



THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 500

and



THE CITY OF WINNIPEG

**COLLECTIVE AGREEMENT
WAGE RATES**

EFFECTIVE
December 31, 2005 to December 30, 2007

Dated this 22nd day of March, 2006

**TERMS OF AGREEMENT
GENERAL CONDITIONS**

(Applicable to all employees represented)

Names of Parties to this Agreement

THE CITY OF WINNIPEG
(hereinafter referred to as “the City”)

OF THE FIRST PART

and -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 500**
(hereinafter referred to as “the Union”)

OF THE SECOND PART

INFORMATION

If you have any questions about the Agreement or the Union, please contact the steward in your area or the Local 500 office.

CHANGES

If you have changed your name, address, beneficiary or if you have transferred to another department or left the employment of the City, please inform the Local 500 office so we can update our records.

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ARTICLE 1 – DEFINITIONS

Wherever used in this Agreement:

Plural or Feminine Terms whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

Department, Division or other such designation means any designated part of the Administration of the City that is under the executive control of a Department Head, Director, or such other designated officer responsible to the Chief Administrative Officer.

Branch means a recognized subdivision of a department or division.

Department Head means the 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.

Permanent Employee means any employee of the City who, having worked continuously for six months, is appointed to any position within the permanent establishment determined by the City Council.

Temporary Employee means any employee of the City who is hired for any assignment of duty or project scheduled for termination in due course, or who is occupying any position not within the permanent establishment determined by City Council, but who has completed his or her six month probationary period.

Probationary Employee means any new employee of the City who is in the process of fulfilling the initial six month probationary requirements.

Part-Time Employee means any employee of the City who is required to work regularly but as a rule less than the weekly hours of work, as specified in Article 17, and who has established and who maintains seniority in accordance with Article 20, and who works in excess of the equivalent of 63 days in each calendar year.

Seasonal Employee means an employee of the City who has fulfilled the probationary requirements and has maintained seniority as a seasonal employee and who is occupying any position which is, due to the seasonal nature of the work, subject to lay off and recall.

Student means an employee of the City who is hired for limited term summer work on the understanding that he or she intends to return to school at the end of the season. Such employees will not establish seniority.

Public Holiday means any day or part of any day, which is stated as such in this Agreement, or one which is proclaimed as a public holiday by the Federal Government, Government of Manitoba, or City of Winnipeg.

Transfer of an employee means an appointment to a vacancy outside his or her normal line of promotion.

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.

Shift Workers are those employees who are engaged in any operation which requires them, on a regular basis, to

work hours or days other than regular daily hours or regular days. For this purpose regular days means Monday to Friday.

ARTICLE 2 – BARGAINING UNIT

The City recognizes the Canadian Union of Public Employees, Local 500 as the sole and exclusive collective bargaining agency for all employees covered under Certificate No. MLB 3935 issued under the Labour Relations Act by the Manitoba Labour Board on the 31st day of August, 1983.

ARTICLE 3 - RESPECTFUL WORKPLACE

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, disruptive workplace conflict, disrespectful behaviour, and violence in the workplace.

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;
 - 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 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.

- 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, source of income, and physical or mental disability.

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.

- 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.

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

4-1 Where City forces and forces of the private sector perform identical functions on behalf of the City and where City forces have demonstrated, through new or improved procedures and techniques, that they can provide such service at a cost equal to or less than the private sector, the

City would reduce the involvement of the private sector in such functions, or take such other steps, as desirable, in order to provide employment for surplus staff resulting from such improvement in procedures and techniques, subject to any contractual agreements governing such service being provided by the private sector.

- 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 **30th, 2007** (the end of Pay Period #26, **2007**).

ARTICLE 5 – DURATION, REVISION AND TERMINATION OF AGREEMENT

- 5-1** This Agreement shall be binding upon the parties from December **31st, 2005** until December 30th, **2007** and thereafter until replaced or terminated.
- 5-2** No changes to the Agreement shall have a retroactive effect unless specifically provided. This Agreement takes effect upon ratification by City Council and the Union.
- 5-3** Either party desiring to propose changes to this Agreement shall, between the period of 30 days and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within 30 days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement. This 30 day time limit may be extended by mutual agreement.

ARTICLE 6 – CLASSIFICATION OF EMPLOYEES

- 6-1** All employees covered by this Agreement will be classified into six groups as follows:
- a) Permanent employees
 - b) Temporary employees
 - c) Seasonal employees
 - d) Part-time employees
 - e) Probationary employees
 - f) Students
- 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 in Article 1.
- 6-3** The party submitting a dispute to an Appeal Board shall notify the other party, by registered mail, 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. 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.
- 6-4** Classification disputes not resolved by an Appeal Board may be referred to arbitration in accordance with Article 31-1, Step 3-A of the Agreement. The Arbitrator's jurisdiction on classification matters will be as specified in Article 6 of the Agreement.

- 6-5** The Arbitrator shall only resolve disputes where substantive changes to the core duties of an existing position have been demonstrated, or where a new job classification has been created.

Where the revised or new position does not fit within an existing CUPE classification, the Arbitrator shall determine the proper rate of pay for the revised or new position based on the relationship established by comparison with the rates for other classifications in the bargaining unit.

The Arbitrator shall not have jurisdiction to make a determination that is higher than the Union's proposal or lower than the City's proposal. Where the decision concerns changes that have already been implemented by the City, the Arbitrator shall award retroactivity beginning the first full pay period in the month following the reclassification request.

An Agreed Statement of Facts shall be submitted to the Arbitrator at least five working days prior to the hearing. All documentary evidence shall be submitted to the Arbitrator and the other party at least five working days prior to the hearing. The City and the Union shall each be limited to presenting evidence from two witnesses having specific knowledge of the dispute in question. The Arbitrator shall not admit or consider evidence relating to pay rates in other City bargaining units or with respect to other employers.

- 6-6** The Arbitrator shall provide a brief written rationale for his or her decision within five working days of the hearing, and that decision shall be binding on both the City and the Union.

**ARTICLE 7 – TRANSPORTATION, BOARD AND
LODGING EXPENSES**

Employees temporarily transferred or those whose duties require them to do work outside the City shall be provided with transportation and estimated expenses in advance, providing two days prior notice is given. They shall suffer no loss of time until their return. Any adjustment required in expense allowances will be made within five days of submission of receipts or vouchers and such receipts shall be submitted to the Department Head immediately upon the employee's return.

ARTICLE 8 – INFORMATION TO BE PROVIDED

- 8-1** The City shall make available to the Union, on request, 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.
- 8-2** The Union shall furnish the City, 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.

**ARTICLE 9 – LICENCES, CERTIFICATIONS AND
ACCREDITATIONS**

- 9-1** The cost of the medical examination, including any eye examination, which may be required by the Province of Manitoba Motor Vehicle Branch, will be paid for by the City for all employees who are required to move City vehicles.

- 9-2** Employees will be compensated for successful completion of a road test to upgrade their driver's licence for the purpose of moving City vehicles.
- 9-3** Effective January 1, 2004 the City shall pay all costs of licenses and accreditations, including membership in professional organizations that are required by the City as a condition of employment. The provisions of this Article apply to those employees who accrue and maintain seniority pursuant to Article 20 of the Agreement. **This provision shall not include payment of driver's licence fees.**

**ARTICLE 10 – DEPARTMENTAL SUPPLEMENTARY
RULES AND REGULATIONS**

- 10-1** Upon request of either party, each Department Head may negotiate rules and regulations governing special working conditions for the various occupations and classifications, which are supplementary to the general conditions of employment. These Supplementary Agreements shall specify the policy of the Department with respect to promotion and seniority and any other matters mutually agreed upon. Such supplementary rules and regulations shall not vary the intent or meaning of this Agreement.
- 10-2** Upon receiving a request from either party, negotiations will begin within 30 days or within a reasonable period of time that is mutually agreed upon.
- 10-3** Supplementary Agreements shall be subject to the approval of the **Chief of Human Resources**. They shall be signed by the Department Head on behalf of the City and by the Union Representative and authorized signing officers of the Local Unit

on behalf of the employees. However, agreements with respect to *lines of progression* and changes thereto are subject to Letters of Understanding between the Department Head and authorized officers of the Local Unit.

- 10-4** When either party serves notice of termination of the General Agreement under Article 5-3, it shall also be a notice of termination of all Supplementary Agreements negotiated under Article 10, no matter what provisions for termination are contained in Supplementary Agreements. However, when the new General Agreement takes effect, all Supplementary Agreements, except insofar as they may be inconsistent with such new General Agreement, shall be revived and shall continue in force subject to variations that may be made under Article 10.
- 10-5** The terms and conditions in every Supplementary Agreement shall continue as long as the terms and conditions of the General Agreement remain in effect.

ARTICLE 11 – HEALTH AND SAFETY

- 11-1** a) The City shall put into effect regulations **and training** which will afford reasonable and adequate protection to employees engaged in hazardous work.
- b) Departmental Joint Health and Safety Committees will develop and implement policies with respect to working in the cold **and heat**.
- 11-2** The Department Heads and employees shall adhere to the safety regulations. The City shall

enforce the regulations and shall maintain safety equipment in proper condition, and may test equipment at regular intervals.

- 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.
- 11-4** The Safety Committee shall meet no more than once each month and at the request of the Union or the Department Head. Minutes of all meetings will be recorded and copies of the minutes shall be forwarded to the Department Head and the Union.
- 11-5** **A Joint Central City of Winnipeg/CUPE Local 500 Health and Safety Committee made up of five representatives each shall deal with corporate wide issues. The Committee shall meet twice annually unless otherwise agreed by the parties.**

ARTICLE 12 – FILLING OF VACANCIES

Seniority

- 12-1** Vacancies and new positions shall be filled by the senior employee, determined as outlined in Article 12-2, who:
 - a) is able to meet the requirements of the position; and
 - b) has the ability to fit himself or herself for further promotion where such ability is essential for the efficient functioning of the service.
- 12-2** Employees will be ranked by seniority as follows:
 - a) Where the position is in a line of progression,

applicants from within the Department and within the line of progression will be ranked using the following dates:

- i) Employees in the next grade junior to the vacancy who are applying for promotion, use their current classification seniority date in the Department.
- ii) Employees in the same grade as the vacancy who are applying for a lateral transfer, use their classification seniority date in the Department for the classification next grade junior to the vacancy.
- iii) Employees in a higher grade than the vacancy who are applying for a demotion, use their classification seniority date in the Department for the classification next grade junior to their current classification.
- iv) Employees who are applying for a lateral transfer or demotion and who do not have a seniority date for the relevant next grade junior, use their current classification seniority date.

The senior employee will be that Department's employee within the line of progression with the earliest relevant seniority date.

- b) Where there is no line of progression or where there are no qualified candidates from the same classification, or the next classification junior, or a classification senior to the vacancy, the senior employee will be that Department's employee who has the earliest department seniority date.

- c) Where there are no qualified candidates from the Department, and for the positions listed in Appendix 2, the senior employee will be that employee with the earliest bargaining unit seniority date.
- d) Notwithstanding the above, vacancies for permanent Clerk A positions shall be bulletined City-wide and clerical applicants (**effective January 1, 2007, this includes Cashier/ Clerks - Aquatic and Recreation Facilities**) shall be ranked by bargaining unit seniority. For purposes of promotion within the Clerical Series, bargaining unit seniority shall be the determining factor for Clerk A applicants.

Lateral Transfer

- 12-3** Lateral transfers will be allowed only after an employee has spent a minimum of one year in a position or a minimum of two years in a position after a lateral transfer, except where otherwise agreed between the City and the Union. No more than one lateral transfer shall be allowed for each bulletined vacancy, except where otherwise agreed between the City and the Union.

Process

- 12-4** All vacancies and new positions which are permanent, or which can reasonably be predicted to be long term temporary and which may lead to a permanent appointment to the position, will be filled in accordance with Articles 12-1 and 12-2, by appointment or bulletin, except for vacancies involving reasonable accommodation and temporary vacancies in the classifications listed in Appendix 1.

