

Dated this 15<sup>TH</sup> day of December, 2022

**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



**THE CITY OF WINNIPEG**

**-and-**



**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 500**

---

**COLLECTIVE AGREEMENT**

---

**EFFECTIVE**

**March 1, 2021 to February 28, 2025**

---



Human Resource Services  
Ressources humaines

January 5, 2024

Sent Via Email

Gord Delbridge  
President  
CUPE Local 500  
703 – 275 Broadway  
Winnipeg, Manitoba R3C 4M6

**RE: SIGNED COLLECTIVE AGREEMENT**

---

Dear Gord:

Please see enclosed a fully signed original of the Collective Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allan Beach'.

Allan Beach  
Senior Manager,  
Labour Relations and Negotiation Services

AB/ds

Enclosure 1

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE</u>
<b>1- Definitions</b> .....	<b>7</b>
<b>2 - Bargaining Unit</b> .....	<b>8</b>
<b>3 - Respectful Workplace</b> .....	<b>8</b>
<b>4 – Employment Security</b> .....	<b>10</b>
<b>5 – Duration, Revision and Termination of Agreement</b> .....	<b>11</b>
<b>6 - Classification of Employees</b> .....	<b>11</b>
<b>7 - Transportation, Board and Lodging Expenses</b> .....	<b>12</b>
<b>8 – Information to be Provided</b> .....	<b>12</b>
<b>9 – Licenses, Certifications and Accreditations</b> .....	<b>12</b>
<b>10 - Departmental Supplementary Rules and Regulations</b> .....	<b>13</b>
<b>11 – Health and Safety</b> .....	<b>13</b>
<b>12 –Filling of Vacancies</b> .....	<b>14</b>
<b>13 - Discipline</b> .....	<b>17</b>
<b>14 - Rates of Pay</b> .....	<b>18</b>
<b>15 - Premium Payments</b> .....	<b>20</b>
<b>16 - Paydays and Pay Cheques</b> .....	<b>20</b>
<b>17 - Hours of Work</b> .....	<b>21</b>
<b>18 - Overtime</b> .....	<b>22</b>
<b>19 - Notice of Lay Off and Reduction in Hours of Work</b> .....	<b>24</b>
<b>20 - Seniority</b> .....	<b>25</b>
<b>21 - Seniority Lists</b> .....	<b>27</b>
<b>22 - Sick Pay Regulations</b> .....	<b>28</b>
<b>23 - Compensation for Injuries</b> .....	<b>33</b>
<b>24 - Public Holidays</b> .....	<b>34</b>
<b>25 - Vacations</b> .....	<b>37</b>

## TABLE OF CONTENTS - 2

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
<b>26 - Benefits .....</b>	<b>40</b>
<b>27 - Technological Change.....</b>	<b>42</b>
<b>28 - Labour Management Committee.....</b>	<b>42</b>
29 - Standby Time .....	43
30 - Representation of Employees .....	43
<b>31 - Grievances .....</b>	<b>43</b>
32 - Arbitration .....	46
33 – Check Off.....	47
34 - Medical Examination.....	48
<b>35 - Leave of Absence .....</b>	<b>48</b>
36 - Picket Lines .....	59
<b>37 –Reasonable Accommodation .....</b>	<b>59</b>
38 - Long Service Pay.....	60
<b>39 - Tool Allowance .....</b>	<b>61</b>
40 - Civil Liability.....	61
41 - Criminal Liability.....	62
<b>42 - Car Allowance.....</b>	<b>62</b>
43 – Printing of Collective Agreement .....	63
<b>Salary Adjustments 2021 to 2025 .....</b>	<b>64</b>

## LETTERS OF UNDERSTANDING

<u>LETTER</u>	<u>PAGE</u>
Compressed Work Week .....	70
<b>Seasonal/Temporary Staff.....</b>	<b>71</b>
Education, Training and Staff Development and Employee Wellness .....	73
Flexible Working Hours.....	75
<b>Deferred Salary Leave Plan.....</b>	<b>76</b>
<b>Equity and Diversity and Inclusion.....</b>	<b>77</b>
Safety Regulations and Policy, and the Potential Disciplinary Action Arising from Infractions ...	79
Banking of Shift Premium.....	80
Use of Recreational Facilities.....	81
Redeployment.....	82
Unit Presidents .....	84
<b>Change Initiatives .....</b>	<b>85</b>
<b>Respectful Workplace .....</b>	<b>88</b>
Protective/Safety Clothing and Equipment .....	91
LTD Employee Wellness.....	92
Indigenous Relations .....	93
<b>Article 12-3 and Part-Time Employees – Library Service Division .....</b>	<b>94</b>
Criminal Record Check .....	96
Internships .....	97
<b>Grievance Process Oversight Committee.....</b>	<b>99</b>
<b>Creation of a Special Wage Adjustment Fund.....</b>	<b>100</b>
<b>Special Wage Adjustments #2 .....</b>	<b>102</b>
<b>Labour Market Issues Advisory Committee.....</b>	<b>104</b>
<b>Flex Benefits .....</b>	<b>106</b>

MISCELLANEOUS

<u>ITEM</u>	<u>PAGE</u>
Appendix 1 – Re: Article 12-4.....	67
Appendix 2 – Re: Articles 12-2 and 12-6 .....	68
Appendix 3 – List and Order of Arbitrators.....	69
Attachment List of Supplementary Agreements between the City of Winnipeg and the Canadian Union of Public Employees, Local 500 .....	107
Salary Schedule .....	122

## **ARTICLE 1 - DEFINITIONS**

Wherever used in this Agreement:

**Absent Without Approved Leave** is an employee absent from work without permission. Failure to report or late reporting may result in the employee being considered absent without leave. An employee terminates their employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible. Allowance may be given for any extenuating circumstances, medically or otherwise, which prevented them from reporting on time.

**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 their 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.

**Branch** means a recognized subdivision of a department or division.

**Day** shall be defined as a calendar day

**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.

**Department Head** means the **Executive Authority of a Department or designate as determined by said Executive Authority.**

**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.

**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.

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

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

**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.

**Regular Working Day** shall be defined as Monday through Friday exclusive of negotiated holidays and weekends.

**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.



**Shift Workers** are those employees who are engaged in any operation which requires them, on a regular basis, to work hours in excess of eight (8) hours per day or a shift that has the majority of hours between 4:00 p.m. and 8:00 a.m. or days other than regular days Monday to Friday.

**Summer Student Employee** Student means an employee of the City who is employed to do limited term summer work (during the period of April 15<sup>th</sup> and September 15<sup>th</sup>) on the understanding that **they** intend to return to school at the end of the season. Such employees will not establish seniority (and are not subject to the terms of the Collective Agreement with the exception of the grievance procedure).

**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 **their** six month probationary period.

**Transfer** of an employee means an appointment to a vacancy outside **their** normal line of promotion.

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

**Medical Practitioner** A medical practitioner is defined as a healthcare professional who is subject to a governing body legislated in the Province of Manitoba and is authorized by that governing body to issue a patient a medical certificate to certify an absence from the workplace.

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

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

## **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 31<sup>st</sup> 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 **including, but not limited to, any form of bullying, gender, racial and sexual harassment**, disruptive workplace conflict, disrespectful behaviour, and violence in the workplace.

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

The principal of fair treatment is a fundamental one and both the City and the Union will support employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the *Manitoba Workplace Safety and Health Act*.

### 3-2 Definitions

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

- a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include:
  - rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations **or causes a hostile work environment;**
  - actions that invade privacy or personal property or unwelcome gestures; or
  - display or distribution of printed or electronic material that offends.
- b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.
- c) Harassment is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time. Harassment **may take place in person and/or electronically and includes:**
  - verbal abuse;
  - actions such as touching or pushing;
  - comments such as jokes and name calling; or bullying
  - displays such as posters and cartoons; or
  - abuses of power such as threats or coercion.
  - **severe conduct that negatively affects a worker's psychological or physical well-being.**
- d) **Sexual harassment as defined by *The Human Rights Code*, is unwelcome sexually oriented conduct, which may be:**
  - **a series of objectionable and unwelcome sexual solicitations or advances;**
  - **a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;**

- a reprisal or threat of reprisal for rejecting a sexual advance or solicitation.

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

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

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

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

- f) **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.**

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

- the attempted or actual exercise of physical force against a person;
- any threatening statement or behaviour that gives a person reasonable cause to believe that physical force will be used against the person.

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

#### **ARTICLE 4 – EMPLOYMENT SECURITY**

**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 **February 28, 2025**.

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

- 5-1** This Agreement shall be binding upon the parties from **March 1, 2021** until **February 28, 2025** 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 **below**.
- The Appeal Board referred to in this Agreement shall consist of four members. Two of these will be appointed by the Union, and two by Management. In those cases, pursuant to Article 23-1 where agreement cannot be reached, the matter shall be referred to the Chief Administrative Officer and their 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 this Agreement.**
- 6-3** The party submitting a dispute to an Appeal Board shall notify the other party, by **email**, of its two nominees. The party receiving such notice shall, within 30 working days of receipt, notify the other party of its two nominees by **email**. The Appeal Board shall meet as required and render its decision within 45 working days of the appointment of the final two members. These time limits may be extended by mutual agreement between the City and the Union.
- 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 **their** 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 **Labour Relations Division** shall **provide** to the Union, a **list of** job descriptions, positions in the bargaining unit, wage rates, and currently assembled financial and actuarial information pertaining to pension and benefit plans **in January and July of each year. Such list shall be submitted electronically at any time during the aforementioned months.**
- 8-2** The Union shall **provide** the **Labour Relations Division, in January and July** of each year, with a list of the officers of Local 500 including the stewards in each of the civic departments, divisions and branches where applicable. **Such list shall be submitted electronically at any time during the aforementioned months.**
- 8-3** The **Labour Relations Division** shall **provide** the Union a list of **City Directors, Managers, Supervisors and Foremen** in each of the **Civic Departments, Divisions and Branches** where applicable in January of each year. **Such list shall be submitted electronically.**

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

- 9-1** The cost of the medical examination, including any optometry eye examinations required due to a medical requirement, 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. Employees will be required to provide medical documentation as proof of

the optometry eye examination outside of the standard doctor's office eye test for driver's licences.

- 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, unless required to be approved by Council, be subject to the approval of the Manager of Labour Relations. However, agreements with respect to lines of progression and changes thereto are subject to Letters of Understanding between the City, as approved by the appropriate Department Head, the Manager of Labour Relations and authorized officers of the Local Unit. All such Supplementary Agreements and Letters of Understanding shall be signed by the City in accordance with applicable bylaws, policies and administrative standards, and by the Union Representative and authorized signing officers of the Local Unit on behalf of the employees.
- 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 provide recommendations to Management with respect to workplace health and safety procedures.**

**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.

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

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

**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) **have** the ability to fit **themselves** 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 a) 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.
- b) For purposes of this Article, a lateral transfer is defined as a transfer to a position within the same classification, whether the position is permanent or temporary.
  - i) A temporary employee who is successful to a permanent position in the same classification will not be considered to have made a lateral transfer.
  - ii) An employee who is successful to a lateral transfer, and subsequently is returned to their former position by Management during their probationary period, will not be considered to have made a lateral transfer
  - iii) An employee who is successful to a lateral transfer, and subsequently voluntarily returns to their former position during their probationary period, must remain in their position for a minimum period of one year prior to applying for another lateral transfer.
- c) Part-time lateral transfers in the Library Services Division are defined in the Letter of Understanding Re: Article 12-3 and Part-Time Employees – Library Services Division.

### **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** a) If a vacancy is not filled according to Article 12-5, the Department will post a City wide bulletin for a minimum period of 14 days. First consideration for filling the vacancy will go to employees of the Department issuing the bulletin in accordance with Article 12-2.
- b) Positions in Appendix 2 will be bulletined City wide and filled in accordance with Article 12-2 (c).
- 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 **may utilize PeopleSoft to review and apply to bulletined positions.**
- Alternatively, employees can** indicate to their Department Head or designate, on a special form provided by the Department that they are interested in any specified vacancies that may occur during their absence. They will then be considered as an applicant for any vacancy in the specified position that may be bulletined in their absence.
- 12-10** 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 or designate, shall write to the Union and all applicants to a bulletined vacancy notifying them of the name, department and relevant seniority dates of the successful applicant to the bulletin. **For positions filled by appointment, the Department Head or designate shall notify the Union in writing of the name and seniority date of the appointed employee.**

#### **Probation and Seniority Retention**

- 12-12** Permanent employees, part-time employees in the Library Services Division, part-time employees in the Recreation Services Division and seasonal employees who have obtained classification seniority who accept another position within the CUPE bargaining unit shall retain seniority rights in the position which they held prior to such transfer for a six working months suitability period.

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

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

- 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 **their** 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, without pay, the employee pending a full investigation in cases of personal misconduct. **The Employer shall conduct such investigation in a timely manner without unreasonable delays.** In other cases, disciplinary action, including suspension or discharge, will take place only after a full investigation.

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

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

- 13-3** The employer shall have the right to discipline any employee for just cause. An employee who considers they have been unfairly dealt with shall have the right to grieve.

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

**The City will endeavor to schedule such meetings during the hours of work of the designated Union Representative.**

- 13-5** The employee shall be entitled to view their personnel file with **five days'** notice in writing and will have the right to respond in writing to any documents it contains. Their reply will form part of the permanent record.
- 13-6** No notice or pay instead of notice will be required if an employee is discharged for just cause.
- 13-7** **The principles of progressive discipline will apply to disciplinary action taken against an employee and the level of same may vary based on the nature of the situation.**

#### **ARTICLE 14 - RATES OF PAY**

- 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 **or a position to address recruitment and retention issues** as a result of negotiations between the City and the Union and after authorization by Council or the Chief Administrative Officer or designate.
- 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 ten dollars (\$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 **receive feedback** on job performance prior to the end of **their anniversary date**. 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 Feedback as stated in Article 14-3, will be provided as follows:**

- i) The **Human Resource** 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 **Human Resource** 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 fifteen dollars (\$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 fifteen dollars (\$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 one dollar and **thirty cents (\$1.30)** per hour will apply for evening and night shift work, as apart from overtime work, for the full period of the shift, provided that the majority of the hours worked are between the hours of 4:00 p.m. and 8:00 a.m., otherwise no shift premium is paid.
  - b) A shift premium of one dollar and **thirty cents (\$1.30)** per hour will apply for hours worked during the day shift on Saturday and Sunday as apart from overtime work.
- 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 three hours' pay for reporting to work.

If the employee has commenced work prior to being sent home, two hours' pay will be added to time worked. Total payment shall be at least three hours but 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 by direct deposit and the City shall provide a resource to assist employees in establishing the necessary direct deposit account with a qualifying financial institution of their choice. In the event that an employee is temporarily unable to establish

the necessary account before the first payday, the City will pay the employee by cheque at which point the employee will need to ensure they have an account with a qualified institution for any other payments or cheques.

- 16-2 If a payday falls on a public holiday, then wages shall be paid on the preceding working day.
- 16-3 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.
- 16-4 **The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 Slip or any other legal reporting requirement which replaces the requirement to report union dues remitted on a T-4 Slip in the future.**
- 16-5 **The Local shall be notified of all annual orientation sessions and Unit Presidents shall be granted time off to attend those orientation sessions of employees to a maximum of 30 minutes per session during which time the Employer's representative shall not be present.**
- 16-6 **Information Related to Legislative Disclosure**

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

#### **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, 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 **their** 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.

### **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 **their** 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 **their** 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 Banked Overtime**

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

**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 **they are** 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 **them** with at least eight hours between shifts then, for the first day of such shift change, **they** shall be compensated at overtime rates.

Except in the case of temporary employees, whenever possible, 12 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 **their** regular shift and **are** 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 **their** regular hours of work shall be granted ten dollars (\$10.00) as lunch money provided **they are** 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 **their** regular hours of work shall be granted ten dollars (\$10.00) 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, **equitably** among employees who normally perform the available work.

