

Supplementary Agreement
Between
City of Winnipeg
Aquatic Services Division
and
The Canadian Union of Public Employees
Local 500 - Community Services Unit

Supplementary Agreement

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Aquatic Services Division

and

The Canadian Union of Public Employees

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The parties agree upon execution of this agreement the following terms and conditions will apply for the allocation of work within the Aquatic Services Division. It is further agreed this Supplementary Agreement will replace the Letter of Understanding #14, Aquatics Branch General Conditions and Assignment of Work for Part-time Instructor Guards.

The new Supplementary Agreement refers to Temporary and Part-time Instructors and Instructor Guards.

Article 1 – Aquatic Clusters

The Aquatic structure will consist of six (6) clusters comprised of the following Indoor and Outdoor facilities. For the purpose of defining an employee's "Home Base" it shall be deemed the "Cluster" to which the employee has been assigned or hired to work in.

1.01 St. James Cluster

- St. James Assiniboia Centennial Indoor Pool
- St. James Civic Centre Indoor Pool
- Fort Garry (Lions) Outdoor Pool
- Westdale Outdoor Pool

1.02 Cindy Klassen Recreation Complex Cluster

- Cindy Klassen Recreation Complex
- Sherbrook Indoor Pool
- Eldon Ross Indoor Pool
- Freight House Outdoor Pool

1.03 Elmwood Kildonan Cluster

- Elmwood Kildonan Indoor Pool
- Transcona Indoor/Outdoor Pool
- Bernie Wolfe Indoor Pool
- Happyland Outdoor Pool

1.04 Pan Am Cluster

- Pan Am Indoor Pool
- Norwood Outdoor Pool
- Windsor Outdoor Pool

1.05 Bonivital Cluster

- Margaret Grant Indoor Pool
- Bonivital Indoor Pool
- St. Vital Outdoor Pool
- Provencher Outdoor Pool

1.06 Seven Oaks Cluster

- Seven Oaks Indoor Pool
- North Centennial Recreation and Leisure Facility
- Kildonan Park Outdoor Pool

Article 2 – Program Sessions:

Upon execution of this agreement employees will be required to select a work assignment in each of the defined Program Sessions and Interim Sessions. The Sessions are as follows:

Regular Program Sessions:

- 1.a Winter Session
- 2.a Spring Session
- 3.a Summer Session
- 4.a Fall Session

Interim Program Sessions:

- 1.b Winter Interim
- 2.b Spring Interim
- 3.b Summer Interim
- 4.b Fall Interim

Article 3 – Shift Selection Criteria

Employees will be eligible to select work assignments for which they are hired and qualified for;

- 3.01 Instructor
- 3.02 Instructor/Guard.
- 3.03 In-Charge Instructor/Guard

Article 4 - Seniority Requirements

Seniority will be provided to employees pursuant to the conditions outlined in Article 20 of the Collective Agreement.

4.01 Upon meeting the conditions outlined under Article 20 employees will be placed on their Cluster Seniority List, in classification seniority order. The most senior being at the top of the list, the next most senior and so on until no employees with seniority remain.

4.02 Employees who have not attained seniority will be placed on the Cluster Non-Seniority List, in classification order. Non-Seniority employees will be placed on the list in order of their start date. Start date equates to their first day on payroll. Where employees have the same start date they will be ranked in order of their "date of Application" to the City of Winnipeg. In all situations the employee with the earliest date will be the first on the list and so on until no employees remain.

4.03 To maintain seniority employees will be required to:

4.03 (a) Select a minimum of three (3) shifts or nine (9) hours of work per week each Regular program session AND

4.03(b) Select a minimum of one (1) shift per week in each Interim Program Session AND

4.03(c) Work a minimum of 504 hours each calendar year.

4.04 Employees failing to work the required minimum in Article 4.03 above will be subject to the following:

4.04(a) Employees failing to select a work assignment during the Hour Selection Process will forfeit their seniority and benefits and be dismissed.

4.04(b) Employees failing to select the minimum of three (3) shifts or nine (9) hours of work as outlined in 4.03(a) above will forfeit their seniority and benefits and be placed at the bottom of the Non-Seniority List. (First occurrence)

4.04 (c) Employees failing to select the minimum of one (1) shift of work as outlined in 4.03(b) above will forfeit their seniority and benefits and be placed at the bottom of the Non-Seniority list. (First occurrence)

4.04(d) Employees failing to select the minimum shifts of work as outlined in 4.03(a) & (b) above will forfeit their seniority and benefits and be dismissed (Second occurrence).

