

**OFFER OF SETTLEMENT -  
MAY 11, 2015**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
– LOCAL 500**

**AND**

**THE CITY OF WINNIPEG**

**Presented on June 1, 2015**

**CUPE** / *Canadian Union  
of Public Employees*  
**Local 500**

ng/cope 342

UNION LABEL  
LOCAL 500

**OFFER OF SETTLEMENT  
THE CITY OF WINNIPEG  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500  
May 11, 2015**

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***ERRORS AND OMISSIONS EXCEPTED***

**1. General**

This offer of settlement is made by the City of Winnipeg on a without prejudice basis and the City specifically reserves the right to amend any or all of its proposals in the event that it is not accepted in full by the Canadian Union of Public Employees, Local 500.

- 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. Any retroactive wage increases pursuant to this Agreement shall not be payable to any employee who was dismissed for cause or voluntarily left the employ of the City between December 27, 2014 and the date of this Memorandum of Agreement.
- E. 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**

December 28, 2014 to the end of Pay Period 26, 2016 (date to be confirmed) (24 months)

**3. General Wage Increase**

The City shall increase all hourly rates in effect as follows:

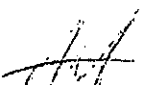
Effective Pay Period #1, 2015, (December 27<sup>th</sup>, 2014) – 2.00%  
Effective Pay Period #1, 2016, (December 27, 2015) – 2.00% (date to be confirmed)

**4. Benefits and/or Special Adjustments**

Effective the date of ratification increase Vision Care to the following:

For full time employees/dependants:

Effective the date of ratification 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.



**For Part Time employees/dependants:**

Effective the date of ratification 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.

**5. Amendments to Collective Agreement (Attached Appendix 1)**

- Article 4                      Employment Security
- Article 5                      Duration, Revision and Termination of Agreement
- Article 12                     Filling of Vacancies
- Article 13                     Discipline
- Article 22                     Sick Pay Regulations
- Article 26                     Benefits
- Article 28                     Labour Management Committee
- Article 35                     Leave of Absence
- Article 38                     Long Service Pay
- Appendix 1                  Re: Article 12-4
- Appendix 2                  Re: Articles 12-2 and 12-6
- Appendix 3                  List and Order of Arbitrators
- Salary Schedule             Classification Amendments

**7. LETTERS OF UNDERSTANDING**

**Renew:**

- Compressed Work Week – Assessment and Taxation
- Seasonal/Temporary Staff
- Flexible Working Hours
- Deferred Salary Leave Plan
- Equity and Diversity
- Safety Regulations and Policy, and the Potential Disciplinary Action Arising from Infractions
- Banking of Shift Premium
- Use of Recreational Facilities
- Redeployment
- Change Initiatives
- Respectful Workplace
- Protective/Safety Clothing and Equipment
- Students
- Electronic Pay Advice
- LTD Employee Wellness

**Revise:**

- Unit Presidents

- Education, Training, Staff Development and Employee Wellness

Add:

- Aboriginal Relations
- City Wide Seniority for Promotion
- Article 12-3 and Part Time Employees – Library Services Division
- Criminal Record Check

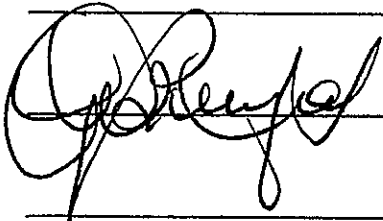
Delete:

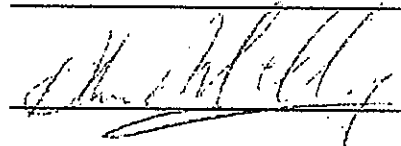
- Classification Review – Foreman Series - Delete

Agreed this day of *May 11*, 2015.

For the City of Winnipeg

For The Canadian Union of Public  
Employees, Local 500

  
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## City of Winnipeg/CUPE Negotiations

### Items Agreed

#### ARTICLE 4 – EMPLOYMENT SECURITY

**4-2** During the life of this Agreement, no permanent employee shall be laid off provided they accept any reasonable offer of alternative employment made by the City. This provision shall expire on ~~December 27, 2014~~ **December 24, 2016**.