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

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

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

**18-13 Minimum Overtime**

The City shall endeavour to keep overtime to a minimum.

**18.14 Public Emergency**

In the event that City employees are required to respond to a public emergency, and where the City is able to recover payment for this service, employees must take overtime as payment, i.e. employees will not have the option of banking this time.

**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** Any employee desiring to leave the service of the City shall give a **minimum of 45 days'** notice thereof in writing **in the event of retirement, and a minimum of 14 days' notice thereof in writing in the event of a resignation.**
- 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 **their** current step in **their** former salary range, and **they** 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 Probation of Newly Hired Employees**

New employees hired into a position shall be required to serve a six calendar month continuous service probationary period from the date of hire into that position before obtaining permanent status. Any employee not permanent will have their probation term as 1,040 regular hours served.

The employer has full rights to discharge probationary employees if, in the opinion of the employer, they do not meet the standards required of them by the employer.

During the probation period, such employees shall be entitled to the rights and benefits as specified in this Agreement except with respect to discharge. Employment of a probationary employee may be terminated during the probation period without recourse to the grievance procedure unless the Union claims discrimination as the basis of termination

All permanent employees shall be evaluated in writing at the end of the probationary period. A copy of the evaluation shall be given to the employee.

For the purposes of this Article, an employee's service 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 work days each year to maintain seniority.

## 20-2 Loss of Seniority

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

An employee shall lose **their** seniority in the event of one of the following:

- a) **They are** discharged for just cause and **are** not reinstated;
- b) **They** resign in writing;
- c) **They** terminate **their** employment by being absent from work in excess of three days without sufficient cause or without notifying the employer unless such notice was not reasonably possible; and
- d) **They are** laid off for a period longer than 18 months. **Should such period be exceeded as a result of an irregular disruption of operational requirements such as a pandemic then it shall be addressed on a case-by-case basis.**

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

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

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

**20-5** Seniority of employees in all positions covered by this Agreement shall be established after a probationary period and shall count from date of employment in the classification. This clause shall also apply to employees promoted pursuant to Article 12.

- 20-6** 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.
- 20-7** 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.
- 20-8** 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.
- 20-9** Apprentices, upon completion of their apprenticeship, will be credited with three months of **Journey** seniority per year of apprenticeship with the City up to a maximum of 12 months credit.
- 20-10** An employee's service date (not seniority date) will be adjusted for the purposes of benefit entitlement, to reflect periods of absence from the workplace except in the following instances:
- Sick Leave with Pay
  - Sick Leave without Pay
  - Long Term Disability
  - Union Leave of Absence with Pay
  - General and Education Leave (as per Article 35-10) Under One Month
  - Unpaid Union Leave (as per Article 35-1[a]) Under One Month
  - Workers Compensation
  - Maternity Leave (of 20 weeks in duration or less)
  - Parental Leave (of 63 weeks in duration or less)
  - P.I.P.P. Leave
  - **Compassionate Care Leave**
  - **Interpersonal Violence Leave**
  - **Critical Illness/Injury Leave as per the Employment Standards Code.**
- 20-11** Employees who are successful for promotion or transfer to a CUPE Exempt position and successfully complete the **suitability** period specified in Article 12-12 of the Agreement shall retain their seniority in the bargaining unit to the date of leaving the unit.
- 20-12** 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 31<sup>st</sup> of each year the City shall provide the Union with Departmental Seniority Lists as at January 1<sup>st</sup> 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 **ill or injured** 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 **their** behalf to notify the Department or Branch without delay and whenever possible prior to the start of **their** shift if **they are** 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.

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

<b>MONTH ENTERING SERVICE</b>	<b>DAYS EARNED</b>
<b>January</b>	<b>15</b>
<b>February</b>	<b>13.75</b>
<b>March</b>	<b>12.5</b>
<b>April</b>	<b>11.25</b>
<b>May</b>	<b>10</b>
<b>June</b>	<b>8.75</b>
<b>July</b>	<b>7.5</b>
<b>August</b>	<b>6.25</b>
<b>September</b>	<b>5</b>
<b>October</b>	<b>3.75</b>
<b>November</b>	<b>2.5</b>
<b>December</b>	<b>1.25</b>

Temporary, seasonal, part-time, and probationary employees will be credited with or be entitled to sick pay credits on the basis of 1¼ 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 1¼ 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 **their** future benefit.

#### **22-5 Deductions from Sick Leave**

Where possible, employees will schedule medical appointments in order to minimize time loss from work.

- 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 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.

For employees working at Shoal Lake, if any of the six absences as noted above involves a medical appointment in Winnipeg, no deductions shall be made for periods of eight 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 absences 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 **their** 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 **they were** unable to carry out **their** 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 **they** require 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 **their** sick leave credits for the period the medical practitioner or licensed chiropractor states **they** would have been unable to carry out **their** duties at work.

**22-8 Wellness Days**

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

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

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

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

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

**22-9 Sick Pay at Lay Off and Recall**

When an employee is laid off on account of lack of work **they** shall not receive sick leave credits for the period of such absence, but shall retain **their** 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, **they** shall be notified by the Department, in writing to **their** last known address, of the fact that **their** seniority group has been laid off and **their** 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, **they** can start using any sick leave credits **they** 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 **their** 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 **they have** exhausted all sick leave credits, an employee, upon submitting a written request to **their Manager**, may use, for bona fide sick leave purposes, any overtime or compensating credits or vacation credits available to **them**.

**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 Sick Pay Supplement for Rehabilitative Employment**

If, as a result of illness or accident, an employee is unable to perform the normal functions of **their** 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 **their** rate of pay in the alternate position; but the combination of sick pay supplement and rate of pay in the alternate position shall not exceed the regular rate of pay in **their** former position.
- c) These sick pay supplements shall cease as soon as the employee qualifies for disability benefits.

**22-15 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                                | 7.  | Terry Fox Day                                    |
| 2. | Journée Louis Riel Day                        | 8.  | Labour Day                                       |
| 3. | Good Friday                                   | 9.  | <b>National Day for Truth and Reconciliation</b> |
| 4. | Easter Monday                                 | 10. | Thanksgiving Day                                 |
| 5. | Day fixed for celebration of Queen's Birthday | 11. | Remembrance Day                                  |
| 6. | <b>July 1</b>                                 | 12. | Christmas Day                                    |
|    |   | 13. | 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.
- c) For shift workers, the public holiday shall be observed on the shift where the majority of the hours of work fall on the public holiday unless the City designates another shift where the public holiday will be observed.

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

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 31<sup>st</sup> of any year, payment shall be made within 30 days following. **The exception to such process shall be for the Christmas Day and Boxing Day statutory holidays for which an employee's time off in lieu of statutory holidays shall be granted at a time mutually convenient to the employee and Management between January 1<sup>st</sup> and March 31<sup>st</sup> of the following**

**year. In cases where time off is not arranged prior to March 31<sup>st</sup>, 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.

**24-7 Public Emergency**

In the event that City employees are required to respond to a public emergency, and where the City is able to recover payment for this service, employees shall not have the option of taking compensating time off. All compensation due for working on a Public Holiday must be taken as payment, i.e. employees will not have the option of banking this time.

**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 30<sup>th</sup> 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 30<sup>th</sup> shall be entitled to annual vacation leave with pay in accordance with the following schedule.

<b>MONTH ENTERING SERVICE</b>	<b>VACATION ENTITLEMENT</b>
<b>May</b>	<b>15.0 Days</b>
<b>June</b>	<b>14.0 Days</b>
<b>July</b>	<b>12.5 Days</b>
<b>August</b>	<b>11.0 Days</b>
<b>September</b>	<b>10.0 Days</b>
<b>October</b>	<b>9.0 Days</b>

MONTH ENTERING SERVICE	VACATION ENTITLEMENT
November	7.5 Days
December	6.0 Days
January	5.0 Days
February	4.0 Days
March	2.5 Days
April	1.0 Days

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

SERVICE AT JANUARY 1 <sup>ST</sup>	CONDITION	VACATION LEAVE ENTITLEMENTS	AVAILABLE TO SCHEDULE
Less than 36 Months	Less than 4 years of service	3 Weeks	May 1 <sup>st</sup>
36 Months	Entering 4 <sup>th</sup> year of service	4 Weeks	May 1 <sup>st</sup>
120 Months	Entering 11 <sup>th</sup> year of service	5 Weeks	May 1 <sup>st</sup>
240 Months	Entering 21 <sup>st</sup> year of service	6 Weeks	May 1 <sup>st</sup>

- c) If the number of months worked by employees in the year prior to a vacation period is less than 12 months, the vacation to which they are entitled in that vacation period shall be reduced proportionately to the number of months worked, calculated to the nearest half day.
- d) For the purpose of computing annual holidays, when a temporary employee is confirmed as permanent, the total length of continuous service shall be used.

## 25-2 Temporary and Seasonal Employees

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

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

<b>ACCUMULATED SERVICE</b>	<b>MAXIMUM VACATION LEAVE</b>	<b>HOURLY PERCENTAGE</b>
<b>Less than 4 years of actual service</b>	<b>3 Weeks</b>	<b>6%</b>
<b>4 years of service</b>	<b>4 Weeks</b>	<b>8%</b>
<b>11 years of service</b>	<b>5 Weeks</b>	<b>10%</b>
<b>21 years of service</b>	<b>6 Weeks</b>	<b>12%</b>

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

- a) An employee having earned vacations as outlined above shall be entitled to said earned vacations during the year immediately following, in accordance with individual departmental holiday schedules.
- b) For the purpose of determining the number of months of service, an employee's regular hours will be pro-rated over 26 or 27 pay periods based on standard hours. For example: full service for an 8 hour employee would be 80 hours per pay period or 14 days; 2,080 hours for 26 pay periods would be the equivalent of one year.

Overtime hours shall not be included in service calculations.

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

### **25-3 Part-Time Employees**

Part-time employees shall receive vacation pay in accordance with Article 25-2 on their biweekly cheques.

Part-time employees will receive unpaid vacation leave at the same rate as vacation pay.

Vacation pay and unpaid vacation leave will be calculated based on regular hours worked each pay period.



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

ACCUMULATED SERVICE	MAXIMUM VACATION LEAVE	HOURLY PERCENTAGE
Less than 4 years of actual service	3 Weeks	6%
4 years of service	4 Weeks	8%
11 years of service	5 Weeks	10%
21 years of service	6 Weeks	12%

Unpaid vacation leave rates will be pro-rated via the following schedule:

ACCUMULATED SERVICE	MAXIMUM VACATION LEAVE	HOURLY PERCENTAGE
Less than 4 years of actual service	3 Weeks	6%
4 years of service	4 Weeks	8%
11 years of service	5 Weeks	10%
21 years of service	6 Weeks	12%

#### 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 1<sup>st</sup> of any year, taking into consideration the requests received from employees when submitted to them prior to April 15<sup>th</sup>.

### 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 1<sup>st</sup> and November 30<sup>th</sup> of the previous year shall receive 75% of the maximum benefit levels payable to full-time employees under the terms of the City of Winnipeg's Dental Plan. Other eligible part-time employees shall receive 50% of the maximum benefit levels payable to full-time employees.

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

**26-1 (B) Vision Care**

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

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

Maximum benefits payable under this Plan shall be:

- i) Effective June 17, 2015 the rates will be increased to three hundred and seventy-five dollars (\$375.00) per eligible person in a 24 month period and ninety dollars (\$90.00) for the cost of eye examinations in a 24 month period.
- ii) Effective June 17, 2015 the rates will be increased to one hundred and eighty-seven dollars and fifty cents (\$187.50) per eligible person in a 24 month period and forty-five dollars (\$45.00) for the cost of eye examinations in a 24 month period.

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

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

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

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

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

**26-2 Group Life Insurance Plan**

The Civic Employees' Group Life Insurance By-Law (By-Law No. 80/2015) must be consulted for the purpose of interpreting or applying the provisions of the Civic Employees' Group Life Insurance Plan (hereinafter referred to as the "Plan"). In accordance with the By-Law, the Plan is administered by The Board of Trustees of the Winnipeg Civic Employees' Benefits Program (Pension Fund). Information on the Plan is available by

contacting the Winnipeg Civic Employees' Benefits Program. Any changes to the Civic Employees Group Life Plan will be communicated to the Union.

### **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 workloads, 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. **Such process shall be conducted in accordance with the Letter of Understanding titled Redeployment.**
- 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 **Labour Relations Managers and Human Resource Managers as well as National Union Representatives, CUPE Local 500 staff, CUPE Local 500 President and designated executive members** be appointed.

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

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

### **Safety Clothing and Equipment**

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

### **Tool Insurance**

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

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

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

### **ARTICLE 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, **they** 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 standby 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.

**All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time**

limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified below may be extended by the mutual agreement of the parties as confirmed in writing.

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

### **Step 1 – Problem Solving**

- a) Within **20** working days of the event in question or the consequences of the event in question or from the time employees should reasonably have known of the occurrence of the event upon which the grievance is based or consequences thereof, the employees shall, with the assistance of a representative of the Union, if they so desire, take up the matter with their immediate Supervisor or **Human Resource Manager**. **The parties will approach the resolution of grievances in a problem-solving manner. Should a resolution not be achieved during the aforementioned timeline, then a grievance may be filed within ten working days.**
- b) **Once a grievance has been filed at Step 1, the parties shall approach the resolution in a problem solving manner for a period of ten working days.** For that purpose, any discussions and/or resolution of the grievance at this stage will be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Union and the City. **The Supervisor and/or Human Resource Manager shall render their decision, in writing, within ten working days after receiving the grievance.**

### **Step 2**

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

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

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

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

### **Step 3**

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

**Step 3-A**

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

- a) Failing satisfactory settlement of the grievance at Step 2, the Union shall, 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 30<sup>th</sup>;
  - 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 ten 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 **they were** 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 **their** own behalf in any negotiations under this Section.
- 31-7** An accredited steward will be recognized on behalf of the employees whom **they** represent 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 ten 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 **their** 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 a 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 their 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 Local 500 Union **related work and shall not be unreasonably denied. Requests unrelated to Local 500 union work shall be addressed on a case-by-case basis and shall not be unreasonably denied.** Such employee shall receive **their** rate of pay, including upgrades/acting pay and benefits as provided in the Agreement and the Union shall reimburse the City for all wages and costs of said benefits including the City's share of pension contributions paid by the City during the period of absence, such reimbursement to be made immediately on accounts being rendered by the City.  
  
**Requests for such leave of absence shall be submitted in writing to the Department Head concerned 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 **their** rate of pay and benefits as provided in the Agreement and the Union shall reimburse the City for all wages and cost of said benefits, including the City's share of pension contributions paid by the City during the period of absence, such reimbursement to be made immediately on accounts being rendered by the City.
- d) During the period employees are on leave of absence, as provided in Paragraphs (a), (b) and (c) above, they shall remain eligible for promotion providing they are available when required by the Department.
- e) **Requests for union leave shall be made with as much advance notice as reasonably possible and shall be granted where operational requirements permit.**

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

- f) Employees resigning or retiring from the City while on union leave shall receive all applicable compensation entitlements under the Collective Agreement. All calculations shall be based on the rate identified in (g).
- g) The Union shall notify the City of the rate of pay for employees booked off in excess of six months and as needed in the event of a pay rate change during the time off period.

### 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 **their** 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 **their** request be granted four regularly scheduled consecutive work days of leave, without loss of salary or wages in the case of death of a parent, including step-parent, spouse, including registered common law **partner, siblings, step siblings**, or child, including **foster child**, step-child and child of a registered common-law **partner**.
- b) An employee who has completed six months of service with the City in accordance with Article 20-1 shall, at **their** request be granted up to two regularly scheduled consecutive work days of leave without loss of salary or wages for purposes of making arrangements for and/or attending a funeral in the case of death of a spouse's **parents**, including **parents** of a registered common-law **partner**, daughter-in-law, son-in-law, grandparent, spouse's grandparents, including grandparents of a registered common-law **partner**, grandchild, **siblings-in-law** including **siblings** of a registered common-law **partner**.
- c) In certain circumstances where the funeral is delayed, an employee may request to separate the days of leave to coincide with the date of service.
- d) In the case of shift workers working in excess of eight hour shifts, one day constitutes all regular hours worked during a 24 hour period.

