equity, Diversity and Inclusion
Letter of Understanding Re:	Article 12-3 and Part-Time Employees – Library Service Division
Letter of Understanding Re:	Respectful Workplace

Renew:

Letter of Understanding Re:	Compressed Work Week
Letter of Understanding Re:	Education, Training and Staff Development and Employee Wellness
Letter of Understanding Re:	Flexible Working Hours

Letter of Understanding Re:	**Safety Regulations and Policy, and the Potential Disciplinary Action Arising from Infractions**
Letter of Understanding Re:	**Banking of Shift Premium**
Letter of Understanding Re:	**Use of Recreational Facilities**
Letter of Understanding Re:	**Redeployment**
Letter of Understanding Re:	**Unit Presidents**
Letter of Understanding Re:	**Protective/Safety Clothing and Equipment**
Letter of Understanding Re:	**LTD Employee Wellness**
Letter of Understanding Re:	**Indigenous Relations**
Letter of Understanding Re:	**Criminal Record Check**
Letter of Understanding Re:	**Internships**

Add:

Letter of Understanding Re:	**Grievance Process Oversight Committee**
Letter of Understanding Re:	**Creation of a Special Wage Adjustment Fund**
Letter of Understanding Re:	**Special Wage Adjustments #2**
Letter of Understanding Re:	**Labour Market Issues Advisory Committee**
Letter of Understanding Re:	**Flex Benefits**

Agreed this 20th day of October 2022.

FOR THE CITY OF WINNIPEG

Allan Beach
Senior Manager of Labour Relations and Negotiation Services
City of Winnipeg

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

Alex McClurg
CUPE National Representative

APPENDIX A

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

ARTICLE 1 – DEFINITIONS

Amend definitions as follows:

Department Head means the **Executive Authority of a Department or designate as determined by said Executive Authority** ~~Department Head, Director, General Director or Manager, as the case may be, of the relevant department, division or such other group designation as the context in any particular case may permit or require.~~

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

Add new definitions as follows:

Gender Neutral Language In an attempt to recognize all that encompasses gender neutrality the utilization of they, theirs, and them will be utilized within the body of the Collective Agreement.

Medical Practitioner 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

Written Communication Unless expressly stated otherwise, where any Article herein requires notice in writing or written communication, email will be considered a satisfactory form of written communication or notice for such purpose.

ARTICLE 3 - RESPECTFUL WORKPLACE

Amend Article 3 as follows:

3-1 The City and the Union jointly affirm that every employee in the Civic Service shall be entitled to a respectful and safe workplace. The environment must be free of behaviours such as discrimination, harassment **including but not limited to any form of bullying**, **gender, racial and sexual harassment,** disruptive workplace conflict, disrespectful behaviour, and violence in the workplace.

Everyone has a responsibility to set a positive example and behave in a manner which will not reasonably offend, intimidate, embarrass or humiliate others, whether deliberate or unintentional.

The principal of fair treatment is a fundamental one and both the City and the Union 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*.

3-2 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.

a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen 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 **or causes a hostile work environment**;
- actions that invade privacy or personal property or unwelcome gestures; and
- display or distribution of printed or electronic material that offends.

b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

c) 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 **may take place in person and/or electronically and** includes:

- verbal abuse;
- actions such as touching or pushing;
- comments such as jokes and name calling; or bullying
- displays such as posters and cartoons; or
- abuses of power such as threats or coercion;
- **severe conduct that negatively affects a worker's psychological or physical well-being.**

d) Sexual harassment as defined by *The Human Rights Code*, is unwelcome sexually oriented conduct, which may be:

- **A series of objectionable and unwelcome sexual solicitations or advances.**

- **A sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.**
- **A reprisal or threat of reprisal for rejecting a sexual advance or solicitation.**

Sexual harassment is based on sex, gender (how one identifies including gender identity or expression or gender-determined characteristics) or sexual orientation. Sexual harassment can also refer to behavior that creates or permits a sexualized or sexually charged negative work atmosphere.

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

It is understood by the parties that additions or amendments to the above-noted characteristics shall be in accordance with changes in the *Manitoba Human Rights Code*. In the event such changes would result in a reduction of the characteristics then the ones stated above shall be maintained.

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 Union.

f)~~e)~~ Workplace violence is a threat that may include but is not limited to any act, gesture or statement that may be interpreted as threatening or potentially violent. ~~A violent act is one that causes or may cause physical harm to persons or damage to property.~~

Under the *Manitoba* Workplace Safety and Health Regulation, "violence" means:

- **The attempted or actual exercise of physical force against a person.**
- **Any threatening statement or behavior that gives a person reasonable cause to believe that physical force will be used against the person.**

3-3 If the Respectful Workplace Article is not being followed, the process outlined in the Letter of Understanding Re: Respectful Workplace will apply.

ARTICLE 4 – EMPLOYMENT SECURITY

Amend Article 4-2 as follows:

4-2 During the life of this Agreement, no permanent employee shall be laid off provided they accept any reasonable offer of alternative employment made by the City. This provision shall expire on **February 28, 2025.**

ARTICLE 6 - CLASSIFICATION OF EMPLOYEES

Amend Articles 6-2 and 6-3 as follows:

6-2 The Union shall be notified in writing of all new positions, reclassifications or revisions of present positions. All terms covered by this Agreement with respect to all new positions, reclassifications or revisions of present positions, shall be subject to negotiation between the City and the Union and in the event of disagreement, the dispute may be submitted to the Appeal Board as defined **below** ~~in Article 1~~.

The Appeal Board referred to in this Agreement shall consist of four members. Two of these will be appointed by the Union, and two by Management. In those cases, pursuant to Article 23-1 where agreement cannot be reached, the matter shall be referred to the Chief Administrative Officer and his or her decision shall be binding on both parties. In those cases, pursuant to Article 6 where agreement cannot be reached, the matter shall be referred to the Arbitrator in accordance with Article 6 of the Agreement.

6-3 The party submitting a dispute to an Appeal Board shall notify the other party, by ~~registered mail~~ **email**, of its two nominees. The party receiving such notice shall, within 30 working days of receipt, notify the other party of its two nominees by ~~registered mail~~ **email**. The Appeal Board shall meet as required and render its decision within 45 working days of the appointment of the final two members. These time limits may be extended by mutual agreement between the City and the Union.

ARTICLE 8 – INFORMATION TO BE PROVIDED

Amend Article 8 as follows:

8-1 The ~~City~~ **Labour Relations Division** shall **provide** ~~make available to~~ the Union, ~~on request,~~ **a list of** ~~information required by the Union such as~~ job descriptions, positions in the bargaining unit, wage rates, and currently assembled financial and actuarial information pertaining to pension and benefit plans **in January and July of each year. Such list shall be submitted electronically at any time during the aforementioned months.**

8-2 The Union shall **provide** ~~furnish~~ the **Labour Relations Division** ~~City~~, **in January and July** ~~by March 31st~~ of each year, with a list of the officers of Local 500 including the stewards in each of the civic departments, divisions and branches where applicable. **Such list shall be submitted electronically at any time during the aforementioned months.**

8-3 The Labour Relations Division shall provide the Union a list of City Directors, Managers, Supervisors and Foreman in each of the Civic Departments, Divisions and Branches where applicable in January of each year. Such list shall be submitted electronically.

ARTICLE 11 – HEALTH AND SAFETY

Amend Articles 11–1 b) and 11–3 as follows:

11-1 b) Departmental Joint Health and Safety Committees will develop and **provide recommendations to management with respect to workplace health and safety procedures**. ~~and implement policies with respect to working in the cold and heat~~.

11-3 Where it is deemed necessary by the Department Head, the City agrees to establish a Departmental Safety Committee in each department of the civic service which will consist of employee and management representatives in numbers authorized by the Department Head.

Employee representatives shall be appointed by the Union and management representatives shall be appointed by the Department Head or designate.

Departmental Joint Health and Safety Committees members shall be provided yearly training based on legislative requirements.

ARTICLE 12 – FILLING OF VACANCIES

Amend Articles 12-9, 12-11 and 12-12 as follows:

12-9 Employees on vacation or leave of absence including compensation or sick leave ~~must~~ **may utilize PeopleSoft to review and apply to bulletined positions.**

Alternatively, employees can indicate to their Department Head or designate, on a special form provided by the Department that they are interested in any specified vacancies that may occur during their absence. They will then be considered as an applicant for any vacancy in the specified position that may be bulletined in their absence.

12-11 Within 15 working days of an appointment, the Department Head **or designate** shall write to the Union and all applicants to a bulletined vacancy notifying them of the name, department and relevant seniority dates of the successful applicant to the bulletin. **For positions filled by appointment, the Department Head or designate shall notify the Union in writing of the name and seniority date of the appointed employee.**

12-12 **Permanent e**mployees, **part-time employees in the Library Services Division, part-time employees in the Recreation Services Division and seasonal employees who have obtained classification seniority who accept another position within the CUPE bargaining unit** ~~transferred or promoted within their Department, or from one department to another department~~, shall retain seniority rights in the position which they held prior to such transfer for a ~~period of~~ six **working** months **suitability period**.