#### ARTICLE 5 - DURATION, REVISION AND TERMINATION OF AGREEMENT

**5-1** This Agreement shall be binding upon the parties from ~~January 1, 2014~~ **December 28, 2014** until ~~December 27, 2014~~ **December 24, 2016** (the end of Pay Period #26, 2014 2016) and thereafter until replaced or terminated.

#### ARTICLE 12 – FILLING OF VACANCIES

##### Article 12-3 Lateral Transfer

**b)** For purposes of this Article, a lateral transfer is defined as a transfer to a position within the same classification, whether the position is permanent or temporary.

- i)** A temporary employee who is successful to a permanent position in the same classification will not be considered to have made a lateral transfer.
- ii)** An employee who is successful to a lateral transfer, and subsequently is returned to their former position by management during their probationary period, will not be considered to have made a lateral transfer.
- iii)** An employee who is successful to a lateral transfer, and subsequently voluntarily returns to their former position during their probationary period, must remain in their position for a minimum period of one year prior to applying for another lateral transfer.

**c)** Part time laterals transfers in the Library Services Division are defined in the Letter of Understanding Re: Article 12-3 and Part Time Employees – Library Services Division.

#### ARTICLE 13 – DISCIPLINE

**13-5** In the case of disciplinary action other than termination or suspension, the decision of the Department Head or designate will be final except that the Union will have the right to grieve under Article 31 starting at Step 3 of the grievance procedure.

~~13-6 In cases of suspension, the decision of the Department Head or designate will be final except that the Union will have the right to appeal to the Chief Administrative Officer or designate.~~

~~13-7 In cases of termination, the approval of the Chief Administrative Officer or designate is required. and the following procedure will be followed:~~

**Upon receipt of the recommendation for dismissal from the Department Head, the Chief Administrative Officer, or designate, will, within twenty (20) working days, write to the Union advising of the decision.**

~~a) The Chief Administrative Officer or designate will write to the Union advising when and where the matter will be dealt with.~~

~~b) The Union may make representation to the Chief Administrative Officer or designate at the scheduled time and place provided they request this in writing.~~

~~13-8 Where the decision of the Chief Administrative Officer or designate does not write to the Union as in 13-7 above, or if the decision of the CAO or designate is not acceptable, the Union may refer the matter to arbitration within 45 working days of receiving the decision, in accordance with Article 31 at Step 3 of the grievance procedure.~~

~~13-9 When a grievance has been filed concerning the suspension of an employee, the employee's wages will not be withheld until a decision has been made on appeal, by the Chief Administrative Officer or designate, except in cases of personal misconduct.~~

22  
**ARTICLE 23 - SICK PAY REGULATIONS**

**22-8 Illness of Family Members**

An employee shall be allowed to utilize a maximum of ~~four~~ **three** days per year of accumulated sick leave credits for the purpose of providing care for his or her spouse, child who is ill, including **stepchild** and child of a registered common-law spouse, parents, **stepparents** and parents-in-law, grandchildren, legal guardian or a person for whom the employee is the primary caregiver and permanently resides in the same household. *(NOTE: STEPCHILD and STEPPARENTS EFFECTIVE date OF RATIFICATION)*

Use of this provision shall not be considered part of the employee's personal attendance record. The parties agree that use of illness of family members will be as defined in Article 22-1 and subject to the terms and conditions specified in Article 22-13.

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.

*→ EFFECTIVE  
PP# 1-2016*

**ARTICLE 26 - BENEFITS**

26-1 (B) Vision Care

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

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

Maximum benefits payable under this Plan shall be:

- i) ~~for full-time employees/dependent(s) — two hundred and fifty dollars (\$250.00) per eligible person in a 24 month period and sixty-five dollars (\$65.00) for the cost of eye examinations in a 24 month period;~~

~~Effective January 1, 2012 (Pay Period #1, 2012) the rates will be increased to three hundred dollars (\$300.00) per eligible person in a 24 month period and seventy-five dollars (\$75.00) for the cost of eye examinations in a 24 month period.~~

~~Effective January 1, 2014 the rates will be increased to three hundred and fifty dollars (\$350.00) per eligible person in a 24 month period and eighty dollars (\$80.00) for the cost of eye examinations in a 24 month period.~~