### 35-4 Pallbearer Leave

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

**35-5 Maternity Leave**

An employee may elect maternity leave under either Plan A or Plan B, depending upon which criteria **they** meet.

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

- a) The City shall grant maternity leave to an employee who has completed six months of service with the City and who submits an application in writing to **their** Department Head for a leave at least four weeks before the day specified by **them** in the application as the day on which **they** intend to commence such leave; and who provides **their** employer with a certificate from a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery.
- b) The maternity leave shall consist of a period, not exceeding 20 weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of 20 weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The maternity leave granted shall commence no earlier than 17 weeks preceding the estimated date of delivery and shall terminate no later than 20 weeks following the actual date of delivery.
- d) Maternity leave under Plan A shall be considered as a leave of absence without pay.
- e) The City may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.

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

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

- a) Have completed 12 continuous months of service with the City. Part-time and seasonal employees are eligible to apply for and receive Plan B in accordance with this Article.
- b) Submit to the Department Head an application in writing for leave under Plan B at least four weeks before the date specified by **them** in the application as the date on which **they** intend to commence such leave.
- c) Provide the City with a certificate from a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery.
- d) Provide the City with proof that **they have** 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 one 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) **they** 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 **their** leave. For seasonal employees the equivalent of at least six months of full-time employment following **their** leave, within two consecutive years; and
- b) **they** will return to work on the date of the expiry of **their** 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, **they** will return to work on the date of the expiry of **their** maternity leave and where applicable, parental leave, or when called back to work by the City if **they have** been laid off; and
- c) should **they** fail to return to work as provided under (a) and/or (b) above, **they** will be required to reimburse the City for the full amount of pay received from the City as maternity allowance during the entire period of maternity leave.

**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 week (to comply with new Employment Insurance regulations) an employee shall receive 93% of **their** weekly rate of pay.
- b) For up to a maximum of 16 additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and 93% of **their** weekly rate of pay. For part-time and seasonal employees, weekly rate of pay will be the amount determined by **Service 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 **they** 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 **their** regular contribution.

**35-5(7)** The employee returning to work after maternity leave under Plan A or Plan B, shall provide the City with at least two weeks of notice prior to the date of returning to work. Employees who are permanent or who have been full-time temporary for a period of not less than two years shall, on return from maternity leave or combined maternity and parental leave, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the employer shall notify the employee and the employee shall exercise **their** rights as though **they** had remained in the job.

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

### **35-6 Parental Leave**

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

- i) **63** consecutive weeks of parental leave; or
  - ii) **83 weeks combined maternity and parental leave.**
- a) The City will grant a leave of absence to any employee who has completed seven 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 **eighteen months after** the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.
  - c) Parental leave shall be considered leave of absence without pay.
  - d) Sick leave credits will not accrue for any period of time the employee is absent on parental leave.

- e) The employee returning to work after parental leave shall provide the City with at least four weeks of notice in writing prior to the date of returning to work except in the case of an employee taking more than 17 weeks of parental leave, in which case at least 12 weeks' notice in writing shall be required.
- f) Employees who are permanent or who have been full-time temporary for a period of not less than two years shall, on return from parental or combined maternity and parental leave, be placed in the same position occupied prior to the start of the leave. Should that position be eliminated during the employee's absence, the employer shall notify the employee and the employee shall exercise **their** rights as though **they** had remained in the job.

All employees not referred to above, including those who take in excess of that identified in Article 35-6 shall, at the discretion of the Department, be placed in the position occupied at the time the leave commenced or in a comparable position at not less than the same wages as **their** position prior to **their** 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 other than a court proceeding occasioned by the employee's personal affairs. The employee will turn over to the City the payment **they** 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 **their** rights as though **they** 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 provide at least one month of written notice of their request to renew their agreement. In no case will an agreement exceed ten years.

### **35-12 Compassionate Care Leave**

An employee shall receive compassionate care leave without pay, of up to 28 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 28 weeks, (which must end no later than 52 weeks after the start of the first period of leave). 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 28 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 ten 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.

### **35-13 Critical Illness or Injury Leave**

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

- a) **An employee who is a family member and has completed 30 days of employment can take up to 37 weeks of leave within a 52 week period to provide care or support to a critically ill child under 18 years old.**
- b) **An employee who is a family member and has completed 90 days of employment can take up to 17 weeks of leave within a 52 week period to provide care or support to a critically ill adult.**
- c) **The employee shall notify the City in writing of the intended date the leave is to begin and anticipated date of return.**
- d) **Employees must provide their employer with a doctor's note indicating that the family member is critically ill or injured and requires the care or support of the employee for a specified amount of time.**
- e) **A family member for the purpose of this Article shall be defined as provided for in the Employment Insurance Act (a family member includes immediate family as well as other relatives and individuals considered to be like family,**

whether or not related by marriage, common-law partnership, or any legal parent-child relationship).

- f) An employee may end their leave earlier than anticipated by giving the employer one weeks' notice.
- g) At the end of an employee's leave under this Article, the City shall reinstate the employee to the position the employee occupied when the leave began with no less than the benefits the employee earned immediately prior to the leave.
- h) Leaves granted under this clause shall be counted for the calculation of service.
- i) Sick leave credits will not accrue for any period of time the employee is absent on critical illness or injury leave.

#### **35-14 Interpersonal Violence Leave**

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

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

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

Interpersonal violence includes domestic violence, sexual violence and stalking.

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

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

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

### **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 **Diversity and Recruitment** Branch. After such request is made, the home department will continue to search for a placement within the department.

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

The **Diversity and Recruitment** Branch may take into consideration performance ratings and appraisals as well as attendance records of the employee from other positions.

The **Diversity and Recruitment** 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 20-5.**

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

**Effective Pay Period #1, 2016**

Twelve dollars and fifty cents (\$12.50) per month after completion of ten years' service.

Twenty dollars (\$20.00) per month after completion of 15 years' service.

Twenty-seven dollars and fifty cents (\$27.50) per month after completion of 20 years' service.

Thirty five dollars (\$35.00) per month after completion of 25 years' service.

Forty-two dollars and fifty cents (\$42.50) after completion of 30 years' service.

Fifty dollars (\$50.00) 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.

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

<b>CLASSIFICATION</b>	<b>TOOL ALLOWANCE</b>
Mechanic Garage - First Class/Apprentice	<b>\$500.00</b>
Mechanic Garage - Leading - First Class	<b>\$500.00</b>
Mechanic Garage – Leading	<b>\$331.09</b>
Mechanic - Industrial – Apprentice	<b>\$331.09</b>
Mechanic - Industrial – Leading	<b>\$331.09</b>
Instrument Technician	<b>\$254.68</b>
Machinist - Apprentice	<b>\$254.68</b>
Machinist - Leading	<b>\$254.68</b>
Welder – Apprentice	<b>\$178.28</b>
Welder – Leading	<b>\$178.28</b>
Carpenter - Apprentice	<b>\$101.87</b>
Carpenter - Leading	<b>\$101.87</b>
Painter - Apprentice	<b>\$101.87</b>
Painter – Leading	<b>\$101.87</b>

**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**

### **1. User Categories**

#### **a) Required**

Threshold: Automatic placement if annual mileage is in excess of 4,000 kilometres or if the job description requires the use of a personal vehicle and at the discretion of the Department Head if annual mileage is below 4,000 Kilometres.

#### **b) Occasional**

All circumstances that do not meet the Required threshold.

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

### **2. Allowance Rates**

**The following allowances apply to the Required and Occasional categories**

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

All future kilometre rates for the first 5,000 kilometres will reflect 100% of the maximum applicable Canada Revenue Agency (CRA) per kilometre rate. The rate for annual

kilometres in excess of 5,000 will be set five cents (\$0.05) below the rate for the first 5,000 kilometres unless the resulting rate exceeds the maximum allowed by CRA in which case the CRA maximum shall be payable. Automobile allowance rates will be updated in accordance with CRA rates and applied January 1 of every year.

**3. Parking Costs**

**a) At permanent workstation**

- i) Required Category: 100% reimbursement of approved monthly parking (not applicable if parking provided by the City).
- ii) Occasional Category: reimbursement of out of pocket additional expense on date of use.

**b) At location other than permanent workstation**

For Required and Occasional categories, 100% reimbursement for any authorized expense incurred.

**ARTICLE 43 – PRINTING OF COLLECTIVE AGREEMENT**

The parties agree to split the cost of printing the Collective Agreement using the most cost efficient means of printing.



**THE CITY OF WINNIPEG  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500  
SALARY ADJUSTMENTS 2021 TO 2025**

---

The City shall increase all biweekly/hourly rates as follows:

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

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

**SIGNING BONUS**

Every employee who is a member of the bargaining unit on the date that the tentative agreement is ratified shall receive a single payment in the amount of nine hundred dollars (\$900.00) less normal deductions. This payment shall be made by the City to eligible employees as soon as possible after the date of ratification.

**SALARY ADJUSTMENTS – MECHANICS**

Increase wages of Vehicle Mechanics (applies to Mechanic – Light Vehicle [Job Code 1635], Mechanic - Garage First Class [Job Code 1621] and Mechanic – Lead Heavy Duty Equipment [Job Code 1637) by two dollars (\$2.00) per hour over the life of the Collective Agreement as follows:

- a) Increase rates by one dollar (\$1.00) per hour effective January 1, 2023;
- b) Increase rates by fifty cents (\$0.50) per hour effective March 1, 2024 and a further fifty cents (\$0.50) per hour effective September 1, 2024.


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

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

IN WITNESS WHEREOF the parties have executed this Agreement in the City of Winnipeg, the Province of Manitoba this 20<sup>th</sup> day of December, 20~~22~~ 23

THE CITY OF WINNIPEG

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

Certified as to Contract Details:

  
\_\_\_\_\_  
Chief Administrative Officer

Reviewed as to Business Terms:

  
\_\_\_\_\_  
Senior Manager, Labour Relations and Negotiation Services


Legally Reviewed and Certified as to Form:

  
\_\_\_\_\_  
City Solicitor/Director, Legal Services

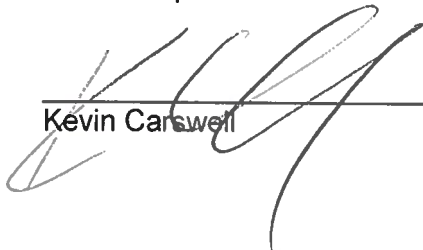
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500


  
\_\_\_\_\_  
Gord Delbridge

  
\_\_\_\_\_  
Phil Dembicki


  
\_\_\_\_\_  
Madelaine Dwyer

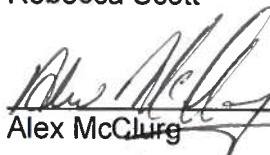
  
\_\_\_\_\_  
Jon Shalapata


  
\_\_\_\_\_  
Kevin Carswell

  
\_\_\_\_\_  
Carmen Prefontaine

  
\_\_\_\_\_  
Nicholas McClurg

  
\_\_\_\_\_  
Rebecca Scott

  
\_\_\_\_\_  
Alex McClurg

  
\_\_\_\_\_  
Dale Edmunds

**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**  
Library **Shelver**  
Recreation Technician A-C  
Parks Clerk Temporary 1 - 3  
Arena Worker Casual  
Museum Curator  
Winter Sports Assistant  
Cashier **Clerk**  
Landfill Helper  
Parking Lot Attendant  
Bylaw Support Worker  
Instructor  
Kennel Attendant  
Customer Service Representative 1  
Temporary Commercial Meter Reader  
Aquatics Instructor  
**Gardener 1**

**APPENDIX 2**

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

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

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

**APPENDIX 3**

**RE: LIST AND ORDER OF ARBITRATORS**

John Korpesho

**Karine Pelletier**

Blair Graham, Q.C.

Michael Werier

**Kris Gibson**

AGREED THIS DATE: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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: COMPRESSED WORK WEEK – ASSESSMENT AND TAXATION**

---

Upon request of either party, the parties will meet to negotiate terms and conditions to the Compressed Work Week program, with the objective of developing a mutually agreed Compressed Work Week.


Failing agreement, the matter will be referred to the Chief Administrative Officer, or designate, and the President of Local 500 for resolution. In the event that the parties are unable to resolve the matter, the Compressed Work Week may be terminated upon 90 days' notice.

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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 for the **Corporate CUPE Laid-off Pool, through Recruitment Services by emailing a resume to [staffingsupport@winnipeg.ca](mailto:staffingsupport@winnipeg.ca)**.
3. Laid off employees who have registered for the **Corporate CUPE Laid-off Pool** will be assigned to available work in other departments in order of bargaining unit seniority.
4. **In the event that an employee declines a work assignment from the CUPE Laid-off Pool then they will be placed at the bottom of the seniority order of the Corporate CUPE Laid-off Pool.**
5. No other employees shall have seniority rights for work assigned in accordance with clause 3 and, as such, will not be allowed to bump junior employees assigned to this work. These employees may, however, register for additional work at **Recruitment Services** and will be integrated into the list in order of bargaining unit seniority.
6. All employees accepting work in another civic department will be required to be available to work for the duration of the temporary assignment in the new department.
7. All seasonal/temporary employees shall be advised in writing of the procedures associated with registering for work at **Recruitment Services** at the time of lay off.
8. Seasonal/temporary employees placed in other civic departments will be recalled to their own Department in accordance with Article 20 of the Collective Agreement.  
  
If an employee is working in another civic department at the time of recall, they shall either accept the recall or else forfeit all seniority rights for recall to their own department.
9. Should an employee work 126 days in another department they will have to either:
  - i) return to their former department at that time; or
  - ii) begin to accumulate seniority in the new department as of that date and forfeit all seniority rights in their former department.
10. Where it is deemed necessary, the City may require an employee to demonstrate their fitness to perform the duties of the position in accordance with Article 34, but for purposes of this Letter of Understanding it is understood that the employee will not be required to pay for any associated costs.



AGREED THIS DATE: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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 AND EMPLOYEE  
WELLNESS**

---

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

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

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

To this end:

1. The City will create an Education, Training, Staff Development and Employee Wellness Fund of two hundred and fifty thousand dollars (\$250,000) related to CUPE rated employees per year. A Joint Committee with equal representation from the City and Union shall discuss and implement initiatives with respect to education, training, staff development, and employee wellness. Such initiatives Education, training and staff development will include, but not be limited to:
  - a) problem solving, effective communication, and conflict resolution for union stewards and supervisory personnel;
  - b) the issues of respectful workplace, no harassment and no discrimination for all City/CUPE workplaces;
  - c) organizational requirements identified as priorities in the City's Human Resource Management Strategic Plan and the departmental business plan process;
  - d) training requirements associated with the redeployment of CUPE members affected by organizational restructuring/technological change;
  - e) new or expanded training programs that are in the interests of both the employees and the City;
  - f) researching and providing opportunities to improve and enhance employee wellness.
2. A Senior Steering Committee comprised of the Chief Administrative Officer and the President of CUPE Local 500, shall be formed.
3. The Joint Committee shall formulate a plan for Education, Training, Staff Development and Employee Wellness that will be presented to the Senior Steering Committee prior to

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

4. The Joint Committee will continue to support:
  - E-learning (Centre)
  - Essential Skills Program
  - Foremanship Program
  - Respectful Workplace Training
  - Scholarships
  - Employee Wellness
  
5. The Joint Committee will ensure funds are allocated to support the communication and administration of funded programs. This would include but not be limited to:
  - the preparation of pamphlets and brochures
  - CUPE membership surveys
  - special events
  - program evaluations
  - staffing costs to provide direct coordination and support to Joint Committee programs.
  
6. In the event of a disagreement within the Joint Committee, the matter will be referred to the Senior Steering Committee for resolution.

