

LETTER OF UNDERSTANDING

BETWEEN

**WASTEWATER SERVICES DIVISION
WATER AND WASTE DEPARTMENT
CITY OF WINNIPEG**

AND

CUPE LOCAL 500

RE: NEWPCC – WASTEWATER TREATMENT OPERATORS

WHEREAS: The parties agree that the employees involved were given a full explanation with the opportunity for full input.

WHEREAS: A vote is required as per the Province of Manitoba Employment Standards Act.

WHEREAS: This open process resulted in a XX% vote, by the CUPE members in the North End Water Pollution Control Centre (NEWPCC), Wastewater Services Division in favour of the terms and conditions pertaining to the Wastewater Treatment Operator classification.

WHEREAS: The parties agree that the amended hours of work will be implemented on trial basis until December 31, 2016.

THEREFORE: The following is an agreed-upon set of terms and conditions between the Wastewater Treatment Operators in the Water and Waste Department and CUPE Local 500, governing the working schedule for all Wastewater Treatment Operators. The parties further agree that this Letter of Understanding is in accordance with Article 10 of the CUPE Local 500/City of Winnipeg Collective Agreement.

The purpose of this Letter of Understanding is to alter the hours of work only and is not intended to increase benefits beyond those received by employees working forty (40) hours per week.

1. The terms of the Collective Agreement shall remain in full force and effect except as amended herein.
2. There will be two (2) types of working schedules: (1) Normal Day Schedule and (2) Shift Schedule. Subject to operational requirements, employees will be assigned to the Normal Day Schedule for a minimum of twenty-four (24) consecutive months, and to the Shift Schedule for a maximum of twenty-four (24) consecutive months. Employees on the Shift Schedule will be assigned, on a rotational basis, to work in specific areas of the NEWPCC.

3. Grandfather provisions will be applied to the existing twelve (12) employees currently on shift, who choose to remain on the same. Any of these employees who choose to transfer to the Normal Day Schedule shall forfeit all grandfather provisions.
4. Any vacancies on the Shift Schedule will be filled by canvassing NEWPCC Wastewater Treatment Operators in order of seniority. If after canvassing it is determined that there are no employees willing to work on the Shift Schedule, the vacancy will be filled in reverse-order of seniority.
5. Three (3) employees will be scheduled on each Shift Rotation; a minimum of two (2) employees will be required to be on shift at all times, subject to operational requirements. Employees may be alternated through various Shift Rotations at the Employer's discretion. The Shift Schedule for all Shift Rotations will be comprised of two (2) Day Shifts followed by two (2) Night Shifts and four (4) days off.
6. To be eligible to work on the Shift Schedule, employees must be classified as a Wastewater Treatment Operator 1A, 1B, 2A, 2B, 3A, or 3B and have worked on the Normal Day Schedule for the preceding twenty-four (24) months, with exception to those grandfathered employees. Subject to operational requirements, the job classification of members on each Shift Rotation may vary.
7. The hours of work for the Normal Day Schedule are Monday to Friday from 7:30 a.m. until 4:00 p.m., including a thirty (30) minute unpaid break. The hours of work for the Shift Schedule are from 7:30 a.m. to 7:30 p.m. (Day Shift) or 7:30 p.m. to 7:30 a.m. (Night Shift), both of which include a twenty (20) minute paid break. Hours of operation may be varied to respond to an operational emergency or as mutually agreed upon by the parties.
8. Where required staff training cannot be scheduled to occur during an employee's scheduled working day(s), adjustments in shift schedules to coincide with the available training will be undertaken, subject to operational considerations.
9. All Wastewater Treatment Operators working the Normal Day Schedule or Shift Schedule will be considered as "Day Workers".
10. The paid hours for all Wastewater Treatment Operators covered under this Letter of Understanding shall be scheduled to balance to an annual total of one thousand, nine hundred, eighty (1,980) hours, net of statutory holidays. It is further agreed that these employees shall be paid eighty (80) hours bi-weekly.
11. All overtime worked in excess of the scheduled hours of work shall be paid in accordance with Article 18-1 a) of the Collective Agreement.
12. Scheduled Days Off (SDOs) will be accumulated by employees who work more or less than eighty (80) hours per pay period on the Shift Schedule. A maximum of eight (8)

SDOs can be scheduled for the calendar year and must be scheduled, in blocks of four (4) consecutive working days, by January 15. Any SDOs that are not scheduled by January 15 will be cashed out at the end of the calendar year. Due to operational requirements, the scheduling of SDOs will not be permitted during the months of July and August.

13. Statutory holidays will be administered in accordance with the Collective Agreement.
14. Sick pay benefits will be deducted hour for hour [i.e. twelve (12) hour shift = twelve (12) hours of sick time deducted]. For the purpose of this Letter of Understanding, fifteen (15) sick day credits will equate to a yearly maximum of one hundred and twenty (120) hours sick.
15. Vacation Leave will be taken off on an hour for hour basis [i.e. one day of vacation = twelve (12) hours of vacation credits for employees working under the Shift Schedule].

This Letter of Understanding shall remain in effect until December 31, 2016 at which time it may renewed by agreement of the parties.

This Letter of Understanding may be terminated by either party with the provision of ninety (90) days written notice.

Letter of Understanding
Wastewater Services Division

SIGNED in the City of Winnipeg, in the Province of Manitoba, this 7th day of

Journey, 2015-2016²

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES

[Signature]

[Signature]

FOR THE CITY OF WINNIPEG

[Signature]

J. R. Cottrill

[Signature]