During this six **working** month**s suitability period** they may return to their former position at their own request or at the request of Management, if found unsuitable, without loss of seniority or other accumulated rights, except for promotions which may have taken place during their absence and were dealt with in accordance with the provisions of this Collective Agreement. **In the case of part-time employees in the Recreation Services Division they shall have the right to bid in the next canvas or hours selection utilizing their retained seniority rights.**

For clarity, all other non-permanent employees who accept another position within the bargaining unit do not have a right to return to their former position.

ARTICLE 13 – DISCIPLINE

Amend Articles 13-2, 13-4 and 13-5 as follows:

13-2 For employees who have completed their probationary period, the Department Head or designate may temporarily suspend, without pay, the employee pending a full investigation in cases of personal misconduct. **The employer shall conduct such investigation in a timely manner without unreasonable delays.** In other cases, disciplinary action, including suspension or discharge, will take place only after a full investigation.

Upon request and subsequent to a disciplinary meeting, the Employer will share with the Union the evidence of misconduct relied upon to impose discipline, in the event such evidence exists in a manner that can be shared.

For the purpose of this Article and notwithstanding the information shared as part of arbitration disclosure, this shall not include internal advice, recommendations, analyses, consultations or internal investigation notes.

13-4 An employee shall have the right to Union representation ~~and provided with reasonable notice and Union contact information~~ when the meeting with the employer is for the purpose of discipline **or may lead to discipline, such as seek to understand, discovery, investigation, respectful workplace, attendance support management and health and safety meetings**. ~~The responsibility to arrange Union representation rests with the employee~~. **The City shall provide reasonable notice to both the Union Unit President and the employee in advance of the meeting and indicate its nature. The Union Unit President will be responsible to make representation arrangements for the employee and inform the City accordingly.**

The City will endeavour to schedule such meeting during the hours of work of the designated Union Representative.

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

Add new Article 13-7 as follows:

13-7 The principles of progressive discipline will apply to disciplinary action taken against an employee and the level of same may vary based on the nature of the situation.

ARTICLE 14 - RATES OF PAY

Amend Article 14-1b), 14-3 and 14-6 as follows:

14-1 b) The Salary Schedule may be changed for individual employees or groups of employees **or a position to address recruitment and retention issues** as a result of negotiations between the City and the Union and after authorization by Council or the Chief Administrative Officer or designate.

14-3 Employees are eligible for annual increments on the basis of merit. For this purpose, each employee shall **receive feedback** ~~be rated~~ on job performance prior to the end of **their anniversary date** ~~each year~~. Increments shall be awarded based on satisfactory work performed by the employee during the previous year and upon approval of the Department Head or designate.

14-6 ~~Each employee will be rated on job performance prior to the end of each year. These ratings will be the basis of awarding increments and of determining the employee's eligibility for promotion, along with job or aptitude tests, etc. where applicable. Ratings will be conducted as follows:~~
Feedback, as stated in Article 14-3, will be provided as follows:

i) The Corporate Support Services Department will provide each Department with rating forms and assist the Department in completing them, if required.

ii) One copy will remain with the Department; one copy will be sent to the Corporate Support Services Department.

iii) If an employee's general rating is unsatisfactory, the Department Head or designate will discuss the matter with the employee with a view to improving the employee's job performance.

iv) If any significant factor in the rating is below average, or if there has been a change from the employee's previous rating, the Department Head or designate will discuss the matter with the employee.

v) Employees have the right to see their rating form if requested of the Supervisor, Department Head or designate.

ARTICLE 15 - PREMIUM PAYMENTS

Amend Article 15-1 as follows:

15-1 a) A shift premium of **one dollar and thirty cents ($1.30**) per hour will apply for evening and night shift work, as apart from overtime work, for the full period of the shift, provided that the majority of the hours worked are between the hours of 4:00 p.m. and 8:00 a.m., otherwise no shift premium is paid.

b) A shift premium of **one dollar and thirty cents ($1.30)** per hour will apply for hours worked during the day shift on Saturday and Sunday as apart from overtime work.

ARTICLE 16 – PAY DAYS AND PAY CHEQUES

Add new Articles 16–4, 16-5 and 16-6 as follows:

16-4 The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report union dues remitted on a T-4 slip in the future.

16-5 The Local shall be notified of all annual orientation sessions and Unit Presidents shall be granted time off to attend those orientation sessions of employees to a maximum of 30 minutes per session during which time the Employer's representative shall not be present.

16-6 Information related to Legislative Disclosure

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing as soon as administratively feasible but no later than fifteen (15) working days of the Union requesting any such information.

ARTICLE 18 – OVERTIME

Amend Articles 18-4 and 18-12 follows:

18-4 **Banked Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate, at a time mutually agreed upon by the employee and employer, provided that time off is requested in writing to the appropriate supervisor at least two weeks in advance or less if approved by the employer. If such time cannot be mutually agreed upon, the employee shall be paid the appropriate overtime rate. Overtime may not be carried into the next fiscal year and the maximum number of hours that may be taken in a fiscal year as time off is **100** ~~80~~ hours. All other overtime hours shall be taken as pay. ~~[2016]~~

18-12 **Sharing of Overtime**

When overtime work is required, the City agrees to the dividing of hours of overtime, where practical, **equitably** among employees who normally perform the available work.

Should any concerns arise regarding equitable overtime sharing, the City will provide, upon request, a record of overtime hours to the Union in order to provide an opportunity for early resolution.

Employees on vacation leave will only be considered for overtime if they provide written notice of their intent to be available. It is the sole responsibility of each employee to provide such notice to their immediate supervisor a minimum of seventy-two (72) hours prior to the beginning of each vacation period.

Employees on sick leave shall not be eligible to be contacted for overtime for a period of 24 hours from the start of their last missed shift. In addition, to accept overtime, employees must be fit for duty when contacted for overtime following the aforementioned 24-hour period.

ARTICLE 19 - NOTICE OF LAY OFF AND REDUCTION IN HOURS OF WORK

Amend Article 19-3 as follows:

19-3 ~~A permanent~~ **Any** employee, desiring to leave the service of the City shall~~, unless excused therefrom by the Department Head,~~ give **a minimum of 45** ~~60~~ days' notice thereof in writing **in the event of a retirement and a minimum of 14 days' notice thereof in writing in the event of a resignation.** ~~The City and Union agree that in all cases it is beneficial for employees to give as much notice as possible.~~

ARTICLE 20 - SENIORITY

Amend Articles 20-2, 20-3, 20-4 and 20-10 as follows:

20-2 Loss of Seniority

An employee shall not lose seniority if ~~he/she is~~ **they are** absent from work because of sickness, accident, layoff, or leave of absence approved by the employer.

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

a) ~~He/she is~~ **They** are discharged for just cause and is not reinstated;
b) ~~He/she~~ **They** resign**s** in writing;
c) ~~He/she~~ **They** terminate~~s his/her~~ **their** employment by being absent from work in excess of three days without sufficient cause or without notifying the employer unless such notice was not reasonably possible; and
d) ~~He/she is~~ **They are** laid off for a period longer than eighteen months. **Should such period be exceeded as a result of an irregular disruption of operational requirements such as a pandemic then it shall be addressed on a case-by-case basis.**

20-3 Employees shall be recalled to work in order of seniority. Any employee who has been laid off and fails to report for work when notified shall lose ~~his or her~~ **their** seniority rights unless such failure to report is due to sickness, compassionate or other reasonable grounds**/explanation provided** and considered justifiable by the Head of the Department. **The Department Head shall consider each case on its merits.**

This provision shall not apply where intermittent work of short duration is involved **which is defined as less than ten (10) working days for the purpose of this Article.**

20-4 Employees laid off shall retain seniority ranking for re-employment for ~~20~~ **18** months after lay off, notwithstanding the provision for 63 days of work per year, unless they are offered employment and are not available or do not accept. If an employee's availability is affected by reason of sickness, compassionate, or other grounds considered justifiable by the Department Head, he or she shall not lose his or her seniority. This does not apply in the case of a dismissal

20-10 An employee's service date (not seniority date) will be adjusted for the purposes of benefit entitlement, to reflect periods of absence from the workplace except in the following instances:

- Sick Leave with Pay
- Sick Leave without Pay
- Long Term Disability
- Union Leave of Absence with Pay
- General and Education Leave (as per Article 35-10) Under One Month
- Unpaid Union Leave (as per Article 35-1[a]) Under One Month
- Workers Compensation
- Maternity Leave (of 20 weeks in duration or less)
- Parental Leave (of **63** ~~37~~ weeks in duration or less)
- P.I.P.P. Leave.
- **Compassionate Care Leave**
- **Interpersonal Violence Leave**
- **Critical Illness/Injury Leave as per the Employment Standards Code**

ARTICLE 22 - SICK PAY REGULATIONS

Amend Articles 22-1, 22-3 (add table for permanent employees only), 22-8, 22-12, and 22-14 as follows:

22-1 Sick Leave Defined

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

22-3 **Annual Paid Sick Leave**

Permanent Employees

At the beginning of each year every permanent employee will be credited with 15 sick day credits.