- 12-5** The Department may appoint the Department's employee who is senior in the next classification junior to the vacancy. If the senior employee declines the promotion, in writing, the next senior employee may be offered the vacancy.
- 12-6** Unless otherwise agreed between the Department and the Union, if a vacancy is not filled according to Article 12-5:
- a) The Department will post a department wide bulletin for the vacancy throughout the Department for a minimum period of 14 days.
 - b) For positions listed in Appendix 2 and for other positions for which there are no qualified candidates from within the Department, the Department will post a bulletin for the vacancy throughout the civic service.
- 12-7** Vacancies involving reasonable accommodation will be filled in accordance with Article 37 – Reasonable Accommodation.
- 12-8** Temporary vacancies for the classifications listed in Appendix 1 will normally be filled by hiring new employees and such employees will accrue classification seniority.
- 12-9** Employees on vacation or leave of absence including compensation or sick leave must 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.

12-10 Employees in positions which affect their health shall be given preference on application for bulletined positions provided the applicant can meet the requirements as outlined in Article 12-1 and it does not interfere with seniority rights of employees in the group.

12-11 Within 15 working days of an appointment, the Department Head 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.

Probation and Seniority Retention

12-12 Employees 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 months. During this six month 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.

12-13 Employees, who are successful in filling bulletined positions which are listed as temporary, shall retain seniority in the classification from which they came until the position in question either becomes permanent or is eliminated.

General

12-14 The provisions of Article 12 may be further defined by Supplementary Agreement pursuant to Article 10-1 and 10-3. The parties may define

lines of progression and may specifically agree, on a position by position basis, that temporary classification seniority is the next grade junior to permanent classification seniority.

12-15 Where a temporary position has been filled by an employee for a period of 24 continuous months, a review shall be then undertaken by the City to determine the necessity of the position and whether it should be made permanent, terminated or extended as temporary. The City may only extend a temporary position subject to agreement by the Union.

The City shall prepare a semi-annual report on all temporary positions that have been filled for 24 continuous months. Recommendations for making temporary positions permanent shall be submitted to the Executive Policy Committee by the Chief Administrative Officer.

ARTICLE 13 – DISCIPLINE

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

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

- 13-2** For employees who have completed their probationary period, the Department Head or designate may temporarily suspend the employee pending a full investigation in cases of personal misconduct. In other cases, disciplinary action, including suspension or discharge, will take place only after a full investigation.
- 13-3** A full investigation will be conducted as follows:
- a) The Department Head or designate will call a hearing by informing the employee and the Union of the complaint and advising of the time and place of the hearing.
 - b) Employees may make representation at the hearing on their own behalf or with the assistance of the Union.
 - c) Following the hearing, the Department Head or designate may take disciplinary action.
- 13-4** Within a reasonable period of time, the Department Head or designate will write to the Union advising of the decision and any disciplinary action resulting from the hearing.
- 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 employee or the Union on the employee's behalf will have the right to grieve under Article 31 starting at Step 2 of the grievance procedure.
- 13-6** In cases of suspension, the decision of the Department Head or designate will be final except that the employee or the Union on the employee's behalf 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:
- a) The Chief Administrative Officer or designate will write to the employee and the Union advising when and where the matter will be dealt with.
 - b) The employee and/or the Union on the employee's behalf 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 is not acceptable to the employee and/or the Union, the Union will 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.
- 13-10** No notice or pay instead of notice will be required if an employee is discharged for just cause.
- 13-11** Employees will have the right at any time to access their department file and will have the right to respond in writing to any documents it contains. Their reply will become part of the permanent record.

ARTICLE 14 – RATES OF PAY

- 14-1** a) Rates of pay for classifications covered by this Collective Agreement will be listed in the attached Salary Schedule.
- b) The Salary Schedule may be changed for individual employees or groups of employees as a result of negotiations between the City and the Union and after authorization by Council or the Chief Administrative Officer or designate.
- c) The rate of pay for temporary, seasonal, part-time and probationary employees will not be less than the minimum for permanent employees in the same classification.
- 14-2** Where there are minimum and maximum salary ranges, employees may progress from minimum to maximum salary by annual increments that are:
- i) of equal amounts, as noted in the Salary Schedule;
- ii) no less than \$10.00 per month, provided the classification maximum is not exceeded.
- 14-3** Employees are eligible for annual increments on the basis of merit. For this purpose, each employee shall be rated on job performance prior to the end of 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.

NOTE: For purposes of Article 14, year shall be as outlined in Article 14-4 and job performance shall be rated as outlined in Article 14-6.

- 14-4** a) For temporary employees whose service is interrupted due to lay off and subsequent recall, and for seasonal and part-time employees, a year will be each accumulation of the equivalent of 252 days worked, provided the employee has maintained seniority in accordance with Article 20.
- b) For all other employees, a year will be the beginning of the pay period in which their annual anniversary date of hire or promotion occurs. All employees currently eligible for increments in each Pay Period #1 will continue on this basis until promoted. The annual increment date may change from the anniversary date of hire or promotion when adjusted for maternity or parental leave as outlined in Article 14-5(b).
- 14-5** a) Twenty weeks or less taken as maternity leave and/or 17 weeks or less taken as parental leave will be considered as time worked with satisfactory performance for increment purposes. However, increments that fall due during this time period will be deferred until the employee returns to work and will not be retroactive.
- b) Time in excess of 20 weeks maternity leave and/or 17 weeks parental leave will not be considered as time worked for increment purposes and the employee's annual increment date will be adjusted to reflect this time not worked.
- 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 deter-

mining the employee's eligibility for promotion, along with job or aptitude tests, etc. where applicable. Ratings will be conducted as follows:

- i) The Corporate 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 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.
- 14-7**
- a) Employees who are successful for a position in a different classification will be paid at the minimum rate for their new classification, except as outlined in Article 14-7(b) or 14-7(c).
 - b) If the minimum salary is less than \$15.00 biweekly higher than the employee's salary at the time of appointment, and the new classification bears a higher maximum salary, and either:
 - i) both the new and prior classifications lie within the same classification series; or

- ii) experience in the prior classification is directly related to the duties and responsibilities of the new classification, then the employee will be paid at the lowest salary step which does provide an increase of \$15.00 biweekly.
 - c) The Department Head may decide that a rate of pay in excess of the minimum is warranted, provided the decision is not arbitrary or unreasonable.
 - d) The new rate of pay will come into effect on the day the employee assumes the new duties. **In cases where the employee is not immediately assuming the duties, the employee shall receive the new rate of pay 60 days after the date of the appointment. In no cases will the new duties be assumed more than 90 days after the date of the appointment.** The parties agree that any extension to the timelines will be by mutual agreement.
- 14-8**
- a) When a Department Head or designate assigns an employee to act temporarily in a higher rated position, the employee shall receive the minimum salary step for the higher rated position immediately. An employee shall be deemed acting if the majority of the duties and responsibilities performed justify and are compatible with the higher rated position.
 - b) When employees have acted in a higher rated position with more than one salary step for an accumulated period of one year, they

shall be paid at the next higher step for any additional acting, temporary or permanent service in that position.

- c) Employees taking over a lower paid position will continue to receive their former rate of pay unless the change is due to insufficiency of work or inefficiency.

14-9 After four months of accumulated service, a Labourer Grade I will be paid the Labourer Grade II rate and a Utility I will be paid the Utility 1 After Four Months Rate.

ARTICLE 15 – PREMIUM PAYMENTS

15-1 a) A shift premium of **\$1.05** 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 **\$1.05** per hour will apply for hours worked during the day shift on Saturday and Sunday as apart from overtime work.

15-2 Double time rates will be paid to employees performing exhumation or disinterment of graves 50 years old or less.

15-3 If a temporary or seasonal employee is sent home due to inclement weather or equipment breakdown, the employee will be paid two hours' pay for reporting to work. If the employee has commenced work prior to being sent home, the two hours' reporting pay will be in addition to pay for time worked, but the total amount shall not exceed the amount that would normally be paid for regularly scheduled hours.

ARTICLE 16 – PAYDAYS AND PAY CHEQUES

16-1 All employees shall be paid every second Friday, prior to 10:00 a.m., and shift employees shall be paid between the hours of 3:00 p.m. and 4:30 p.m. every second Thursday. For the purpose of this Clause, an employee whose work day begins after 9:00 a.m. shall be deemed to be a shift employee. The above may be modified by supplementary agreement.

All employees shall be paid by direct deposit and the City shall provide a resource to assist employees in establishing the necessary account with a qualifying financial institution of their choice. In the event that an employee is unable to establish the necessary account, the City shall pay the employee by cheque accompanied by an itemized statement of deductions showing the gross and net amounts.

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

16-3 Notwithstanding the provisions of Article 16-1, the parties hereby agree that his or her entire net pay may automatically be deposited to a bank or other qualifying financial institution of their choice. Funds will be available at the commencement of normal banking hours on the designated payday. An itemized statement of earnings and deductions showing the gross and net amounts will be **provided in accordance with the Letter of Understanding Re: Electronic Pay Advice.**

ARTICLE 17 – HOURS OF WORK

17-1 The regular hours of work for all employees shall be no more than an average of 40 hours per week

which shall be based on five days per week at eight hours per day. Wherever possible, the days off per week shall be consecutive but this may be varied by Supplementary Agreement where the efficiency of the Department or Branch requires such variation.

17-2 The regular daily hours of work for any employee shall be performed consecutively wherever possible except for the lunch period. In the case of shift workers whose shifts are strictly days, but irregular days as defined in Article 1, the foregoing sentence shall apply. In the case of all other shift workers, the regular hours of work shall be performed consecutively, wherever possible, and shall include a lunch period not in excess of 20 minutes which will be taken as duty requirements permit. This Article may be amended by Supplementary Agreement or by a Letter of Understanding.

17-3 The regular hours of work for clerical employees shall be uniform and shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive, unless otherwise required to meet operational needs and subject to agreement of the Union by Supplementary Agreement or Letter of Understanding.

Notwithstanding the forgoing provisions of Article 17, a flexible work schedule may be established pursuant to the terms of the Letter of Understanding Re: Flexible Working Hours which is appended to this Agreement.

17-4 Except for employees engaged in snow clearing operations, the hours of work for the period of a weekly shift shall be constant unless it is impractical to do so.

17-5 Upon receiving a request from the Union to look into the feasibility of compressing the work week, in a particular area, the Department receiving the request will commence discussions with the Union within 30 days or such reasonable period thereafter as can be arranged.

ARTICLE 18 – OVERTIME

18-1 a) DAY WORKERS

All time worked before or after the employee's regular work day or regular work week, or on an employee's regular day off or on a public holiday shall be considered overtime. Employees will not be required to work overtime unless impracticable to make other arrangements. Overtime rates will be as follows:

- i) Time and one-half will be paid for the first two hours worked over the regular working time in any one day, and double time thereafter.
- ii) Double time will be paid for Saturdays and Sundays or for work performed by an employee on his or her regular weekly days off.
- iii) Day workers will be compensated at the rate of double time for all work between midnight and 8:00 a.m. In addition, employees required to work overtime immediately prior to, and continuous with, their next regular starting time will be compensated at the rate of double time for the overtime so worked.

- iv) Employees required to work on a public holiday will be paid at double time rates for all hours so worked and, in addition, the employee shall be paid at their regular daily rate of pay for the public holiday in accordance with Article 24-4. The employee shall have the option of converting all or a portion of the time worked at double time rates into compensating time off which may be taken as time off at a time mutually agreeable to the employee and the department.

18-1 b) SHIFT WORKERS

All time worked before or after the employee's regular work day or regular work week or on an employee's regular day off shall be considered overtime. Employees will not be required to work overtime unless impracticable to make other arrangements. Overtime rates will be as follows:

- i) Time and one-half will be paid for the first two hours worked over the regular working time in any one day, and double time thereafter.
- ii) Double time will be paid for work performed by an employee on his or her regular weekly days off.
- iii) Employees required to work overtime immediately prior to and continuous with their next regular starting time of their next shift will be compensated at the rate of double time for the overtime so worked.

