

SUPPLEMENTARY AGREEMENT

BETWEEN

**CITY OF WINNIPEG
PUBLIC WORKS DEPARTMENT**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 500**

DECEMBER 2006

ARTICLE 1 – GENERAL PROVISIONS

- 1.01 It is understood and agreed between the parties that this Agreement shall not vary or change in any respect the intent or meaning of the General Agreement currently in effect.
- 1.02 This Agreement shall come into force and effect on the date of signing. This Agreement may be amended at any time by mutual consent of the parties and shall remain in full force and effect during negotiations of any revisions or amendments. Notification of the desire of either party to negotiate amendments shall be sent by registered mail, postage prepaid and addressed, in case of the City to the Director of Public Works Department, and in the case of the Union to the Staff Representative, Public Works Unit, CUPE Local 500, 702-275 Broadway. Negotiations shall begin no later than thirty (30) days following receipt of said notification.

ARTICLE 2 – HOURS OF WORK

- 2.01 The normal hours of work for employees of the Public Works Department may be varied to meet the specific operating requirements of the Department. Established shift schedules and/or shift rotations shall be set forth in the various Divisional components of this Agreement.
- 2.02 Short-term changes (for periods of three (3) weeks or less), to shift schedules and/or shift rotations that are presently specified within the Divisional components of this Supplementary Agreement, may be enacted without prior notice to the affected employees. However, where possible and practicable, eight (8) hours' notice of such changes shall be provided to affected staff.
- 2.03 Long-term changes or modifications to existing short-term shift schedules and/or shift rotations may be enacted following the provision of a minimum two (2) week notice period. This notice shall be provided, in writing, to the President of the Public Works Unit and all affected employees. This notice shall contain the specific details of the changes to the hours of work that will be enacted. If, within seven (7) days following the conclusion the notice period referenced above, the majority of affected employees object, in writing, to the changes being enacted by management, said changes shall be held in abeyance for a period of two weeks in order to allow the Union and Management to discuss the concerns of the affected staff. In the event of any unresolved dispute, the final decision shall rest with management.
- 2.04 For the purpose of considering and/or initiating a compressed work week within the Public Works Department, the following principles shall govern all discussions and considerations between the parties in that regard:

- (a) The total hours of work for staff, assigned to a compressed work week schedule over a period of eight (8) calendar weeks, shall not exceed the current total hours of work presently assigned to that staff over a similar period of time.
- (b) Implementation of a compressed work week will be considered on the basis of operational demands and efficiencies and service to the public. The period of operation for a compressed work week will be determined by the aforementioned factors and may be modified to meet cyclical, seasonal demands. The specific starting dates for a compressed work week program will be provided to the Union at least four (4) weeks in advance of implementation. Cessation of the compressed work week shall be determined by management and shall be preceded by at least two (2) weeks' notice to the Union.
- (c) Any expansion of service to the public and/or customers beyond the days of the week currently provided under existing staffing configurations will be discussed with affected representatives of the Public Works Unit. The Department will provide at least four (4) weeks notice to the President of the Public Works Unit of the necessity to provide weekend coverage.
- (d) The accumulation and deduction of annual vacation, statutory holidays, sick leave, paid leaves of absence and other time credits will be recorded on an hourly basis. The benefits that are provided to an employee under these articles shall not be increased or decreased as a result of the introduction or cessation of a compressed work week.
- (e) Continuing overtime shall be provided at the rate of time and one-half for all hours worked in excess of the normal duration of the modified work day. Where continuing overtime extends beyond two (2) hours, immediately following the normal duration of the modified work day, double time shall be provided for all hours worked thereafter.
- (f) Meal money, provided in accordance with Article 18.10, shall be paid to an employee after they work in excess of two (2) hours of continuous overtime work.
- (g) During a work week where a statutory holiday occurs an employee shall, in accordance with item (d) above, be granted eight (8) hours paid time off for the statutory holiday observed. On a crew-by-crew basis, employees shall then be given the opportunity to utilize vacation credits, accumulated overtime credits, excused time, in order to realize a full day's pay on that date. Alternatively, on a crew-by-crew basis, employees may elect to work sufficient additional hours, on the two (2) days either immediately preceding or immediately following the statutory holiday, in order to provide the additional hours of pay necessary.