Employee sick leave will be awarded as follows in their first year of employment:

Month Entering Service	Days Earned
January	15
February	13.75
March	12.5
April	11.25
May	10
June	8.75
July	7.5
August	6.25
September	5
October	3.75
November	2.5
December	1.25

22-8 Delete language in Article 22-8 and replace with the following:

An employee shall be allowed to utilize a maximum of three (3) days per year of accumulated sick leave credits as wellness days.

Before taking a wellness day, the employee must give the City as much notice as is reasonable and practicable in the circumstances. Approval of wellness days shall be subject to operational requirements, and will not be unreasonably denied.

Wellness days may only be taken as paid time off, and will not be paid out. Wellness days are not subject to carry-over from year to year. Use of wellness days shall not be considered part of the employee's personal attendance record.

In the case of shift workers working in excess of eight hour shifts, one day constitutes all regular hours worked during a 24 hour period.

An employee's sick leave will not be reduced to less than at least one day paid sick leave for each subsequent full month of employment as a result of this entitlement.

22-12 Use of Overtime or Compensating Time

After he or she has exhausted all sick leave credits, an employee, upon submitting a written request to his or her ~~Department Head~~ **Manager**, may use, for bona fide sick leave purposes, any overtime or compensating credits or vacation credits available to him or her.

22-14 ~~Upon request to his or her immediate supervisor, the employee's sick leave record will be made available for him or her.~~

ARTICLE 24 - PUBLIC HOLIDAYS

Amend Articles 24-1 a) and 24-4 as follows:

24-1 a) **Paid Public Holidays**

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

1. New Year's Day
2. Journée Louis Riel Day
3. Good Friday
4. Easter Monday
5. Day fixed for celebration of Queen's Birthday
6. ~~Canada Day~~ **July 1**
7. Terry Fox Day
8. Labour Day
9. **National Day for Truth and Reconciliation**
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. Boxing Day

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

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

Furthermore, all such employees shall, apart from the compensation outlined above for regular work days falling on a holiday, have compensating time credits separate and apart from overtime, equivalent to the balance of the number of public holidays per year. When provided by Supplementary Agreement, the public holidays in excess of the one week which has been added to the regular holidays may be paid for. Time off in lieu of statutory holidays shall be granted at a time mutually convenient to the employee and Management. In cases where time off is not arranged prior to December 31st of any year, payment shall be made within 30 days following. **The exception to such process shall be for the Christmas Day and Boxing Day statutory holidays for which an employee's time off in lieu of statutory holidays shall be granted at a time mutually convenient to the employee and Management between January 1st and March 31st of the following**

year. In cases where time off is not arranged prior to March 31st, payment shall be made within 30 days following.

Except in cases of unforeseen circumstances, once such time off is agreed to it shall not be altered or cancelled unless by mutual agreement between the employee and Management.

Notwithstanding the provisions outlined above, any employee whose working hours are less than as outlined in Article 17 of this Agreement, and who does work on a public holiday, shall be entitled to compensation for work performed on the public holiday as follows:

a) Where employees have earned wages for part or all of each day of at least 12 days during the 30 calendar days immediately preceding the public holiday, then they shall be paid at a rate of double time for all hours worked on the public holiday and, in addition, they shall be paid their regular pay for the general holiday.

b) Where employees have not earned wages for part or all of each day of at least 12 days during the 30 calendar days immediately preceding the public holiday, then they shall be paid at a rate of double time for all hours worked on the public holiday.

ARTICLE 25 – VACATIONS

Amend Articles 25-1, 25-2 and 25-3 as follows:

25-1 Permanent Employees

With the intent of establishing April 30th as the date to which entitlement to annual vacation leaves of all permanent employees shall be computed, then all permanent employees shall accumulate vacation entitlement with pay as follows:

a) Permanent employees who have completed one or less than one year of service with the City on April 30th shall be entitled to annual vacation leave with pay in accordance with the following schedule.

~~SCHEDULE~~	
~~Date Entering Service~~	~~Vacation Entitlement~~
~~May 1st to May 15th of previous calendar year~~	~~15.0 Days~~
~~May 16th to June 15th of previous calendar year~~	~~14.0 Days~~
~~June 16th to July 15th of previous calendar year~~	~~12.5 Days~~
~~July 16th to August 15th of previous calendar year~~	~~11.0 Days~~
~~August 16th to September 15th of previous calendar year~~	~~10.0 Days~~
~~September 16th to October 15th of previous calendar year~~	~~9.0 Days~~
~~October 16th to November 15th of previous calendar year~~	~~7.5 Days~~
~~November 16th to December 15th of previous calendar year~~	~~6.0 Days~~
~~December 16th of the previous calendar year to January 15th of the current calendar year~~	~~5.0 Days~~
~~January 16th to February 15th of the current calendar year~~	~~4.0 Days~~
~~February 16th to March 15th of the current calendar year~~	~~2.5 Days~~

~~SCHEDULE~~	
~~Date Entering Service~~	~~Vacation Entitlement~~
~~March 16th to April 15th of the current calendar year~~	~~1.0 Days~~
~~April 16th to April 30th of the current calendar year~~	~~0.0 Days (6% Vacation Pay)~~

Month Entering Service	**Vacation Entitlement**
May	**15.0 Days**
June	**14.0 Days**
July	**12.5 Days**
August	**11.0 Days**
September	**10.0 Days**
October	**9.0 Days**
November	**7.5 Days**
December	**6.0 Days**
January	**5.0 Days**
February	**4.0 Days**
March	**2.5 Days**
April	**1.0 Days**

b) Permanent employees who will have accumulated at least 12 months of service in the current calendar year shall be entitled to annual vacation leave with pay in accordance with the following schedule:

Service at January 1st	Condition	Vacation Leave Entitlements	Available to schedule
Less than 36 months	Less than 4 years of service	3 weeks	May 1st
36 Months	Entering 4th year of service	4 weeks	May 1st
120 months	Entering 11th year of service	5 weeks	May 1st
240 months	Entering 21st year of service	6 weeks	May 1st

~~b) All permanent employees who have more than one year of continuous service on April 30th shall be entitled to three calendar weeks of annual vacation.~~

~~c) All permanent employees shall be granted four calendar weeks of annual vacation in the calendar year of their fourth anniversary of service and in each year thereafter.~~

~~d) All permanent employees shall be granted five calendar weeks of annual vacation in the calendar year of their 11th anniversary of service and in each year thereafter.~~

~~e) All permanent employees shall be granted six calendar weeks of annual vacation in the calendar year of their 21st anniversary of service and in each year thereafter.~~

c) ~~f)~~ If the number of months worked by employees in the year prior to a vacation period is less than 12 months, the vacation to which they are entitled in that vacation period shall be reduced proportionately to the number of months worked, calculated to the nearest half day.

d) ~~g)~~ For the purpose of computing annual holidays, when a temporary employee is confirmed as permanent, the total length of continuous service shall be used.

25-2 Temporary and Seasonal Employees

All temporary and seasonal employees who work at least a total of six months within a calendar year, or continuously, and who maintain their seniority in accordance with Article 20 - Seniority, shall be entitled to vacation with full pay as hereinafter provided.

Vacation Leave will be calculated based on regular hours worked each pay period based on the following:

Accumulated Service	Maximum Vacation Leave	Hourly Percentage
less than four years of actual service	3 Weeks	6%
4 Years of Service	4 weeks	8%
11 Years of Service	5 weeks	10%
21 Years of Service	6 weeks	12%

Employees reaching either 4, 11 or 21 years of service during the calendar year will require an adjustment to vacation leave earned during the calendar year in order to reflect the higher rate.

~~a) Temporary and seasonal employees who have accumulated less than four years of actual service shall earn annual vacation leave with pay computed as 15/12ths of the number of months worked in the current calendar year, calculated to the nearest half day.~~

~~b) Temporary and seasonal employees who have an accumulation of four years of actual service shall, during the calendar year when four years of service is completed and thereafter, earn an annual vacation calculated in each year on the basis of 20/12ths of the number of months worked in the current calendar year, calculated to the nearest half day.~~

~~c) Temporary and seasonal employees who have an accumulation of 11 years of actual service shall, during the calendar year when 11 years of service is completed and thereafter, earn an annual vacation calculated in each year on the basis of 25/12ths of the number of months worked in the current calendar year, calculated to the nearest half day.~~

~~d) Temporary and seasonal employees who have an accumulation of 21 years of actual service shall, during the calendar year when 21 years of service is completed and thereafter, earn an annual vacation calculated in each year on the~~

~~basis of 30/12ths of the number of months worked in the current calendar year, calculated to the nearest half day.~~

a) ~~e)~~ An employee having earned vacations as outlined ~~in Paragraphs (a), (b), (c) and (d)~~ above shall be entitled to said earned vacations during the year immediately following, in accordance with individual departmental holiday schedules.

b) ~~f)~~ ~~For the purpose of determining the number of months of service, 21 days shall constitute one month, 252 days shall constitute one year. Overtime hours shall not be used to determine vacations earned~~.