- iv) Payment of double time rates will be made for overtime work performed by shift workers in excess of their regular scheduled shifts on a public holiday.
- 18-2** Employees who are required to work extended overtime periods (i.e. in excess of four consecutive hours of overtime), shall continue work at the double time rate for all subsequent hours worked until a break period of at least eight hours is provided. However, when the break period between “overtime work” and the next regular shift is less than eight hours, the City may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight hour break. In such a situation, any employee so affected shall receive his or her full salary for the shift.
- 18-3** During a period that has been declared by the Mayor to be a civic emergency, all provisions of the Agreement that relate to the scheduling and assignment of work shall be waived and the Union shall be notified immediately.
- 18-4** Notwithstanding anything hereinbefore contained, permanent employees and temporary employees with two or more years of continuous service shall have the option of being paid for overtime or accumulating such overtime, and maintaining such accumulation, up to a maximum of the equivalent of one regular work week, providing such employee must notify his or her Supervisor in writing of his or her intent to accumulate overtime and in what amount, otherwise payment will be made. Overtime credits may be taken as time off at a time mutually agreed between the Department and the employee. In

cases where time off is not arranged prior to December 31st of any year, payment shall be made within 30 days following. The above may be amended by Supplementary Agreement.

- 18-5** For employees who are not notified to return to work until after going home, the rate of compensation shall be time and one-half; however, the minimum compensation will be four hours. Thus, if an employee works two hours on the time and one-half schedule, four hours of compensation will be given instead of three hours.

For employees who are notified to return to work before going home, the rate of compensation shall be time and one-half, providing the break period does not exceed two hours, otherwise the minimum of four hours of compensation shall apply, except where modified by Supplementary Agreement. The four hour provision shall not apply to employees who are notified prior to going home to report for work immediately prior to their normal starting time.

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

Except in the case of temporary employees, whenever possible, eight hours of notice shall precede such shift rearrangement, otherwise a minimum payment of four hours will be made to an employee

who reports to work for his or her regular shift and is sent home due to shift rearrangement.

- 18-7** When a day worker is temporarily engaged on shift work for a period of less than one week and is required to work on a statutory holiday, a Saturday or a Sunday, the day worker will be compensated at the rate of double time for working said statutory holiday or Saturday or Sunday.
- 18-8** When necessary, the Department may establish additional shifts for one week or longer on prevailing weekly hours of work at straight time rates, plus shift premium, where applicable. Except for employees engaged in snow clearing operations, the hours of work for the period of a weekly shift shall be constant unless it is impractical to do so.
- 18-9** Transportation within the metropolitan area of Greater Winnipeg will be furnished by the City to and from work when other forms of transportation are not available.
- 18-10** An employee required to work overtime for a period in excess of two hours immediately following his or her regular hours of work shall be granted \$8.00 as lunch money provided he or she is unable to go home and adequate lunch is not provided by the Department. In isolated areas, reasonable delivery charges, as determined by the Department Head, shall be paid. In an emergency situation, an employee called to work and required to work in excess of one hour of overtime immediately prior to his or her regular hours of work shall be granted \$8.00 as lunch money. Lunch money shall be paid no later than the pay period following the pay period in which the overtime was worked.

18-11 No Lay Off to Compensate for Overtime

An employee shall not be required to lay off during regular hours to equalize any overtime worked.

18-12 Sharing of Overtime

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

18-13 Minimum Overtime

The City shall endeavour to keep overtime to a minimum.

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

19-1 Reduction in the regular working hours of any group of permanent employees shall not be put into effect until the non-permanent employees in that group have been laid off.

19-2 Should it be necessary to lay off a permanent employee through insufficiency of work, one month's notice in writing shall be given by the Department Head. This Clause can be amended by Letters of Understanding or Supplementary Agreement.

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

19-4 Temporary employees may be laid off due to insufficiency of work at any time without previous notice. As much prior notice as possible will be given before any lay off.

19-5 In the case of permanent employees being laid off or exercising their seniority rights to bump, their bargaining unit seniority date shall be used to determine lay off or bumping rights.

The process for downsizing is dealt with in the Letter of Understanding Re: Redeployment attached to and forming part of this Agreement.

19-6 Excess employees in one section may not be transferred to another section if by such transfer there will be caused a reduction in the regular working hours of the permanent staff due to insufficiency of work.

19-7 The number of employees in any department shall be at the discretion of the City.

19-8 Temporary employees who have worked full-time for at least two years, and permanent employees will have their rate of pay protected at the rate of their regular classification if they **bump in accordance with the bumping process as defined in the Letter of Understanding Re: Redeployment** or are redeployed into a classification with a lower rate of pay.

Salary protection will take the form of present incumbent only status for a period of two years, followed by red circling.

Present incumbent only means that the employee's rate of pay shall be fixed at his or her current step in his or her former salary range, and

he or she shall receive full negotiated salary increases/decreases applied to that step in that salary range.

Red circling means an individual's rate of pay remains at the current increment level and that individual will receive 50% of the economic increases until such time as the salary paid falls within the salary range of the new position. However, it is understood that in the event of any salary decrease, the full amount of that decrease will be applied to the salary paid.

ARTICLE 20 – SENIORITY

20-1 After 126 days of probationary service in one department, probationary employees will be placed on the seniority list. If an employee does not meet the requirements of the department within this time he or she shall be so informed and not added to the seniority list. Notwithstanding the foregoing, where in the judgement of the Department Head, which shall not be exercised in an arbitrary or unreasonable manner, circumstances warrant an extension of the probationary period, such extension shall be effected as follows:

- a) the employee shall be advised in writing, of the reasons for the extension, with a copy to the Union;
- b) the extension shall be effected within the original probationary period;
- c) the extension shall be for a period of no more than 63 additional days, unless otherwise agreed to by the Union and the employee concerned.

For the purposes of this Article, 126 days of service for employees must be in one department. It will be the accumulation of time for their assigned work, exclusive of overtime, worked over a maximum of three calendar years. After establishing seniority, employees must work in excess of the equivalent of 63 days each year to maintain seniority.

- 20-2** Departments requiring a call list shall establish the conditions of same by Supplementary Agreement.
- 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 seniority rights unless such failure to report is due to sickness, compassionate or other grounds considered justifiable by the Head of the Department. This provision shall not apply where intermittent work of short duration is involved.
- 20-4** Employees laid off shall retain seniority ranking for re-employment for 20 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.
- 20-5** Employees leaving the service of their own free will shall lose all seniority rights unless an authorized leave of absence is obtained from the

Department Head. The Department Head shall file a copy of such authorization with Human Resource Services.

- 20-6** Seniority of employees in all positions covered by this Agreement shall be established after a probationary period of six months of actual service and shall count from date of employment in the classification. This Clause shall also apply to employees promoted pursuant to Article 12.
- 20-7** Except for those classifications listed in Appendix "1", the only positions which entitle employees to classification seniority are permanent or long term temporary which may become permanent (or other temporary positions specifically agreed to, in writing, by both parties) that have been filled in accordance with Article 12.
- 20-8** In cases where an employee has been recommended for promotion by the Department Head and such promotion is granted, and the transfer is delayed due to difficulty of replacement, the seniority of the affected employee shall commence on the date recommended in the Department Head's recommendation. In all other cases, seniority shall commence on the date the new duties are assumed.
- 20-9** For the purpose of this Article, service of a "transferred employee" shall be considered as service from the date of commencement of employment with the former employer.
- 20-10** Apprentices, upon completion of their apprenticeship, will be credited with three months of Journeyman seniority per year of apprenticeship with the City up to a maximum of 12 months credit.

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

- Sick Leave with Pay
- Sick Leave without Pay
- Long Term Disability
- Union Leave of Absence with Pay
- General and Education Leave (as per Article 35-10) Under One Month
- Unpaid Union Leave (as per Article 35-1[a]) Under One Month
- Workers Compensation
- Maternity Leave (of 20 weeks in duration or less)
- Parental Leave (of 17 weeks in duration or less)
- P.I.P.P. Leave.

20-12 Employees who are successful for promotion or transfer to a CUPE Exempt position and successfully complete the probationary period specified in Article 12-5 of the Agreement shall retain their seniority in the bargaining unit to the date of leaving the unit.

20-13 Employees who are promoted or transferred to a position within another civic bargaining unit shall retain their seniority to the date of leaving the unit for a maximum period of six months or such other period as may be agreed to by the City and the Union. Alternatively, and at the sole discretion of the Department Head, employees may retain their seniority to the date of leaving the unit for a maximum period of 24 months provided their position is backfilled and CUPE union dues are paid during the period of their absence.

ARTICLE 21 – SENIORITY LISTS

- 21-1** On or before March 31st of each year the City shall provide the Union with Departmental Seniority Lists as at January 1st for all employees for whom the Union is certified to bargain.
- 21-2** Departmental Seniority Lists shall contain the following information:
- 1) Name of Employee
 - 2) Branch
 - 3) Classification
 - 4) Classification Seniority Date
 - 5) Department Seniority Date
 - 6) Bargaining Unit Seniority Date
- 21-3** Departmental Seniority Lists shall be made available for employees' review.
- 21-4** Upon written request of the authorized Union Representative, the City will provide a reasonable number of additional Seniority Lists.

ARTICLE 22 – SICK PAY REGULATIONS

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 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.

22-2 Notification of Employer

Every employee shall notify or cause someone on

his or her behalf to notify the Department or Branch without delay and whenever possible prior to the start of his or her shift if he or she is unable to report for any reason outlined in Article 22-1. Employees attending pre-scheduled medical appointments shall provide at least 24 hours of advance notice to their Department or Branch.

22-3 Annual Paid Sick Leave

At the beginning of each year every permanent employee will be credited with 15 sick day credits. Temporary, seasonal, part-time, and probationary employees will be credited with or be entitled to sick pay credits on the basis of 1¹/₄ days per month worked, but will, however, only be eligible for sick pay after working 126 days, but at that time will be entitled to 1¹/₄ days per month worked from the date of their commencement of employment.

Temporary, seasonal, and part-time employees will lose eligibility and accumulated sick benefits if they do not work in excess of 63 days in each calendar year, or if they do not make themselves available for work offered by the City.

When temporary or probationary employees are made permanent, the sick time available to them shall be calculated on the same basis as if they had been permanent throughout the period of their employment, providing they have retained eligibility as outlined above.

22-4 Accumulation of Sick Leave

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

22-5 Deductions from Sick Leave

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

For employees working at Shoal Lake, Hadashville and Ross, if any of the six absences as noted above involves a medical appointment in Winnipeg, no deductions shall be made for periods of four hours or less.
- b) **Part-time employees shall have no deductions made from their sick leave for periods of two hours or less based on the following:**
 - i) **A seven hour day employee that has worked 21 hours a week or more on average, or an eight hour a day employee that has worked 24 hours a week or more on average shall be entitled to a maximum of six such absence each calendar year.**
 - ii) **Part-time employees that work less than the hours set out under Subsection (i) above shall be entitled to a maximum of three such absences each calendar year.**
- c) An employee who has had accumulated sick credits and subsequently used all his or her credits will be entitled to the benefit of this Article regarding absence for two hours or less, or four hours or less at Shoal Lake, Hadashville and Ross, to the maximums noted above.

22-6 Proof of Illness

Management may require an employee, on returning to work, to produce a certificate from a medical practitioner certifying that he or she was unable to carry out his or her duties due to illness. Such certification may be subject to review by the City's medical practitioner(s).

In addition, employees absent due to extended illness may be required to produce a medical certificate including, where possible, the estimated date of return of the employee. Employees shall not ordinarily be required to provide any additional medical certificate prior to return to work except in the following circumstances:

- 1) once every 20 days where no estimated date of return can be provided;
- 2) where the absence exceeds the estimated date of return.