AGREED THIS DATE: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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:

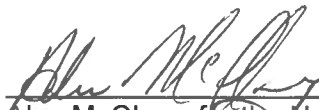
- The Department shall determine if staffing coverage is adequate and sufficient to meet operational requirements.
- The normal workweek as outlined in Article 17 shall be observed.
- Flexible working hours scheduled shall be evaluated within a three month period and may be cancelled by either party with ten days written notice.

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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.

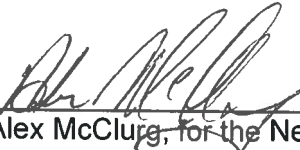
The terms and conditions of the Plan are as outlined in the Salary Deferral Leave Plan as amended from time to time. The Union shall be advised of any changes. **Upon request employees may receive a copy from either the Union or Human Resource Services.**

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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, DIVERSITY AND INCLUSION**

---

The City and the Union agree to cooperate in creating a diverse workforce that is inclusive of all employees. The objectives of the **EDI policy and strategy include the following:**

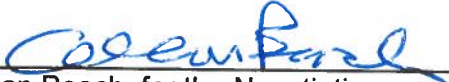
- a) to ensure that current and future employment systems are non-discriminatory;
- b) to redress disparities in the City's present workforce distribution, thus pursuing a workforce composition which reflects workforce availability of **equity** group members in the City of Winnipeg; including the active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

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


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

1. **The Liaison Officers shall meet with the Equity Office at a minimum of six times per year but more frequently if deemed necessary as mutually agreed upon. Additional attendees such as subject matter experts and/or other individuals identified as needed by either party may attend with prior notification given to the other party. These meetings shall be initiated by either the Equity Office or the Union.**
2. **CUPE shall designate two Liaison Officers.**
3. **Alternatively, the Employer shall designate up to two individuals from the Equity Office to be the direct point of contact for the Liaison Officers.**
4. **The Liaison Officers shall make a priority of reporting all current EDI related areas of concern affecting current bargaining unit members within six months from the date of ratification. Same shall be done with the applicable department leaders to address those concerns.**
5. **No initiative of the EDI Liaison Officers that would impact the terms of the Collective Agreement shall proceed without the mutual agreement of the Union and the Employer.**
6. **Time off requests and compensation for Liaison Officers shall be under the same terms and practice of Health and Safety Committee members.**

AGREED THIS DATE: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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 **they** desire a hearing to review the matter, **they** must, within ten 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: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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**

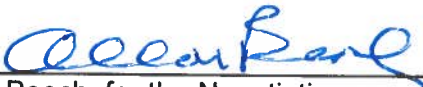
---

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 1<sup>st</sup> 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: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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 the Union shall establish a Joint Departmental 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 **their** current step in **their** former salary range, and **they** 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 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.

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 **their** bumping rights under this Agreement. Salary protection will not be provided to employees who bump into a lower rated position.

AGREED THIS DATE: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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: UNIT PRESIDENTS**

---

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

To that end, when labour relations matters arise, the City agrees to contact the Unit President as well as the Staff Representative.

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

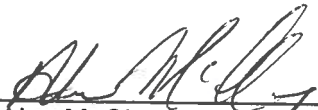
Departments may make arrangements at their sole discretion to facilitate the attendance of the Unit President. It is agreed that such arrangements are on a without prejudice or precedent basis.

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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. In recognition of the Union's interest in maintaining the efficiency of the work performed by its members, the Union may annually request a meeting with the Chief Administrative Officer, the Director of **Human Resource Services** and the Manager of Labour Relations to discuss such issues.
4. During the course of collective bargaining and until ratification of the Collective Agreement, the City affirms that it has no intention to contract out work beyond current levels.

**PROCESS**

**Preliminary Notice**

1. When considering contracting out initiatives, at its election, the City may give preliminary notice to the Union of its intent to consider the initiative along with a preliminary estimate of the potential number of positions that may be affected.
2. Effective the date of the preliminary notice under Part 1, the City may fill permanent positions that may be suitable redeployment options on a temporary basis. Suitability shall be determined in accordance with the Letter of Understanding Re: Redeployment. The duration of the temporary fill shall not exceed twelve months unless the City provides formal notice as provided for in Part 6 below within twelve months of the preliminary notice under Part 1 herein. If the City does not provide notice pursuant to Part 6 within twelve months, all positions filled on a temporary basis shall be filled permanently without undue delay unless otherwise agreed by the parties.


3. If the City provides notice under Part 6 herein, it may continue to fill permanent positions on a temporary basis subject to the maximum number of employees to be redeployed giving consideration to appropriate classifications. Any permanent vacancies within the area under consideration for contracting out may be held vacant or filled temporarily at the City's discretion.
4. If the City elects to proceed with the contracting out initiative, any permanent positions filled on a temporary basis shall be available to redeploy affected staff in accordance with the Letter of Understanding Re: Redeployment. Any affected employees not redeployed into such temporarily filled positions shall remain subject to redeployment in accordance with the Letter of Understanding Re: Redeployment.
5. If the City elects not to pursue the contracting out initiative, any positions filled temporarily pursuant to the preliminary notice shall be filled permanently without undue delay. However, by mutual agreement of the parties, such positions may continue to be filled temporarily pursuant to preliminary notice respecting another contracting out initiative.


### **Formal Notice**

6. The City shall provide a minimum of 90 days' written notice to the Union of its intention to contract out work currently performed by members of the bargaining unit, and such notice shall include a copy of the related business plan.
7. The Executive Policy Committee of Council shall meet with the Union (in-camera) within 45 days of the aforementioned notice to discuss the business plan and the Union's concerns regarding the impact on members of the bargaining unit.
8. During the term of the Collective Agreement, the Executive Policy Committee of Council and the Union shall have the authority to recommend changes to the Collective Agreement for specific change initiatives. Joint recommendations shall be referred for ratification to both City Council and the Local 500 Central Council.
9. In recognition of the Union's concerns, the Executive Policy Committee of Council, when requested, agrees to meet in-camera with CUPE in April and October of each year to discuss the following matters of mutual interest:
  - Continued employment of Seasonal, Part-time and Temporary personnel;
  - Staffing Levels;
  - Business Initiatives;
  - City Budgets; and
  - Change Initiatives
10. When change initiatives are implemented that result in the reduction of staffing levels or reduce the hours of work normally provided by current members of the bargaining unit, the City shall, wherever possible, accommodate such changes through attrition.
11. Where such reductions cannot be dealt with through attrition, the City will make every possible effort to reassign the affected employee to an equivalent position at the comparable rate of pay in accordance with the City's past practice.
12. In those instances where such reassignments are not practicable, Articles 19 and 20 of the Collective Agreement and the Letter of Understanding Re: Redeployment shall apply. In all cases, the reassignment or redeployment of affected employees will be done in

consultation with the Union to address such issues as seniority in the “new” positions and the “crossing” of seniority lines.

AGREED THIS DATE: December 15, 2022

  
\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg

  
\_\_\_\_\_  
Alex McClurg, 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 **employees** want support or assistance in approaching the person, **they** may consult **with their** Supervisor, Union **Representative**, Departmental Human Resource Representative **and a support person**.

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

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

***Step 2 – Problem Solving***

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

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

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

If unresolved, proceed to Step 3.

***Step 3 – Formal Complaint***

**Employees will complete the Respectful Workplace Complaint Form.**

Failing satisfactory resolution at this stage, **the Union** may exercise **its** rights under Article 31 – Grievances.

**3. COMMUNICATION AND FOLLOW UP**

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

**4. MALICIOUS OR VEXATIOUS COMPLAINT**

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

**5. REVIEW**

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

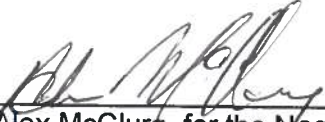
**6. PROCEDURAL GUIDELINES**

- a) **Where applicable, formal complaints will be investigated in a trauma informed manner and take into account the intersectionality of any complainants or respondents.**
- b) **The Manitoba Human Rights Code and the Manitoba Workplace Safety and Health Act as it pertains to respectful workplace shall be respected throughout the process.**

AGREED THIS DATE: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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 City agrees to renew this Letter of Understanding subject to signing off the Protective Clothing Agreement from last round of negotiations.

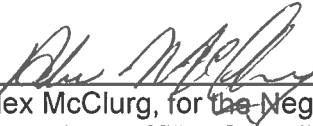
The parties agree to appoint their representatives to a committee pursuant to Article 28 within 90 days of notification of this Collective Agreement. The Committee shall review the Protective Clothing List during the term of the Agreement and make recommendations for appropriate changes.

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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.

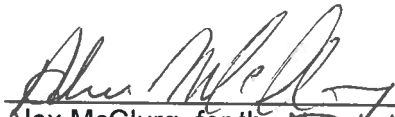
Employees must request and receive their pass through their Human Resource Section. Passes will be issued on a six month basis, are not transferable and are the property of the City of Winnipeg. Once an employee is no longer in receipt of disability benefits they must forfeit the pass.

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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: INDIGENOUS RELATIONS**

---

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

- Vision:** To build success between the Indigenous community and City of Winnipeg.
- Mandate:** To provide leadership and experience from an Indigenous perspective on programs, services and initiatives that support and address the needs of Winnipeg's Indigenous community, now and in the future.
- Role:** To develop initiatives and partnerships based on community and corporate priorities.
- Commitment:** The City and Union are committed to the vision, mandate and role of the Indigenous Relations Division.

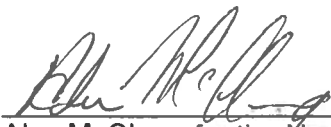
It is understood that specific Collective Agreement provisions may not be conducive to the fulfillment of the vision, mandate and role.

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

AGREED THIS DATE: December 15, 2022



Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



Alex McClurg, 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: ARTICLE 12-3 AND PART-TIME EMPLOYEES – LIBRARY SERVICES DIVISION**

---

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

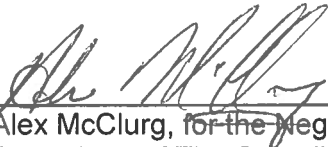
1. For part-time Library Service Division employees, lateral transfer will be allowed only after an employee has spent a minimum of twelve months in a position or a minimum of twelve months in a position after a lateral transfer, except where otherwise agreed between the City and the Union.
2. A transfer from a position with hours of work of 15 hours or less weekly **summer hours** to another position with hours of work 15 hours or less weekly **summer hours** shall not be considered a lateral transfer.
3. A transfer from a position with hours of work between 15.01 to 20 hours weekly to another position with hours of work between 15.01 and 20 hours weekly would be considered a lateral transfer.
4. A transfer from a position with hours of work between 20.01 to 25 hours weekly to another position with hours of work between 20.01 and 25 hours weekly would be considered a lateral transfer.
5. A transfer from a position with hours of work between 25.01 to 30 hours weekly to another position with hours of work between 25.01 to 30 hours weekly would be considered a lateral transfer.
6. A transfer from a position with hours of work between 30.01 to 34.99 hours weekly to another position with hours of work between 30.01 to 34.99 hours weekly would be considered a lateral transfer.
7. A transfer to a full-time position (35 hours weekly) will not be considered a lateral transfer as set out under this Letter of Understanding and under Article 12-3 of the Collective Agreement.
8. Employees in the Library Service Assistant 1-3 Series are considered one classification for seniority purposes. Employees moving from a Library Service Assistant 1/2 position to a Library Service Assistant 3 position will be considered a promotion in accordance with Article 12 of the Collective Agreement.
9. Management of the Library Services Division will review operational requirements, hours of service, number of employees, individuals holding multiple "packages", and other operational considerations to determine if the number of hours in part-time hours of work "packages" can be increased.
10. Both parties agree to meet to review and potentially amend this Letter of Understanding as requested by either party as a result of any changes in operational requirements.

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, for the Negotiating  
Committee of The Canadian Union of  
Public Employees, Local 500



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

**RE: CRIMINAL RECORD CHECK**

---

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

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


In all other circumstances the cost of the Criminal Record Check shall be borne by the employee.

AGREED THIS DATE: December 15, 2022



---

Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



---

Alex McClurg, 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: INTERNSHIPS**

---

The City and Union agree to maintain a program to allow external individuals to develop positive work habits and behaviours necessary for a successful entry into the labour market. The parties agree to the following parameters for the Program:

- The work to be performed by Interns is additional to the work regularly performed by members of the Union;
- The internship will not result in any reduction in the number of Union positions in an area;
- Such work necessarily involves a lower level of responsibility than that required by Union employees in the classification that the Intern is working in;
- The Intern rate of pay shall be 80% of the first step of the classification the Intern is assigned to or minimum wage, whichever is greater;
- Interns will not work overtime;
- An Intern will not accrue any seniority or service;
- The term of an internship will range between two weeks and one year;
- An internship may be ended at any time by notice of the City;
- An Intern will be paid six percent vacation pay on each pay;
- Articles 12, 18, 20, 22, 26, 35, 38 40, and 41 will not apply to Interns;
- An Intern will pay Union dues; and
- An Intern applying for a position within the City will be treated as an external applicant.

Upon request from the City or the Union, the parties will meet to discuss issues or concerns with specific internships.

AGREED THIS DATE: December 15, 2022



\_\_\_\_\_  
Allan Beach, for the Negotiating  
Committee of The City of Winnipeg



\_\_\_\_\_  
Alex McClurg, 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: GRIEVANCE PROCESS OVERSIGHT COMMITTEE**

---

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

The parameters of the Committee are as follows:

Comprised of the following individuals:

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

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

The purpose of the Committee is to ensure that a collaborative and problem solving intent of the grievance language is respected.

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

This Letter of Understanding will be of a one year term and can be extended if mutually agreed upon.

**AGREED THIS DATE: December 15, 2022**



---

**Allan Beach, for the Negotiating  
Committee of The City of Winnipeg**



---

**Alex McClurg, 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: CREATION OF A SPECIAL WAGE ADJUSTMENT FUND**


---

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

1. The City shall allocate the sum of four hundred thousand dollars (\$400,000.00) to the Fund, which shall be utilized to increase regular rates of pay of the following job classifications within the Collective Agreement:
  - a) Concrete Finisher
  - b) Foreperson series
  - c) Trades classification
  - d) Wastewater Treatment Operators.
2. A Working Group, consisting of two representatives from each of the parties, shall meet to determine how to allocate the entire Fund to increase the 2023 regular rates of pay of job classifications contained within the Salary Schedule of the Collective Agreement.
3. The Working Group shall meet regularly to determine the manner of allocation of the Fund after ratification of the new Collective Agreement.
4. If the Working Group is unable to agree on a complete allocation of the Fund within six months of commencing its work, they agree to appoint John Korpesho, or any other person subsequently agreed to by the parties, as sole arbitrator responsible to allocate the unallocated monies in the Fund. The parties may extend the time for the Working Group to complete its work by mutual agreement.
5. At the arbitration, each party shall be entitled to make such presentations to the Arbitrator as it deems appropriate as to what job classifications ought to receive the remaining monies in the Fund. The Arbitrator shall make a decision after hearing such submissions, and shall allocate all of the remaining monies from the Fund to such classifications as the Arbitrator deems appropriate. The decision of the Arbitrator shall be final and binding on the parties.
6. Each party shall be responsible for its own expenses. Expenses and fees of the Arbitrator shall be shared equally by the parties and will not be charged against the Fund.
7. All increases to regular rates of pay, whether by agreement between the parties or as determined by the Arbitrator shall be effective retroactive to January 1, 2023 and shall be added to whatever regular rates of pay is applicable to those classifications as of that date.