It is agreed that all employees affected by the initial implementation of a compressed work week will, at that time, be given the opportunity to vote on whether the introduction of the compressed work week should occur. The vote will be limited to those employees in that work group who would be required to work the compressed work week. The vote will be conducted/supervised by the Union with said results being communicated to the Public Works Department. A majority vote will result in all employees within that work group being required to work in accordance with the terms and conditions of the agreed upon compressed work week.

The details of all divisional compressed work weeks shall be contained in the applicable divisional component within this Agreement.

- 2.05 An employee whose normal weekly hours of work have been reduced as a result of inclement weather or breakdown of equipment pursuant to the provisions of Article 15-3 of the General Working Agreement shall be given the opportunity to make up the lost time at straight time rates either by working on their first normal weekly day off, within a two (2) week time frame from the date of the initial occurrence, or in any other manner specified within the various divisional components of this Supplementary Agreement.

An employee shall have the option of accepting or rejecting the opportunity to make up time, without affecting any other employee's right to make up time. An employee electing to reject the opportunity to make up time shall communicate that decision to their foreman/supervisor and no subsequent offers to make up the lost time will be required.

ARTICLE 3 – TEMPORARY REASSIGNMENT OF STAFF TO HIGHER RATED VACANCY

- 3.01 In order to ensure the adequate and appropriate deployment of staff a division may, on the basis of classification seniority, reassign a junior qualified employee within that employee's normal work area to a higher rated vacancy for a period of up to five (5) consecutive weeks to provide coverage for illness, injury, **unexpected** leaves of absence or any other authorized absence from work.

For periods of **scheduled leaves of absence** or annual vacation of five (5) weeks or less coverage shall be provided by appointing, in seniority order, junior qualified staff within the geographical or functional work unit.

- 3.02 In instances where the vacancy has extended beyond five (5) consecutive weeks or when it can reasonably be determined that the initial absence will extend beyond a period of five (5) consecutive weeks, the temporary vacancy may be filled by either:

- (a) Canvassing, in seniority order, all qualified employees within the division, or department, as determined by the recognized lines of progression; or

- (b) Issuing a bulletin to employees within the division or department, in accordance with Article 12 of the General Working Agreement. The temporary vacancy shall then be filled in accordance with the recognized lines of progression.

ARTICLE 4 – RECALL OF SEASONAL AND/OR TEMPORARY STAFF

4.01 It shall be the responsibility of each employee to provide their current address and telephone number to the Human Resources Branch of the Public Works Department in order to facilitate their recall. All changes to an employee's address and/or telephone number must be reported immediately to the Human Resources Branch.

4.02 The recall of a seasonal and/or temporary employee will occur in departmental seniority order within the specific classification required (i.e. utility, clerical, technical). Vacant seasonal and/or temporary positions will be offered to the senior employee who is currently laid off and who has maintained their seniority within Public Works in accordance with Article 20.

At the time of the initial annual recall, employees will be provided with information relative to the anticipated duration of the seasonal/temporary work assignments available within the various divisions (the actual work made available shall be within two (2) weeks of the anticipated duration), the qualifications required to perform the work and the nature/level of the work that will be assigned. This provision will not be applicable in cases of intermittent work of short duration or emergency situations.

4.03 At the beginning of each season a laid off employee will be given the choice of the division that they wish to work in, in departmental seniority order, and provided that work is available within that division for which they are qualified. Once an employee elects recall to a specific division, their seniority rights for lay off and bumping shall be limited to application within that division only, subject to the provisions of Article 6.

4.04 An employee electing to work in only one division will notify the Human Resources Branch of Public Works, in writing, by no later than March 1st of that year, specifying the division that they wish to be recalled to. These employees will be recalled, in departmental seniority order, providing work is available within that division for which they are qualified. Should all available placement opportunities within the requested division be selected, by employees with greater departmental seniority, the employee shall immediately be notified and shall be entitled to select, in departmental seniority order, an alternate placement into another division. Once an election has been made by an employee to be recalled to a specific division, they shall remain within that division until such time as they elect, either in accordance with this Article, Article 5 or Article 6, to select another division/geographical/functional work unit.