22-7 Sickness While on Vacation

Where an employee on vacation becomes ill to the extent that he or she requires the services of a medical practitioner or licensed chiropractor, provided such illness is shown to be in excess of three days, such employee shall be allowed to use his or her sick leave credits for the period the medical practitioner or licensed chiropractor states he or she would have been unable to carry out his or her duties at work.

22-8 Illness of Family Members

An employee shall be allowed to utilize a maximum of **four** days per year of accumulated sick leave credits for the purpose of providing care for his or

her spouse, child who is ill, including child of a registered common-law spouse, parents and parents-in-law, grandchildren **and legal guardian**.

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.

22-9 Sick Pay at Lay Off and Recall

When an employee is laid off on account of lack of work he or she shall not receive sick leave credits for the period of such absence, but shall retain his or her cumulative credit, if any, existing at the time of such lay off. In cases where an employee is off work due to sickness and in receipt of sick pay, he or she shall be notified by the Department, in writing to his or her last known address, of the fact that his or her seniority group has been laid off and his or her sick pay stopped as of the particular date. The reverse procedure will also apply. When an employee is called back to work and cannot do so due to illness, he or she can start using any sick leave credits he or she may have accrued. This provision will not apply to intermittent work of a short duration, i.e. one week or less.

22-10 Severance Payments

Upon (i) retirement (ii) death (iii) termination of service caused by transfer of a departmental function either in total or in part from the City to

another administration, an employee shall be entitled, or his or her estate shall be entitled, as the case may be, to receive payment or pre-retirement leave of an amount equivalent to the total outlined as follows:

a) Employees hired prior to February 8, 1995 shall be entitled to receive a severance payment calculated as follows:

(i) 25% of all unused sick credits earned as of January 1, 1995 (this will include the 15 days credited to permanent employees on January 1, 1995).

In addition, a severance payment calculated as follows:

(ii) One day of pay per year of service for the first 15 years of service;

plus

Two days of pay per year of service from Year 16 and beyond.

b) Employees who are hired by the City after February 8, 1995 shall be entitled to receive a severance payment calculated as follows:

One day of pay per year of service for the first 15 years of service;

plus

Two days of pay per year of service from Year 16 and beyond.

For temporary, seasonal and part-time employees, one year of service shall be equal to the accumulation of 252 days worked.

22-11 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

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, may use, for bona fide sick leave purposes, any overtime or compensating credits or vacation credits available to him or her.

22-13 Abuses of Sick Leave

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

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

22-15 Sick Pay Supplement for Rehabilitative Employment

If, as a result of illness or accident, an employee is unable to perform the normal functions of his or her position, but is, however, capable of performing in an alternate position which the City is prepared to make available to the employee, the following shall apply:

- a) Upon medical certification satisfactory to a Medical Health Officer designated by the

City, the employee will be assigned to the alternate position at the appropriate rate of pay for that position.

- b) **The employee shall be entitled on a biweekly basis, to utilize accrued sick credits to supplement his or her rate of pay in the alternate position; but the combination of sick pay supplement and rate of pay in the alternate position shall not exceed the regular rate of pay in his or her former position.**
- c) These sick pay supplements shall cease as soon as the employee qualifies for disability benefits.

22-16 Integration of Manitoba Public Insurance Corporation P.I.P.P. Benefits with Sick Leave Benefits

The City of Winnipeg and the Canadian Union of Public Employees, Local 500 agree that as a result of the introduction of the Personal Injury Protection Plan (hereinafter referred to as "P.I.P.P.") by the Manitoba Public Insurance Corporation, any employee covered by this Agreement who is in receipt of benefits under the P.I.P.P. Program and who chooses to concurrently claim sick leave benefits under the provisions of Article 22 – Sick Pay must integrate and coordinate those benefits to ensure that the total benefits provided under both Programs do not exceed 100% of net take home pay. This integration and coordination of benefits shall occur in the following manner:

The total value of income top up provided under Article 22 shall be charged against the

employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time of application for the integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top up in accordance with Article 22-12. An employee who has exhausted all overtime, compensating or vacation credits shall be entitled to only those benefits provided under P.I.P.P.

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

Employees will be required to release all necessary information regarding the benefits received under the P.I.P.P. Program, prior to the coordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick pay top up. Should an employee collect benefits under the P.I.P.P. Program and simultaneously claim for and receive full sick pay benefits, where the value of P.I.P.P. benefits and sick leave benefits exceeds 100% of net take home pay, the City will be entitled to recover the full value of all sick pay benefits that when coordinated with P.I.P.P. benefits exceeded 100% of net take home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefits.

Employees who choose to integrate P.I.P.P. benefits with paid sick leave shall be entitled to receive

all other benefits set out under this Agreement during the period that 100% of net take home pay is provided under this Agreement, for a maximum period of six months or until approved for disability benefits through the Employee Benefits Board.

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

Further, the City and CUPE agree to establish a joint work group consisting of no more than two representatives appointed by the City and no more than two representatives appointed by CUPE, responsible for developing processes and calculations that will ensure the proper and accurate calculation and payment of sick pay top up to 100% of net take home pay.

ARTICLE 23 – COMPENSATION FOR INJURIES

23-1 In all cases where compensation for loss of wages is paid by the Workers' Compensation Board on account of injury to employees, the employees shall be allowed compensation as follows:

- a) During the time they are totally incapacitated, to the extent of their net pay as of the date of their injury, and as such net pay for the classification changes from time to time thereafter; and shall reflect the non-taxable status of payments attributable to Workers' Compensation benefits.

However, in cases where employees are receiving compensation as outlined above

and their seniority group is laid off, employees shall be entitled only to those benefits provided under the Workers' Compensation Act. In the event that legislation is passed which makes Workers' Compensation benefits taxable, it is agreed that the full salary provision would be reinstated.

- b) Where employees are not totally incapacitated and therefore employable, and are offered suitable employment within the City, procured for them by the City, in an amount sufficient to bring the salary of the position offered up to that in (a) above. In the event of a dispute the suitability of the employment offered shall be determined by the Appeal Board as defined in Article 1. Should the Board rule that the employment offered is suitable and the employee still does not accept the position, all supplementary payments from the City shall cease.
- c) Where as a result of a work-related injury/illness, employees are deemed entitled to Workers' Compensation benefits under this Article and subsequently apply for, and are approved for, Canada Pension Plan disability benefits for the same compensable injury/illness, the City will be allowed to reduce the pay provided in (a) above by the amount of monthly disability benefits received by employees from the Canada Pension Plan (the integration of benefits). This will not include any disability benefits received by employees which, due to a delay in adjudication by the Canada Pension Plan, were paid retroactively.

Employees, upon making application for Canada Pension Plan disability benefits, shall immediately provide written notification to the City of their application and, at the same time, will authorize the release of information from the Canada Pension Plan to the City by submitting a completed disclosure form available from their Department Head. Failure to provide notification of an application for benefits and a completed disclosure form shall entitle the City to suspend the payment of Workers' Compensation benefits until proper documentation is provided and to recover any overpayment made to employees as a result of their failure to provide notification and authorization of disclosure.

Employees, upon receiving approval for Canada Pension Plan disability benefits, shall immediately notify the City upon receipt of said approval in order to facilitate the integration of benefits in accordance with the above. Failure to do so shall entitle the City to suspend payment of Workers' Compensation benefits and to recover any overpayment made to employees by the City as a result of their failure to provide such information.

The City agrees to waive the application of Paragraph (c) for those employees who were in receipt of both Workers' Compensation and Canada Pension Plan disability benefits prior to February 8, 1995. This integration of benefits will apply only to employees granted Canada Pension Plan disability benefits after February 8, 1995.

- d) Payments by the City under Paragraphs (a) and (b) hereof shall be made only until such time as said employee is in receipt of disability pension under the City's Pension By-Law.
- 23-2** No payment shall be made under Article 23-1 for any period unless the Workers' Compensation Board grants compensation therefore.
- 23-3** The City agrees that notwithstanding any article to the contrary in this Agreement and without prejudice to its rights and legal liabilities in cases where employees are off work due to an injury received in the course of their employment, employees may, upon application, which shall be accompanied by medical certification when requested, be provided with an interim payment on their regular payday at the regular rate, provided the amount does not exceed the value of their accrued sick leave credits. In the event employees have exhausted their sick leave credits, then they may similarly use accumulated vacation credits. If the Workers' Compensation Board accepts the claim, the employees' sick leave records and/or accumulated vacation credits shall be credited with the number of days for which payment was authorized by the Board.
- 23-4** Neither the Union nor the City condones abuses of Workers' Compensation benefits. **The Union and the City jointly support the placement of employees requiring accommodation in accordance with the provisions of Article 37 – Reasonable Accommodation.**
- 23-5** Employees in receipt of Workers' Compensation benefits shall receive all the benefits of this Agreement for a period of one year. After one

year, such employees will receive only the following benefits: pension, group insurance, dental coverage, vision care, accumulation of seniority, accumulation of service for vacation qualification, but not vacation credits, accumulation of service for long service pay qualification, but not long service payment.

ARTICLE 24 – PUBLIC HOLIDAYS

24–1 a) Paid Public Holidays

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

- | | |
|-------------------|-----------------------|
| 1. New Year's Day | 6. The Annual Civic |
| 2. Good Friday | Holiday (if declared) |
| 3. Easter Monday | 7. Labour Day |
| 4. Day fixed for | 8. Thanksgiving Day |
| celebration of | 9. Remembrance Day |
| Queen's Birthday | 10. Christmas Day |
| 5. Dominion Day | 11. Boxing Day |

- b) One-half day shall be granted on the employee's last normal working day immediately preceding Christmas Day. This holiday shall be granted as provided to those employees who can be permitted time off. For those employees required to work, payment shall be made at the regular rate of pay and another one-half day compensating time off shall be granted at a time mutually convenient to the employee and Management.

24–2 Compensation for Holidays Falling on Saturday or Sunday

If any of the above holidays should fall on a Saturday or Sunday, in the case of those employ-

ees who would not normally work that Saturday and/or Sunday, or who do not regularly work on public holidays, the holiday shall be observed on the first following working day or as mutually agreed between the City and the Union.

24-3 Public Holiday Falling During Vacation

When the public holiday comes in the course of an employee's regular annual holidays, an extra day shall be allowed at a time within the discretion of the Department Head.

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. 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.

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. 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.

24-5 When Not Working on Public Holiday

- a) Except as herein otherwise provided, employees who do not work on an observed public

holiday shall be paid the equivalent of the wages they would have earned on that day had that day not been a public holiday.

- b) Employees are not entitled to pay for a public holiday in which they have absented themselves from work without consent either on the regular working day immediately preceding or following the public holiday.
- c) For the purpose of this Article, employees shall be considered to have worked for all of a working day when:
 - i) they report for work and are sent home due to inclement weather or breakdown of equipment;
 - ii) they are granted a leave of absence without pay.
- d) Notwithstanding the provisions outlined above, employees, whose working hours are less than as outlined in Article 17 of this Agreement, and who do not work on a public holiday, shall not be entitled to compensation for the public holiday unless they 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.

24-6 Religious Holidays

- a) Employees desiring to observe recognized religious holidays will be allowed up to two days time off with pay through one of two options:

- i) time off in lieu of Easter Monday or Boxing Day; or
 - ii) mutually agreed to alternate arrangements.
- b) Employees choosing to substitute religious holidays for Easter Monday and/or Boxing Day will, where practical, be allowed to work in their regular job classification and work location. Where this is not practical, employees may be redeployed to a position they are qualified for at a suitable work site. Redeployed employees will receive their regular rate of pay.
 - c) Employees choosing alternate arrangements will, through discussions with their supervisor, establish a practical and mutually agreed upon approach necessary to substitute their chosen religious holidays, to a maximum of two working days.
 - d) Written requests for either days in lieu of or for alternate arrangements must be submitted to the Department Head specifying the request at least 30 days prior to the religious holiday(s) to be observed.
 - e) Employees desiring to observe additional recognized religious holidays will be permitted time off on the basis of a leave of absence without pay or deduction from accrued overtime or vacations. Employees shall submit a written request to the Department Head specifying the date(s) at least 30 days prior to the religious holiday(s) and indicate on what basis the time off is to be taken.