4.05 The Cluster Seniority Lists will be developed twice annually as follows:

a) Effective December 31st of the year previous

b) Effective the end of the first pay period falling in July each year.

Article 5 -Assignment of Work

5.01 All employees are required to select a work assignment from their home cluster, if work is available.

5.02 Employees **must** work the work assignment they have selected, unless they are unable due to illness, on an approved leave of absence or on the approval of the Aquatic Coordinator, have been excused due to extenuating circumstances.

Failure to work the shift(s) as selected will result in the employee forfeiting their seniority and benefits and be dismissed.

5.03 Employees, on the approval of the Aquatic Coordinator, may due to extenuating circumstances be allowed to drop part of their work assignment.

Employees exercising this option will not forfeit their seniority and benefits.

5.04 Employees will not be penalized for not selecting the minimum work assignments under Article 4.03 (b) or (c) if there is a not sufficient work available.

5.05 Employees will be paid according to their classification. Ie: Instructor/Guards will receive the Instructor/Guard rate of pay when instructing.

Article 6 - Classification Seniority

6.01 Employees will be placed on the respective classification seniority or non-seniority lists based on the position which they were hired for.

6.02 Employees holding seniority in the Instructor/Guard classification and who wish to transfer to the Instructor classification must provide Human Resources notice in writing of their intent by June 1st of each year for implementation for the Fall Session.

6.03 Vacancies in the Instructor/Guard classification will be filled by first posting an internal notice of recruitment to all Aquatic Division Staff and filled in accordance with Article 12 of the Collective Agreement. If at the end of the internal recruitment process vacancies still exist, recruitment of external candidates (new hires) will be made.

Employees applying to an Instructor/Guard position will be required to qualify themselves for the position by completing the required training and testing on their own time and without pay, unless the training occurs during a regular scheduled teaching shift. In this situation, the Instructor will be paid for their shifts missed due to training.

6.04 Employees successful to the Instructor/Guard classification will be placed at the bottom of the Cluster's Instructor/Guard seniority or non-seniority list. The date of entering the Instructor/Guard series will become the employee's new classification seniority date.

Article 7 - Line of Progression

- 7.01 Employees employed at the time of execution of this agreement will be "grandfathered" into the classification of Instructor/Guard.
- 7.02 New employee's hired after the execution of this agreement will begin accruing classification seniority in the classification in which they were hired, ie Instructor or Instructor/Guard.
- 7.03 Employees holding Instructor/Guard classification seniority and who exercise their right to move into the Instructor classification will transfer their classification seniority date to the Instructor classification. Employees exercising this option will forfeit their Instructor/Guard rate of pay and assume the Instructor rate of pay.
- 7.04 Employees holding Instructor classification seniority who is successful to an Instructor/Guard position will be placed at the bottom of the Instructor/Guard non-seniority list and begin accruing classification seniority in their new classification on the start of their first shift in the new classification.
- 7.05 Employees removing themselves from the Instructor/Guard classification to become an Instructor will not be allowed to carry their seniority back to the Instructor/ Guard classification seniority list should they reapply and be successful to a vacancy. Article 7.04 above will apply in these circumstances.
- 7.06 The line of progression shall be
 - Instructor – entry level
 - Instructor/Guard – next grade senior
 - Head Instructor Guard – next grade senior
 - Chief Swim Instructor – Next grade senior
 - Pool Supervisor – next grade senior

Article 8 – Hour Selection Process:

8.01 Employee Schedules and Selection Times:

8.01(a) Employee schedules (blocks) will be developed and posted within each Cluster a minimum of fourteen (14) days in advance of the hour selection process commencing.

8.01(b) A list of hour selection appointment dates & times will be developed and posted at the same time the Regular and Interim schedules are posted. The list will be compiled in seniority order with the most senior employee having first opportunity at the available hours. This will be followed by the next most senior employee until all employees have had an opportunity to select hours.

8.01(c) All efforts will be made to schedule hour selection appointments immediately prior, during or following regular scheduled shifts. Where an employee is scheduled for an hour selection appointment which is not immediately prior, during or following their regular scheduled shift, the employee will receive one half hour (30 minutes) at their base rate of pay for attending their appointment. This applies only to in-person appointments and does not apply to telephone, proxy, electronic or other methods used to select shifts.

