

SUPPLEMENTARY AGREEMENT

between

THE CITY OF WINNIPEG

COMMUNITY SERVICES DEPARTMENT

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 500

Revised December 8, 2005

## ARTICLE I - PREAMBLE

- 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 and shall continue in force and effect from year to year thereafter unless notice of termination is given by either party at least thirty (30) days prior to December 31st of any year. Such notice shall be sent by registered mail, postage prepaid and addressed, in the case of the City to the Director, Community Services Department, 2<sup>nd</sup> Floor, 395 Main Street, and in the case of the Union, to the President, Canadian Union of Public Employees Local 500, 703 - 275 Broadway Avenue.
- 1.03 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 forwarded in writing as provided for in .02 hereof, and negotiations shall begin not later than thirty (30) days following receipt of said notification.

## ARTICLE 2 - HOURS OF WORK

- 2.01 The normal hours of work may be varied by mutual agreement reflected by a letter of understanding in each instance. In the event of any dispute the final decision shall rest with management, subject to the grievance procedure.
- This clause does not in any way restrict the right of management to vary the hours of work in accordance with the needs of the department.
- 2.02 Employees who work short hours due to inclement weather will be given, at the Department's option, the opportunity to make up the time at straight time rates. Employees making up such time will not work more than a total of eighty (80) hours in a two-week period (pay period) unless it is not practical to make up the time in the current pay period. In those cases, the time can be made up in the pay period immediately following. In no cases shall this time period be extended.
- Each employee can accept or reject the option to make up time, without affecting any other employee's right to make up time, however, if a decision to make up time is made, then each employee will be required to provide a signature signifying agreement.

**ARTICLE 3 - LINES OF PROGRESSION**

3.01 For the purposes of this article **only**, the following definition of Temporary applies:

**Temporary** includes Temporary employee, Regular Seasonal employee, and Regular Part Time employee.

Lines of Promotion shall be as follows, subject to the ability provisions of Article 12 of the General Agreement:

- a) Clerical
  - i) **Entry level - Permanent Clerk A (Bulletined City-wide in accordance with Article 12-2 (d) of the Collective Agreement)**
  - ii) Next grade senior - Permanent Clerk B
  - iii) Next grade senior - Permanent Clerk C
  - iv) Next grade senior - Permanent Senior Clerk
  - v) Next grade senior - Permanent Principal Clerk
  
- b) Aquatics
  - i) Entry level - Instructor/Guard 1/2 (Filled in accordance with Article 12-2 of the General Agreement)
  - ii) Next grade senior - Permanent Instructor/Guard 3
  - iii) Next grade senior - Permanent Pool Supervisor 1
  - iv) Next grade senior - Permanent Pool Supervisor 2
  - v) Next grade senior - Permanent Pool Supervisor 3
  
- c) Zookeepers
  - i) **Entry level – Junior Zoo Attendant (Filled in accordance with Article 12-4 of the Collective Agreement)**
  - ii) **Next grade senior - Temporary Zookeeper**
  - iii) **Next grade senior - Permanent Zookeeper 1**
  - iv) **Next grade senior – Zookeeper 3 Spare**
  - v) **Next grade senior – Permanent Zookeeper 3**
  - vi) **Next grade senior – Zoo Foreman Spare**
  - vii) **Next grade senior – Zoo Foreman 3**
  
- d) Greenhouse Gardeners
  - i) Entry Level - Permanent Greenhouse Gardener 1
  - ii) Next grade senior - Permanent Greenhouse Gardener 2