ARTICLE 25 – VACATIONS

Employees shall be entitled to annual vacation with pay in accordance with their years of employment as hereinafter provided.

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

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

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.
- 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.
- 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.

- 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 there-

after, 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.
- 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.
- 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.
- 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 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.

25-4 Calculation of Vacation Pay

The vacation pay of employees who have been engaged on higher rated work in a vacation year, shall be prorated on the basis of completed months of service in the higher rated work and their regular classifications, calculated to the nearest half day.

25-5 Department Heads shall be responsible for arranging the holiday schedule prior to May 1st of any year, taking into consideration the requests received from employees when submitted to them prior to April 15th.

ARTICLE 26 – BENEFITS

26-1 (A) Dental Plan

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

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

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) – \$225.00 per eligible person in a 24 month period and \$50.00 for the cost of eye examinations in a 24 month period;
- ii) for part-time employees/dependent(s) – \$112.50 per eligible person in a 24 month period and \$25.00 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.

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.

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.

26-2 Group Life Insurance Plan

The following summary explains the main features of the Group Life Insurance Plan. It should be used as a guide only. The Group Insurance Plan By-Law 5644/91 must be consulted for the purpose of interpreting or applying the provisions of the Program.

a) Commencement of Insurance

On the first day of the pay period after they become a member of the Plan.

b) Amount of Insurance

The amount of insurance on the life of employees participating in the Plan is equal to one, two, three, or four times their annual earnings rate.

For this purpose each employee's annual earnings rate shall be determined by using the following procedure:

1) Permanent and Temporary Full-Time Employees

If you are working full-time and year round, your annual earnings for coverage purposes will be your average earnings for the 13 pay periods immediately before your date of death times 26 (i.e. 13 pay period average x 26).

If you did not receive earnings in each of these 13 pay periods, your earnings will be divided by the number of pay periods you did receive earnings; or

2) Casual, Part-Time, Seasonal and Job Share Employees

Your annual earnings for coverage purposes will be your earnings in the last 26 consecutive pay periods immediately before your date of death.

Employees will be insured for an amount of insurance equal to two times their

annual earnings rate unless they indicated that they want the amount of insurance to be equal to one, three, or four times their annual earnings rate.

c) Termination of Insurance

Employees' insurance terminates on the last day of the pay period in which they terminate service unless they are receiving pension from the **Winnipeg Civic Employees Benefits Program**. If they are receiving a pension they can continue to be insured. The Plan provides for a group term conversion privilege. Please contact the Employee Benefits Board for information.

d) Amount of Insurance After Pension Commences

- 1) Prior to Age 65
If they are not receiving a disability pension but have retired, 50% of the amount of the insurance in effect on their life immediately prior to retirement (but only with respect to one or two times annual earnings).
- 2) After Age 65 and Prior to Age 70
25% of the amount of insurance in effect on their life immediately prior to retirement (but only with respect to one or two times annual earnings).
- 3) After Age 70
15% of the amount of insurance in effect on their life immediately prior to retire-

ment (but only with respect to one or two times annual earnings).

e) Payment of Insurance

Your Group Life Insurance will be paid in a lump sum to your designated beneficiary or estate in the event of your death.

f) Long Term Disability

If you are receiving Long Term Disability benefits, you will automatically be covered for Group Life Insurance and your premiums on your disability benefits will be waived. If you are working and receiving disability benefits, you will only pay premiums on your employment earnings. If you elect to increase your coverage while in receipt of disability benefits, you will be required to pay the additional cost.

g) Who Pays for the Cost of My Insurance?

You and the City share the cost. If you are a member of the Plan, you will contribute:

- 1) **.125 %** of your biweekly earnings if you elect to be insured for one times your annual earnings rate.
- 2) **.25%** of your biweekly earnings if you elect to be insured for two times your annual earnings rate.
- 3) The entire cost of the additional insurance equal to one times your annual earnings rate if you choose to be insured for three or four times your annual earnings.

The cost of the additional insurance is:

**BIWEEKLY PREMIUM AS A PERCENTAGE
OF EARNINGS**

Age of Employee	THREE TIMES		FOUR TIMES	
	Non- Smoker	Smoker	Non- Smoker	Smoker
Under 30	.02%	.04%	.04%	.08%
30 to 34	.03%	.06%	.06%	.12%
35 to 39	.05%	.08%	.10%	.16%
40 to 44	.06%	.12%	.12%	.24%
45 to 49	.10%	.20%	.20%	.40%
50 to 54	.17%	.32%	.34%	.64%
55 to 59	.33%	.65%	.66%	1.30%
60 to 64	.59%	1.17%	1.18%	2.34%
65 to 69	.86%	1.69%	1.72%	3.38%

These are the rates effective January 1, 2006. The contribution rates are not a negotiated item, but are set by the Board of Trustees based on the recommendation of the Actuary and may change at any given time.

26-3 Pension Plan

1. The parties agree to participate in the Winnipeg Civic Employee Benefits Program (the "Program") and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees Pension Plan, the Winnipeg Civic Disability Plan and the Winnipeg Civic Employees Early Retirement Arrangement;

2. Any disputes with respect to member benefits under the Program shall not be subject of the grievance and arbitration procedure under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

ARTICLE 27 – TECHNOLOGICAL CHANGE

- 27-1** A minimum of 90 days before the introduction of any technological change or changes in methods of operation which affect the conditions of employment, wage rates or work loads, the City shall notify the Union of the proposed change. Any such changes shall be the subject of discussion between the Union and the City.
- 27-2** Where practical, no permanent employees shall be dismissed by the City because of mechanization or technological change provided they are prepared to take the City's retraining program as soon as such retraining is available.
- 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.
- 27-4** No additional employees shall be hired by the City on a permanent basis until those employees concerned are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge and skills required for retention of their employment.

27-5 Employees who participate in the City's retraining program shall receive salary protection in accordance with Article 19-8.

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

The City and the Union agree that a committee of Management and Union Representatives 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 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

The City will arrange to provide eligible employees required to wear safety footwear with an annual payment of \$103.00. 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.** Refuse Section Equipment Operator III's are eligible to receive an additional \$103.00. Payments for eligible employees will be made in January where practicable. Additional payment for Operator III's will be made by June 30th.

Tool Insurance

Tool losses are subject to a \$25.00 deductible. The City shall pay 100% of tool insurance.

ARTICLE 29 – STANDBY TIME

29-1 In cases where standby service is required by the Department Head, standby rates shall be two hours of pay at the regular rate for each eight hour period of scheduled standby duty. Minimum call out rates of pay will not apply during a standby period. Overtime will be compensated for at the appropriate rate as outlined in Article 18 on the basis of time worked.

If a public holiday falls during the time an employee is on standby, he or she shall not receive standby pay for the first eight hours of standby duty but will receive a compensating day off in lieu thereof. Two hours of pay at the regular rate will be paid for each additional eight hour period of scheduled standby duty on a public holiday.

29-2 When an employee is requested to stand by for less than a full shift the two hours of standby pay shall be prorated.

ARTICLE 30 – REPRESENTATION OF EMPLOYEES

The City Council or Committee of Council shall receive the designated representatives of the various employee organizations to discuss wages and general working conditions. The Committee or delegates shall not normally exceed 14 in number.

ARTICLE 31 – GRIEVANCES

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.

Step 1

Within 15 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.

The parties will approach the resolution of grievances in a problem solving manner. 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.

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 was taken up with the immediate Supervisor, submit to the Department Head a written statement of the particulars of the grievance and redress sought with a copy to the Labour Relations Coordinator.

The Department Head or designate shall render his or her decision, in writing, with reasons, within 15 working days after receiving the grievance.

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, within 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.

- 31-2** Notwithstanding the procedural steps above, where circumstances giving rise to the grievance concern a transfer or promotion to another branch or department, the Grievance Committee of the Union or a staff representative of the Union may within 15 working days of when the employee was advised in writing that he or she was not receiving the transfer or promotion, make an initial submission in writing to the Branch or Department Head concerned. Failing satisfactory settlement being reached, the grievance would proceed to Step 3 above.

In addition, notwithstanding the time limits specified above, longer time periods may be substituted therefore by mutual agreement.

- 31-3** All conferences between the Union personnel and the City administrative staff, referred to in the above outlined grievance procedure will be held by appointment during regular working hours without loss of time to employees.
- 31-4** It is further agreed that at the request of the Grievance Committee, the Union Representative will be called in on any dispute that may be the subject of negotiations.
- 31-5** If it is found by either the Department Head or the Chief Administrative Officer or designate, that an employee has been unjustly discharged or dealt with, such employee may be reinstated under terms and conditions set by the Department Head, the Chief Administrative Officer or designates.
- 31-6** The City agrees to recognize the Grievance Committee of this Union and its representatives as the sole representatives of the employees covered by this Agreement, but this will not prevent any employee from applying to be heard on his or her own behalf in any negotiations under this Section.
- 31-7** An accredited steward will be recognized on behalf of the employees whom he or she represents by the immediate superior of such employees, and failing satisfaction, by the more responsible officials in turn, to the Department Head.
- 31-8** The Union and its representatives may originate a policy grievance on behalf of an employee or group of employees, and to seek adjustment with the City in the manner provided in the grievance procedure. Such a grievance shall commence at the Department Head level.

ARTICLE 32 – ARBITRATION

32-1 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement.

Where subsequently, both parties agree in writing, the Board of Arbitration shall consist of a single arbitrator.

In the event either party does not agree to a single arbitrator or in the event the two parties are unable to agree on an individual to serve as a single arbitrator, within 15 days of receipt of notification by registered mail specified above, the party originating the arbitration request shall notify the other party by registered mail, the name of its nominee on an arbitration board. Within 15 days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial chairperson.

32-2 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

32-3 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall

hear and determine the differences of allegations and render a decision within 10 days from the time the Chairperson is appointed.

32-4 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

32-5 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

32-6 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the arbitrator it appoints
- 2) half the fees and expenses of the Chairperson.

32-7 Amending of Time Limits

The time limits fixed in this arbitration procedure may be extended by consent of the parties to this Agreement.

32-8 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witness, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 33 – CHECK OFF

- 33-1** The City agrees to the compulsory check off of union dues on a biweekly basis for all employees covered by this Agreement as provided in the Rand Formula and subject to all the terms and conditions set out in the said Formula so far as the same can be made applicable to this Agreement. The said deduction of union dues will be forwarded forthwith to the Union.
- 33-2** In consideration of the premises, and of the City making the compulsory check off of union dues as herein provided, the Union agrees to and does hereby indemnify and save the City harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the City by reason of the City making the compulsory check off of union dues provided for in Subsection 33-1 hereof.
- 33-3** The Union agrees that, in respect to monies collected from employees, who by affidavit state they are members of a religious body which precludes membership or financial support to a trade union, said monies shall be turned over to an agreed upon charitable organization such as the Red Cross or the United Way.

ARTICLE 34 – MEDICAL EXAMINATION

Before a new employee completes his or her probationary period with the City or is initially confirmed as permanent, the City's medical health practitioner(s) may be required to certify to the Department Head concerned that the employee is physically fit for the work of the appointment.

ARTICLE 35 – LEAVE OF ABSENCE

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 work. Such employee shall receive his or her rate of 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 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.

35-2 Leave for Public Duties

The City recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the City will grant leave of absence without loss of seniority but without pay so that employees, where eligible, may be candidates in a federal, provincial or municipal election.

Any employee who is elected to public office shall be granted by the City leave of absence without loss of seniority, but without pay, for a period of up to one year. Such leave shall be renewed each year, on request, during his or her term of office.

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, wife, husband, brother, sister or child, 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 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, 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 Funeral 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.

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 14 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 employee returning to work after maternity leave shall provide the City with at least two weeks of notice prior to the date of returning to work. Employees who are per-

manent or who have been full-time temporary for a period of not less than two years shall, on return from 20 weeks or less of maternity leave or combined maternity and parental leave of 52 weeks or less, 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 in the job.