ARTICLE 5 – CHANGES IN GEOGRAPHICAL/FUNCTIONAL WORK UNITS

5.01 A temporary or a seasonal employee who wishes to transfer laterally into another geographical or functional work unit during the current season may submit a written request to the Human Resources Branch of Public Works for consideration. Their request will be considered should an opportunity exist within the desired geographic/functional work unit and within the equivalent seniority group. Such transfer will not affect the seniority of the transferring employee. If the number of requests received is in excess of the number of openings in the seniority group, then requests will be granted on the basis of individual seniority. No more than one (1) such transfer will be granted an employee in any two (2) calendar year period, and the transferred employee will be subject to a three (3) month probationary period, during which time they may return to their former seniority group at his/her own request or at the instance of the management, if found unsuitable.

ARTICLE 6 – LAY OFF

- 6.01 A seasonal/temporary employee will, at lay off, be given the opportunity to exercise their departmental seniority rights, which shall be limited to the division that they elected to work in at recall, as follows:
- (a) The employee will be required to sign a form declaring whether or not they wish to exercise their departmental seniority rights to bump a junior employee within their division, and submit said form to the Human Resources Branch of Public Works at the time of their recall.
 - (b) Should an employee exercise their departmental seniority right to bump within their division, they will only be permitted to displace: an employee who has not established seniority in accordance with Article 20 of the General Working Agreement: an employee who was hired as a student: or a junior employee. An employee will only be placed into a position that will provide one (1) week or more of employment.
 - (c) The Human Resources Branch will attempt to place an employee exercising their departmental seniority rights without loss of time, if possible, but will be permitted up to one (1) working day to administer such a transfer. Affected employees shall be permitted to utilize accumulated vacation, overtime or statutory holiday credits in order to provide continuity of income during such periods of transfer.
 - (d) The area to which an employee who exercises their departmental seniority rights is deployed will be at the discretion of the divisional management and the Human Resources Branch taking into consideration the employee's preference. An employee who has bumped into a geographic or functional work unit will complete the allocated term of work in that area.

- 6.02 **A senior seasonal employee cannot displace a junior seasonal employee, with seniority, where:**
- (a) **The junior seasonal employee is employed in another Division of the Public Works Department;**
 - (b) **The senior seasonal employee does not meet the requirements of the position occupied by the junior employee.**
- 6.03 **A junior seasonal employee, who may or may not have seniority, who is occupying a temporary position as a result of the position being canvassed or bulletined, in accordance with Article 12 of the General Working Agreement shall not be displaced by a senior seasonal employee.**

ARTICLE 7 – SPARE LISTS

- 7.01 Spare lists shall be established and maintained in order to meet the operational requirements of each division. The purpose of a spare list is to maintain an inventory of qualified employees that will be called upon, based upon the date that they were appointed to the spare list as set forth in Article 7.03, to provide coverage during periods of vacation relief, absences due to sickness or injury, periods of authorized leaves of absence, absences due to the granting of accumulated time off, coverage during periods of training and development, and other staffing shortages.
- 7.02 Each division, subject to the provisions of Article 9.02, shall be responsible for establishing the lines of progression onto recognized spare lists. In those instances where the line of progression onto a spare lists is limited to a specific division, postings for applications to that spare list shall be restricted to that division only. In those instances where the line of progression onto a spare list goes beyond a specific division, postings for applications to that spare list shall be distributed department-wide.
- 7.03 Placement on a spare list shall be established by means of a bulletin issued in accordance with the provisions of Article 12. Each spare list bulletin will specify the minimum number of placements that will occur. Employees who meet the required qualifications of the bulletin will be appointed to the spare list in seniority order. For each subsequent bulletin all applicants who are successful in being appointed to an existing spare list shall have their names added, in seniority order, at the bottom of the existing spare list.
- 7.04 (a) **Seasonal employees, appointed to a Spare List pursuant to this article, will only be eligible for appointment to that higher classification within the Division that they have elected to work in. Upon seasonal layoff, they will not be eligible to bump into spare opportunities in other Divisions.**

- (b) Seasonal employees, appointed to a Spare List pursuant to this article and who are currently on lay off, will have the right to access, in seniority order, work available in other divisions.
- (c) Seasonal employees appointed to a Spare List in accordance with this article, who are currently laid off, may request in writing that they not be considered for such opportunity to work. Such a request shall specify the period of time for which they are prepared to forfeit their rights under this article.