8.02 Selection Process:

8.02(a) Employees will select their work assignment in seniority order. The most senior employee being first to select, with the next most senior employee selecting next and so on until the seniority list is exhausted.

8.02(b) Non-Seniority employees will be next to select. Non-seniority employees will select in order of their start date with Aquatics. The employee with the earliest start date will select first, with the employee with the next earliest start date selecting second and so on until all employees have selected.

8.03 Prior to selecting their work assignment, employees will be responsible for providing the Hour Selection Head Instructor Guard their current certification of all required qualifications, or proof of registration of enrollment for a recertification course,(prior to the qualifications expiry).

8.04 Failure to provide all required current certifications or required registration receipts will result in the employee forfeiting their Hour Selection appointment time. The employee will only be permitted to select hours once they have submitted the required certificates or registration receipt and will be fit into the hour selection appointment upon receipt of the required certification or proof of enrollment into a recertification course, the Hour Selection process will not be delayed as a result.

Employees failing to provide all required and current certification of all required qualifications or registration receipt shall not select hours within the Hour Selection Process and will be subject to Article #4.04(a) being applied.

8.05 If an employee is unable to attend in person for their Hour Selection appointment as

scheduled, they may select to contact the Hour Selection Head Instructor Guard by telephone and make their selection by phone, or they may delegate someone to attend on their behalf and select a work assignment for them.

- 8.06 Employees who choose to select by telephone, must provide their current certificates of all required qualifications, or registration receipt for recertification courses (prior to the qualifications expiry), prior to being allowed to select a work assignment.

Employees who do not submit current certificates and recertification registration receipts in advance of the employee's Hour Selection appointment will forfeit their place in the selection process for that session and will only be able to select hours once the required certifications have been submitted during the hour selection process for that cluster.

Employees failing to provide all required current certifications or registration receipts shall not select hours within the Hour Selection Process and will be subject to Article #4.04(a) being applied.

- 8.07 Employees using a delegate to select their hours must provide current certificates of all required qualifications, or registration receipts for recertification course (prior to the qualifications expiry), at the appointment time. Failure to provide all current, required certificates or required registration receipts will result in the forfeit of the Hour Selection appointment time. The employee's delegate will be permitted to select hours once they have submitted the required certifications or registration receipts and will be fit into the hour selection appointment schedule upon receipt of the required certification or proof of enrollment into a recertification course. The Hour Selection process will not be delayed as a result.

Employees failing to provide all required current certifications or registration receipts shall not select hours within the Hour Selection Process and will be subject to Article #4.04(a) being applied.

- 8.08 Employees are encouraged to attend in person for their Hour Selection appointment. Should an employee choose to select hours by telephone or by their identified delegate, the employee assumes the responsibility of any errors during the selection process and the Hour Selection Head Instructor Guard will not be held accountable for errors or omissions in communicating available shifts during the hour selection process.

- 8.09 Employees are required to select a **minimum of three (3) shifts or nine (9) hours** of work per week during the Regular Session and **one (1) shift per week** during the Interim Session.
- 8.10 If at the time of an employee's turn to select hours during the Regular Session, a minimum of three (3) shifts or nine (9) hours of work is not available the employee will not be penalized. They will however be required to select work from the remaining block/shifts available.
- 8.11 If at the time of an employee's turn to select hours during the Interim Session, a minimum of one (1) shift/week is not available during the Interim Session the employee will not be penalized.
- 8.12 Employees failing to report for Hour Selection will forfeit their seniority and benefits and be considered to have resigned.
- 8.13 If a program or work assignment is cancelled due to lack of registration or other operational reasons, this will not entitle an employee(s) to reselect hours. The hours of work for the cancelled program will be removed from the most junior employee's work assignment within the cluster, providing that the day and times of work are identical.
- An employee affected by a work assignment cancellation may choose not to bump a junior employee out of their work assignment.
- 8.14 Following the completion of the hour selection process, employees may make themselves available for regular hours out of cluster. Regular hours available following the hour selection process, will be filled by seniority with out of cluster employees wishing to add hours on to their regular work schedules. Employees must complete the forms indicating their availability. Employees will not be permitted to drop an existing shift to pick up a new shift or select work that exceeds 8 hours in a day or 80 hours in a pay period.
- 8.15 The employer is committed to exploring alternative electronic methods for staff to select work assignments other than outlined above eg. email option

Article 9 –Plus (+) Shifts

- 9.01 Shifts marked as a **plus+** shift will be subject to having their hours extended either prior to or immediately after the shift.
- 9.02 Employees selecting a plus (+) shift must be prepared to flex their schedule to meet the operational need.
- 9.03 Employees selecting a plus (+) shift will be provided as much advance notice as possible confirming the hours of the shift. Employees may decline the additional work without penalty if

less than 24 hours' notice is provided. Where less than 24 hrs notice is provided, employees may be excused where reasonable circumstances exist.