All employees not referred to above, including those who take more than 52 weeks of leave 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.

- f) 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 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 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 20 weeks or less of maternity leave or combined maternity and parental leave of 52 weeks, 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 in the job.

All employees not referred to above, including those who take more than 52 weeks of leave 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

- a) The City will grant a leave of absence not to exceed 52 continuous weeks to any employee who has completed 12 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 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 20 weeks or less of maternity leave or combined maternity and parental leave of 52 weeks, 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 in the job.

All employees not referred to above, including those who take more than 52 weeks of leave 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.

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

35-7 Foster Care

An employee may use vacation and/or banked time for the purpose of introducing a foster child into their home. The employer will make every reasonable effort to accommodate such requests.

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. 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.

35-9 Benefits While on Leave Without Pay

Employees who are on an authorized leave of

absence without pay, will be allowed, on request, to pay the fringe benefits as provided in this Agreement within the policies and regulations governing said benefits.

35-10 General and Educational Leave

An employee may be granted a leave of absence without pay and without loss of seniority for educational leave, for compassionate leave or for personal reasons, where, in the opinion of Management such leave will not adversely affect the operation of the City.

The City agrees that it is to the mutual benefit of both the City and the employee to improve the educational standards of the workforce. Accordingly, the City shall, wherever practical, permit employees with five or more years of seniority up to one year of educational leave without pay. Approval for general or educational leave will not be withheld unreasonably.

35-11 Job Sharing

The City and the Union jointly affirm that programs which encourage employees to retain their employment with the City are of mutual benefit. One method of ensuring that this occurs is a formal job sharing arrangement.

Job sharing provides a systematic method of restructuring full-time work in order to accommodate the particular needs of employees (these include child care and further education), and provides the organization with an opportunity to retain skilled employees who might otherwise be forced to resign from their jobs.

Section One – General Terms and Conditions

- 1.01** Requests for job sharing will be employee initiated through the Department Head and will be granted at the discretion of the Department Head. If the employee wishes to job share, the employee is responsible for finding a job sharer. Positions filled through job sharing must lend themselves to this type of staffing arrangement.
- 1.02** Prior to any individual job sharing arrangement being confirmed, it must receive the concurrence of the Union.
- 1.03** Only employees who have completed their probationary period within their existing position and are qualified to carry out the duties of the job share position shall be considered for job sharing.
- 1.04** Applicants for job sharing must be in positions of the same classification. (Any exceptions to this will be by mutual agreement between the City and the Union.) The job to be shared must be currently held by one of the incumbents requesting job sharing. No one job sharer shall own the position after the job share agreement has commenced. If an employee has obtained permanent status prior to job sharing, the permanent status will be retained.
- 1.05** A participant in the job sharing program must provide at least 60 days notice of intention to terminate employment with the City of Winnipeg.

In job sharing arrangements of one year or less, job sharers and Department Heads must provide at least one month's written notice of their intention to withdraw from the arrangement. In such instances, job sharers shall be returned to the position they occupied prior to the start of the job share. Should that position be eliminated during the employee's job share arrangement, the employer shall notify the employee and the employee shall exercise his or her rights as though he or she had remained in the job.

Job share arrangements which have been renewed and have continued for longer than one year will require 90 days written notice of withdrawal from the job sharers or the Department Head. Upon the conclusion of these longer job share arrangements, job sharers shall be returned to a comparable position at not less than the same wages. Should a comparable position not exist, the employees will be entitled to exercise their seniority rights.

When one of the job sharers resigns from the job share position or is promoted, the position will be offered to the other employee on a full-time basis, except where that employee was previously a part-time or seasonal employee, or from another Department, in which case that remaining employee will revert to their former position unless another employee from the same Department agrees to job share in that position (and in accordance with Section 1.01).

- 1.06** An employee wishing to continue job sharing has the responsibility to find a job sharer and must initiate a new request to job share. That remaining employee must carry out the duties of the position on a full-time basis until such time as another job share partner is found.
- 1.07** In the event an employee wishing to job share is unsuccessful in locating a qualified partner, the Department Head shall bulletin the job share position upon request from the employee. The bulletin would be City wide with hiring preference given to a qualified staff person within the same department.
- 1.08** In the event of full-time positions becoming vacant because of an agreement to job share another position, such vacancy will be filled temporarily for the first year in accordance with Article 12 of the Collective Agreement.
- 1.09** An employee who is participating in a job sharing arrangement shall be eligible to apply for promotion or lateral transfer. If successful, the employee will be required to terminate the job share arrangement and assume the duties and responsibilities of the new position on the date specified by the Department.
- 1.10** If there is more than one request for job sharing in the same classification and the Department is unable to grant all requests, first consideration will be given to the senior applicant.

1.11 Where available, prior to the development of a job sharing agreement, individuals will be given the option of part-time work.

In the event the employee accepts the part-time work, this Agreement shall not apply.

Section Two – Rates of Pay and Benefits

2.01 Rates of pay for job sharers will be based on the daily rate which is equal to 1/10th of the biweekly rate.

2.02 Employment Insurance and Canada Pension Plan contributions will be based on actual earnings.

2.03 Job sharers will each be eligible for the following benefits on the same basis as part time employees:

- sick pay credits
- dental plan
- vision care plan
- maternity leave
- bereavement and funeral leave
- workers' compensation
- long service pay
- group insurance
- disability benefits
- pension plan (Section 2.06).

2.04 Vacations shall be calculated according to Articles 25-2, 25-3, 25-4 and 25-5. Job sharers will have the option of being paid or taking time off.

2.05 Paid public holidays will be divided between the two job sharers based on time

worked. For example, if the job is split 50/50, then public holidays will be split 50/50. If the job is split 60/40, then the public holidays will be split 60/40 and so on. The job sharers will develop a payment schedule in conjunction with the Department Head.

- 2.06** The Pension Plan shall be administered in accordance with the City of Winnipeg Pension Plan.
- 2.07** Overtime will be considered as time worked in excess of the regular working hours in any work day, i.e.: clerical – 8:30 a.m. to 4:30 p.m.; or time worked in excess of the total regular hours of work for the shared position in any work week, i.e. 35 or 40 hours.
- 2.08** Job sharers eligible for tool allowance shall receive this benefit on a pro rata basis.
- 2.09** Employees will accrue service for actual time worked in the job share position. If one of the job sharers is a part time or seasonal employee or from another Department, they will continue to maintain seniority only in their former position/department and will not accrue seniority in the job share position/department.
- 2.10** Increments will be awarded on a pro rata basis, i.e.: job sharers will be eligible for an increment after working the equivalent of one full year (252 days).
- 2.11** Each job sharing agreement must be renewed annually. Job sharers must pro-

vide at least one month of written notice of their request to renew their agreement. In no case will an agreement exceed 10 years.

35-12 Compassionate Care Leave

An employee shall receive compassionate care leave without pay, of up to eight weeks, subject to the following conditions:

- a) An employee must have completed 30 days employment as of the intended date of leave unless otherwise agreed to by the employer.**
- b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.**
- c) An employee may take no more than two periods of leave totalling no more than eight weeks, which must end no later than 26 weeks after the day the first period of leave began. No period of leave may be less than one week's duration.**
- d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.**
- e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 - 1) a family member of the employee has a serious medical condition with a significant risk of death within 26 weeks from:
 - i) the day the certificate is issued,**
 - or******

- ii) if the leave was begun before the certificate was issued, the day the leave began; and
- 2) the family member requires the care or support of one or more family members.
- f) A family member for the purpose of this Article shall be defined as provided for in the Employment Insurance Act.
- g) An employee may end their compassionate leave earlier than eight weeks by giving the Employer 48 hours' notice.
- h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- i) Seniority shall accrue during any period of leave under this Article.
- j) Prior to the commencement of approved Compassionate Care Leave, the employee can request the use of up to 10 days accumulated sick leave credits without a medical certificate being required.
- k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee, if entitled, shall revert to Bereavement Leave as outlined in Article 35-3 of the Collective Agreement.

ARTICLE 36 – PICKET LINES

No employee shall be required to cross a legally recognized picket line, except in cases where, in the opinion of the Department Head, it is necessary to provide emergency service.

ARTICLE 37 – REASONABLE ACCOMMODATION

37-1 The City and the Union jointly affirm that reasonable accommodation is the mutual responsibility of not only the employer and employee but of Management and Union as well. To achieve optimum placement of employees requiring accommodation, all components of an accommodation process must work in a co-operative and complementary manner.

37-2 Employees requiring accommodation shall be eligible for placement through the accommodation process. Included within this group are employees who:

- a) are on sick leave with or without pay; or
- b) are receiving disability benefits; or
- c) are receiving Workers' Compensation benefits; or
- d) have formally requested and qualify for accommodation under the Manitoba Human Rights Code.

37-3 Employees who are accommodated will be paid at the rate of pay for the classification in which they have been placed as provided for in the Collective Agreement, and subject to Article 23 and the Winnipeg Civic Employee's Long Term Disability Plan.

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 Corporate 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 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 Corporate 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 Corporate Services Department Staffing Branch may take into consideration performance ratings and appraisals as well as attendance records of the employee from other positions.

The Corporate Services Department Staffing Branch will advise the Union of accommodations

required and work jointly with the Union to facilitate the required accommodation.

37-6 In the event of a dispute among the Union, the employee and the City regarding the suitability of an accommodation on the basis of medically verified capabilities, the matter will be referred to an independent physician agreed to between the City and the Union for determination. The independent physician will determine whether the candidate is capable of performing the duties and responsibilities identified and this determination will be final and binding on all parties.

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. 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 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 Services Department Staffing Branch and Department Management, outlining their concerns.

- 37-8** Once accommodated employees have established seniority as noted in Article 37-7 above, they shall continue to maintain their seniority within their previous classification/department until such time as:
- a) they are found fit to return to their previous classification/department; or
 - b) they are promoted into, and establish seniority in a regular position where the salary provided is no less than that paid in their previous classification.

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 15th day of any month shall not be entitled to service pay for that month.
- b) Employees commencing service after the 15th 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:

\$ 7.50 per month after completion of 10 years service.
\$15.00 per month after completion of 15 years service
\$22.50 per month after completion of 20 years service
\$30.00 per month after completion of 25 years service
\$37.50 per month after completion of 30 years service
\$45.00 per month after completion of 35 years service

ARTICLE 39 – TOOL ALLOWANCE

Employees in the following classifications shall be provided, in December of each year, with an annual Tool Allowance as specified below for maintenance of their required tools. If the number of months an employee works within the eligible classifications is less than 12 months then the Tool Allowance shall be reduced proportionately.

CLASSIFICATION	TOOL ALLOWANCE
Mechanic Garage – First Class/Apprentice	\$181.50
Mechanic Garage – Leading – First Class	\$181.50
Mechanic – Foreman	\$143.00
Mechanic Garage – Leading	\$143.00
Mechanic – Industrial – Apprentice	\$143.00
Mechanic – Industrial – Leading	\$143.00
Instrument Technician	\$110.00
Machinist – Apprentice	\$110.00
Machinist – Leading	\$110.00
Welder – Apprentice	\$ 77.00
Welder – Leading	\$ 77.00
Carpenter – Apprentice	\$ 44.00
Carpenter – Leading	\$ 44.00
Painter – Apprentice	\$ 44.00
Painter – Leading	\$ 44.00
Servicer – Building Heating	\$ 44.00

ARTICLE 40 – CIVIL LIABILITY

If an action or proceeding is brought against employees covered by this Agreement for an alleged tort committed by them in the performance of their duties, provided such actions do not constitute a gross disregard or neglect of their duties as an employee, then:

- a) Employees, upon being served with any legal process, or upon receipt of notification of any action or proceeding as hereinbefore referred to, being commenced against them shall advise the City through the Head of their Department of any such notification or legal process.
- b) The City shall pay any damages or costs awarded against any such employees in any such action or proceedings and all legal fees; and/or
- c) the City shall pay any sum required to be paid by such employees in connection with the settlement of any claim made against such employees if such settlement is approved by the City through the office of the City Solicitor before the same is finalized;
- d) upon the employee notifying the City in accordance with Paragraph (a) above, the City and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the City shall unilaterally appoint counsel. The City accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

This Section shall not be construed to mean that the City shall pay any costs, expenses or fees for such member

incurred during or as a result of the City's internal disciplinary proceedings against such members.