**AGREED THIS DATE: December 15, 2022**

  
\_\_\_\_\_  
**Allan Beach, for the Negotiating  
Committee of The City of Winnipeg**

  
\_\_\_\_\_  
**Alex McClurg, for the Negotiating  
Committee of The Canadian Union of  
Public Employees, Local 500**

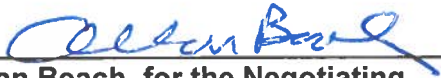
**LETTER OF UNDERSTANDING  
BETWEEN THE CITY OF WINNIPEG AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

**RE: SPECIAL WAGE ADJUSTMENTS #2**

---

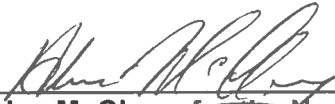
1. The City shall allocate the sum of one million dollars (\$1,000,000.00), which shall be utilized to increase regular rates of pay of the following job classifications, effective January 1, 2024:
  - a) 311 Customer Service Representatives
  - b) Instructor Guards
  - c) Recreation Technicians B/C
  - d) Library workers
  - e) and any other classification mutually agreed to between the parties.
2. A Working Group, consisting of two representatives from each of the parties, shall commence meeting after ratification of the new Collective Agreement and shall endeavour to reach agreement on how the one million dollars (\$1,000,000.00) shall be distributed among the above noted classifications to effect increases in their rates of pay.
3. If the Working Group is unable to agree on how the one million dollars (\$1,000,000.00) will be distributed within six months of commencing its work, they agree to appoint a sole arbitrator who shall be responsible for resolving the matter. The parties may, by mutual agreement, extend the time for the Working Group to complete its work.
4. At the arbitration, each party shall be entitled to make such presentations to the Arbitrator as it deems appropriate as to what job classification(s) ought to receive a special wage adjustment from the one million dollars (\$1,000,000.00) remaining, once any agreed to distributions have been taken into account. After hearing such submissions, the Arbitrator shall render their decision on a special wage adjustment to such classification(s) as the Arbitrator deems appropriate. The decision of the Arbitrator shall be final and binding on the parties.
5. Each party shall be responsible for its own expenses. Expenses and fees of the Arbitrator shall be shared equally by the parties.
6. All increases to regular rates of pay, whether by agreement between the parties or as determined by the Arbitrator shall be effective retroactive to January 1, 2024 and shall be added to whatever regular rates of pay is applicable to those classifications as of that date.

**AGREED THIS DATE: December 15, 2022**



---

**Allan Beach, for the Negotiating  
Committee of The City of Winnipeg**



---

**Alex McClurg, 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: LABOUR MARKET ISSUES ADVISORY COMMITTEE**

---

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

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

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

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

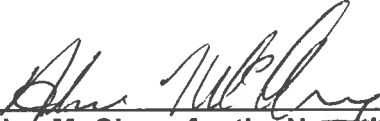
1. Within 90 days of ratification of this Agreement, the Committee shall meet and begin discussions aimed at:
  - a) identifying classifications within the CUPE bargaining unit where recruitment and/or retention has presented a challenge for the City;
  - b) determining the probable cause(s) of the recruitment and/or retention issue; and
  - c) formulating recommendations on how the issue can be effectively addressed.
2. The Committee may also consider emerging trends and labour market changes, and make prospective recommendations to mitigate the development of future recruitment and retention issues.
3. The Committee shall meet at least every six months after its initial meeting to continue its work, or otherwise by mutual agreement of the parties.
4. The Committee shall be comprised of three representatives from each of the parties. The City or the Union may invite additional people to attend on an *ad hoc* basis to assist the Committee in doing its work.
5. The Committee may make joint recommendations as contemplated in Paragraph 1 or 2 to the Deputy Chief Administrative Officer, who shall receive and consider such recommendations on behalf of the City.
6. Committee recommendations made to the Deputy Chief Administrative Officer are non-binding. The Deputy Chief Administrative Officer will nevertheless advise the Committee of the disposition of any recommendations made.

**AGREED THIS DATE: December 15, 2022**



---

**Allan Beach, for the Negotiating  
Committee of The City of Winnipeg**



---

**Alex McClurg, 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: FLEX BENEFITS**

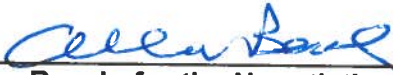
---

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

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

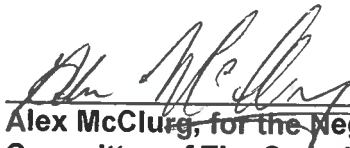
Any changes agreed upon by both parties may be implemented during the life of this Agreement.

**AGREED THIS DATE: December 15, 2022**



---

**Allan Beach, for the Negotiating  
Committee of The City of Winnipeg**



---

**Alex McClurg, 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**

---

**CAMPUS**

**311**

Supplementary Agreement –311 Call Centre – General

Letter of Understanding – 311 Call Centre Operations  
Letter of Understanding – Compressed Work Week

**Fleet**

Supplementary Agreement – General

Letter of Understanding – Compressed Work Week

**CITY CLERKS**

Supplementary Agreement – Board of Revision  
Supplementary Agreement – Hours of Work - Election

**COMMUNITY SERVICES**

Supplementary Agreement – Main Agreement  
Supplementary Agreement – Community Development and Recreation Services - General  
Supplementary Agreement – Aquatic Services – General

Letter of Understanding – Bylaw Enforcement Officer – Progression Lines  
Letter of Understanding – Part-Time Library Service  
Letter of Understanding – Facility Closures – Reassignment of Staff  
Letter of Understanding – Library – Part-Time Vacation  
Letter of Understanding – Lines of Progression  
Letter of Understanding – Animal Services – General  
Letter of Understanding – Indigenous Community Development Worker  
Letter of Understanding – Recreation - Part-Time Vacation Credits

**CUPE GENERAL**

Letter of Understanding – Automatic Vehicle Location  
Letter of Understanding – Safety and Protective Clothing  
Letter of Understanding – Shift Worker/Days Off

**PLANNING, PROPERTY AND DEVELOPMENT**

Letter of Understanding – Housing Inspector Compressed Work Week

**PUBLIC WORKS**

Supplementary Agreement – Main Agreement  
Supplementary Agreement – Streets Division  
Supplementary Agreement – Open Spaces Division  
Supplementary Agreement – Building Services Division  
Supplementary Agreement – Customer Service Division  
Supplementary Agreement – Human Resource Division  
Supplementary Agreement – Finance Division  
Supplementary Agreement – Transportation and Engineering Division

Letter of Understanding – Forestry Compressed Work Week

**TRANSIT**

Supplementary Agreement (January 4, 2006)  
Supplementary Agreement – Lines of Progression  
Supplementary Agreement – Handi-Transit Scheduling Guidelines

**WATER AND WASTE**

Supplementary Agreement – Main General Agreement  
Supplementary Agreement – Breaks – Brady Landfill  
Supplementary Agreement – Flood Emergencies  
Supplementary Agreement – Schedule A to Supplementary

Letter of Understanding – Eleven Hour Compressed Work Week  
Letter of Understanding – NEWPCC Wastewater Treatment Operators  
Letter of Understanding – Collection Systems SCADA Operators  
Letter of Understanding – Water Billing Hours of Work  
Letter of Understanding – Appendix A – Hours of Work – Water Billing  
Letter of Understanding – Tool Allowance – Mechanical  
Letter of Understanding – Shift Change Rules  
Letter of Understanding – Clerical Compressed Work Week  
Letter of Understanding – Clerical Shift Work Schedule – Brady Landfill  
Letter of Understanding – Isolation Allowance – Shoal Lake

Memorandum of Settlement – Parking – Brady Road Landfill

## INDEX - 1

<u>Topic</u>	<u>Page</u>
<b>-A-</b>	
Absences of Two Hours or Less .....	29
Absent without Approved Leave.....	7, 26
Indigenous Relations .....	93
Abuse of Sick Leave .....	31
Accommodation, Reasonable .....	16, 34, 59-60
Accreditations .....	12-13
Accumulation of Sick Leave .....	29
Acting Pay .....	20, 48
Agreement, General	
Duration, Revision and Termination of .....	11
Agreements, Supplementary.....	13, 17, 23, 25, 35, 81
List of.....	107
Ambulance and Semi-Private Hospital Coverage.....	41
Annual Paid Sick Leave .....	28-29
Appeals	
Classification.....	11-12
Workers' Compensation.....	33-34
Appeal Board.....	7, 11, 33
Appendix 1.....	67
Appendix 2.....	68
Appendix 3.....	69
Apprentices	
Seniority.....	27
Arbitration .....	46-47
Arbitrators, List of.....	69
<b>-B-</b>	
Banking of Shift Premium.....	80
Bargaining Unit .....	8

**INDEX - 2**

<u>Topic</u>	<u>Page</u>
Benefits.....	40-42
Benefits - Flex.....	106
Bereavement Leave.....	49, 55
Branch, Definition of.....	7
Bulletins, Job .....	14-16
Bullying .....	8-10
Bumping Rights .....	25, 83

**-C-**

Car Allowance.....	62-63
Certifications .....	12-13
Change Initiatives .....	85-87
Check-Off of Union Dues .....	47
Civic Emergency (see also Public Emergency) .....	23, 24, 37, 59
Civil Liability .....	61
Classification of Employees .....	11-12
Clerical Employees – Hours of Work.....	21
Compassionate Care Leave.....	56-57
Compensation, Workers' .....	33-34
Compressed Work Week .....	22, 70, 107-108
Contracting Out.....	10, 85-87
Court Witness Duty Leave of Absence.....	53
Criminal Liability.....	62
Criminal Record Check.....	96
Critical Illness or Injury Leave .....	57-58

## INDEX - 3

<u>Topic</u>	<u>Page</u>
-D-	
Day, Definition of .....	7
Death Benefit.....	31, 41
Deferred Salary Leave Plan .....	76
Definitions .....	7-8
Dental Plan .....	40-41
Department, Definition of .....	7
Department Head, Definition of.....	7
Departmental Supplementary Rules and Regulations .....	13
Direct Deposit .....	20
Disability Pension .....	33-34, 42
Discipline .....	17-18
Scheduling of Meetings.....	18
Sharing of Evidence.....	17
Discrimination .....	8-10
Dismissal .....	17-18
Disrespectful Behaviour .....	8-10
Disruptive Workplace Conflict .....	8-10
Dues, Check Off .....	47
Duration of Agreement.....	11
-E-	
Education Leave of Absence .....	27, 53
Education, Training, Staff Development and Employee Wellness .....	73-74
Employee	
Classifications of.....	11-12
Definitions.....	7-8
File (Departmental) .....	18
Wellness .....	30, 73-74, 92
Orientations .....	21
Employment Security .....	10



## INDEX - 4

<u>Topic</u>	<u>Page</u>
Equity and Diversity and Inclusion .....	77-78
Evening Shift Premium .....	20
Exhumation.....	20
Expense Allowances-Board and Lodging, Transportation .....	12, 24
<b>-F-</b>	
Family Illness (See Wellness Days) .....	30
Files, Departmental.....	18
Filling of Vacant Positions .....	14-17
Flexible Benefits .....	106
Flexible Working Hours.....	21, 75
Foster Care.....	53
Funeral Leave (see Pallbearer Leave) .....	49
<b>-G-</b>	
Gender Neutral Language, Definition of.....	8
General and Education Leave.....	27, 53
Grievances .....	43-46
Grievance Process Oversight Committee .....	99
Group Life Insurance Plan .....	41-42
<b>-H-</b>	
Harassment .....	8-10, 88-90
Hazardous Work .....	13-14
Health and Safety .....	13-14, 79
Joint Health and Safety Committee.....	14
Holidays, Public .....	34-37
Hours of Work.....	7-8, 21-22

## INDEX - 5

<u>Topic</u>	<u>Page</u>
-I-	
Illness of Family Members (See Wellness Days) .....	30
Inclement Weather/Equipment Breakdown .....	20, 36
Increments, Salary .....	18-20, 56
Indigenous Relations .....	93
Information to be Provided .....	12
Information Related to Legislative Disclosure.....	21
Interns.....	97
Interpersonal Violence Leave.....	58
-J-	
Job Bulletins .....	13-15
Job Security .....	10
Job Sharing .....	54-57
Joint Corporate Placement Committee.....	82-83
Joint Departmental Placement Committee .....	83
Joint Health and Safety Committee.....	13-14
Jury or Court Witness Duty-Leave of Absence.....	53
-L-	
Labour Management Committee.....	42-43
Lateral Transfers.....	15-16
Layoff and Reduction in Hours of Work.....	24-25
Letter of Understanding.....	71-72, 85-87
Leave of Absence .....	48-58
Bereavement .....	49
Compassionate Care .....	56-57
Critical Illness or Injury .....	57-58
Deferred Salary Leave .....	76
Education.....	53
Foster Care.....	53
Funeral .....	49
General.....	53

## INDEX - 6

<u>Topic</u>	<u>Page</u>
Interpersonal Violence .....	58
Job Sharing.....	54-56
Jury or Court Witness Duty .....	53
Local 500 Unit Presidents .....	84
Maternity .....	50-52
Pallbearer .....	49
Parental .....	52-53
Public Duties.....	49
Religious Holidays .....	36-37
Union .....	48-49
Without Pay .....	53
Legislative Disclosures, Information Related to.....	21
Letters of Understanding	
Article 12-3 and Part-Time Employees – Library Services Division .....	94
Banking of Shift Premium.....	80
Change Initiatives .....	85-87
Compressed Work Week .....	70
Creation of a Special Wage Adjustment Fund.....	100-101
Criminal Record Check .....	96
Deferred Salary Leave Plan .....	76
Education, Training and Staff Development and Employee Wellness .....	73-74
Equity, Diversity and Inclusion .....	77
Flexible Benefits .....	106
Flexible Working Hours .....	75
Grievance Process Oversight Committee .....	99
Indigenous Relations .....	93
Internship.....	97
Labour Market Issues Advisory Committee .....	104-105
LTD Employee Wellness.....	92
Protective/Safety Clothing and Equipment .....	91
Redeployment.....	82-83
Respectful Workplace .....	88-90
Safety Regulations and Policy, and the Potential Disciplinary Acting Arising From Interactions .....	79
Seasonal/Temporary Staff .....	71
Special Wage Adjustments #2 .....	102-103
Unit Presidents .....	84
Use of Recreational Facilities.....	81
Licenses, Certifications, Accreditations .....	12-13
Long Service Pay.....	60
Long Term Disability Wellness Program .....	92
Long Term Temporary .....	16
Lunch Money .....	24

## NDEX - 7

<u>Topic</u>	<u>Page</u>
<b>-M-</b>	
Maternity Leave .....	50-53
Medical Appointments.....	29-30
Medical Examination	
For Operation of Vehicle .....	12-13
For Employment.....	48
Medical Practitioner, Definition of.....	8
Mileage .....	62-63
<b>-N-</b>	
Negotiations	
Between City and Union.....	13, 18, 46
General Agreement.....	11
Night Shift Premium .....	20
<b>-O-</b>	
Orientation Sessions.....	21
Overtime .....	22-24
Break Period .....	23
Civic Emergency (see also Public Emergency) .....	23, 24, 37, 59
Day Workers .....	22
Double Time .....	20, 22-24, 35
Layoff.....	24-25
Lunch Money .....	24
Premium Payments.....	20
Public Emergency .....	23, 24, 37, 59
Public Holidays .....	22-23
Sharing of .....	24
Shift Workers .....	22-23
Snow Clearing .....	21, 23
Standby Time.....	43
Time and One-Half.....	22, 23
Time Off in Lieu of Payment.....	23
Use for Sick Leave.....	32
<b>-P-</b>	
Pallbearer Leave.....	49
Parental Leave.....	52-53
Parking .....	63

## INDEX - 8

<u>Topic</u>	<u>Page</u>
<b>Part-Time Employees</b>	
Benefits.....	40-42
Definition.....	7
Library Services Division.....	94-95
Sick Leave.....	28-29
Vacation.....	39-40
Pay Days and Paycheques.....	20-21
Direct Deposit.....	20
Pension Plan.....	42
<b>Permanent Employees</b>	
Definition.....	7
Sick Leave.....	28-30
Vacation.....	37-38
Personal Injury Protection Plan (P.I.P.P.).....	27, 32-33
Personnel File (Departmental).....	18
Picket Lines.....	59
Plural Terms.....	7
Premium Payments.....	20
Banking.....	80
Present Increment Only.....	25, 82-83
Printing of Collective Agreement.....	63
<b>Probationary Employees</b>	
Definition.....	7
Disciplinary Action.....	17
Seniority.....	25-27
Sick Leave.....	28-33
Probationary Period.....	25-26
Discipline.....	17
Seniority.....	25-27
Promotions.....	14-17, 53, 54
Exempt Position.....	27
Outside the Bargaining Unit.....	27
Proof of Illness.....	30
Protective Clothing.....	42-43, 91