Article 10 - Reselection Process

- 10.01 If after or during the Hour Selection Process a vacancy occurs within the schedule, either due to an employee leaving, or operational need the Hour Selection Process will start from the next person junior to the vacant position. The Hour Selection process will continue from this point forward until all employees have reselected or no work assignments remain.
- 10.02 The reselection of hours resulting from vacancies or operational need will continue up to fifteen (15) days in advance of the session commencing.
- 10.03 If a vacancy in the schedule occurs less than fifteen (15) days in advance of the session commencing, the shift will be filled using the Spare Shift Selection Process outlined in Article 11.

Article 11 -Shift Selection Process- Assignment of remaining Shifts

- 11.01 If after the Hour Selection Process has been completed and within 14 days of the program commencing a shift becomes available, the shift will be filled in the following manner.
- Step 1 - Offered as a "whole" shift in order of seniority to staff within the Cluster.
- Step 2 - If after Step 1 above, the whole shift still remains available management may breakup the shift and offer it in part in seniority order to Cluster staff.
- Step 3 - If after Step 2 above, shifts remain unfilled the shift will be offered in seniority order to those staff who has signed for extra hours on the city wide spare list.
- 11.02 At no time will an employee be allowed to drop a previously selected work assignment to accept a new or spare work assignment.

Article 12 – Requests for Time Off

- 12.01 Requests for time off will be considered based on operational requirements and in accordance with the Collective Agreement.
- 12.01(a) Requests for time off that are ten (10) or less consecutive shifts in duration and fall within a 14 day period will be considered "***Excused Absences***" without pay.

- 12.01(b) Requests for time off that are eleven (11) consecutive shifts or more in duration and encompass a period of greater than 14 days in duration will be considered "**Leave of Absence**", without pay.
- 12.02 Employees requesting time off as an **Excused Absence** will be required to complete the Aquatic Time-Off Request/Call-Out Form and submit to their Pool Supervisor for approval a minimum of two (2) weeks in advance of their requested time off.
- 12.03 Employees requesting a **Leave of Absence** will be required to submit their request in writing to Aquatic Services Coordinator a minimum of four (4) weeks in advance of the commencement of the Hour Selection process for the session in which the leave will occur. The leave request must state the intent of the leave and the anticipated start and end dates of the leave.
- 12.04 With adherence to the Aquatic Time off Request Call out Form protocol, it will be the employee's responsibility to find a replacement to cover their approved time off (excused absence).

Article 13 - Filling of Spare Shifts

- 13.01 Notwithstanding the process outlined below, where a spare shift becomes available, Management may either fill that shift as outlined below, or in any manner deemed fit giving consideration to operational circumstances.
- 13.02 During the hour selection process employees will be able to declare their availability for additional spare shifts. Employees declaring their availability will have the option of being placed on either of the two Sessional Spare Lists available. The Sessional Spare lists will be known as:
- a) Cluster Additional Hours Spare List
 - b) City Wide Additional Hours Spare List
- 13.03 Additional spare hours that become available will be first offered in seniority order to all employees on the Cluster Additional Hours Spare List. Seniority employees first, Non-Seniority employees next until the list is exhausted.
- 13.04 If after 13.03 above, the spare shift remains unfilled the spare shift will be offered in seniority order to employees appearing on the City Wide Additional Hours Spare List.
- 13.05 Employees will not be able to drop an Instructing Shift to pick up another shift.