Effective the date of ratification 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) ~~for part-time employees/dependent(s) — one hundred and twenty-five dollars (\$125.00) per eligible person in a 24 month period and thirty-two dollars and fifty cents dollars (\$32.50) for the cost of eye examinations in a 24 month period.~~

~~Effective January 1, 2012 (Pay Period #1, 2012) the rates will be increased to one hundred and fifty dollars (\$150.00) per eligible person in a 24 month period and thirty-seven dollars and fifty cents (\$37.50) for the cost of eye examinations in a 24 month period.~~

~~Effective January 1, 2014 the rates will be increased to one hundred and seventy-five dollars (\$175.00) per eligible person in a 24 month period and forty dollars (\$40.00) for the cost of eye examinations in a 24 month period.~~

Effective the date of ratification 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 1<sup>st</sup> and November 30<sup>th</sup> 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.

Effective January 1, 2004 eligible seasonal employees shall be entitled to exercise their vision care benefit rights during periods of layoff provided they are subject to recall.

## ARTICLE 26-2 – GROUP LIFE INSURANCE PLAN

### REPLACE CURRENT ARTICLE WITH THE FOLLOWING:

The Civic Employees' Group Life Insurance By-Law (By-Law No. 5644/91) must be consulted for the purpose of interpreting or applying the provisions of the Civic Employees' Group Life Insurance Plan (hereinafter referred to as the "Plan"). In accordance with the By-Law, the Plan is administered by The Board of Trustees of the Winnipeg Civic Employees' Benefits Program (Pension Fund). Information on the Plan is available by contacting the Winnipeg Civic Employees' Benefits Program. Any changes to the Civic Employees Group Life Plan will be communicated to the Union.

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

The Parties agree to meet within ninety (90) days of ratification of this Agreement to discuss protective clothing issues.

**NOTE: This will not be reproduced in the revised Collective Agreement**

## ARTICLE 35 - LEAVE OF ABSENCE

### 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 his or her request be granted four regularly scheduled consecutive work days of leave, without loss of salary or wages in the case of death of a parent, **including step-parent, wife, husband, spouse including registered common law spouse**, brother, sister, **step brother, step sister** or child, **including stepchild and including** child of a registered common-law spouse.

b) An employee who has completed six months of service with the City in accordance with Article 20-1 shall, at his or her 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 father or mother, mother-in-law, father-in-law**, including mother or father of a registered common-law spouse, daughter-in-law,



son-in-law, grandparent, ~~grandparent-in-law~~ **spouse's grandparents, including grandparents of a registered common law spouse**, grandchild, brother-in-law and sister-in-law including brother or sister of a registered common-law spouse.

c) In certain circumstances where the funeral is delayed, an employee may request to separate the days of leave to coincide with the date of service.

d) 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.

**35-4 Pallbearer Leave**

An employee who has completed six months of service in accordance with Article 20-1 shall be granted one-half day of leave without loss of salary or wages to attend a funeral as a pallbearer. Where circumstances warrant, such leave may be extended at the discretion of the Department Head, or designate.

NOTE: AMENDMENT TO HEADING ONLY

**Article 35 – LEAVE OF ABSENCE**

**35-5 Maternity Leave**

An employee may elect maternity leave under either Plan A or Plan B, depending upon which criteria she meets.

**35-5(1)PLAN A**

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

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

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

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

e) The City may, notwithstanding the above, vary the length of maternity leave upon



proper certification by the attending physician.

### **35-5(2)PLAN B**

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

- a) Have completed 12 continuous months of service with the City. Part-time and seasonal employees are eligible to apply for and receive Plan B in accordance with this Article.
- b) Submit to the Department Head an application in writing for leave under Plan B at least four weeks before the date specified by her in the application as the date on which she intends to commence such leave.
- c) Provide the City with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- d) Provide the City with proof that she has applied for Employment Insurance benefits and that Human Resource Development Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act of 2005.
- e) Must apply for and must be in receipt of Employment Insurance benefits before they can receive payments under the Plan. The Plan may provide for payments to an employee who is not in receipt of Employment Insurance benefits for the reason that the employee is serving the two week waiting period.