For the purpose of determining the number of months of service, an employee's regular hours will be pro-rated over 26 or 27 pay periods based on standard hours. For example: full service for an 8 hour employee would be 80 hours per pay period or 14 Days; 2080 hours for 26 pay periods would be the equivalent of one year.

Overtime hours shall not be **included in service calculations.** ~~used to determine vacations earned.~~

c) ~~g)~~ In order that employees remain eligible to receive vacations with pay, they shall be required to work a minimum of 63 days in each calendar year **(504 hours for an 8 hour employee)** subsequent to their initial qualifying period as provided in the foregoing.

25-3 Part-Time Employees

Part-time employees shall receive vacation pay in accordance with Article 25-2 on their biweekly cheques. ~~The issue of vacation leave for part time employees may be dealt with by Supplementary Agreement.~~

Part-time employees will receive Unpaid Vacation Leave at the same rate as Vacation Pay.

Vacation Pay and Unpaid Vacation Leave will be calculated based on regular hours worked each pay period.

Vacation Pay rates will be pro-rated via the following schedule:

Accumulated Service	Maximum Vacation Leave	Hourly Percentage
less than four years of actual service	3 Weeks	6%
4 Years of Service	4 weeks	8%
11 Years of Service	5 weeks	10%
21 Years of Service	6 weeks	12%

Unpaid Vacation Leave rates will be pro-rated via the following schedule:

Accumulated Service	Maximum Vacation Leave	Hourly Percentage
less than four years of actual service	3 Weeks	6%
4 Years of Service	4 weeks	8%
11 Years of Service	5 weeks	10%
21 Years of Service	6 weeks	12%

ARTICLE 26 – BENEFITS

Amend Articles 26-1(A), 26-1(B) and 26-1(C) as follows:

26-1 (A) Dental Plan

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

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

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

26-1 (B) Vision Care

The City of Winnipeg agrees to provide a standard Vision Care Plan for eligible employees and their eligible dependent(s), with 100% of the cost of the Plan to be paid by the City.

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

Maximum benefits payable under this Plan shall be:

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

ii) Effective June 17, 2015 the rates will be increased to one hundred and eighty-seven dollars and fifty cents ($187.50) per eligible person in a 24

month period and forty-five dollars ($45.00) for the cost of eye examinations in a 24 month period.

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

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

26-1 (C) Ambulance and Semi-Private Hospital Coverage

The City of Winnipeg agrees to provide standard Blue Cross Ambulance and Semi-private hospital coverage for eligible employees and their eligible dependent(s) with 100% of the cost of the coverage to be paid by the City.

Eligible seasonal employees shall be entitled to exercise their ambulance and semi-private hospital benefit rights during periods of layoff of less than six (6) consecutive months provided they are subject to recall.

ARTICLE 27 - TECHNOLOGICAL CHANGE

Amend Article 27-3 as follows:

27-3 Employees who are displaced will be given the opportunity to fill other vacancies related to their skills and qualifications according to their seniority in the Department. **Such process shall be conducted in accordance with the Letter of Understanding titled Redeployment.**

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE (Protective Clothing, Tool Insurance, etc.)

Amend Article 28 as follows:

The City and the Union agree that a committee consisting of ~~Management~~ **Labour Relations Managers and Human Resources Managers** ~~and~~ **as well as National** Union Representatives, **CUPE Local 500 Staff,** ~~and the~~ **CUPE Local 500 President and designated executive members** be appointed. ~~with equal representation from each to deal with all matters pertaining to protective/safety clothing and equipment, and tool losses. The parties agree that the appropriate lists and tool insurance as amended from time to time forms part of the Collective Agreement.~~

The committees shall meet on a quarterly basis, or more or less frequently upon mutual agreement, for the purpose of discussing and resolving matters of common interest on a city-wide level.

Additional attendees such as subject matter experts and/or other individuals identified as needed by either party may attend with prior notification given to the other party.

~~The parties agree that the protective/safety clothing and equipment lists, and tool losses are part of Article 28 and therefore fully enforceable under the terms and conditions as set out in the Collective Agreement.~~

Safety Clothing and Equipment

Effective January 1, 2023, the City will arrange to provide eligible employees required to wear safety footwear with an annual payment of **one hundred and forty dollars ($140.00)**. Eligibility will be determined on the same basis as for protective clothing and that being permanent employees as well as temporary and seasonal employees who work nine months or more in one year or any employee hired on or before January 1, 1995. Payments for eligible employees will be made in January where practicable.

Tool Insurance

Tool losses are subject to a twenty-five-dollar ($25.00) deductible. The City shall pay 100% of tool insurance.

The parties agree that the appropriate lists and tool insurance as amended from time to time forms part of the Collective Agreement.

The parties further agree that the protective/safety clothing and equipment lists, and tool losses are part of Article 28 and therefore fully enforceable under the terms and conditions as set out in the Collective Agreement.

ARTICLE 31 - GRIEVANCES

Amend Articles 31-1 as follows:

31-1 Should employees, subject to this Agreement believe they have been unjustly dealt with or that any of the provisions of the Agreement have been violated, they shall proceed with their grievance in the following manner.

All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified below may be extended by the mutual agreement of the parties as confirmed in writing.

Policy grievances and disciplinary grievances greater than a written reprimand and any other grievances impacting other employees aside from the Grievor may be submitted directly at Step 2 of the grievance procedure.

Step 1 – Problem Solving

a) Within ~~15~~ **20** working days of the event in question or the consequences of the event in question or from the time employees should reasonably have known of the occurrence of the event upon which the grievance is based or consequences thereof, the employees shall, with the assistance of a representative of the Union, if they so desire, take up the matter with their immediate Supervisor **or HR Manager. The parties will approach the resolution of grievances in a problem-solving manner. Should a resolution not be achieved during the aforementioned timeline, then a grievance may be filed within ten (10) working days.**

b) **Once a grievance has been filed at Step 1,** ~~T~~the parties **shall** ~~will~~ approach the resolution ~~of grievances~~ in a problem-solving manner **for a period of 10 working days.** For that purpose, any discussions and/or resolution of the grievance at this stage will be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Union and the City. ~~To that end, the Supervisor shall consult as he or she deems necessary and shall render his or her decision within five working days of such consultation.~~ **The Supervisor and/or HR Manager shall render their decision, in writing, within 10 working days after receiving the grievance.**

Step 2

Failing satisfactory settlement in Step 1, the Grievance Committee of the Union, or a staff representative of the Union shall, within 15 working days from the date the grievance **response** was ~~taken up~~ **received** ~~with~~ **from** the immediate Supervisor **or HR Manager**, submit to the Department Head a **formal** written statement of the particulars of the grievance and redress sought with a copy to the Labour Relations Coordinator.

A meeting will be scheduled on a case-by-case basis, if warranted based on new information relevant to the matter and shall be scheduled within 15 days of receiving the Step 2 grievance. The Step 2 grievance will be approached in a problem-solving manner.

The Department Head or designate shall render ~~his or her~~ **their** decision, in writing, with reasons, within 15 working days after receiving the grievance **or following a Step 2 meeting when same takes place.**

It is agreed by the Union and the City that written reasons are provided by the Department Head or designate for purposes of resolving grievances and are provided on a "without prejudice" basis.

Step 3

The parties agree that where satisfactory settlement is not reached in Step 2, the grievance may be processed further either under Step 3-A or under Step 3-B.

Step 3-A

The parties agree, for purposes of expediting the final resolution of grievances, that they may rely on the following procedures, or on the expedited arbitration provisions of the Labour Relations Act.

a) Failing satisfactory settlement of the grievance at Step 2, the Union shall, with 45 working days from the date the decision of the Department Head was received by the Union, refer the grievance to arbitration. The Union shall notify the City by registered mail.

b) Where arbitration is proceeded with on an expedited basis, in accordance with this Article, the Arbitrator will be appointed on a rotating basis from a list of five mutually agreed to arbitrators, which List of Arbitrators is attached to the Collective Agreement as Appendix "3".

c) The List of Arbitrators is to be maintained and utilized as follows:

   i) annually, any substitutions that are required will be made by mutual agreement of the parties no later than January 30th;

   ii) unless the parties agree otherwise, the Arbitrator appointed to hear the grievance will be in accordance with the order of arbitrators on Appendix "3"

d) It is the intention of the parties that in most instances legal counsel will not be used by the Union or the City at expedited arbitration. However, either the Union or the City may utilize counsel at arbitration upon providing the other party with written notice within 10 days of the Union informing the City of its intention to proceed to arbitration.