**NDEX - 9**

<u>Topic</u>	<u>Page</u>
Public Emergency (see also Civic Emergency) .....	23, 24, 37, 59
Public Holidays .....	34-37

**-R-**

Rates of Pay .....	18-20, 122-169
Rating, Job Performance .....	19
Reasonable Accommodation .....	16, 34, 59-60
Recall .....	26, 71-72
Reclassifications of Employees .....	11-12
Recreational Facilities – Use of .....	81
Red Circling .....	25, 82-83
Redeployment.....	82-83
Regular Working Day .....	7
Rehabilitative Employment/Reasonable Accommodation .....	32, 33-34, 59-60
Religious Holidays .....	36-37
Reporting to Work Pay.....	20
Representation of Employees .....	43
Resignation of Permanent Employees .....	25
Respectful Workplace .....	8-10, 88-90
Retirement, Notice of .....	25
Retraining .....	42, 82

**-S-**

Safety Clothing .....	43, 91
Safety Regulations and Policy Letter of Understanding.....	79
Salary Protection .....	25, 42, 82-83
Salary Schedules.....	122-169

## INDEX - 10

<u>Topic</u>	<u>Page</u>
Seasonal Employees	
Benefits.....	40-42
Definition.....	7
Layoff and Recall.....	7, 26, 71
Sick Leave.....	29
Vacations.....	38-39
Seasonal/Temporary Staff Letter of Understanding.....	71-72
Seniority.....	25-28
Seniority Retention	
Exempt Position.....	27
Outside the Bargaining Unit.....	27
Seniority Lists.....	27-28
Severance Payments.....	31
Sexual Harassment.....	8-10
Shift Premium.....	20
Banking of Shift Premium Letter of Understanding.....	80
Shift Workers	
Definition.....	8
Hours of Work.....	21
Overtime.....	22-23
Sick Leave.....	28-33
Absences of Two Hours or Less.....	29
Abuse of.....	31
Accumulation of.....	29
Annual Credits.....	28-29
Deductions From.....	29
Definition of.....	28
Wellness Days.....	30
Integration of P.I.P.P. Benefits.....	32-33
Job Bulletins/Promotion.....	16
Job Sharing.....	55
Layoff and Recall.....	30
Notification of Employer.....	28
Parental Leave of Absence.....	52
Part-Time Employees.....	28-29
Payment of Unused Leave.....	33
Permanent Employees.....	28
Proof of Illness.....	30
Rehabilitative Employment.....	32
Seasonal Employees.....	29

## INDEX - 11

<u>Topic</u>	<u>Page</u>
Sharing of Overtime .....	24
Temporary Employees .....	28-29
Union Leave.....	48
Use of Overtime or Other Credits for.....	34
Vacations.....	30
Without Pay .....	31
Workers' Compensation.....	23-34
 Snow Clearing .....	 21, 23
Special Wage Adjustment.....	99, 100
Statutory Holidays.....	34-35
Standby Time.....	43
Stewards.....	12, 46
Suitability Period.....	16, 27
Summer Student Employee .....	8
Supplementary Agreements.....	13, 107-108
Suspension.....	17
 -T- 	
Technological Change .....	42
Temporary Employees	
Definition.....	8
Layoff and Recall .....	24-25
Sick Leave .....	28-29
Vacations.....	38-39
Termination of Employment	
Dismissal .....	17-18
Resignation of Permanent Employees .....	25
Tool Allowance .....	61
Tool Insurance.....	43
Training and Staff Development Fund.....	73-74
Transferred Employees.....	25, 27



## INDEX - 12

<u>Topic</u>	<u>Page</u>
Transfer	
Exempt Position .....	27
Lateral.....	15
Outside the Bargaining Unit .....	27
Transportation, Board and Lodging Expenses .....	12, 24
<b>-U-</b>	
Union Dues, Reporting of.....	21
Union Officials and Stewards List.....	12
Unit Presidents, Letter of Understanding.....	84
Use of Recreational Facilities.....	81
<b>-V-</b>	
Vacations.....	37-40
Calculation of Vacation Pay .....	40
Credits Used for Workers' Compensation .....	34
Credits Used for Sick Leave.....	30
Foster Care.....	53
Job Bulletins .....	16
Job Sharing.....	56
Part-Time Employees .....	39-40
Permanent Employees.....	37-38
Public Holiday During Vacation.....	34-35
Religious Holidays .....	36-37
Scheduling of Vacations.....	37-40
Seasonal Employees .....	38-39
Sharing of Overtime .....	24
Sickness During Vacation .....	30
Temporary Employees.....	38-39
Vacation Pay.....	40
Vision Care Plan.....	41
<b>-W-</b>	
Wage Rates.....	122-169
Weekend Shift Premium .....	20
Wellness Days .....	30
Workers' Compensation.....	33-34

**INDEX - 13**

<b><u>Topic</u></b>	<b><u>Page</u></b>
Workers' Compensation Rehabilitative Program .....	32, 59-60
Workplace Violence .....	8-9
Written Communication, Definition of .....	8







CUPE 2021 TO 2025 SALARY SCHEDULE (Continued)

CLASSIFICATION	Class Code	EFFECTIVE DATE MARCH 1, 2023 - 1.50%					EFFECTIVE DATE DECEMBER 31, 2023 - 1.50%					EFFECTIVE DATE MARCH 1, 2024 - 1.50% PLUS \$0.50 PER HOUR**					EFFECTIVE DATE SEPTEMBER 1, 2024 - 1.50% PLUS \$0.50 PER HOUR**							
		BIWEEKLY		HOURLY		HOURLY		BIWEEKLY		HOURLY		HOURLY		BIWEEKLY		HOURLY		HOURLY		BIWEEKLY		HOURLY		
		35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS			
ANALYST - OPERATIONS	10	\$2,313.38	\$33.05	\$34.67	\$35.19	\$2,348.08	\$33.54	\$35.19	\$35.72	\$2,383.30	\$34.05	\$35.72	\$36.25	\$2,419.05	\$34.56	\$36.25	\$36.78	\$2,450.08	\$35.07	\$36.78	\$37.31	\$2,485.81	\$35.58	\$37.31
ANALYST PROGRAMMER 1	11	\$1,897.24	\$27.10	\$28.51	\$28.94	\$1,925.70	\$27.51	\$28.94	\$29.37	\$1,954.58	\$27.92	\$29.37	\$30.20	\$1,983.90	\$28.34	\$29.37	\$30.20	\$2,013.31	\$28.75	\$30.20	\$31.03	\$2,043.84	\$29.16	\$31.03
ANALYST PROGRAMMER 2	12	\$2,313.38	\$33.05	\$34.67	\$35.19	\$2,348.08	\$33.54	\$35.19	\$35.72	\$2,383.30	\$34.05	\$35.72	\$36.25	\$2,419.05	\$34.56	\$36.25	\$36.78	\$2,450.08	\$35.07	\$36.78	\$37.31	\$2,485.81	\$35.58	\$37.31
ANALYST PROGRAMMER-CONTROL SYSTEMS	13	\$2,313.38	\$33.05	\$34.67	\$35.19	\$2,348.08	\$33.54	\$35.19	\$35.72	\$2,383.30	\$34.05	\$35.72	\$36.25	\$2,419.05	\$34.56	\$36.25	\$36.78	\$2,450.08	\$35.07	\$36.78	\$37.31	\$2,485.81	\$35.58	\$37.31
APPRAISER 1	21	\$1,755.54	\$25.08	\$26.36	\$27.74	\$1,781.87	\$25.46	\$26.75	\$28.16	\$1,808.60	\$25.84	\$27.15	\$27.56	\$1,835.73	\$26.22	\$27.56	\$28.16	\$1,862.86	\$26.60	\$28.16	\$28.75	\$1,890.00	\$27.00	\$28.75
APPRAISER 2	22	\$2,204.49	\$31.49	\$33.09	\$35.07	\$2,237.56	\$31.97	\$33.59	\$35.60	\$2,271.13	\$32.44	\$34.09	\$36.13	\$2,305.19	\$32.93	\$34.60	\$37.19	\$2,339.38	\$33.41	\$37.19	\$38.56	\$2,373.94	\$33.89	\$38.56
APPRAISER 3	23	\$2,590.80	\$37.01	\$38.89	\$40.93	\$2,629.66	\$37.57	\$39.47	\$41.55	\$2,669.11	\$38.13	\$40.06	\$42.17	\$2,709.15	\$38.70	\$40.66	\$43.80	\$2,749.34	\$39.26	\$43.80	\$45.48	\$2,789.63	\$39.82	\$45.48
APPRAISER ACCREDITED	24	\$2,842.87	\$40.61	\$43.15	\$45.66	\$2,885.52	\$41.22	\$43.80	\$46.33	\$2,928.80	\$41.84	\$44.45	\$47.04	\$2,972.73	\$42.47	\$45.12	\$47.75	\$3,017.26	\$42.75	\$47.75	\$49.36	\$3,062.41	\$43.36	\$49.36
AQUATIC DEVELOPMENT SUPERVISOR	1230	\$2,182.12	\$27.28	\$28.54	\$29.96	\$2,214.85	\$27.69	\$28.97	\$30.41	\$2,248.08	\$28.10	\$29.41	\$30.87	\$2,281.80	\$28.52	\$29.85	\$31.33	\$2,316.13	\$28.93	\$30.87	\$31.33	\$2,351.00	\$29.34	\$31.33
ARBORIST 1	30	\$2,012.09	\$25.15	\$26.55	\$28.53	\$2,042.27	\$25.53	\$27.28	\$29.25	\$2,072.90	\$25.91	\$27.69	\$29.35	\$2,103.99	\$26.30	\$27.96	\$29.41	\$2,135.49	\$26.70	\$29.41	\$30.33	\$2,167.61	\$27.10	\$30.33







CUPE 2021 TO 2025 SALARY SCHEDULE

CLASSIFICATION	Class Code	EFFECTIVE DATE OCTOBER 31, 2019 - 1.5%				EFFECTIVE DATE MARCH 1, 2021 - 1.70%				EFFECTIVE DATE MARCH 1, 2022 - 1.00%				EFFECTIVE DATE DECEMBER 31, 2022 - 1.50%			
		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	
ATTENDANT - LABORATORY 2	92	\$1,448.95 \$1,532.11 \$1,618.09 \$1,702.66	\$20.70 \$21.89 \$23.12 \$24.32			\$1,473.58 \$1,558.15 \$1,645.60 \$1,731.60	\$21.05 \$22.26 \$23.51 \$24.74			\$1,488.32 \$1,573.74 \$1,662.05 \$1,748.92	\$21.26 \$22.48 \$23.74 \$24.98		\$1,510.64 \$1,597.34 \$1,686.98 \$1,775.15	\$21.56 \$22.82 \$24.10 \$25.36			
ATTENDANT - LOCKER ROOM	122	\$1,320.69	\$16.51			\$1,343.14	\$16.79			\$1,356.57	\$16.96		\$1,376.92	\$17.21			
BEHAVIOURAL HEALTH NURSE	1681	\$2,726.04 \$2,821.45 \$2,920.21 \$3,022.41 \$3,128.20 \$3,237.68	\$38.94 \$40.31 \$41.72 \$43.18 \$44.69 \$46.25			\$2,772.39 \$2,869.42 \$2,969.85 \$3,073.79 \$3,181.38 \$3,292.72	\$39.61 \$40.99 \$42.43 \$43.91 \$45.45 \$47.04			\$2,800.11 \$2,898.11 \$2,999.55 \$3,104.53 \$3,213.19 \$3,325.65	\$40.00 \$41.40 \$42.85 \$44.35 \$45.90 \$47.51		\$2,842.11 \$2,941.58 \$3,044.54 \$3,151.10 \$3,261.39 \$3,375.54	\$40.60 \$42.02 \$43.49 \$45.02 \$46.59 \$48.22			
BRIDGE WORKER-CUPE	251	\$1,966.23 \$2,042.34 \$2,145.23 \$2,212.89	\$24.58 \$25.53 \$26.82 \$27.66			\$1,999.66 \$2,077.06 \$2,181.70 \$2,250.51	\$25.00 \$25.96 \$27.27 \$28.13			\$2,019.65 \$2,097.83 \$2,203.52 \$2,273.01	\$25.25 \$26.22 \$27.54 \$28.41		\$2,049.95 \$2,129.30 \$2,236.57 \$2,307.11	\$25.62 \$26.62 \$27.96 \$28.84			
BUYER 1	271	\$1,874.61 \$1,966.23 \$2,049.39 \$2,125.50	\$26.78 \$28.09 \$29.28 \$30.36			\$1,906.48 \$1,999.66 \$2,084.23 \$2,161.64	\$27.24 \$28.57 \$29.77 \$30.88			\$1,925.55 \$2,019.65 \$2,105.07 \$2,183.25	\$27.51 \$28.85 \$30.07 \$31.19		\$1,954.43 \$2,049.95 \$2,136.65 \$2,216.00	\$27.92 \$29.28 \$30.52 \$31.66			
BUYER 2	272	\$2,224.17 \$2,336.92 \$2,439.82 \$2,559.62 \$2,678.02 \$2,803.46	\$31.77 \$33.38 \$34.85 \$36.57 \$38.26 \$40.05			\$2,261.98 \$2,376.65 \$2,481.29 \$2,603.14 \$2,723.55 \$2,851.12	\$32.31 \$33.95 \$35.45 \$37.19 \$38.91 \$40.73			\$2,284.60 \$2,400.42 \$2,506.11 \$2,629.17 \$2,750.78 \$2,879.63	\$32.64 \$34.29 \$35.80 \$37.56 \$39.30 \$41.14		\$2,318.87 \$2,436.42 \$2,543.70 \$2,668.61 \$2,792.04 \$2,922.83	\$33.13 \$34.81 \$36.34 \$38.12 \$39.89 \$41.75			
BYLAW SUPPORT WORKER	1794	\$1,130.41	\$16.15			\$1,149.62	\$16.42			\$1,161.12	\$16.59		\$1,178.54	\$16.84			
CARETAKER	320	\$1,861.93	\$23.27			\$1,893.58	\$23.67			\$1,912.52	\$23.91		\$1,941.20	\$24.27			
CARPENTER	330	\$2,607.05	\$32.59			\$2,651.37	\$33.14			\$2,677.88	\$33.47		\$2,718.05	\$33.98			
CASHIER/CLERK - AQUATIC AND RECREATION FACILITIES*	360	\$1,129.00 \$1,245.98 \$1,364.38 \$1,479.96 \$1,599.76	\$14.11 \$15.57 \$17.05 \$18.50 \$20.00			\$1,148.19 \$1,267.17 \$1,387.57 \$1,505.12 \$1,626.96	\$14.35 \$15.84 \$17.34 \$18.81 \$20.34			\$1,159.67 \$1,279.84 \$1,401.45 \$1,520.17 \$1,643.23	\$14.50 \$16.00 \$17.52 \$19.00 \$20.54		\$1,177.07 \$1,200.00 \$1,299.03 \$1,422.47 \$1,542.97	\$14.71 \$15.00 \$16.24 \$17.78 \$19.29			
CLAIMS ADJUSTOR 1	1251	\$1,771.72 \$1,843.61 \$1,926.76 \$2,005.70 \$2,093.08 \$2,183.29	\$25.31 \$26.34 \$27.53 \$28.65 \$29.90 \$31.19			\$1,801.84 \$1,874.95 \$1,959.52 \$2,039.79 \$2,128.67 \$2,220.41	\$25.74 \$26.78 \$27.99 \$29.14 \$30.41 \$31.72			\$1,819.86 \$1,893.70 \$1,979.11 \$2,060.19 \$2,149.95 \$2,242.61	\$26.00 \$27.05 \$28.27 \$29.43 \$30.71 \$32.04		\$1,847.16 \$1,922.10 \$2,008.80 \$2,091.09 \$2,182.20 \$2,276.25	\$26.39 \$27.46 \$28.70 \$29.87 \$31.17 \$32.52			

