**35-5(3)** An applicant for maternity leave under Plan B must sign an agreement with the City to provide that:

- a) she will return to work and remain in the employ of the City for the equivalent of at least six months of full-time employment following her leave. For seasonal employees the equivalent of at least six months of full time employment following her leave, within two consecutive years; and
- b) she will return to work on the date of the expiry of her maternity leave and where applicable, parental leave, unless this date is modified by the City in accordance with Article 35-5(4)(c). For seasonal employees, she will return to work on the date of the expiry of her maternity leave and where applicable, parental leave, or when called back to work by the City if she has been laid off; and
- c) should she fail to return to work as provided under (a) and/or (b) above, she will be required to reimburse the City for the full amount of pay received from the City as maternity allowance during the entire period of maternity leave.

**35-5(4)** An employee who qualifies is entitled to a maternity leave consisting of:

- a) a period not exceeding 20 weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 35-5(2)(c); or
- b) a period of 20 weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 35-5(2)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that

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certificate.

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

**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 two weeks an employee shall receive 93% of her weekly rate of pay.

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

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.

**35-5(6)** During the period of maternity leave, the City will continue to pay its portion of pension, group life insurance, dental and vision care contributions based on the regular salary and regular contribution rates and provided the employee pays her regular contribution.

**35-5(7)** The employee returning to work after maternity leave **under Plan A or Plan B**, shall provide the City with at least two weeks of notice prior to the date of returning to work.

Employees who are permanent or who have been full-time temporary for a period of not less than two years shall, on return from maternity leave or combined maternity and parental leave, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the employer shall notify the employee and the employee shall exercise her rights as though she had remained on the job.

All employees not referred to above, including those who take leave in excess of that identified in 35-5(1), shall, at the discretion of the Department, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her position prior to her commencement of leave.

**35-6 Parental Leave**

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

- i) **52 consecutive weeks Parental Leave; or**
  - ii) **54 consecutive weeks combined Maternity and Parental Leave**
- a) The City will grant a leave of absence to any employee who has completed 7 months of service with the City for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to their Department Head for parental leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take maternity leave in which case the employee shall submit their application for parental leave at the same time as their application for maternity leave.
- b) Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.
- c) Parental leave shall be considered leave of absence without pay.
- d) Sick leave credits will not accrue for any period of time the employee is absent on parental leave.
- e) The employee returning to work after parental leave shall provide the City with at least four weeks of notice in writing prior to the date of returning to work except in the case of an employee taking more than 17 weeks of parental leave, in which case at least 12 weeks notice in writing shall be required.
- f) Employees who are permanent or who have been full time temporary for a period of not less than two years shall, on return from **parental** or combined maternity and parental leave, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the employer shall notify the employee and the employee shall exercise her/his rights as though she/he had remained in the job.
- All employees not referred to above, including those who take leave **in excess of that identified in 35-6**, shall at the discretion of the Department, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as her/his position prior to her/his commencement of leave.
- g) An employee on parental leave shall remain eligible for promotion providing the employee is available when required by the Department.

**Article 35 – LEAVE OF ABSENCE****35-8 Jury or Court Witness Duty**

The City shall grant leave of absence without loss of pay and without loss of seniority, to an employee who is subpoenaed as a witness or is required to serve as a juror in any court proceeding **other than a court proceeding occasioned by the employee's personal affairs**. The employee will turn over to the City the payment he or she received for such services, excluding payments for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

**ARTICLE 38 - LONG SERVICE PAY**

All employees covered by this Agreement shall receive service pay for each month of actual service employment as hereinafter provided. The service pay shall be paid annually on or before Pay Period #26 in the current year, except for seasonal employees who shall be paid in January of the year following entitlement.

For the purposes of this Article, the following shall apply:

- a) Employees leaving the service of the City for any reason on or before the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.
- b) Employees commencing service after the 15<sup>th</sup> day of any month shall not be entitled to service pay for that month.
- c) In order to determine the length of service for temporary and seasonal employees, 21 days shall constitute one month, and 252 days shall constitute one year.