- e) Recreation Technicians As per Appendix 1.
- f) Technical Assistants
  - i) Entry level - Temporary Technical Assistant - Entomology (filled in accordance with Article 12-2 of the Collective Agreement)
  - ii) Next grade senior - Permanent Technical Assistant – Entomology
- g) Entomology Technicians
  - i) Entry level – Temporary Entomology Technician
  - ii) Next grade senior – Permanent Entomology Technician 1
  - iii) Next grade senior – Permanent Entomology Technician 2
- h) Library Service Assistant
  - i) Entry level - Page (filled in accordance with Article 12-2 of the General Agreement)
  - ii) Next grade senior - Temporary or Part Time Library Service Assistant 1/2 and/or Temporary or Part Time Library Service Assistant 3
  - iii) Next grade senior – Permanent Library Service Assistant 1/2
  - iv) Next grade senior - Permanent Library Service Assistant 3
  - v) Next grade senior - Permanent Library Service Assistant 4
  - vi) Next grade senior - Permanent Library Service Assistant 5
- i) Librarian
  - i) Entry level – Part Time Librarian 1 (filled in accordance with Article 12-8 of the General Agreement)
  - ii) Next grade senior - Permanent Librarian 1
  - iii) Next grade senior – Permanent Librarian 2
- j) Utility
  - i) Entry level - Temporary Utility 1 (filled in accordance with Article 12-2 of the General Agreement)
  - ii) Next grade senior - Permanent Utility 1
  - iii) Next grade senior - Permanent Utility 2
  - iv) Next grade senior - Permanent Utility 3
  - v) Next grade senior - Permanent Utility 4

- k) The following positions shall be filled by the qualified applicant with the longest service in the Department:
  - i) Insect Control Foreman
  - ii) Chief Fitness Instructor
  - iii) Lab Technician 2 (Zoo)
  - iv) Equipment Operator 4
  - v) Education Coordinator
  - vi) Greenhouse Helper
  - vii) Garden Supervisor
  
- l) License Inspector
  - i) Entry Level – License Inspector 1
  - ii) Next grade senior – License Inspector 2
  
- m) Foreman
  - i) Entry level - Permanent Foreman 1
  - ii) Next grade senior - Permanent Foreman 2
  - iii) Next grade senior - Permanent Foreman 3 (except Foreman 3 - Zoo)

3.02 Equivalencies

- a) Cashiers will be equated to Clerk “A” in seniority but shall be considered as forty (40) hour employees.
  
- b) Chief Swim Instructor equates to Pool Supervisor 1.

ARTICLE 4 - BULLETINS

- 4.01 Except when mutually agreed between the parties, and subject to Article 12-2 of the General Agreement and subject to Article 6 of this Supplementary Agreement, all permanent and full time temporary positions and all new positions shall be bulletined department wide.
  
- 4.02 Temporary Zookeeper 1 positions, in excess of the call back list, shall be bulletined department wide.

## ARTICLE 5 - TEMPORARY CHANGES IN POSITIONS

- 5.01** Any permanent position vacated because of annual vacation, leave of absence, etc. up to a maximum of twelve (12) weeks per occurrence shall be filled on a temporary basis in accordance with the respective line of progression from firstly within the specific work unit, secondly within the specific branch, and thirdly within the specific location or division, where applicable.
- 5.02** For extended absences, due to illness, injury, etc. in excess of twelve (12) weeks per occurrence, the position shall be bulletined temporarily in accordance with Article 5 herein. If it is known initially that the absence will be in excess of twelve (12) weeks, then the position will be bulletined immediately.

## ARTICLE 6 - RECALL AND LAY OFF

- 6.01** It shall be the responsibility of each employee to provide their current address and telephone number to the Human Resource Services Division of the Community Services 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 Resource Services Division.
- 6.02** Recall and lay off of seasonal employees will be done in accordance with the seasonal seniority lists for each of the following:
- i) Insect Control (Utility)
  - ii) Zoo
  - iii) Clerical
  - iv) Clerk A/Cashier (by District)
  - v) Recreation Programming
  - vi) Aquatics (by Cluster)
  - vii) Technicians (by Branch)
  - viii) Technical Assistants (by Branch)
  - ix) Cashier Casual

**6.03** Lay Off Procedure

Employees who are laid off will be given the opportunity to exercise their seniority rights as follows:

- a) At the time an employee is notified of lay off he will be required to sign a form, provided by the Department, declaring whether or not he wishes to exercise his seniority rights. The employee will retain one (1) copy of this form.

- b) The Department will place employees exercising their seniority rights into positions which will provide more than five days employment.
- c) The Department will place an employee, exercising his seniority rights, without loss of time if possible but will be permitted up to one (1) working day to administer a transfer in the event of unforeseen circumstances.
- d) Should the work available to the employee, exercising his seniority rights, be of shift work nature, he will be allowed to refuse the work and opt for a seasonal layoff. For the purpose of this article, shift work is that work which would entitle the employee to night shift premium under the terms of Article 16-1(a) of the General Agreement.
- e) The area to which an employee, exercising his seniority rights, is assigned will be at the discretion of the Department.
- f) Employees who have exercised their seniority rights must report to and complete the allocated term of work to which they are assigned.