CUPE 2021 TO 2025 SALARY SCHEDULE

Class Code	CLASSIFICATION	EFFECTIVE DATE OCTOBER 31, 2019 - 1.5%			EFFECTIVE DATE MARCH 1, 2021 - 1.70%			EFFECTIVE DATE MARCH 1, 2022 - 1.00%			EFFECTIVE DATE DECEMBER 31, 2022 - 1.50%		
		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS
		712	FABRICATOR - SIGN ASSISTANT 1 2 3 4 5 6	\$1,661.78 \$1,746.35 \$1,812.60 \$1,880.25 \$1,962.00 \$2,042.34	\$36.97 \$38.60 \$39.73	\$20.77 \$21.83 \$22.86 \$23.50 \$24.53 \$25.53	\$1,690.03 \$1,776.04 \$1,843.41 \$1,912.22 \$1,995.36 \$2,077.06	\$37.60 \$39.26 \$40.40	\$21.13 \$22.20 \$23.04 \$23.90 \$24.94 \$25.96	\$1,706.93 \$1,793.80 \$1,861.84 \$1,931.34 \$2,015.31 \$2,097.83	\$37.97 \$39.65 \$40.81	\$21.34 \$22.42 \$23.27 \$24.14 \$25.19 \$26.22	\$1,732.54 \$1,820.71 \$1,889.77 \$1,960.31 \$2,045.54 \$2,129.30
2803	FIELD SERVICES COORDINATOR 1 2 3	\$2,587.81 \$2,701.98 \$2,780.91	\$36.97 \$38.60 \$39.73	\$25.40	\$2,631.81 \$2,747.91 \$2,828.19	\$37.60 \$39.26 \$40.40	\$25.83	\$2,658.12 \$2,775.39 \$2,856.47	\$37.97 \$39.65 \$40.81	\$25.09	\$2,698.00 \$2,817.02 \$2,899.32	\$38.54 \$40.24 \$41.42	\$26.48
721	FINISHER - CONCRETE 1	\$2,032.05		\$25.40	\$2,066.60		\$25.83	\$2,087.26		\$26.09	\$2,118.57		\$26.48
801	FOREPERSON - ELECTRICAL MAINTENANCE AND CONSTRUCTION 1 2 - With Contractor's Licence	\$2,887.94 \$3,025.78		\$36.10 \$37.82	\$2,937.03 \$3,077.22		\$36.71 \$38.47	\$2,966.40 \$3,107.99		\$37.08 \$38.85	\$3,010.90 \$3,154.61		\$37.64 \$39.43
803	FOREPERSON - ELECTRICIAN 1 2 - With Contractor's Licence	\$2,791.76 \$2,929.61		\$34.90 \$36.62	\$2,839.22 \$2,979.42		\$35.49 \$37.24	\$2,867.62 \$3,009.21		\$36.85 \$37.62	\$2,910.63 \$3,054.35		\$36.38 \$38.18
806	FOREPERSON - GARAGE 1	\$2,866.79		\$35.83	\$2,915.53		\$36.44	\$2,944.68		\$36.81	\$2,988.85		\$37.36
807	FOREPERSON - GARAGE GENERAL 1	\$2,755.54		\$34.44	\$2,802.39		\$35.03	\$2,830.41		\$35.38	\$2,872.87		\$35.91
811	FOREPERSON - GRADE 1 1	\$2,340.31		\$29.25	\$2,380.09		\$29.75	\$2,403.89		\$30.05	\$2,439.95		\$30.50
812	FOREPERSON - GRADE 2 1	\$2,448.84		\$30.61	\$2,490.47		\$31.13	\$2,515.37		\$31.44	\$2,553.10		\$31.91
813	FOREPERSON - GRADE 3 1	\$2,606.70		\$32.58	\$2,651.01		\$33.14	\$2,677.52		\$33.47	\$2,717.69		\$33.97
822	FOREPERSON - INSECT CONTROL 1 2 3 4	\$1,908.44 \$2,001.47 \$2,083.22 \$2,166.38		\$23.86 \$25.02 \$26.04 \$27.08	\$1,940.88 \$2,035.49 \$2,118.63 \$2,203.21		\$24.26 \$25.44 \$26.48 \$27.54	\$1,960.29 \$2,055.85 \$2,139.82 \$2,225.24		\$24.50 \$25.70 \$26.75 \$27.82	\$1,989.70 \$2,086.68 \$2,171.92 \$2,258.62		\$24.87 \$26.08 \$27.15 \$28.23
823	FOREPERSON - INTAKE 1	\$2,495.20		\$31.19	\$2,537.62		\$31.72	\$2,562.99		\$32.04	\$2,601.44		\$32.52
837	FOREPERSON - MACHINE SHOP 1	\$2,862.24		\$35.78	\$2,910.90		\$36.39	\$2,940.01		\$36.75	\$2,984.11		\$37.30
1022	FOREPERSON MTCE AND CONSTRUCTION 1	\$3,025.78		\$37.82	\$3,077.22		\$38.47	\$3,107.99		\$38.85	\$3,154.61		\$39.43
843	FOREPERSON - OUTSIDE INSTALLATION CREW 1	\$2,878.17		\$35.98	\$2,927.10		\$36.59	\$2,956.37		\$36.95	\$3,000.71		\$37.51
846	FOREPERSON - PARKING METER 1 2 3	\$2,257.99 \$2,341.15 \$2,411.63		\$28.22 \$29.26 \$30.15	\$2,296.38 \$2,380.95 \$2,452.62		\$28.70 \$29.76 \$30.66	\$2,319.34 \$2,404.76 \$2,477.15		\$28.99 \$30.06 \$30.96	\$2,354.13 \$2,440.83 \$2,514.31		\$29.43 \$30.51 \$31.43
848	FOREPERSON - PLANT 1	\$2,379.21		\$29.74	\$2,419.66		\$30.25	\$2,443.85		\$30.55	\$2,480.51		\$31.01
855	FOREPERSON - PUMPING STATIONS 1	\$2,537.07		\$31.71	\$2,580.20		\$32.25	\$2,606.00		\$32.58	\$2,645.09		\$33.06
873	FOREPERSON - REFUSE CONTRACT 1	\$2,270.68		\$28.38	\$2,309.28		\$28.87	\$2,332.37		\$29.15	\$2,367.36		\$29.59
871	FOREPERSON - REFUSE DISPOSAL 1	\$2,379.21		\$29.74	\$2,419.66		\$30.25	\$2,443.85		\$30.55	\$2,480.51		\$31.01
862	FOREPERSON SECTION - WATERWORKS 1	\$2,341.15		\$29.26	\$2,380.95		\$29.76	\$2,404.76		\$30.06	\$2,440.83		\$30.51



























CUPE 2021 TO 2025 SALARY SCHEDULE (Continued)

Table with columns for Class Code, Classification, and multiple Effective Date periods (March 1, 2023 - 1.50%, December 31, 2023 - 1.50%, March 1, 2024 - 1.50%, September 1, 2024 - 1.50%) with sub-columns for Biweekly, Hourly 35 hours, Hourly 40 hours, and Hourly 40 hours. Rows include classes like Mechanic-Garage First Class/Machinist, Meter Reader, Nurse - Occupational Health, and Officer 1 - Real Estate.

CUPE 2021 TO 2025 SALARY SCHEDULE

CLASSIFICATION	Class Code	EFFECTIVE DATE OCTOBER 31, 2019 - 1.5%				EFFECTIVE DATE MARCH 1, 2021 - 1.70%				EFFECTIVE DATE MARCH 1, 2022 - 1.00%				EFFECTIVE DATE DECEMBER 31, 2022 - 1.50%			
		BIWEEKLY		HOURLY		BIWEEKLY		HOURLY		BIWEEKLY		HOURLY		BIWEEKLY		HOURLY	
		35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS
OFFICER - ANIMAL SERVICE 1	1780	\$1,918.31	\$23.98	\$1,950.92	\$24.39	\$1,970.43	\$24.63	\$1,989.98	\$25.00	\$2,014.15	\$25.60	\$2,068.86	\$25.86	\$2,099.91	\$26.25	\$2,149.91	\$27.28
OFFICER - ANIMAL SERVICE 2	1781	\$2,093.08	\$26.16	\$2,128.67	\$26.61	\$2,149.91	\$26.87	\$2,182.20	\$27.28	\$2,226.69	\$27.83	\$2,260.09	\$28.25	\$2,299.91	\$28.78	\$2,349.91	\$29.31
OFFICER - BICYCLE RECOVERY	1790	\$2,167.79	\$27.10	\$2,204.64	\$27.56	\$2,226.69	\$27.83	\$2,260.09	\$28.25	\$2,304.64	\$28.78	\$2,349.91	\$29.31	\$2,399.91	\$29.84	\$2,449.91	\$30.37
OFFICER - BYLAW ENFORCEMENT	1795	\$2,067.71	\$29.54	\$2,102.86	\$30.04	\$2,123.89	\$30.34	\$2,155.75	\$30.80	\$2,191.91	\$31.37	\$2,228.07	\$31.94	\$2,264.23	\$32.51	\$2,300.39	\$33.08
OFFICER - PROJECTS 1	1818	\$1,981.30	\$28.30	\$2,014.98	\$28.79	\$2,035.13	\$29.07	\$2,065.66	\$29.51	\$2,098.94	\$29.98	\$2,119.93	\$30.28	\$2,151.73	\$30.74	\$2,184.53	\$31.20
OFFICER - ZONING DEVELOPMENT	681	\$2,181.88	\$31.17	\$2,218.97	\$31.70	\$2,241.16	\$32.02	\$2,274.78	\$32.50	\$2,304.76	\$33.01	\$2,340.83	\$33.52	\$2,377.11	\$34.03	\$2,413.49	\$34.54
ENFORCEMENT SERVICES OFFICER-IN-TRAINING	1817	\$1,788.64	\$25.55	\$1,819.04	\$25.99	\$1,837.23	\$26.25	\$1,864.79	\$26.64	\$1,892.84	\$27.03	\$1,921.88	\$27.42	\$1,951.91	\$27.81	\$1,981.94	\$28.20
OPERATOR - COMMUNICATIONS LEAD	1896	\$3,271.01	\$38.94	\$3,326.62	\$39.60	\$3,359.89	\$40.00	\$3,410.28	\$40.60	\$3,460.67	\$41.20	\$3,511.06	\$41.80	\$3,561.45	\$42.40	\$3,611.84	\$43.00
OPERATOR - COMPUTER	1857	\$1,657.55	\$23.68	\$1,685.73	\$24.08	\$1,702.59	\$24.32	\$1,728.13	\$24.69	\$1,753.67	\$25.06	\$1,779.20	\$25.42	\$1,804.74	\$25.79	\$1,830.28	\$26.16
OPERATOR - COMPUTER SENIOR	1950	\$1,907.03	\$27.24	\$1,939.45	\$27.71	\$1,958.85	\$27.98	\$1,988.23	\$28.40	\$2,017.65	\$28.87	\$2,047.10	\$29.34	\$2,076.57	\$29.81	\$2,106.06	\$30.29
OPERATOR - CONTROL	1905	\$2,324.24	\$29.05	\$2,363.75	\$29.55	\$2,387.39	\$29.84	\$2,423.20	\$30.29	\$2,459.01	\$30.74	\$2,494.82	\$31.19	\$2,530.63	\$31.64	\$2,566.44	\$32.09
OPERATOR - EQUIPMENT 2 - EMERGENCY SERVICES	1886	\$1,962.99	\$24.54	\$1,996.36	\$24.95	\$2,016.32	\$25.20	\$2,046.57	\$25.58	\$2,076.82	\$25.94	\$2,107.07	\$26.30	\$2,137.32	\$26.66	\$2,167.57	\$27.02

In accordance with Supplementary Agreement: Communications salary rates paid may be higher than shown.











CUPE 2021 TO 2025 SALARY SCHEDULE (Continued)

CLASSIFICATION	Class Code	EFFECTIVE DATE MARCH 1, 2023 - 1.50%				EFFECTIVE DATE DECEMBER 31, 2023 - 1.50%				EFFECTIVE DATE MARCH 1, 2024 - 1.50% PLUS \$0.50 PER HOUR**				EFFECTIVE DATE SEPTEMBER 1, 2024 - 1.50% PLUS \$0.50 PER HOUR**					
		BIWEEKLY		HOURLY		BIWEEKLY		HOURLY		BIWEEKLY		HOURLY		BIWEEKLY		HOURLY			
		35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS	35 HOURS	40 HOURS		
PAINTER	2031	\$2,758.82	\$34.49			\$2,800.21	\$35.00			\$2,842.21	\$35.53			\$2,884.84	\$36.06				
PARK PATROL OFFICER	402	\$2,340.22	\$29.25	\$2,469.19	\$30.41	\$2,375.33	\$29.69	\$2,469.19	\$30.86	\$2,410.96	\$30.14	\$2,506.23	\$31.33	\$2,543.82	\$31.80	\$2,603.04	\$32.54	\$2,642.08	\$33.03
PASSENGER INFO TRAVEL ASSISTANT - TRANSIT	2049	\$1,685.10	\$24.07	\$1,744.08	\$24.92	\$1,710.37	\$24.43	\$1,770.24	\$25.29	\$1,736.03	\$24.80	\$1,796.79	\$25.67	\$1,823.74	\$26.05	\$1,859.68	\$26.97	\$1,887.57	\$27.91
PERSONNEL ASSISTANT 1	2050	\$1,921.10	\$27.44	\$2,019.05	\$28.83	\$1,949.92	\$27.86	\$2,048.32	\$29.26	\$1,979.17	\$28.27	\$2,079.05	\$29.70	\$2,110.23	\$30.15	\$2,155.81	\$31.26	\$2,220.97	\$31.73
PLAN EXAMINER 1	682	\$1,897.24	\$27.10	\$1,995.68	\$28.51	\$1,925.70	\$27.51	\$2,025.61	\$28.94	\$1,954.58	\$27.92	\$2,056.00	\$29.37	\$2,132.83	\$30.47	\$2,164.82	\$31.81	\$2,226.56	\$33.17
PLAN EXAMINER 2	683	\$2,313.38	\$33.05	\$2,426.73	\$34.67	\$2,348.08	\$33.54	\$2,463.13	\$35.19	\$2,383.30	\$34.05	\$2,500.08	\$35.72	\$2,572.30	\$36.75	\$2,638.55	\$37.98	\$2,708.78	\$39.13
PLAN EXAMINER 3	684	\$2,854.81	\$40.78	\$2,950.26	\$42.15	\$2,897.63	\$41.39	\$3,004.78	\$42.78	\$2,941.09	\$42.02	\$3,039.44	\$43.42	\$3,117.73	\$44.70	\$3,199.10	\$46.13	\$3,275.52	\$47.61
PLUMBER TRADES - PIPEFITTER	2069	\$2,903.85	\$36.30	\$3,049.04	\$38.11	\$2,947.41	\$36.84	\$3,094.78	\$38.68	\$2,991.62	\$37.40	\$3,141.20	\$38.26	\$3,188.32	\$39.32	\$3,236.58	\$40.33	\$3,285.11	\$41.33
POOL SUPERVISOR	2363	\$2,396.90	\$29.96	\$2,516.23	\$31.45	\$2,432.86	\$30.41	\$2,553.97	\$31.92	\$2,469.95	\$30.87	\$2,592.28	\$32.40	\$2,636.89	\$33.36	\$2,709.06	\$34.86	\$2,775.52	\$36.36
RAKER	2111	\$2,150.35	\$26.88	\$2,270.46	\$28.13	\$2,182.61	\$27.28	\$2,304.78	\$28.68	\$2,215.95	\$27.69	\$2,348.32	\$28.26	\$2,391.32	\$29.24	\$2,434.78	\$30.33	\$2,478.78	\$31.33
REGISTERED VETERINARY TECHNICIAN	118	\$1,701.85	\$21.27	\$1,770.46	\$22.13	\$1,727.37	\$21.59	\$1,797.01	\$22.46	\$1,753.28	\$21.92	\$1,823.97	\$22.80	\$1,851.33	\$23.14	\$1,897.73	\$23.72	\$1,926.19	\$24.08
		\$1,916.53	\$23.96	\$1,992.70	\$24.91	\$1,945.38	\$23.32	\$2,022.59	\$24.91	\$1,974.56	\$24.68	\$2,052.93	\$25.66	\$2,084.18	\$26.05	\$2,116.53	\$26.66	\$2,148.32	\$27.06
		\$2,070.26	\$25.88	\$2,151.31	\$26.88	\$2,101.31	\$26.27	\$2,182.61	\$27.28	\$2,132.63	\$26.66	\$2,215.95	\$27.69	\$2,248.58	\$28.11	\$2,281.32	\$28.68	\$2,314.78	\$29.24