- 13.06 Employees will be allowed to drop a Guarding Shift to pick up a longer guarding or instructional shift falling on the same day. The dropped shift will then be back filled using Article 13.03 and then 13.04.
- 13.07 Employees will not be allowed to drop a shift where equivalent hours or less exist. (ie; cannot drop a 4 hour evening shift to pick up a 4 hour morning shift), unless approved by the Pool Supervisor.
- 13.08 Employees will only be permitted to drop one shift per day. (ie: an employee that has a regular 3 hr. shift, drops their regular shift to pick up a 5 hour shift. If an 8 hour shift becomes available, the employee would not be able to drop their 5 hour shift to pick up the 8 hour shift)
- 13.09 Employee's may not pick up additional spare shifts which will put them over an eight (8) hour work day. It is incumbent upon the employee to ensure adherence. No overtime will be paid in these situations.
- 13.10 Employees are not permitted to drop a shift to pick up a longer shift occurring on a different day, unless approved by the Aquatics Coordinator.

Article 14 – Pool Closures

- 14.01 In the event of an extended pool closure resulting from a planned closure, severe mechanical failure, fire or other event, management maintains the right to temporarily transfer employees to another cluster in order to maintain its operational effectiveness.
- 14.02 Article 14.01 will be implemented at management's discretion and advise CUPE of direction being taken.
- 14.03 Upon determining the operational needs of the cluster affected by such closure, management may then temporarily transfer employees from the affected cluster into another cluster, which requires additional resources to meet enhanced programming needs, as a result of the closure.
- 14.04 In all situations management will work with its employees to minimize the disruption to the employee while maintaining its operational needs.
- 14.05 Employees affected by a closure will only be offered opportunity at the enhanced program hours in the new cluster.

- 14.06 Enhanced program hours will be offered in seniority order. Employees who retain work in their original cluster may only select work in their reassigned area which provides them with the maximum number of hours as their original hour's selection.
- 14.07 Employees reassigned to another cluster will not be allowed to decline work if available.
- 14.08 On being reassigned to another cluster, employees who decline work will forfeit their seniority and benefits and be placed at the bottom of their base area non-seniority list.
- 14.09 Employees reassigned to another cluster will be required to select one (1) shift per week during the regular program and interim sessions, but will not be required to select the minimum of three shifts or 9 hours of work per week during the regular program session.
- 14.10 For the purpose of spare shift allocation, employees which have been re-assigned to a new cluster due to a facility closure will be placed on a blended spare list as follows:

First: Seniority employees (blended in and out of cluster employees)
Second: Non Seniority employees (blended in and out of cluster employees)
Third: New employees (non-seniority)

Article 15 - Home Base

- 15.01 An employee's Home Base will be deemed as the Cluster they are working in upon the execution of this Letter of Understanding.
- 15.02 All new Hires home base will deemed as the Cluster in which they are assigned at the time of hire.
- 15.03 Notwithstanding Article 15.02 above, employees hired at the beginning of the Summer Session and Summer Interim may for operational reasons be placed in an area outside of their "home base" and at the end of the summer session be reassigned to a new home base.
- 15.04 Employees will be able to request a change to their home base once every two years, if that request is operationally feasible. Requests to change home base areas must be submitted to the Human Resources Division no later than June 1st of the year which the employee wishes to change their home base.
- 15.05 Home Base changes will be effective for the Fall Session.

15.06 An employee who has established seniority who changes home base area will be placed at the bottom of the seniority list in the new home base, ahead of those employees without seniority or in the process of accumulating seniority, for the purpose of hours selection for Fall Session. For the next and all subsequent hour selections in that base area, they will be placed in their classification seniority order.

An employee who has not established seniority and who changes base areas, will be placed at the bottom of the non-seniority list for the purpose of hours selection.

15.07 Management reserves the right to relocate (change the Home Base) of non-seniority staff for operational reasons.

Article 16 - Qualifications

16.01 Employees are responsible for ensuring their qualifications are current at all times.

16.02 Employees are responsible for ensuring, in advance of each Hour Selection process, that they have registered for recertification of any certificate or qualification which is scheduled to expire prior to or during the upcoming session.

16.03 Any employee who loses or allows their qualifications or certification to lapse will be immediately suspended from the workplace without pay, and subject to further disciplinary action up to and including dismissal.

16.04 Employees failing to attend all mandatory training and orientations will, except in extenuating circumstances, be considered unqualified and subject to disciplinary action.

Article 17 – Review by the Parties

The parties agree to meet annually to review the Supplementary Agreement and address any concerns (if any) that arise.

Agreed this 6 day of OCTOBER, 2015

For the City of Winnipeg

For CUPE Local 500

Lana Chate

[Signature]

[Signature]

Fabiana Verschoor