Step 3-B

Failing satisfactory settlement being reached in Step 2, the Union shall, within 45 working days from the day the decision of the Department Head was received by the Union, refer the grievance to arbitration in accordance with Article 32.

ARTICLE 35 - LEAVE OF ABSENCE

Amend Article 35-1, 35-3 a) and b), 35-5(5) and 35-6 i) and ii) and b) as follows:

35-1 Union Leave of Absence

a) Upon approval of the Department Head concerned, leave of absence, without pay, may be granted to employees to undertake full-time Union work ~~as staff representatives or as elected officers to CUPE Manitoba, the Manitoba Federation of Labour, the National Executive of CUPE, or any other affiliated labour organization~~, for any period not less than six or more than 12 months and shall be automatically renewed on expiry for a like period from time to time unless either party signifies intention in writing of its desire to terminate said leave of absence in

which case six months prior notice shall be given and the employee concerned may return to his or her position with the City on termination of authorized leave. Such leave will not affect an employee's seniority. In the case of sick leave credits, when employees return to the Civic Service, they shall be credited with the same amount of sick leave they had accumulated prior to their leave.

b) Upon approval of the Department Head concerned, leave of absence with pay may be granted to employees to attend ~~union schools, conferences, or conventions as official delegates; or to undertake full-time but limited term~~ Local 500 Union **related** work **and shall not be unreasonably denied. Requests unrelated to Local 500 Union work shall be addressed on a case-by-case basis and shall not be unreasonably denied.** Such employee shall receive ~~his or her~~ **their** rate of pay, including upgrades/acting pay and benefits as provided in the Agreement and the Union shall reimburse the City for all wages and costs of said benefits including the City's share of pension contributions paid by the City during the period of absence, such reimbursement to be made immediately on accounts being rendered by the City.

~~For purposes of this Article, "full-time limited term Local 500 Union work" shall mean undertakings directly applicable to industrial relations between the parties to this Collective Agreement.~~ Requests for such leave of absence shall be submitted in writing to the Department Head concerned and ~~shall specify the purpose of the leave and~~ the time period involved.

c) Leave of absence, with pay, shall be granted for any period of not more than 12 months when requested by the Union in the case of an employee who is elected President of the Union and may be renewed for a like period at the request of the Union, made not less than 30 days prior to the expiry of the said period. Such employee shall receive ~~his or her~~ **their** rate of pay and benefits as provided in the Agreement and the Union shall reimburse the City for all wages and cost of said benefits, including the City's share of pension contributions paid by the City during the period of absence, such reimbursement to be made immediately on accounts being rendered by the City.

d) During the period employees are on leave of absence, as provided in Paragraphs (a), (b) and (c) above, they shall remain eligible for promotion providing they are available when required by the Department.

e) Requests for union leave shall be made with as much advance notice as reasonably possible and shall be granted where operational requirements permit.

Where special or unusual circumstances prevent a minimum of three (3) working days' notice being given to the City, the request will still be considered. No request will be unreasonably denied.

f) Employees resigning or retiring from the City while on union leave shall receive all applicable compensation entitlements under the Collective Agreement. All calculations shall be based on the rate identified in g).

g) **The Union shall notify the City of the rate of pay for employees booked off in excess of six (6) months and as needed in the event of a pay rate change during the time off period.**

35-3 Bereavement Leave

a) An employee who has completed six months of service with the City in accordance with Article 20-1 shall, at **their** request be granted four (4) regularly scheduled consecutive work days of leave, without loss of salary or wages in the case of death of a parent, including step-parent, spouse, including registered common law **partner**, **siblings, step siblings** or child, including **foster child**, step-child and child of a registered common-law **partner**.

b) An employee who has completed six months of service with the City in accordance with Article 20-1 shall, at **their** request be granted up to two regularly scheduled consecutive work days of leave without loss of salary or wages for purposes of making arrangements for and/or attending a funeral in the case of death of a **spouse's parents**, including **parents** of a registered common-law **partner**, daughter-in-law, son-in-law, grandparent, **spouse's** grandparents, including grandparents of a registered common-law **partner**, grandchild, **siblings**-in-law including **siblings** of a registered common-law **partner**.

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

a) For the first week (to comply with new Employment Insurance regulations) an employee shall receive 93% of her weekly rate of pay.

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

c) All other time as may be provided under Article 35-5(4) shall be on a leave without pay basis.

d) Employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan.

e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

f) The allowance shall only be payable for the period she would otherwise be working and not on lay off.

35-6 Parental Leave

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

i) **Sixty- three (63)** ~~52~~ consecutive weeks of parental leave; or

ii) **Eighty-three (83)** ~~54 consecutive weeks~~ combined maternity and parental leave.

35-6 b) Parental leave must commence no later than **eighteen (18) months after** ~~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.

Add new Articles 35-13 and 35-14 as follows:

35-13 Critical Illness or Injury Leave

An employee shall be granted critical illness/injury leave without pay to provide care or support to a critically ill or injured minor child or adult subject to the following:

a) An employee who is a family member and has completed thirty (30) days of employment can take up to thirty-seven (37) weeks of leave within a fifty-two (52) week period to provide care or support to a critically ill child under 18 years old.

b) An employee who is a family member and has completed ninety (90) days of employment can take up to seventeen (17) weeks of leave within a fifty-two (52) week period to provide care or support to a critically ill adult.

c) The Employee shall notify the City in writing of the intended date the leave is to begin and anticipated date of return.

d) Employees must provide their employer with a doctor's note indicating that the family member is critically ill or injured and requires the care or support of the employee for a specified amount of time.

e) A family member for the purpose of this Article shall be defined as provided for in the Employment Insurance Act. (A family member includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship).

f) An employee may end their leave earlier than anticipated by giving the Employer one weeks' notice.

g) At the end of an employee's leave under this Article, the City shall reinstate the employee to the position the employee occupied when the leave began with no less than the benefits the employee earned immediately prior to the leave.

h) Leave granted under this clause shall be counted for the calculation of

service.

i) Sick leave credits will not accrue for any period of time the employee is absent on critical illness or injury leave.

35-14 Interpersonal Violence Leave

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of interpersonal violence, the employee shall be granted up to ten (10) days of leave with pay in a fifty-two (52) week period which may be used consecutively or on an intermittent basis, and up to seventeen (17) weeks of leave without pay in a fifty-two (52) week period which shall be taken in one continuous period.

A period of unpaid leave can be ended earlier than seventeen (17) weeks if the employee gives the City at least two (2) weeks' notice in writing before the day they intend to return to work, unless a shorter notice period is otherwise agreed to.

When taking paid days, employees must provide reasonable verification of the need for the leave. The City may require reasonable verification of the need for the leave from the employee for unpaid days of leave. The City recognizes that the form of verification may differ from person to person, depending on the individual circumstances of the employee requesting the leave. Employees must give the City as much notice to commence leave as may be reasonable in the circumstances.

Interpersonal violence includes domestic violence, sexual violence, and stalking.

This leave may be taken to relocate temporarily or permanently, attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security.

The parties understand interpersonal violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall not be disclosed to any other party without the employee's written agreement.

Under special circumstances a period of unpaid interpersonal violence leave may be extended beyond seventeen (17) weeks.

ARTICLE 37 – REASONABLE ACCOMMODATION

Amend Articles 37-4, 37-5 and 37-7 as follows:

37-4 To facilitate the placement of eligible employees, departments will maintain a list of eligible employees in order of date eligible for accommodation. Departments will endeavour to accommodate eligible employees within the department in accordance with the principles of reasonable accommodation, including modification of current position, placement into a suitable vacant position, modification of a vacant position or re-bundling of tasks between positions.

The Department will advise the Union of accommodations required and work jointly with the Union to facilitate the required accommodation.

If an accommodation cannot be made within the department a request for assistance will be sent to the **Diversity & Recruitment** ~~Corporate Diversity & Recruitment Support Services Department Staffing~~ Branch. After such request is made, the home department will continue to search for a placement within the department.

37-5 The Corporate Support Services Department Staffing Branch will maintain a list of all eligible employees for whom placement assistance has been requested, in order of date eligible to be accommodated. The **Diversity & Recruitment** ~~Corporate Diversity & Recruitment Support Services Department Staffing~~ Branch will endeavour to accommodate eligible employees throughout the City in accordance with the principles of reasonable accommodation as noted in Article 37-4.

The **Diversity & Recruitment** ~~Corporate Diversity & Recruitment Support Services Department Staffing~~ Branch may take into consideration performance ratings and appraisals as well as attendance records of the employee from other positions.

The **Diversity & Recruitment** ~~Corporate Diversity & Recruitment Support Services Department Staffing~~ Branch will advise the Union of accommodations required and work jointly with the Union to facilitate the required accommodation.