7.05

An employee appointed to a spare list where the possession of a valid Manitoba driver's license is a requirement of the position, and who has their driving privileges suspended under the *Highway Traffic Act (Manitoba)*, and/or other licensing jurisdictions, and/or is prohibited from driving under the Criminal Code of Canada, shall **before his next shift**, notify **his immediate supervisor** of such suspension/prohibition. The employee shall also provide information relative to the duration of the suspension/prohibition and **he** shall forfeit **his** rights under this article for the entire period of suspension/prohibition.

7.06

- (a) **The following procedures shall apply to employees on Spare Lists where opportunities to act will arise:**
 - (i) **Opportunities to act on a Spare List for periods which are greater than five (5) weeks' duration should be offered, in order of seniority, to employees on the Spare List where the opportunity exists on a city-wide basis.**

The Employer shall, within reason, create various opportunities for employees on a Spare List to act in a geographic area to equate to at least five (5) weeks duration as a single block.
 - (ii) **Opportunities to act for periods of less than five (5) weeks' duration shall be offered in order of seniority to employees on the Spare List to act in the functional work unit or geographic area (i.e. Forestry, Streets North etc.) where the opportunity exists.**
 - (iii) **Where no employee on the Spare List is able to accept the opportunity, then the senior employee in the highest classification on the work crew shall be offered the opportunity to act.**

(iv) Lobchuk Rule

If a position comes open, for any reason, after employees have selected their shifts, employees on the Spare List, in order of seniority, will be canvassed to see if they want the position. Any position that becomes vacant as a result of the above canvass will be filled by the senior employee on the Spare List not working in the classification.

- (b) Employees on a Spare List are expected to make themselves available for work in the position for which the Spare List was established when such work is offered to them. Employees who decline an opportunity to work in the position for which the spare list was established will not be eligible for any work of the upgrade on the Spare List for the duration of the declined opportunity. (For example, declining a three (3) month opportunity for work means a disqualification for that three (3) month period on that Spare List).**
- (c) Where all employees on a Spare List have declined an opportunity to work in the position for which the Spare List was established, and such opportunity to work in that position still exists, the junior employee on the Spare List cannot refuse such opportunity without reasonable justification.**
- (d) Employees who were appointed to a Spare List and who have not worked in that classification for a period of greater than two (2) years (for clarification, greater than two (2) years shall be defined as the first offer and refusal in the third year), unless they have not been offered the opportunity to work in that classification, will have their names removed from that List. The Union will be informed of all employees so affected prior to their removal from the Spare List.**

ARTICLE 8 – INCLEMENT WEATHER

- 8.01 After two (2) consecutive shifts of disruption due to inclement weather or mechanical breakdowns, the employee is deemed to be laid off and is entitled to bump junior employees within the division.
- 8.02 Wherever practical employees will be placed by the third working day. The employee must be placed by the fourth working day.
- 8.03 Any employee exercising their bumping rights during inclement weather must complete the season in that geographical/functional work unit to which they bump.

- 8.04 On a day when the inclement weather provision is invoked, where an employee would otherwise be entitled to report to work, but is unable to report to work due to illness, the employee shall be entitled to utilize accumulated sick leave benefits only to cover the income lost had they actually been at work on that day. This provisions shall be applicable only if the employee was on sick credits at least one (1) full working shift immediately prior to the date on which no work was available due to inclement weather or mechanical breakdown, the individual's seniority group was not laid off, and the individual is prepared to produce a doctor's certificate.

ARTICLE 9 – PROMOTION TO A PERMANENT POSITION/LINES OF PROGRESSION

- 9.01 Should a permanent vacancy occur at an entry level classification within a recognized line of progression, that vacancy shall be posted throughout the department in accordance with the provisions of Article 12 of the General Working Agreement. The applicant who has the greatest seniority, and who meets the requirements of the position, shall be appointed to the position. In the event that the initial vacancy is filled by means of a lateral transfer, the most senior applicant who meets the requirements of the latter position as per Article 12 of the General Working Agreement shall fill the ensuing permanent vacancy in that area.
- 9.02 The Union and management shall establish recognized lines of progression for the advancement of employees within the various divisions of Public Works and/or the department as a whole. These lines of progression shall be set out in the respective divisional components of this Agreement.
- 9.03 The lines of progression for appointment to a permanent vacancy within the clerical series shall be: Clerk "A", Clerk "B", Clerk "C", Senior Clerk and Principal Clerk. The lines of progression for appointment to a permanent vacancy within the technician series shall be: Technical Assistant, Technician Grade 1, Technician Grade 2, Technician Grade 3, Technician Grade 4. All permanent vacancies within these classifications shall be bulletined department-wide.
- 9.04 The lines of progression for appointment to a permanent vacancy within the technologist series shall be: Technologist Grade 1, Technologist Grade 2, Technologist Grade 3. All permanent vacancies within these classifications shall be bulletined department-wide.