**6.04**      Early Lay Off

A regular seasonal employee may request an “early lay off” in the fall, if that employee has other employment which will employ him/her for the winter and which is verified by the letter from the employer.

ARTICLE 7 - BANKED TIME

**7.01**      All employees, including temporary and regular seasonal, shall have the option of being paid for overtime and/or public holidays or accumulating such overtime and/or public holiday time up to a maximum of forty (40) hours providing such employee must notify his supervisor in writing of his/her intent to accumulate overtime and/or public holiday time and in what amount, otherwise payment will be made. Accumulated credits may be taken as time off at a time mutually agreed between the Department and the employee.

**7.02**      Employees, whose working hours are less than as outlined in Article 17 of the General Agreement, may be allowed the option of accumulating overtime hours and public holiday hours on the same basis as above at the discretion of management which shall not be exercised in an arbitrary or unreasonable manner.

ARTICLE 8 - VACATION CREDITS FOR FULL TIME TEMPORARY AND SEASONAL STAFF

8.01 Full time temporary employees and seasonal employees, who work full time for eleven (11) months or more continuously within a calendar year, will be given the opportunity to accrue vacation credits.

It will be the employee's responsibility to notify his/her Supervisor, in writing, if he/she wishes to accrue vacation credits, but only after the completion of eleven (11) months of full time continuous service, as above.

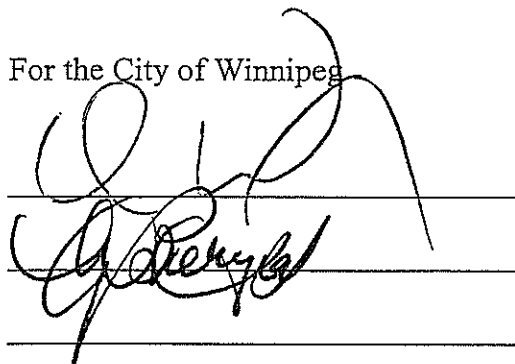
All other temporary, part time and seasonal employees will receive vacation pay on their bi-weekly pay cheque.

ARTICLE 9 - APPENDICES AND LETTERS OF UNDERSTANDING

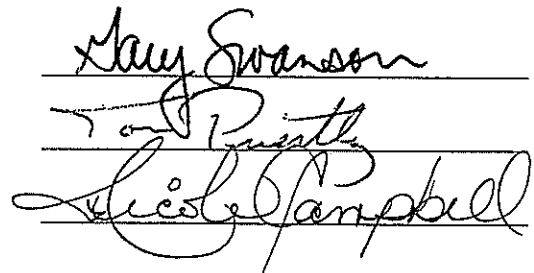
9.01 Where the parties agree to further Letters of Understanding or Supplementary Agreements, these Letters of Understanding will be numbered in sequential order and appended to this agreement for reference purposes in Appendix 1.

Agreed this 8<sup>th</sup> day of December, 2005.

For the City of Winnipeg

  
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For CUPE Local 500

  
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## **Appendix 1 – Letters of Understanding**

### **Department Wide**

Emergency Health and Social Services (July 12, 1999)

### **Assiniboine Park Enterprise Division**

Floriculture Spare List (March 16, 1992)

Gardener I Recall List (December 12, 2002)

### **Community Development and Recreation Services Division**

Permanent Recreation Technician D Line of Progression (May 5, 2000)

Recreation Technician Seniority, Lines of Progression, Temporary Appointment and Assignment of Spare Hours. (July 3, 2001)

Part-Time Vacation Administration – Recreation Technicians (Mar. 11, 2002)

Aquatics Branch General Conditions and Assignment of Work for Part Time Clerk “A”/Cashiers (Nov. 24, 2004)

### **Community Resource Protection and Safety Services Division**

Compressed Work Week – Environmental Health (December, 2005)

### **Library Services Division**

Library Services Division Part Time Vacation Administration (May 3, 2001)

Library Services Division – Lines of Progression – Permanent LSA Demoting to Part-Time LSA (May 3, 2001)

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