37-7 An employee who is accommodated in accordance with Article 37-4 or Article 37-5 above, shall be afforded seniority in accordance with the provisions of Article 20-6**5.** ~~The Department may, in accordance with Article 20-1(c) extend the probationary period of the employee for a period of up to 63 days.~~

If Management, during the six-month probation period determines that the employee who has been accommodated in accordance with Article 37-5 above does not meet the requirements of the position, it must provide two weeks of notice to the Corporate Support Services Department Staffing Branch of its findings, outlining reasons and steps taken to alleviate its concerns. If during the initial six-month probation period, employees accommodated in accordance with Article 37-5 above find the position unsuitable, they must provide two weeks of written notice to the Corporate Support Services Department Staffing Branch and Department Management, outlining their concerns.

ARTICLE 39 - TOOL ALLOWANCE

Amend the chart in Article 39 as follows:

Effective January 1, 2022 Tool Allowance rates are as follows:

CLASSIFICATION	TOOL ALLOWANCE
Mechanic Garage - First Class/Apprentice	$500
Mechanic Garage - Leading - First Class	$500
Mechanic Garage – Leading	$331.09
Mechanic - Industrial – Apprentice	$331.09
Mechanic - Industrial – Leading	$331.09
Instrument Technician	$254.68
Machinist - Apprentice	$254.68
Machinist - Leading	$254.68
Welder – Apprentice	$178.28
Welder – Leading	$178.28
Carpenter - Apprentice	$101.87
Carpenter - Leading	$101.87
Painter - Apprentice	$101.87
Painter – Leading	$101.87

ARTICLE 42 - CAR ALLOWANCE

Amend Article 42 2. as follows:

2. **Allowance Rates**

~~The following allowances apply to the Required and Occasional categories:~~
~~a) $0.50 per kilometre for the first 5000 kilometres within a calendar year.~~
~~b) $0.45 per kilometre for each kilometre thereafter within the same calendar year.~~

~~All future kilometre rates for the first 5,000 kilometres will reflect 96% of the maximum applicable Canada Revenue Agency (CRA) per kilometre rate. The rate for annual kilometres in excess of 5,000 will be set five cents ($0.05) below the rate for the first 5,000 kilometres unless the resulting rate exceeds the maximum allowed by CRA in which case the CRA maximum shall be payable. Automobile allowance rates will be updated in accordance with CRA rates and applied January 1 of every year.~~

The following allowances apply to the Required and Occasional categories:

a) The maximum per kilometre rate permitted by the Canada Revenue Agency

All future kilometre rates for the first 5,000 kilometres will reflect 100% of the maximum applicable Canada Revenue Agency (CRA) per kilometre rate. The rate for annual kilometres in excess of 5,000 will be set five cents ($0.05) below the rate for the first 5,000 kilometres unless the resulting rate exceeds the maximum allowed by CRA in which case the CRA maximum shall be payable. Automobile allowance rates will be updated in accordance with CRA rates and applied January 1 of every year.

APPENDIX 1

RE: ARTICLES 12-4, 12-8 and 20-6

Amend as follow:

Labourer
Skilled Labourer (to accrue seniority as Temporary Labourers)
Utility A
Utility 1
Clerk A
Technical Assistant
Laboratory Assistant
Office Cleaner
Locker Room Attendant 1
Instructor Guard ~~1~~
~~Library Page~~ **Library Shelver**
Recreation Technician A-~~D~~**C**
~~Recreation Technician E (temporary or part-time)~~
Parks Clerk Temporary 1 - 3
Arena Worker Casual
Museum Curator
Winter Sports Assistant
~~Cashier Casual~~ **Cashier Clerk**
Landfill Helper
Parking Lot Attendant
Bylaw Support Worker
Instructor
Kennel Attendant
Customer Service Representative 1
Temporary Commercial Meter Reader
Aquatics Instructor
Gardener 1

APPENDIX 2

RE: ARTICLES 12-2 and 12-6

Amend as follows:

Vacancies in the positions listed below will be bulletined City wide and applicants considered on the basis of bargaining unit seniority:

Appraiser I
Assessor I
Buyer I
Animal Service Officer I
Print Machine Operator Grade I/II
Operations Constable
Claims Adjuster I
Horticulture Technician

~~Librarian I~~
Accounting Technician I

APPENDIX 3

RE: LIST AND ORDER OF ARBITRATORS

Amend as follows:

John Korpesho

~~Arne Peltz~~ **Karine Pelletier**

Blair Graham, Q.C.

Michael Werier

~~Jeffrey Palamar~~ **Kris Gibson**

Letter of Understanding Re: Deferred Salary Plan

Amend as follows:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: DEFERRED SALARY LEAVE PLAN

Employees who have successfully completed their probationary period shall be entitled to participate in a Deferred Salary Leave Plan.

This Plan allows for employees to defer a portion of their salary to fund a leave of absence from the City of Winnipeg. The leave of absence shall not be less than six months and not more than 12 months. The only exception is for full-time attendance as a student at a designated educational institution where the leave shall not be less than three consecutive months.

The terms and conditions of the Plan are as outlined in the Salary Deferral Leave Plan as amended from time to time. The Union shall be advised of any changes. Upon request employees may receive a copy from either the Union or the Human Resource Services ~~Section of the Corporate Support Services Department of the City.~~

Letter of Understanding Re: Change Initiatives

Amend as follows:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: CHANGE INITIATIVES

PREAMBLE

The City and the Union are committed to providing the highest levels of service to all citizens with due consideration to maintaining civic employment.

The parties agree to continue to work together in a cooperative manner to manage change initiatives that would result in a reduction in staffing levels or the hours of work normally provided by current members of the bargaining unit, including departmental restructuring and work redesign. The City and Union shall address all such change initiatives involving CUPE members with due consideration for the Collective Agreement and the parties' longstanding practice of working together to avoid contracting out by pursuing internal efficiencies.

The parties agree to apply the following principles and processes in managing change initiatives:

PRINCIPLES

1. The sharing of relevant information and dialogue on matters of mutual interest including departmental budgets, change initiatives and Council established priorities in a timely manner.

2. Upon request, Civic Departments and the Union will meet twice a year to discuss all matters of mutual interest.

3. In recognition of the Union's interest in maintaining the efficiency of the work performed by its members, the Union may annually request a meeting with the Chief Administrative Officer, the Director of **Human Resources** ~~Corporate Support Services Department~~ and the Manager of Labour Relations to discuss such issues.

4. During the course of collective bargaining and until ratification of the Collective Agreement, the City affirms that it has no intention to contract out work beyond current levels.

PROCESS

Preliminary Notice

1. When considering contracting out initiatives, at its election, the City may give preliminary notice to the Union of its intent to consider the initiative along with a preliminary estimate of the potential number of positions that may be affected.

2. Effective the date of the preliminary notice under Part 1, the City may fill permanent positions that may be suitable redeployment options on a temporary basis. Suitability shall

be determined in accordance with the Letter of Understanding Re: Redeployment. The duration of the temporary fill shall not exceed twelve months unless the City provides formal notice as provided for in Part 6 below within twelve months of the preliminary notice under Part 1 herein. If the City does not provide notice pursuant to Part 6 within twelve months, all positions filled on a temporary basis shall be filled permanently without undue delay unless otherwise agreed by the parties.

3. If the City provides notice under Part 6 herein, it may continue to fill permanent positions on a temporary basis subject to the maximum number of employees to be redeployed giving consideration to appropriate classifications. Any permanent vacancies within the area under consideration for contracting out may be held vacant or filled temporarily at the City's discretion.

4. If the City elects to proceed with the contracting out initiative, any permanent positions filled on a temporary basis shall be available to redeploy affected staff in accordance with the Letter of Understanding Re: Redeployment. Any affected employees not redeployed into such temporarily filled positions shall remain subject to redeployment in accordance with the Letter of Understanding Re: Redeployment.

5. If the City elects not to pursue the contracting out initiative, any positions filled temporarily pursuant to the preliminary notice shall be filled permanently without undue delay. However, by mutual agreement of the parties, such positions may continue to be filled temporarily pursuant to preliminary notice respecting another contracting out initiative.

Formal Notice

6. The City shall provide a minimum of 90 days' written notice to the Union of its intention to contract out work currently performed by members of the bargaining unit, and such notice shall include a copy of the related business plan.

7. The Executive Policy Committee of Council shall meet with the Union (in-camera) within 45 days of the aforementioned notice to discuss the business plan and the Union's concerns regarding the impact on members of the bargaining unit.

8. During the term of the Collective Agreement, the Executive Policy Committee of Council and the Union shall have the authority to recommend changes to the Collective Agreement for specific change initiatives. Joint recommendations shall be referred for ratification to both City Council and the Local 500 Central Council.

9. In recognition of the Union's concerns, the Executive Policy Committee of Council, when requested, agrees to meet in-camera with CUPE in April and October of each year to discuss the following matters of mutual interest:

- Continued employment of Seasonal, Part-time and Temporary personnel;
- Staffing Levels;
- Business Initiatives;
- City Budgets; and
- Change Initiatives

10. When change initiatives are implemented that result in the reduction of staffing levels or reduce the hours of work normally provided by current members of the bargaining unit, the City shall, wherever possible, accommodate such changes through attrition.