For the purpose of calculating seniority, for promotion into the technologist classification series by current incumbents within the technician classification series who are qualified technologists, in accordance with Article 12-1(a) only:

The classification of Technical Assistant and Technician 1 shall be considered the next grade junior to the Technologist 1.

Service as a Technician 2, Technician 3 and/or Technician 4 shall be considered equivalent to service as a Technologist 1.

The classification seniority date within the technologist series for incumbents affected by the implementation of this provision shall be the date of ratification of this Supplementary Agreement.

9.05 For promotion to a permanent vacancy into a classification where a spare list has been established and maintained in accordance with clause 7.01 of the provisions of Article 7 - Spare Lists, the applicant who has the greatest seniority on that spare list, and who has demonstrated and maintained an acceptable level of overall performance within that spare classification shall be appointed to that position.

9.06 When a permanent vacancy occurs within the following classifications, and said vacancy is filled in accordance with Article 12 of the General Working Agreement, the bulletin shall be posted on a department-wide basis:

- Clerical positions
- Entry level positions (all positions denoted with an asterisk in the attached divisional component organization charts)
- Technical Assistant positions
- Technician positions
- Technologist positions
- Traffic Signals Technician Trainee positions
- Traffic Signals Servicer positions

ARTICLE 10 – DISPLACED EMPLOYEES/"LEG-UP" PROTECTION

10.01 Permanent employees who, as a result of organizational change, are redeployed or are required to bump into a classification with a lower rate of pay shall continue to maintain their seniority rights within their former classification regardless of their work assignment.

In those instances the employee's rate of pay shall be determined pursuant to Article 19-8 of the General Working Agreement. Such employees shall receive preferential consideration for placement, within the establishment of the Public Works Department, into the next permanent vacancy within their former classification. Should the employee elect not to accept appointment into the next permanent vacancy within their former classification they will immediately forfeit their seniority rights, and all salary protection provisions provided in accordance with Article 19-8, from their former classification and they will be placed on the seniority list and paid at a level commensurate with their current work.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.01 Temporary and seasonal employees who request a general leave of absence pursuant to the provisions of Article 35-10 shall be limited to receiving authorization for such leaves to two (2) seasons, or portions thereof. An employee who requests a general leave of absence for a third season, or portion thereof, shall have their request denied. Leaves of absence for educational purposes will be considered pursuant to the provisions of Article 35-10 of the General Working Agreement.

ARTICLE 12 – LABOUR/MANAGEMENT ADVISORY COMMITTEES

- 12.01 The department and the Union agree to the creation of Labour/Management Advisory Committee with equal representation, which shall not exceed five (5) management or five (5) Union representatives, within each division of the Public Works Department. The committees shall meet at the written request of either party for the purpose of discussing matters of mutual concern. The parties shall co-chair these committees and shall chair alternate meetings. The parties shall maintain and distribute written minutes to all participants on an alternating basis with copies also provided to the President of the Public Works Unit, the National Representative assigned to the Public Works Unit, the Director of Public Works and the Public Works Coordinator of Labour Relations.

ARTICLE 13 – SENIORITY EQUIVALENCIES

- 13.01 For the purposes of this Supplementary Agreement, service in the following classifications shall be deemed equivalent for the specified purposes:

Utility A/1 (first four months)	and	Labourer 1*
Utility A and Utility 1	and	Labourer 2*
Utility B and Utility 2	and	Skilled Labourer**

*For determining rights at seasonal recall and for applying to a permanent position at the labourer 2/skilled labourer classification only

**For lateral transfer purposes only

ARTICLE 14 – DIVISIONAL COMPONENTS

- 14.01 Issues and operational concerns that are unique to the various divisions within the Public Works Department shall be addressed within the divisional component of this Supplemental Agreement. The introduction of new provisions and the amendment or elimination of existing provisions shall be subject to discussion and ratification by the Public Works Unit and the Director of Public Works, or appointed designate. No provision within a divisional component shall vary or change, in any respect, the intent or meaning of the General Working Agreement or this Supplementary Agreement.
- 14.02 Divisional components may be amended at any time by mutual consent of the parties. Notification of the desire of either party to negotiate amendments shall be sent by registered mail, postage prepaid and addressed, in the case of the city to the Director of Public Works Department, and in the case of the Union to the Staff Representative, Public Works Unit, CUPE Local 500, 702-275 Broadway. Negotiations shall begin no later than thirty (30) days following receipt of said notification.