CUPE 2021 TO 2025 SALARY SCHEDULE

CLASSIFICATION	Class Code	EFFECTIVE DATE OCTOBER 31, 2019 - 1.5%			EFFECTIVE DATE MARCH 1, 2021 - 1.70%			EFFECTIVE DATE MARCH 1, 2022 - 1.00%			EFFECTIVE DATE DECEMBER 31, 2022 - 1.50%		
		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS
WASTE WATER TREATMENT OPERATOR - 1B	1955	\$2,038.59	\$25.48	\$2,073.25	\$25.92	\$2,093.98	\$26.17	\$2,125.39	\$26.57				
WASTE WATER TREATMENT OPERATOR - 2A	1956	\$2,113.91	\$26.42	\$2,149.84	\$26.87	\$2,171.34	\$27.14	\$2,203.91	\$27.55				
WASTE WATER TREATMENT OPERATOR - 2B	1957	\$2,213.98	\$27.67	\$2,251.62	\$28.15	\$2,274.13	\$28.43	\$2,308.24	\$28.85				
WASTE WATER TREATMENT OPERATOR - 3A	1958	\$2,373.89	\$29.67	\$2,414.24	\$30.18	\$2,438.39	\$30.48	\$2,474.96	\$30.94				
WASTE WATER TREATMENT OPERATOR - 3B	1959	\$2,482.21	\$31.03	\$2,524.41	\$31.56	\$2,549.66	\$31.87	\$2,587.90	\$32.35				
WASTE WATER TREATMENT OPERATOR 4	1960	\$2,769.02	\$34.61	\$2,816.09	\$35.20	\$2,844.25	\$35.55	\$2,886.92	\$36.09				
WATER TREATMENT OPERATOR - 1T	2901	\$1,946.08	\$24.33	\$1,979.16	\$24.74	\$1,998.95	\$24.99	\$2,028.94	\$25.36				
WATER TREATMENT OPERATOR - 1A	2902	\$2,039.78	\$25.50	\$2,074.45	\$25.93	\$2,095.20	\$26.19	\$2,126.62	\$26.58				
WATER TREATMENT OPERATOR - 1B	2903	\$2,128.09	\$26.60	\$2,164.26	\$27.05	\$2,185.91	\$27.32	\$2,218.70	\$27.73				
WATER TREATMENT OPERATOR - 2A	2904	\$2,206.71	\$27.58	\$2,244.22	\$28.05	\$2,266.66	\$28.33	\$2,300.66	\$28.76				
WATER TREATMENT OPERATOR - 2B	2905	\$2,311.17	\$28.89	\$2,350.46	\$29.38	\$2,373.97	\$29.67	\$2,409.58	\$30.12				
WATER TREATMENT OPERATOR - 3A	2906	\$2,452.25	\$30.65	\$2,493.94	\$31.17	\$2,518.88	\$31.49	\$2,556.67	\$31.96				
WATER TREATMENT OPERATOR - 3B	2907	\$2,478.10	\$30.98	\$2,520.23	\$31.50	\$2,545.43	\$31.82	\$2,583.61	\$32.30				
WATER TREATMENT OPERATOR - 4	2908	\$2,565.34	\$32.07	\$2,608.95	\$32.61	\$2,635.04	\$32.94	\$2,674.56	\$33.43				
WEB SERVICES SPECIALIST	2783	\$2,897.50	\$35.59	\$2,895.91	\$36.20	\$2,924.87	\$36.56	\$2,968.74	\$37.11				
WEIGH SCALES OPERATOR-REFUSE DISPOSAL	2722	\$1,928.17	\$24.10	\$1,960.95	\$24.51	\$1,980.56	\$24.76	\$2,010.27	\$25.13				
WELDER	2731	\$2,607.05	\$32.59	\$2,651.37	\$33.14	\$2,677.88	\$33.47	\$2,718.05	\$33.98				
WELDER - LEADING	2734	\$2,700.08	\$33.75	\$2,745.98	\$34.32	\$2,773.44	\$34.67	\$2,815.04	\$35.19				
WELDER - PRESSURE VESSEL	2741	\$2,628.69	\$32.86	\$2,673.38	\$33.42	\$2,700.11	\$33.75	\$2,740.61	\$34.26				
WORKER - COMMUNITY DEVELOPMENT 1	2765	\$1,966.23	\$28.09	\$1,999.66	\$28.57	\$2,019.65	\$28.85	\$2,049.95	\$29.28				
WORKER - COMMUNITY DEVELOPMENT 2	2766	\$2,270.68	\$33.44	\$2,309.28	\$33.99	\$2,332.37	\$34.32	\$2,367.36	\$34.82				
		\$2,334.11	\$33.34	\$2,373.79	\$33.91	\$2,397.52	\$34.25	\$2,433.49	\$34.76				
		\$2,404.58	\$34.35	\$2,445.46	\$34.94	\$2,469.91	\$35.28	\$2,506.96	\$35.81				
		\$2,466.60	\$35.24	\$2,508.53	\$35.84	\$2,533.61	\$36.19	\$2,571.62	\$36.74				
		\$2,527.20	\$36.10	\$2,570.17	\$36.72	\$2,595.87	\$37.08	\$2,634.81	\$37.64				

CUBE 2021 TO 2025 SALARY SCHEDULE (Continued)

CLASSIFICATION	Class Code	EFFECTIVE DATE MARCH 1, 2023 - 1.50%				EFFECTIVE DATE DECEMBER 31, 2023 - 1.50%				EFFECTIVE DATE MARCH 1, 2024 - 1.50% PLUS \$0.50 PER HOUR***				EFFECTIVE DATE SEPTEMBER 1, 2024 - 1.50% PLUS \$0.50 PER HOUR***			
		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	HOURLY 40 HOURS
WASTE WATER TREATMENT OPERATOR - 1B	1955	\$2,157.27		\$26.97		\$2,189.63		\$27.37		\$2,222.48		\$27.78		\$2,255.81		\$28.20	
WASTE WATER TREATMENT OPERATOR - 2A	1956	\$2,236.97		\$27.96		\$2,270.52		\$28.38		\$2,304.58		\$28.81		\$2,339.15		\$29.24	
WASTE WATER TREATMENT OPERATOR - 2B	1957	\$2,342.87		\$29.29		\$2,378.01		\$29.73		\$2,413.68		\$30.17		\$2,449.89		\$30.62	
WASTE WATER TREATMENT OPERATOR - 3A 1 - With Provincial Certification	1958	\$2,512.09		\$31.40		\$2,549.77		\$31.87		\$2,588.01		\$32.35		\$2,626.83		\$32.84	
WASTE WATER TREATMENT OPERATOR - 3B 1 - With Provincial Certification	1959	\$2,626.72		\$32.83		\$2,666.12		\$33.33		\$2,706.11		\$33.83		\$2,746.70		\$34.33	
WASTE WATER TREATMENT OPERATOR 4 1 - With Provincial Certification	1960	\$2,930.22		\$36.63		\$2,974.18		\$37.18		\$3,018.79		\$37.73		\$3,064.07		\$38.30	
WATER TREATMENT OPERATOR - 1T	2901	\$2,059.37		\$25.74		\$2,090.26		\$26.13		\$2,121.62		\$26.52		\$2,153.44		\$26.92	
WATER TREATMENT OPERATOR - 1A	2902	\$2,158.52		\$26.98		\$2,190.90		\$27.39		\$2,223.77		\$27.80		\$2,257.12		\$28.21	
WATER TREATMENT OPERATOR - 1B	2903	\$2,251.98		\$28.15		\$2,285.76		\$28.57		\$2,320.04		\$29.00		\$2,354.84		\$29.44	
WATER TREATMENT OPERATOR - 2A	2904	\$2,335.17		\$29.19		\$2,370.20		\$29.63		\$2,405.75		\$30.07		\$2,441.84		\$30.52	
WATER TREATMENT OPERATOR - 2B	2905	\$2,445.72		\$30.57		\$2,482.41		\$31.03		\$2,519.64		\$31.50		\$2,557.44		\$31.97	
WATER TREATMENT OPERATOR - 3A	2906	\$2,595.02		\$32.44		\$2,633.94		\$32.92		\$2,673.45		\$33.42		\$2,713.55		\$33.92	
WATER TREATMENT OPERATOR - 3B	2907	\$2,622.37		\$32.78		\$2,661.70		\$33.27		\$2,701.63		\$33.77		\$2,742.15		\$34.28	
WATER TREATMENT OPERATOR - 4	2908	\$2,714.68		\$33.93		\$2,755.40		\$34.44		\$2,796.73		\$34.96		\$2,838.68		\$35.48	
WEB SERVICES SPECIALIST	2783	\$3,013.27		\$37.67		\$3,058.47		\$38.23		\$3,104.35		\$38.80		\$3,150.91		\$39.39	
WELDER	2731	\$2,040.43		\$25.51		\$2,071.03		\$25.89		\$2,102.10		\$26.28		\$2,133.63		\$26.67	
WELDER - LEADING	2734	\$2,758.82		\$34.49		\$2,800.21		\$35.00		\$2,842.21		\$35.53		\$2,884.84		\$36.06	
WELDER - PRESSURE VESSEL	2741	\$2,857.27		\$35.72		\$2,900.12		\$36.25		\$2,943.63		\$36.80		\$2,987.78		\$37.35	
WORKER - COMMUNITY DEVELOPMENT 1	2765	\$2,781.72		\$34.77		\$2,823.45		\$35.29		\$2,865.80		\$35.82		\$2,908.78		\$36.36	
WORKER - COMMUNITY DEVELOPMENT 2	2766	\$2,402.87		\$34.33		\$2,438.91		\$34.84		\$2,475.50		\$35.36		\$2,512.63		\$35.89	
		\$2,469.99		\$35.29		\$2,507.04		\$35.81		\$2,544.64		\$36.35		\$2,582.81		\$36.90	
		\$2,544.57		\$36.35		\$2,582.73		\$37.45		\$2,621.47		\$37.45		\$2,660.80		\$38.01	
		\$2,610.19		\$37.29		\$2,649.35		\$37.85		\$2,689.09		\$38.42		\$2,729.42		\$38.99	
		\$2,674.33		\$38.20		\$2,714.44		\$38.78		\$2,755.16		\$39.36		\$2,796.49		\$39.95	





CUPE 2021 TO 2025 SALARY SCHEDULE

(Continued)

CLASSIFICATION	Class Code	EFFECTIVE DATE MARCH 1, 2023 - 1.50%				EFFECTIVE DATE DECEMBER 31, 2023 - 1.50%				EFFECTIVE DATE MARCH 1, 2024 - 1.50% PLUS \$0.50 PER HOUR**				EFFECTIVE DATE SEPTEMBER 1, 2024 - 1.50% PLUS \$0.50 PER HOUR**			
		BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	HOURLY 40 HOURS	BIWEEKLY	HOURLY 35 HOURS	HOURLY 40 HOURS	
WORKER - MIETER SERVICE 1	2772	\$1,970.32		\$24.63		\$1,999.88		\$25.00		\$2,029.88		\$25.37		\$2,060.32		\$25.75	
WORKER - MIETER SERVICE 2	2773	\$2,122.46		\$26.53		\$2,154.30		\$26.93		\$2,186.61		\$27.33		\$2,219.41		\$27.74	
WORKER - SEWER MAINTENANCE	2771	\$2,029.98		\$25.37		\$2,060.43		\$25.76		\$2,091.34		\$26.14		\$2,122.71		\$26.53	
WORKER-SOCIAL 3-SOCIAL SERVICES	2788	\$2,674.33	\$38.20	\$39.14	\$2,714.44	\$38.78	\$39.73	\$2,755.16	\$39.36	\$2,796.49	\$39.95	\$2,837.21	\$40.53	\$2,878.54	\$41.12	\$2,919.69	
	1	\$2,739.96	\$39.14	\$40.19	\$2,781.06	\$39.73	\$40.79	\$2,822.77	\$40.33	\$2,865.11	\$40.93	\$2,907.24	\$41.50	\$2,950.00	\$42.12	\$2,992.87	
	2	\$2,813.04	\$41.00	\$42.02	\$2,855.24	\$41.61	\$42.65	\$2,898.07	\$42.24	\$2,941.54	\$42.87	\$2,985.43	\$43.50	\$3,029.80	\$44.17	\$3,073.17	
	3	\$2,869.72	\$42.02		\$2,912.77	\$42.65		\$2,956.46	\$43.29	\$3,000.80	\$43.94			\$3,045.04	\$44.67		
	4	\$2,941.31			\$2,985.43			\$3,030.22		\$3,075.67				\$3,121.11			
	5																
WORKER - WATER SUPPLY	2775	\$2,422.26		\$30.28		\$2,458.59		\$30.73		\$2,495.47		\$31.19		\$2,532.90		\$31.66	
WORK MANAGEMENT TECHNICIAN	2465	\$2,372.79	\$33.90	\$35.13	\$2,408.38	\$34.41	\$35.65	\$2,444.51	\$34.92	\$2,481.17	\$35.45	\$2,517.16	\$35.93	\$2,554.42	\$36.46	\$2,591.67	
	1	\$2,458.85	\$36.40		\$2,495.73	\$36.95		\$2,533.17	\$37.50	\$2,571.16	\$38.06			\$2,609.42	\$38.61		
	2	\$2,548.03			\$2,586.25			\$2,625.04		\$2,664.42				\$2,703.87			
	3																

\*Living Wage Adjustment Effective January 1, 2023 all rates of pay will be minimum \$15.00 per hour.

\*\* Special Wage Adjustments - Mechanics. Rate increase \$1.00 per hour effective January 1, 2023, \$0.50 per hour effective March 1, 2024 and \$0.50 per hour effective September 1, 2024 applicable to Mechanic Light Vehicle - 1635, Mechanic Garage 1st Class - 1621 and Mechanic Lead Heavy Duty Equipment - 1637 classifications. Adjustment applied after GWI.

Internships: Intern rate of pay is eighty percent (80%) of the first step of the classification the Intern is assigned to or the current minimum wage for the Province of Manitoba, whichever is greater.

APPRENTICES  
Movement through the pay bands is dependent on predetermined milestones in the continued progression to the Journey Certification

Milestones - 4 Year Apprenticeship	% of Journey Rate
Pre-Level 1 Exams	55%
After Level 1 Exams	60%
Level 1 Exams and 1800 Hours of Work at Level 1	65%
After 6 Months	70%
Level 2 Exams and 1800 Hours of Work at Level 2	75%
After 6 Months	80%
Level 3 Exams and 1800 Hours of Work at Level 3	85%
After 6 Months	90%
On Certification	100%

Milestones - 3 Year Apprenticeship	% of Journey Rate
Pre-Level 1 Exams	65%
After Level 1 Exams	70%
Level 1 Exams and 1800 Hours of Work at Level 1	75%
After 6 Months	80%
Level 2 Exams and 1800 Hours of Work at Level 2	85%
After 6 Months	90%
On Certification	100%