ARTICLE 41 – CRIMINAL LIABILITY

If a criminal action including a Highway Traffic Act offence is commenced against any employees covered by this Agreement which action arises out of such employees' actions while in the performance of their duties and provided such actions do not constitute a gross disregard or neglect of their duties as an employee, then:

- a) Employees upon being charged with a criminal offence, or upon receipt of notification of the commencement of any criminal action being commenced against them or upon the Highway Traffic Act offence being commenced against them, shall advise the City through the Head of their Department of such criminal proceedings and may request that the City appoint counsel to represent the employee in such criminal action.
- b) Upon receiving a request from an employee to appoint counsel, the matter shall be referred to the City Solicitor and upon recommendation of the City Solicitor to the Chief Administrative Officer, the City may agree to appoint counsel on behalf of the employee.
- c) If the City agrees to appoint counsel on behalf of the employee, the employee and the City Solicitor shall forthwith meet for purposes of appointing counsel that is mutually agreeable to both parties. In the event the employee and the City cannot agree on who should be appointed as counsel, the City shall not be responsible for payment of legal fees.

- d) Only if the City agrees to appoint counsel will the City be responsible for payment of legal fees as taxed and approved by the City Solicitor.

This Section shall not be construed to mean that the City shall pay any costs, expenses or fees for such member incurred during or as a result of the City's internal disciplinary proceedings against such members.

ARTICLE 42 – CAR ALLOWANCE

The two parties agree to the following:

- 1) Effective date of ratification (**March 22, 2006**) and March 1st of each year thereafter, car allowance rates will be as follows:
 - a) **Required Category: 15.52¢/kilometre and \$337.81/month**
plus
6.30¢/kilometre of business use in excess of 12,000 business kilometres per year.
 - b) **Regular Category: 15.52¢/kilometre and \$15.22/day (per day used).**
 - c) **Occasional Category: 36¢/kilometre**

NOTE: Commuter travel between the employee's home and workstation is not business travel.

- 2) **Parking Costs at Permanent Workstation:**
 - a) **Required Category:** 100% of approved parking (not applicable if parking provided by the City).
 - b) **Regular Category:** 100% of employee's cost for those days when vehicle is used on City business.

- c) **Occasional Category:** Out of pocket additional expense on date of use.
- 3) **Parking Costs at Location Other Than Permanent Workstation:**
For All Categories: 100% reimbursement for any authorized expense incurred.
- 4) **Insurance:**
 - a) **Required Category:**
In March of each year (or prorated at other times for a partial year) payment be made equal to the difference in cost between business insurance and all purpose insurance for the employee's vehicle, subject to proof of purchase of business insurance by the employee.
 - b) **Regular Category:**
In March of each year (or prorated at other times for a partial year) payment be made equal to the difference in cost between business insurance and all purpose insurance for the employee's vehicle, subject to proof of purchase of business insurance by the employee.
 - c) **Occasional Category:**
No provision.
- 5) Effective March 1st of each year, the rate for fixed cost reimbursement shall be adjusted to reflect changes in the Statistics Canada indices (**Manitoba** Region – February to February change) using the published weightings for the following:
 - i) purchase of automobiles

- ii) drivers licences
 - iii) private and public insurance premiums
 - iv) registration fees
- 6) Effective March 1st of each year the portion of the per kilometre rate for maintenance shall be adjusted to reflect changes in the Statistics Canada indices (**Manitoba** Region – December to December change) using the published weightings for the following:
- i) tires
 - ii) batteries
 - iii) other automotive maintenance and repair supplies and parts purchased separately
 - iv) maintenance and repair jobs not covered by insurance.

The **2006** base figure is **\$0.0400** (which includes an amount for oil).

Effective March 1st of each year the portion of the per kilometre rate for fuel shall be adjusted to reflect the common pump price for regular unleaded gasoline in Winnipeg at that time. The **2006** base figure is **\$0.1152**. This rate shall be appropriately reviewed and adjusted on a quarterly basis.

**THE CITY OF WINNIPEG
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
SALARY ADJUSTMENTS 2005 TO 2007**

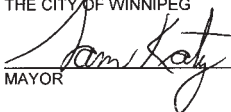
The City shall increase all bi-weekly/hourly rates in effect on **Pay Period #1 2006** as follows:

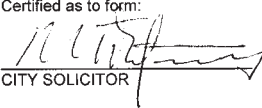
Effective Pay Period #1, 2006 (December 25, 2005)	1.75%
Effective Pay Period #1 2007 (December 24, 2006)	2.25%

IN WITNESS WHEREOF the parties hereto have executed these presents duly attested by their proper officers respectively on their behalf.

APPROVED:


MANAGER OF LABOUR RELATIONS
AND COMPENSATION

THE CITY OF WINNIPEG

MAYOR


Certified as to form:

CITY SOLICITOR

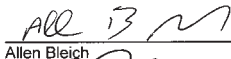

CITY CLERK

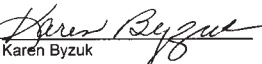
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

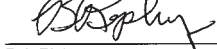

Gary Swanson



Greg Mandzuk



Nicole Campbell



Allen Bleich



Karen Byzuk

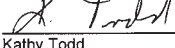

Bob Ripley

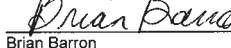

Sallie Catfield

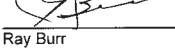

Alex McClurg


Tom Priestley


Ed MacDonald


Kathy Todd


Brian Barron


Ray Burr

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
Junior Zoo Attendant
Winter Sports Assistant
Cashier Casual
Landfill Helper
Parking Lot Attendant

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 I

APPENDIX 3
RE: LIST AND ORDER OF ARBITRATORS

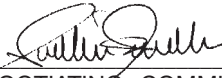
Ruth Krindle

Arne Peltz
Blair Graham, Q.C.

David Marr

Michael Werier

AGREED THIS DATE: March 22, 2006



FOR THE NEGOTIATING COMMITTEE OF THE
CITY OF WINNIPEG



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

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

RE: COMPRESSED WORK WEEK

The two parties agree to allow the implementation of the Compressed Work Week on essentially the same basis as was previously in effect in the Property Assessment Department and the Environmental Health Services Branch (Community Services Department), subject to the terms and conditions determined and recommended by the respective Department Heads as a result of discussions with the committees established in those departments.

AGREED THIS DATE: March 22, 2006



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: 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 Human Resource Services, 100 – 510 Main Street.
3. Laid off employees who have registered at Human Resource Services will be assigned to available work in other departments in order of bargaining unit seniority.
4. No other employees shall have seniority rights for work assigned in accordance with Clause 3 and, as such, will not be allowed to bump junior employees assigned to this work. These employees may, however, register for additional work at Human Resource Services and will be integrated into the list in order of bargaining unit seniority.
5. All employees accepting work in another civic department will be required to be available to work for the duration of the temporary assignment in the new department.
6. All seasonal/temporary employees shall be advised in writing of the procedures associated with registering for work at Human Resource Services at the time of lay off.

7. Seasonal/temporary employees placed in other civic departments will be recalled to their own Department in accordance with Article 20 of the Collective Agreement.
If an employee is working in another civic department at the time of recall, they shall either accept the recall or else forfeit all seniority rights for recall to their own department.
8. Should an employee work 126 days in another department they will have to either:
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.
9. Where it is deemed necessary, the City may require an employee to demonstrate their fitness to perform the duties of the position in accordance with Article 34, but for purposes of this Letter of Understanding it is understood that the employee will not be required to pay for any associated costs.

AGREED THIS DATE: March 22, 2006



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 AND
STAFF DEVELOPMENT**

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 of the workforce. 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. To this end:

1. The City will create an Education, Training and Staff Development fund of \$900,000 related to CUPE rated employees over two calendar years. A Joint Committee with equal representation from the City and Union shall discuss and implement decisions with respect to education, training and staff development. 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;**
2. **A Senior Steering Committee comprised of the Mayor, Chief Administrative Officer and the President of CUPE Local 500, shall be formed.**
 3. **The Joint Committee shall formulate a plan for Education and Staff Development that will be presented to the Senior Steering Committee prior to September 30, 2006. The Plan shall be updated and a report presented to the Senior Steering Committee prior to September 30th 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**
 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: March 22, 2006



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: REVIEW OF THE COLLECTIVE
AGREEMENT TEXT**

The City of Winnipeg and the Canadian Union of Public Employees, Local 500 agree to establish a committee responsible for formulating joint recommendations for revisions to the text of the current Collective Agreement, that without adding to, subtracting from or changing the existing provisions or intent of said document, will provide a clearer, more succinct description of the terms and conditions of employment between the parties and allow for a gender neutral document.

The composition of the Committee will be as follows:

FROM THE CITY OF WINNIPEG:

- two members representing the Employer;
- legal counsel from Legal Services, as required.

FROM THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500:

- two members representing the Employees;
- legal counsel for the Union, as required.

Joint recommendations, to amend the text of the existing Collective Agreement, shall be subject to review and approval by the Chief Administrative Officer, on behalf of the City, and by Central Council, on behalf of the Union, before such recommended changes are enacted.

AGREED THIS DATE: March 22, 2006



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: CLASSIFICATION REVIEW

The parties agree to continue discussion and review of the following:

- Clerical Series
- Foreman Series

It is agreed that agreements resulting from these discussions will be incorporated into the Collective Agreement following the next round of collective bargaining.

AGREED THIS DATE: March 22, 2006



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: FLEXIBLE WORKING HOURS

The City and the Union recognize the need of employees for flexibility in work schedules while recognizing and acknowledging that operational requirements must be met and maintained. Accordingly, flexible working hours may be established by mutual agreement between the employee and the City without committing either party to a permanent change or any additional cost to the City. Requests for flexible working hours shall not be unreasonably denied.

Examples of flexible working hour arrangements are:

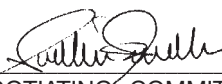
- Start and stop times that remain constant each workday.
- Start and stop times vary daily, but the same number of hours are worked every day
- Start and stop times with varied daily hours but the same number of hours are worked every week.

All terms of flexible working hour arrangements shall be in writing, with a copy forwarded to CUPE, Local 500. Employees may request flexible working hour arrangements in accordance with the following:

- The Department shall determine if staffing coverage is adequate and sufficient to meet operational requirements.
- The normal workweek as outlined in Article 17 shall be observed.

- Flexible working hours scheduled shall be evaluated within a three month period and may be cancelled by either party with 10 days written notice.

AGREED THIS DATE: March 22, 2006



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: 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 as contained in the document titled "Salary Deferral Leave Plan CUPE Employees" dated September 2000, are hereby incorporated by reference into this Collective Agreement and shall be made available to employees upon their request to either the Union or the Human Resource Services Section of the Corporate Services Department of the City.

AGREED THIS DATE: March 22, 2006



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: EQUITY AND DIVERSITY

The City and the Union agree to cooperate in creating a diverse workforce that is inclusive of all employees. The objectives of the 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 group members in the City of Winnipeg; including the active recruitment and hiring of designated group members;
- c) to prepare the organization for the increasing role designated group members will play in the workforce.

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.

AGREED THIS DATE: March 22, 2006



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: SAFETY REGULATIONS AND POLICY,
AND THE POTENTIAL DISCIPLINARY ACTION
ARISING FROM INFRACTIONS**

The City will take reasonable measures to provide all employees with the information, or summary thereof, concerning safety regulations and policy, and the potential disciplinary action arising from infractions.