ARTICLE 15 – PUBLIC WORKS PRESIDENT

The parties acknowledge the desire to promote and maintain positive labour relations.

To achieve this the Public Works Unit President shall be provided with a paid leave in accordance with the Letter of Understanding attached to and forming part of this Agreement.

ARTICLE 16 – PEER TRAINING


Employees in the Parks and Open Space Division and the Streets Maintenance Division who have been designated by management as "Peer Trainers" shall receive an additional \$1 per hour for all hours worked as a "Peer Trainer".

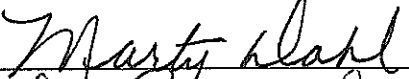
An employee designated as a "Peer Trainer" shall be paid the hourly rate applicable to the classification under which operation of the applicable equipment is recognized in addition to \$1 per hour, for all hours worked as a "Peer Trainer".

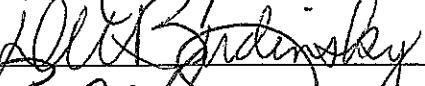
An employee designated as a "Peer Trainer" who is classified in a higher rated classification than the operation of the applicable equipment is recognized shall continue to be paid in the higher rated classification in addition to \$1 per hour for all hours worked as a "Peer Trainer".


Agreed to this 25th day of June, 2007.


FOR PUBLIC WORKS DEPARTMENT

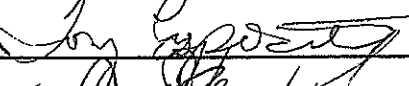


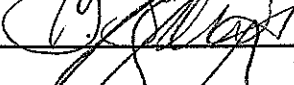


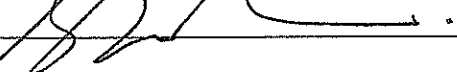













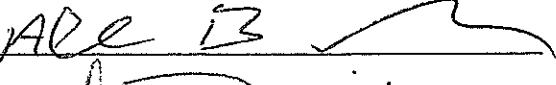



FOR PUBLIC WORKS UNIT
CUPE LOCAL 500











LETTER OF UNDERSTANDING**Re: Public Works President**

- (1) The administration of this Article shall be the responsibility of the Manager of Human Resources, Public Works Department and the CUPE National Representative. The CUPE National Representative shall provide day-to-day supervision.
- (2) The hours of work shall be 8:30 a.m. to 4:30 p.m. Monday through Friday unless changes have been authorized.
- (3) The Department shall be responsible for payment of the President's base rate of pay for their classification and all benefits provided under the CUPE/City of Winnipeg Collective Agreement. The Department shall provide the President with an office with telephone, messaging and computer access to the City of Winnipeg e-mail network and intranet services.
- (4) The President shall continue to accrue seniority at their classification.
- (5) The CUPE National Representative shall maintain active involvement in all employee/labour relations issues as may arise from time to time and may be consulted by the Department at any time relative to any matter or dispute. Under the direction of the CUPE National Representative the duties of the Public Works Unit President in departmental employee/labour relations issues shall include, but not limited to:
 - (a) Collective agreement administration
 - (b) Joint problem solving
 - (c) Grievance handling, including problem solving, Step 1 and 2 of the grievance procedure
 - (d) Disciplinary issues, including attendance management
 - (e) Participation in harassment investigations
 - (f) Other labour relations issues as mutually agreed
- (6) On an annual basis either party may request a review of the President's position.

Agreed to this 25th day of June, 2007.

FOR PUBLIC WORKS DEPARTMENT

J. W. Larkin
Marty Dahl
Al Bystromsky
BM
Tom Schen
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**FOR PUBLIC WORKS UNIT
CUPE LOCAL 500**

[Signature]
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Ben Bann
ALL IB
Mike Janssen