**Effective Pay Period #1, 1999:**

Seven dollars and fifty cents (\$7.50) per month after completion of 10 years service.  
 Fifteen dollars (\$15.00) per month after completion of 15 years service  
 Twenty-two dollars and fifty cents (\$22.50) per month after completion of 20 years service  
 Thirty dollars (\$30.00) per month after completion of 25 years service  
 Thirty-seven dollars and fifty cents (\$37.50) per month after completion of 30 years service  
 Forty-five dollars (\$45.00) per month after completion of 35 years service

**Effective Pay Period #1, 2016:**

Twelve dollars and fifty cents (\$12.50) per month after completion of 10 years service.  
 Twenty dollars (\$20.00) per month after completion of 15 years service  
 Twenty-seven dollars and fifty cents (\$27.50) per month after completion of 20 years service  
 Thirty five dollars (\$35.00) per month after completion of 25 years service  
 Forty two dollars and fifty cents (\$42.50) per month after completion of 30 years service  
 Fifty dollars (\$50.00) per month after completion of 35 years service

**ARTICLE 39 - TOOL ALLOWANCE**

The Parties further agree to add any classifications and the appropriate dollar amount that were omitted in error from the previous Agreement.

**NOTE: This will not be reproduced in the Collective Agreement**

**APPENDIX 1**

**RE: ARTICLE 12-4**

- 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
- Recreation Technician A-D
- Recreation Technician E (temporary or part-time)
- Parks Clerk Temporary 1 - 3
- Arena Worker Casual
- Museum Curator
- Winter Sports Assistant
- Cashier Casual
- Landfill Helper
- Parking Lot Attendant
- Bylaw Support Worker
- Instructor**
- Kennel Attendant**
- Customer Service Representative 1**

**APPENDIX 2**

**RE: ARTICLES 12-2 and 12-6**

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  
~~Health Inspector Grade I~~  
Print Machine Operator Grade I/II  
Operations Constable  
Claims Adjuster I  
Horticulture Technician  
Librarian I  
Accounting Technician

**APPENDIX 3**

**RE: LIST AND ORDER OF ARBITRATORS**

John Korpesho

Arne Peltz

Blair Graham, Q.C.

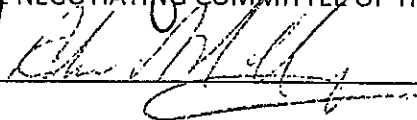
Michael Werier

Jeffrey Palamar

AGREED THIS DATE: *May 11, 2015*

  
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FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

  
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FOR THE NEGOTIATING COMMITTEE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

**Classification Amendments:****Additions:**

000302 Arborist 1	Sept 23, 2013
000312 Arborist 2	Sept 23, 2013
000322 Arborist 3	Sept 23, 2013
011231 Inspector Senior Housing	Jan 11, 2015
014782 Locksmith	Aug 26, 2012
020491 Passenger Info Travel Asst Tr	Apr 7, 2013
023591 Supervisor Laboratory	Feb 2015 pending
020691 and 020692 Plumber Trades- Pipefitter	
025441 Building Systems Technician	May 24, 2012
025431 Building Systems Technologist	May 24, 2012
012182 Instructor Aquatics	
012192 Instructor Guard	
012202 Instructor Guard In-Charge	
012212 Instructor Guard Head	
011872 Insp Welding	
\$2413.65	\$30.17
\$2474.54	\$30.93
015802 Mtce Worker Skilled A-Sewer	
\$886.17	\$22.15

**Deletions**

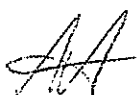
013512,013522,013532, 001392 Zoo keeper, Attendant Zoo Jr.  
 03671 Admin Assistant  
 006322 Electrician Leading  
 1141,1142,1144,1145, Health Inspector  
 012152 Instructor Guard 1, 012162 Instructor Guard 2, 012172 Instructor Guard 3  
 09551 Graduate – Articling Student  
 003631 Clerk B3 CUPE  
 022762 Staff House Maintainer  
 012092 Instructor Guard



Letters of Understanding

The parties agree to the renewal of the following Letters of Understanding:

- Seasonal/Temporary Staff
- Flexible Working Hours
- Deferred Salary Leave Plan
- Equity and Diversity
- Safety Regulations and Policy, and the Potential Disciplinary Action Arising from Infractions
- Use of Recreational Facilities
- Redeployment
- Change Initiatives
- Respectful Workplace
- Protective/Safety Clothing and Equipment
- Students
- Electronic Pay Advice