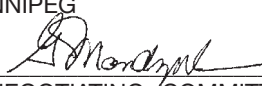
Notwithstanding any provisions to the contrary contained in the Collective Agreement, an employee may be suspended without pay and without a hearing in accordance with the following:

The employee will be notified, in writing, with a copy to the Canadian Union of Public Employees, Local 500, of the alleged infraction and the suspension to be recommended. In addition, the employee will be notified that should he or she desire a hearing to review the matter, he or she must, within 10 working days of the date of the notice, contact the President of the Canadian Union of Public Employees, Local 500, who in turn shall advise the City without delay.

AGREED THIS DATE: March 22, 2006



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**

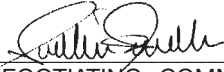
RE: BANKING OF SHIFT PREMIUM

The two parties agree that for the duration of this Agreement, employees will be permitted to bank their shift premium credits and opt for compensating time off (at a time mutually convenient to the employee and Management) or payment at the end of the year. In no circumstances will employees be permitted to carry over compensating time off beyond one year from the year in which shift premium credits were earned.

Employees opting to bank this time will be required to advise their Department in writing before December 1st of the year preceding the year in which they wish to bank time.

This Letter of Understanding may continue beyond the duration of this Agreement, but may then be terminated by the City in the following manner: the City shall provide written notification to the Union of the intention to terminate this arrangement and 30 days from the date of such notification the arrangement will cease.

AGREED THIS DATE: March 22, 2006



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: USE OF RECREATIONAL FACILITIES

The City and the Union agree that employees engaged in the delivery of Aquatics Programs, who are required to maintain a prescribed level of proficiency in swimming/lifesaving, shall be allowed free access to City pools for the purpose of maintaining this required level of proficiency. Fitness facilities in the same building may also be used. Access to these facilities will be restricted to the hours open to the public.

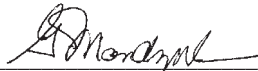
Employees wishing to obtain such free access shall submit an annual written request to the Pool Supervisor who will provide a non-transferable pass.

This provision will continue in full force and effect for the duration of the Collective Agreement or until the Community Services Supplementary Agreement is amended to include this provision.

AGREED THIS DATE: March 22, 2006



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: REDEPLOYMENT

It is understood that the employment security provided to permanent employees pursuant to Article 4-2 of this Agreement is conditional upon acceptance of any reasonable offer of alternative employment that may be made by the City in accordance with the terms of this Letter of Understanding.

The intent of the redeployment process is for the parties to endeavour to redeploy employees into appropriate vacant positions taking into consideration the positions which are available, and the skills and abilities of the affected employees to meet the requirements of the available positions.

The parties will work cooperatively to reach agreement on all cases of redeployment. In the absence of a joint recommendation by either the Joint Departmental Placement Committee or the Joint Corporate Placement Committee being made within a reasonable period of time, the City reserves the right to redeploy affected employees in accordance with the principles otherwise contained in this Letter of Understanding.

It is further understood that, notwithstanding any provision of this Letter of Understanding, the Letter of Understanding does not limit the right of any CUPE member to access the grievance procedure.

JOINT DEPARTMENTAL COMMITTEE

Placement within the Department

The City and Union shall establish a Joint Depart-

mental Placement Committee (JDPC) to facilitate the redeployment of permanent staff. This Committee shall make joint recommendations for placement of each affected employee in a mutually agreeable manner that balances the individual circumstances of the employee and the operational needs of the Department.

The Committee shall attempt to redeploy the affected employee(s) within the Department through placements in suitable vacancies. The Committee will consider such issues as retraining, probationary period, salary protection, leg-up protection, allowing displaced employees to meet qualifications within a reasonable period of time, or any other matters deemed appropriate, including seniority, for the success of the particular placement.

The affected employees do not have the right to refuse placement in a suitable vacancy provided that position constitutes a reasonable offer of alternative employment, and shall forfeit all employment security rights pursuant to the Agreement in that event.

Employees will have their rate of pay protected at the rate of their regular classification if they are placed into a classification with a lower rate of pay. Salary protection shall commence, and apply to all affected employees in the form of "present incumbent only status", for a period of two years, effective the date of the first redeployment or secondment amongst a group of affected employees or the period shall commence as otherwise agreed to by the parties after consideration of all relevant factors. At the end of the two year period, "Red Circling" will commence until such time as the salary paid falls within the salary range of the new position.

“Present incumbent only” means that the employee’s rate of pay shall be fixed at his/her current step in his/her former salary range, and s/he shall receive negotiated salary increases/decreases applied to that step in that salary range. “Red circling” means an individual’s rate of pay remains at the current increment level and that individual will receive fifty percent of the economic increases until such time as the salary paid falls within the salary range of the new position. However, it is understood that in the event of any salary decrease the full amount of that decrease will be applied to the salary paid.

Where placement within the Department is not possible within a reasonable period of time, the matter will be referred to the Joint Corporate Placement Committee.

JOINT CORPORATE PLACEMENT COMMITTEE

Placement within the Civic Service

The City and Union shall establish a Joint Corporate Placement Committee (JCPC) to facilitate the redeployment of permanent staff not accommodated within their own Department. This Committee shall apply the same principles in carrying out its responsibilities as the Joint Departmental Placement Committee, and be given additional authority to access information such as:

- a) current CUPE establishment by Department**
- b) current vacancies**
- c) current bulletined positions**
- d) projected establishments, vacancies and retirements**

- e) a listing of all employees with leg-up protection and salary protection
- f) current seniority lists


BUMPING RIGHTS

Affected employees may only exercise their bumping rights in the event that a reasonable offer of alternative employment has not been made within 12 months from the date the employee was first referred to the Joint Departmental Committee or such longer period as may be agreed to by the parties. It is understood that civic seniority only shall apply when an employee exercises his/her bumping rights under this Agreement. Salary protection will not be provided employees who bump into a lower rated position.

AGREED THIS DATE: March 22, 2006



FOR THE NEGOTIATING COMMITTEE OF THE
CITY OF WINNIPEG



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

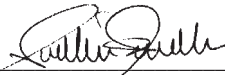
**LETTER OF UNDERSTANDING BETWEEN
THE CITY OF WINNIPEG AND THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: LEAVE OF ABSENCE – LOCAL 500
UNIT PRESIDENTS**

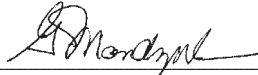
The Parties recognize the value of positive and timely labour relations. Therefore the parties agree that upon request the Union and representatives from the Department shall meet to discuss the feasibility of implementing full time Unit President positions, or other arrangements that may be deemed appropriate.

Such agreements shall be contained in either a Letter of Understanding or Supplementary Agreements.

AGREED THIS DATE: March 22, 2006



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: 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. During the course of collective bargaining and until ratification of the Collective Agreement,

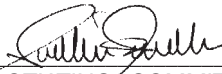
the City affirms that it has no intention to contract out work beyond current levels.

PROCESS


- 1. 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.**
- 2. 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.**
- 3. 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.**
- 4. 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
5. 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.
 6. 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.
 7. 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.

AGREED THIS DATE: March 22, 2006



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: 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 want support or assistance in approaching the person, you may consult your supervisor, Union Steward, co-worker or Departmental Human Resource Representative.

If the issue involves your immediate Supervisor, you may contact the Departmental Human Resource Representative or your 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 are unable to approach the other person, or after approaching them, you do not feel the problem has been resolved, proceed to Step 2.

Step 2 – Problem Solving

Report the issue to your immediate Supervisor. You may request the help of a Union Representative if you 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 unresolved, proceed to Step 3.

Step 3 – Resolution of Issue

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 may exercise their rights under Article 31 – Grievances.

3. COMMUNICATION AND FOLLOW UP

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

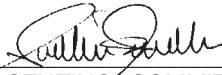
4. MALICIOUS OR VEXATIOUS COMPLAINT

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

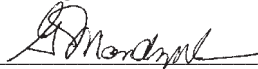
5. REVIEW

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.

AGREED THIS DATE: March 22, 2006



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: ATTENDANCE MANAGEMENT

The City expects employees to fulfill their contractual obligations and it is the employee's responsibility to maintain regular and consistent attendance at work. Involvement of the Union in the attendance management process is critical to resolving issues and ensuring the success of attendance management programs. The City is responsible for creating a working environment that supports the physical, psychological, and social well-being of employees.

Culpable or blameworthy absenteeism will be subject to the disciplinary process specified in the Collective Agreement. Non-culpable or innocent absenteeism will not be subject to disciplinary action.

The parties agree that the development of a comprehensive attendance management program shall recognize the above noted principles.

AGREED THIS DATE: March 22, 2006



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: PROTECTIVE/SAFETY CLOTHING
AND EQUIPMENT**

The parties agree to appoint their representatives to a committee pursuant to Article 28 within 90 days of notification of this Collective Agreement. The Committee shall review the Protective Clothing List during the term of the Agreement and make recommendations for appropriate changes.

AGREED THIS DATE: March 22, 2006



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: STUDENTS

The City agrees to provide the Union with the names of employees who continue to be employed with the City as Temporary or Part-Time employees beyond Labour Day each year. The list will be provided by Corporate Services by October 31 each year and shall include the name, status, classification and employing Department.

AGREED THIS DATE: March 22, 2006



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: ELECTRONIC PAY ADVICE

The City and the Union agree to a pilot project that would provide employees with electronic statements of earnings and deductions in accordance with the terms of this Letter of Understanding.

Effective April 1, 2006, employees with direct access to a computer at their workstations will be provided electronic pay statements as well as printed pay statements until June 30, 2006. The Employer will give the employees participating in the project the opportunity to make a decision to continue receiving a printed statement. The implementation of this pilot project including location/duration/work sites will be done in consultation with the Union. The parties agree to review the initial pilot project prior to further expansion of the project. However, in no case will printed statements be discontinued for employees who do not have computer access until a mutually acceptable agreement has been reached.

AGREED THIS DATE: March 22, 2006



FOR THE NEGOTIATING COMMITTEE OF THE
CITY OF WINNIPEG



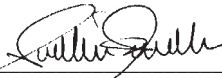
FOR THE NEGOTIATING COMMITTEE OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 500

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

RE: UNION SIGNAGE

The City and the Union acknowledge the quality of work performed by CUPE rated staff and agree to enter into discussions during the term of this Agreement regarding the posting of signage at City operated facilities that the services therein are provided by CUPE Local 500 members.

AGREED THIS DATE: March 22, 2006



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: LTD EMPLOYEE WELLNESS

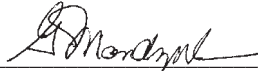
All employees in receipt of Winnipeg Civic Employee Benefits Program (WCEBP) disability benefits will have free access to City pools and recreation facilities, effective January 1st, 2007. This does not include recreation or aquatic registered programs.

Employees must request and receive their pass through their Human Resource Section. Passes will be issued on a six month basis, are not transferable and are the property of the City of Winnipeg. Once an employee is no longer in receipt of disability benefits they must forfeit the pass.

AGREED THIS DATE: March 22, 2006



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: VACATION ACCRUAL BY CALENDAR YEAR

The parties agree to establish a joint committee to study the accrual of annual vacation on a calendar year basis.

The parties will conclude the study during the term of the Collective Agreement and implement changes if deemed appropriate by mutual agreement during the next round of collective bargaining.

AGREED THIS DATE: March 22, 2006



FOR THE NEGOTIATING COMMITTEE OF THE
CITY OF WINNIPEG



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

ATTACHMENT

(For information only)

**LIST OF SUPPLEMENTARY AGREEMENTS
BETWEEN THE CITY OF WINNIPEG AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 500**

FIRE PARAMEDIC SERVICES

Supplementary Agreement – Hours of Work in
Fire Communications Branch (May 8, 1987)

TRANSIT

Supplementary Agreement (June 3, 1994)

PUBLIC WORKS

Supplementary Agreement (January 19, 2001)

WATER AND WASTE

Supplementary Agreement (October 17, 1974)

COMMUNITY SERVICES

Supplementary Agreement (June 24, 2002)