11. Where such reductions cannot be dealt with through attrition, the City will make every possible effort to reassign the affected employee to an equivalent position at the comparable rate of pay in accordance with the City's past practice.

12. In those instances where such reassignments are not practicable, Articles 19 and 20 of the Collective Agreement and the Letter of Understanding Re: Redeployment shall apply. In all cases, the reassignment or redeployment of affected employees will be done in consultation with the Union to address such issues as seniority in the "new" positions and the "crossing" of seniority lines.

Letter of Understanding Re: Seasonal/Temporary Staff

Amend as follows:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: SEASONAL/TEMPORARY STAFF

1. Seasonal/temporary employees laid off by their own department shall be given first consideration for hiring by other civic departments who are hiring "off the street" for full-time temporary work in excess of one week that needs to be performed.

2. Laid-off seasonal/temporary employees will be eligible for employment with other civic departments by registering ~~at Corporate Staffing Branch, Main Floor - 510 Main Street.~~ **for the Corporate CUPE Laid-off Pool, through the Recruitment Services by emailing a resume to staffingsupport@winnipeg.ca**

3. Laid off employees who have registered **for the Corporate CUPE Laid-off Pool,** at ~~Human Resource Services~~ will be assigned to available work in other departments in order of bargaining unit seniority.

4. **In the event that an employee declines a work assignment from the CUPE Laid-off Pool then they will be placed at the bottom of the seniority order of the Corporate CUPE Laid-off Pool.**

5. No other employees shall have seniority rights for work assigned in accordance with Clause 3 and, as such, will not be allowed to bump junior employees assigned to this work. These employees may, however, register for additional work at **Recruitment Services** ~~Human Resource Services~~ and will be integrated into the list in order of bargaining unit seniority.

6. All employees accepting work in another civic department will be required to be available to work for the duration of the temporary assignment in the new department.

7. All seasonal/temporary employees shall be advised in writing of the procedures associated with registering for work at **Recruitment Services** ~~Human Resource Services~~ at the time of lay off.

8. Seasonal/temporary employees placed in other civic departments will be recalled to their own Department in accordance with Article 20 of the Collective Agreement.

   If an employee is working in another civic department at the time of recall, they shall either accept the recall or else forfeit all seniority rights for recall to their own department.

9. Should an employee work 126 days in another department they will have to either:

   i) return to their former department at that time; or

   ii) begin to accumulate seniority in the new department as of that date and forfeit all

seniority rights in their former department.

10. Where it is deemed necessary, the City may require an employee to demonstrate their fitness to perform the duties of the position in accordance with Article 34, but for purposes of this Letter of Understanding it is understood that the employee will not be required to pay for any associated costs.

Letter of Understanding Re: Equity, Diversity & Inclusion

Amend as follows:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: ~~EQUITY AND DIVERSITY~~ EQUITY, DIVERSITY & INCLUSION

The City and the Union agree to cooperate in creating a diverse workforce that is inclusive of all employees. The objectives of the **EDI Policy and Strategy include the following** ~~Program are~~:

a) to ensure that current and future employment systems are non-discriminatory;
b) to redress disparities in the City's present workforce distribution; thus pursuing a workforce composition which reflects workforce availability of ~~designated~~ **equity** group members in the City of Winnipeg; including the active recruitment and hiring of ~~designated~~ **equity** group members;
c) to prepare the organization for the increasing role ~~designated~~ **equity** group members will play in the workforce.

In order to facilitate the above, CUPE shall designate Liaison Officers who preferably identify with one or more equity groups to be the direct points of contact with the Equity Office.

The Liaison Officers will operate under but not limited to the following guidelines:

1. **The Liaison Officers shall meet with the Equity Office at a minimum of six (6) times per year but more frequently if deemed necessary as mutually agreed upon. Additional attendees such as subject matter experts and/or other individuals identified as needed by either party may attend with prior notification given to the other party. These meetings shall be initiated by either the Equity Office or the Union.**

2. **CUPE shall designate two (2) Liaison Officers.**

3. **Alternatively, the Employer shall designate up to two individuals from the Equity Office to be the direct point of contacts for the Liaison Officers.**

4. **The Liaison Officers shall make a priority of reporting all current EDI related areas of concerns affecting current bargaining unit members within six (6) months from the date of ratification. Same shall be done with the applicable department leaders to address those concerns.**

5. **No initiative of the EDI Liaison Officers that would impact the terms of the Collective Agreement shall proceed without the mutual agreement of the Union and the Employer.**

6. **Time off requests and compensation for the Liaison Officers shall be under the same terms and practice of Health & Safety Committee Members.**

~~To this end, the parties agree to work cooperatively in a Joint Committee with equal representation of CUPE and the City to pursue the above objectives. The mandate of the Committee as contained in the document entitled "Joint Equity and Diversity Committee Terms of Reference" dated November 18, 1997 is hereby incorporated by reference into this Letter of Understanding.~~

Letter of Understanding Re: Article 12-3 and Part-Time Employees

Amend as follows:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: ARTICLE 12-3 AND PART-TIME EMPLOYEES – LIBRARY SERVICE DIVISION

The parties agree to define lateral transfers for part-time employees as follows:

1. For part-time Library Service Division employees, lateral transfer will be allowed only after an employee has spent a minimum of twelve months in a position or a minimum of twelve months in a position after a lateral transfer, except where otherwise agreed between the City and the Union.

2. A transfer from a position with hours of work of fifteen hours or less weekly **summer hours** to another position with hours of work fifteen hours or less weekly **summer hours** shall not be considered a lateral transfer.

3. A transfer from a position with hours of work between 15.01 to 20 hours weekly to another position with hours of work between 15.01 and 20 hours weekly would be considered a lateral transfer.

4. A transfer from a position with hours of work between 20.01 to 25 hours weekly to another position with hours of work between 20.01 and 25 hours weekly would be considered a lateral transfer.

5. A transfer from a position with hours of work between 25.01 to 30 hours weekly to another position with hours of work between 25.01 to 30 hours weekly would be considered a lateral transfer.

6. A transfer from a position with hours of work between 30.01 to 34.99 hours weekly to another position with hours of work between 30.01 to 34.99 hours weekly would be considered a lateral transfer.

7. A transfer to a full-time position (35 hours weekly) will not be considered a lateral transfer as set out under this Letter of Understanding and under Article 12-3 of the Collective Agreement.

8. Employees in the Library Service Assistant 1-3 Series are considered one classification for seniority purposes. Employees moving from a Library Service Assistant 1/2 position to a Library Service Assistant 3 position will be considered a promotion in accordance with Article 12 of the Collective Agreement.

9. Management of the Library Services Division will review operational requirements, hours of service, number of employees, individuals holding multiple "packages", and other operational considerations to determine if the number of hours in part-time hours of work "packages" can be increased.

10. Both parties agree to meet ~~and~~ **to** review **and potentially amend** this Letter of Understanding ~~after twelve months~~ **as requested by either party as a result of any changes in operational requirements.**

~~**11.** This Letter of Understanding shall be considered on a trial basis only, and shall expire at the conclusion of the Collective Agreement.~~

Letter of Understanding Re: Respectful Workplace

Amend as follows:

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: RESPECTFUL WORKPLACE

1. **INTRODUCTION**

Keeping in mind the principles of a respectful workplace as outlined in Article 3, issues shall be addressed quickly and thoroughly. At any time, all individuals shall have the right to Union representation. Individuals have the right at any time, to file a grievance under Article 31 or to file a Manitoba Human Rights Commission complaint.

2. **PROCESS**

If Article 3 – Respectful Workplace has been violated, the following will apply:

Directly to Step 3

Depending on the nature of the incident, Management or the Union has the right to proceed directly to Step 3. All matters involving violence will proceed directly to Step 3. Most other situations will begin at Step 1.

Step 1 – Resolving the Problem on Your Own

Keeping in mind the principles of a respectful workplace, attempt to resolve the problem directly with the other party by:

- Raising the issue with the other party in a timely manner.
- Discussing the problem with them openly in an attempt to resolve the issue.
- Asking them to stop the offending behaviour.

If ~~you~~ **employees** want support or assistance in approaching the person, ~~you~~ **they** may consult ~~you're~~ **with their** supervisor, Union **Representative** ~~Steward, co-worker or~~ Departmental Human Resource Representative **and a support person.**

If the issue involves ~~you're~~ **their** immediate Supervisor, ~~you~~ **they** may contact the Departmental Human Resource Representative or ~~you're~~ **their** Union Representative. Discussions or resolutions in this Step are considered to be "without prejudice" to either party and will not be used by the parties at subsequent stages of this process or at other proceedings under Article 3.

If for any reason ~~you~~ **employees** are unable to approach the other person, or after approaching them, ~~you~~ **they** do not feel the problem has been resolved, proceed to Step 2.