## UNIT PRESIDENTS

The City of Winnipeg proposes the following Letter of Understanding Re: Unit Presidents, subject to the following:

- This Letter of Understanding will replace the current Collective Agreement Letter of Understanding "Re: Leave of Absence – Local 500 Unit Presidents";
- The parties agree that this Letter of Understanding resolves the outstanding grievance "Termination of Employer Paid Public Works President Position" filed on August 7, 2014;
- Article 15 of the Public Works Supplementary Agreement will be deleted;
- The Letter of Understanding Re: Public Works President contained in the Public Works Supplementary Agreement will be deleted;
- This Agreement is on a without prejudice or precedent basis;
- Arbitrator Peltz will be notified of the closure of the file and cancel the scheduled arbitration date of September 28, 2015.

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

**RE: UNIT PRESIDENTS**

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The parties recognize that Unit Presidents play a role in Labour Relations between the City of Winnipeg and CUPE Local 500. A positive labour relations relationship is essential to effective joint problem solving, grievance handling and addressing disciplinary issues.

To that end, when Labour Relations matters arise, the City agrees to contact the Unit President as well as the staff representative.

Where operationally practical, Unit Presidents will be given time off without loss of pay to attend to Labour Relations matters between the parties.

Departments may make arrangements at their sole discretion to facilitate the attendance of the Unit President. It is agreed that such arrangements are on a without prejudice or precedent basis.

**Letter of Understanding**  
Between the City of Winnipeg  
and  
The Canadian Union of Public Employees, Local 500

**Re: Aboriginal Relations**

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

**Vision** To build success between the Aboriginal community and City of Winnipeg.

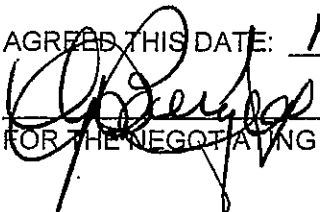
**Mandate** To provide leadership and experience from an Aboriginal perspective on programs, services and initiatives that support and address the needs of Winnipeg's Aboriginal community, now and into the future.

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

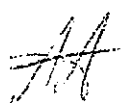
**Commitment** The City and Union are committed to the vision, mandate and role of the Aboriginal Relations Division.

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

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

AGREED THIS DATE: May 11, 2015  
  
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FOR THE NEGOTIATING COMMITTEE OF THE CITY OF WINNIPEG

\_\_\_\_\_  
FOR THE NEGOTIATING COMMITTEE OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 500



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

**RE: EDUCATION, TRAINING, STAFF DEVELOPMENT AND EMPLOYEE WELLNESS**

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The City and the Union jointly affirm that it is to the mutual benefit of the employer and the employee to improve the educational, training, and developmental opportunities, **and general wellness of the workforce.**

With respect to education, the City's primary responsibility is to provide clear direction to employees with respect to the skills necessary for the future, to provide meaningful opportunities for employees to develop those skills and to provide assistance to employees in achieving those skills. The primary responsibility of employees is to determine their personal developmental objectives, take advantage of the opportunities offered and make the necessary commitment to achieving those objectives.

**With respect to wellness, both the City and employees have an obligation to enhance and improve employee wellness.**

To this end:

1. The City will create an Education, Training, Staff Development and Employee Wellness Fund of **five hundred thousand dollars** ~~one million dollars (\$1,000,000)~~ related to CUPE rated employees over **two** ~~four~~ calendar years. A Joint Committee with equal representation from the City and Union shall discuss and implement **initiatives** with respect to education, training, staff development, **and employee wellness**. **Such initiatives** Education, training and staff development will include, but not be limited to:

- a) problem solving, effective communication, and conflict resolution for union stewards and supervisory personnel;
- b) the issues of respectful workplace, no harassment and no discrimination for all City/CUPE workplaces;
- c) organizational requirements identified as priorities in the City's Human Resource Management Strategic Plan and the departmental business plan process;
- d) training requirements associated with the redeployment of CUPE members affected by organizational restructuring/technological change;
- e) new or expanded training programs that are in the interests of both the employees and the City;
- f) researching and providing opportunities to improve and enhance employee wellness.