Step 2 – Problem Solving

Employees will report the issue to ~~you're~~ **their** immediate Supervisor. ~~You~~ **They** may request the help of a Union Representative if ~~you~~ **they** wish. As soon as possible, the Supervisor will conduct an assessment and attempt to resolve the issue in a problem solving and educational manner.

If the issue involves their immediate Supervisor, they may contact the next level manager or Departmental Human Resource Representative, or proceed to Step 3.

~~If unresolved, proceed to Step 3.~~
If for any reason employees do not feel the problem has been resolved, proceed to Step 3.

Step 3 – ~~Resolution of Issue~~ Formal Complaint

Employees will complete the Respectful Workplace Complaint Form.
~~The immediate Supervisor or the Union Representative or the employee shall report the issue to the Manager or designate. The Manager, or designate, in cooperation with the Departmental Human Resource Representative shall attempt to resolve the issue. Both parties recognize that the resources being considered are sensitive to the employees' individual needs and culture. Such resources may include: coaching, mediation, EAP counselling, justice circles, or any other resources deemed appropriate.~~

Failing satisfactory resolution at this stage, ~~individuals~~ **the Union** may exercise ~~their~~ **its** rights under Article 31 — Grievances.

3. COMMUNICATION AND FOLLOW UP

Management will inform all parties **involved in the process, in writing,** of the progress of the issue during the course of its resolution. When the matter is resolved, Management will notify the parties **involved, in writing,** of its resolution as soon as possible and will quickly follow up with action required to restore and maintain a respectful workplace.

4. MALICIOUS OR VEXATIOUS COMPLAINT

Anyone filing a malicious or vexatious complaint under Article 3 may be subject to disciplinary action.

5. REVIEW

The City and the Union agree to meet no less than twice per year to review the viability of Article 3 and this Letter of Understanding. If both parties agree, changes can be made to this Letter of Understanding prior to the expiry date of the Collective Agreement.

6. PROCEDURAL GUIDELINES

a) Where applicable, formal complaints will be investigated in a trauma informed manner and take into account the intersectionality of any complainants or respondents.

b) **The Manitoba Human Rights Code and the Manitoba Workplace Safety & Health Act as it pertains to respectful workplace shall be respected throughout the process.**

(New) Letter of Understanding Re: Grievance Process Oversight Committee

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
RE: GRIEVANCE PROCESS OVERSIGHT COMMITTEE

The parties agreed to create a committee to be referred to as "Grievance Process Oversight Committee" upon ratification of this Collective Agreement.

The parameters of the committee are as follows:

Comprised of the following individuals:

- **Senior Labour Relations Manager**
- **Labour Relations Manager**
- **CUPE Local 500 President**
- **CUPE Local 500 Coordinator**

The committee will meet monthly at a minimum or more frequently as mutually agreed upon. Matters of concerns as it relates to the application of the new grievance process language will be brought forward to the committee and addressed accordingly.

The purpose of the committee is to ensure that the collaborative & problem-solving intent of the grievance language is respected.

Individual grievance issues will continue to be addressed under the parameters of the grievance process and will not be supplanted by this LOU.

The LOU will be of a 1-year term and can be extended if mutually agreed upon

(New) Letter of Understanding Re: Creation of a Special Wage Adjustment Fund

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: CREATION OF A SPECIAL WAGE ADJUSTMENT FUND

The parties agree to the creation of a Special Wage Adjustment Fund (the "Fund") as follows:

1) **The City shall allocate the sum of four hundred thousand dollars ($400,000.00) to the Fund, which shall be utilized to increase regular rates of pay of the following job classifications within the Collective Agreement:**

   a) **Concrete Finisher**
   b) **Foreman series**
   c) **Trades classification**
   d) **Wastewater Treatment Operators**

2) **A Working Group, consisting of two representatives from each of the Parties, shall meet to determine how to allocate the entire Fund to increase the 2023 regular rates of pay of job classifications contained within the salary schedule of the Collective Agreement.**

3) **The Working Group shall meet regularly to determine the manner of allocation of the Fund after ratification of the new Collective Agreement.**

4) **If the Working Group is unable to agree on a complete allocation of the Fund within six (6) months of commencing its work, they agree to appoint John Korpesho, or any other person subsequently agreed to by the Parties, as sole arbitrator responsible to allocate the unallocated monies in the Fund. The Parties may extend the time for the Working Group to complete its work by mutual agreement.**

5) **At the arbitration, each Party shall be entitled to make such presentations to the arbitrator as it deems appropriate as to what job classifications ought to receive the remaining monies in the Fund. The arbitrator shall make a decision after hearing such submissions, and shall allocate all of the remaining monies from the Fund to such classifications as the arbitrator deems appropriate. The decision of the arbitrator shall be final and binding on the parties.**

6) **Each Party shall be responsible for its own expenses. Expenses and fees of the arbitrator shall be shared equally by the Parties and will not be charged against the Fund.**

7) **All increases to regular rates of pay, whether by agreement between the Parties or as determined by the arbitrator shall be effective retroactive to January 1, 2023 and shall be added to whatever regular rates of pay is applicable to those classifications as of that date.**

New Letter of Understanding Re: Special Wage Adjustments #2

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: SPECIAL WAGE ADJUSTMENTS #2

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1. **The City shall allocate the sum of one million dollars ($1,000,000.00), which shall be utilized to increase regular rates of pay of the following job classifications, effective January 1, 2024:**

   a) **311 CSRs**
   b) **Instructor Guards**
   c) **Recreation Technicians B/C**
   d) **Library workers**
   e) **and any other classification mutually agreed to between the parties**

2. **A Working Group, consisting of two representatives from each of the Parties, shall commence meeting after ratification of the new Collective Agreement and shall endeavour to reach agreement on how the $1,000,000.00 shall be distributed among the above noted classifications to effect increases in their rates of pay.**

3. **If the Working Group is unable to agree on how the $1,000,000.00 will be distributed within six (6) months of commencing its work, they agree to appoint a sole arbitrator who shall be responsible for resolving the matter. The Parties may, by mutual agreement, extend the time for the Working Group to complete its work.**

4. **At the arbitration, each Party shall be entitled to make such presentations to the arbitrator as it deems appropriate as to what job classification(s) ought to receive a special wage adjustment from the $1,000,000.00 remaining, once any agreed to distributions have been taken into account. After hearing such submissions, the arbitrator shall render their decision on a special wage adjustment to such classification(s) as the arbitrator deems appropriate. The decision of the arbitrator shall be final and binding on the parties.**

5. **Each Party shall be responsible for its own expenses. Expenses and fees of the arbitrator shall be shared equally by the Parties.**

6. **All increases to regular rates of pay, whether by agreement between the Parties or as determined by the arbitrator shall be effective retroactive to January 1, 2024 and shall be added to whatever regular rates of pay is applicable to those classifications as of that date.**

New Letter of Understanding Re: Labour Market Issues Advisory Committee

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: LABOUR MARKET ISSUES ADVISORY COMMITTEE

WHEREAS: The City and the Union recognize that from time to time be there may be circumstances that create unusual recruitment and retention issues within the City's workforce;

WHEREAS: The City and the Union agree that there is a mutual benefit in minimizing or correcting these issues as they may arise; and

WHEREAS: The parties wish to work collaboratively on identifying these challenges and in making recommendations on how they might be remedied.

THEREFORE: The parties agree to the establishment of a Labour Market Issues Advisory Committee (the "Committee") as follows:

1. Within ninety (90) days of ratification of this agreement, the Committee shall meet and begin discussions aimed at:

   a) Identifying classifications within the CUPE bargaining unit where recruitment and/or retention has presented a challenge for the City;
   b) Determining the probable cause(s) of the recruitment and/or retention issue; and
   c) Formulating recommendations on how the issue can be effectively addressed.

2. The Committee may also consider emerging trends and labour market changes, and make prospective recommendations to mitigate the development of future recruitment and retention issues.

3. The Committee shall meet at least every six (6) months after its initial meeting to continue its work, or otherwise by mutual agreement of the parties.

4. The Committee shall be comprised of three (3) representatives from each of the parties. The City or the Union may invite additional people to attend on an *ad hoc* basis to assist the Committee in doing its work.

5. The Committee may make joint recommendations as contemplated in paragraph 1 or 2 to the Deputy CAO, who shall receive and consider such recommendations on behalf of the City.

6. Committee recommendations made to the Deputy CAO are non-binding. The Deputy CAO will nevertheless advise the Committee of the disposition of any recommendations made.

New Letter of Understanding Re: Flex Benefits

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF WINNIPEG AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
RE: FLEX BENEFITS

The parties agree to meet during the life of the Collective Agreement to review flexible benefits options should they be made available.

Following the review, the parties may agree to make changes to the benefits listed in Article 26 of the Collective Agreement.

Any changes agreed upon by both parties may be implemented during the life of this Agreement.