2. A Senior Steering Committee comprised of the Chief Administrative Officer and the President of CUPE Local 500, shall be formed.

3. The Joint Committee shall formulate a plan for Education, **Training**, Staff Development, **and Employee Wellness** that will be presented to the Senior Steering Committee prior to

September 30, 2015. The Plan shall be updated and a report presented to the Senior Steering Committee prior to September 30<sup>th</sup> of each year of the Agreement.

4. The Joint Committee will continue to support:

- E-learning (Centre)
- Essential Skills Program
- Foremanship Program
- Respectful Workplace Training
- Scholarships
- Employee Wellness

5. The Joint Committee will ensure funds are allocated to support the communication and administration of funded programs. This would include but not be limited to:

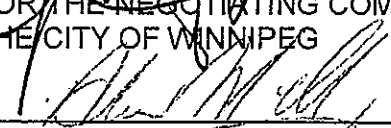
- the preparation of pamphlets and brochures
- CUPE membership surveys
- special events
- program evaluations
- staffing costs to provide direct coordination and support to Joint Committee programs.

6. In the event of a disagreement within the Joint Committee, the matter will be referred to the Senior Steering Committee for resolution.

AGREED THIS DATE:

*May 11, 2015*

  
\_\_\_\_\_  
FOR THE NEGOTIATING COMMITTEE OF  
THE CITY OF WINNIPEG

  
\_\_\_\_\_  
FOR THE NEGOTIATING COMMITTEE OF  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 500

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

RE: CITY WIDE SENIORITY FOR PROMOTION

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During the life of this Collective Agreement, the parties agree to discuss the implementation of City wide seniority for promotion to Clerk B, Clerk C, Senior Clerk and Principal Clerk, all Trade positions, and any other classifications agreed to by the parties.

The parties will commence these discussions prior to November 2015.

By mutual agreement the parties may modify any provision of the collective agreement that is required to implement the above.

Letter of Understanding  
Between The City of Winnipeg and  
The Canadian Union of Public Employees, Local 500

Re: Classification Review – Foreman Series

The parties agree to delete this Letter of Understanding

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

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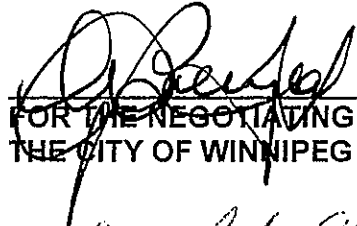
The parties agree to define lateral transfers for part-time employees as follows:


1. For part time Library Service Division employees, lateral transfer will be allowed only after an employee has spent a minimum of twelve (12) months in a position or a minimum of twelve (12) 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 (15) hours or less weekly to another position with hours of work of fifteen (15) hours or less weekly ~~would~~ be considered a lateral transfer.

shall NOT

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 (thirty five [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 LSA 1-3 Series are considered one classification for seniority purposes. Employees moving from a LSA 1/2 position to a LSA 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 to review this Letter of Understanding after twelve (12) months.
11. This Letter of Understanding shall be considered on a trial basis only, and shall expire at the conclusion of the Collective Agreement.

AGREED THIS DATE: May 11, 2015

  
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FOR THE NEGOTIATING COMMITTEE OF  
THE CITY OF WINNIPEG

  
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FOR THE NEGOTIATING COMMITTEE OF  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 500

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

RE: CRIMINAL RECORD CHECK

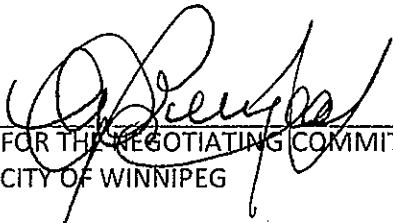
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The City shall pay all costs of Criminal Record Checks required by the City as a condition of employment under the following circumstances:

- Where the requirements of an encumbered position are altered such that a criminal record check is required; and
- Where an employee makes a lateral transfer to a position of the same job function requiring a criminal record check.

In all other circumstances the cost of the criminal record check shall be borne by the employee.

AGREED TO THIS DATE: May 11, 2015

  
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FOR THE NEGOTIATING COMMITTEE OF THE  
CITY OF WINNIPEG

  
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FOR THE NEGOTIATING COMMITTEE OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500