

**SUPPLEMENTARY AGREEMENT
BETWEEN
CUPE AND WINNIPEG TRANSIT**

1.) Preamble

- 1.1 This Supplementary Agreement shall come into force and effect from and after DECEMBER 31ST, 2005 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 the end of pay period 26 in any year in accordance with Article 10 of the General Working Agreement in which case it will remain in force and effect only until the termination date. For the purpose of this clause, notice shall be given by letter sent by registered mail, postage prepaid, addressed, in the case of the City, to the Director of Transit, 421 Osborne Street, Winnipeg, Manitoba, R3L 2A2 and in the case of the Union, to CUPE, Manitoba Regional Office, 703-275 Broadway, Winnipeg, Manitoba, R3C 4M6.
- 1.2 This Supplementary Agreement may be amended at any time by the mutual consent of the parties and shall remain in force and effect during negotiations of any revisions or amendments.

2.) LINES OF PROGRESSION:

- 2.1 Clerk C Relief Timekeeping will be the grade junior to the Clerk C Timekeeping. The Clerk C Relief Timekeeping relief list will be created by bulletining the position Department wide. Seniority on the relief list will be the date on which the individual is placed on the list.
- 2.2 Clerk C Relief Payroll will be the grade junior to the Clerk C Payroll. The Clerk C Relief Payroll relief list will be created by bulletining the position Department wide. Seniority on the relief list will be the date on which the individual is placed on the list.
- 2.3 All permanent employees currently on the existing relief lists as noted above and including the Handi Transit Clerk C Dispatch/Scheduler will remain in order of the date on which the individual was selected for placement. See Appendix A which identifies the employees on existing relief lists who are to be grandparented as part of this new Agreement.
- 2.4 In the event of a permanent vacancy in either the Clerk C Payroll or Clerk C Timekeeping position, the senior person on the appropriate

relief list will be the senior, qualified applicant for the vacancy and will be appointed without bulletin.

- 2.5 It is agreed that the probationary period for persons added to a relief list will be the accumulation of six months of actual work in the position.
- 2.6 All permanent Clerk A employees currently on the Handi-Transit Clerk C Dispatch/Scheduler relief list shall remain in the order on which the individual was selected for placement as per the attached Appendix.
- 2.7 In the event of a permanent vacancy in the Handi-Transit Clerk C Dispatch/Scheduler position, the senior person on the list will be the senior, qualified applicant for the vacancy and will be appointed without bulletin.
- 2.8 The Handi-Transit relief list shall only remain in effect until such time as the incumbents have been appointed to a Handi-Transit Clerk C position, terminated employment with the City, accepted other employment within the Transit Department or other City Department, or removed their name voluntarily from the list.
- 2.9 When there are no more incumbents on the established relief list, then Clerk C vacancies in the Handi-Transit Division will be filled in accordance with the provisions of Article 12 of the Collective Agreement.
- 2.10 Employees on a relief list are expected to fill the required relief list position when required. In the event that an employee who is not already working in a higher paid or equal classification as a spare declines to fill the position on three (3) instances within the past 12 months, they will be removed from the relief list and prohibited from applying for that particular relief list position for one year. In all cases compassionate or other appropriate grounds shall be considered prior to being removed from the list.
- 2.11 If a person on the relief list receives a promotion from that list to either the permanent Clerk C position or another position, then the employee shall be removed from the relief list.
- 2.12 A person may at any time request to have their name removed from a spare list.
- 2.13 A copy of all spare lists shall be supplied to the Union with the yearly seniority list in accordance with the provisions of Article 21 of the Collective Agreement.

- 2.14 The Employer shall ensure that qualified employees with or without seniority are hired first to fill vacant or relief positions before considering candidates external to the bargaining unit.

3.) HOURS OF WORK

- 3.1 Due to the nature of the work involved in the Transit Department it is agreed to extend all hours of work and days off for clerical positions from what is outlined in Article 17.3 of the collective agreement to reflect the required shifts that are worked by CUPE clerical staff.

4.) MISCELLANEOUS

- 4.1 A labour/management committee of equal representation consisting of up to four (4) union and four (4) management members will meet at least twice yearly or as required discuss matters of mutual interest.
- 4.2 The Transit Department and the CUPE Local 500 jointly affirm that it is to the mutual benefit of the Employer and the employees to improve the educational training and developmental opportunities of the workplace. Therefore, the parties agree to establish a Joint Departmental Education and Staff Development Committee of equal members to review and take advantage of training opportunities provided corporately through the Joint Education and Staff Development initiative. The Departmental Committee will adhere to the principles as per the Letter of Understanding on Education, Training and Staff Development in the Collective Agreement.
- 4.3 The parties agree to establish a Transit Union/Management Committee to review all CUPE job descriptions and ensure that each job description is up to date and accurately reflects the assigned duties and responsibilities and corresponding qualifications of the position.

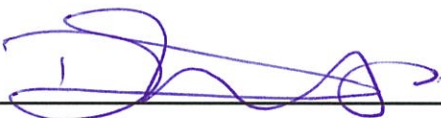
SUPPLEMENTARY AGREEMENT

This Supplementary Agreement between the City of Winnipeg Transit Department (Winnipeg Transit) and the Canadian Union of Public Employees, Local 500 (CUPE) is negotiated for the purpose of clarifying seniority, lines of promotion and hours of work for clerical employees within Winnipeg Transit, all of which are considered to be unique to the operation of the department and which are hereinafter specified in this Supplementary Agreement.

In the case that a clause of this Supplementary Agreement changes the intent or meaning of clauses of the general working agreement between the City of Winnipeg and CUPE, the latter shall prevail, consistent with Article 10 of the general working agreement.

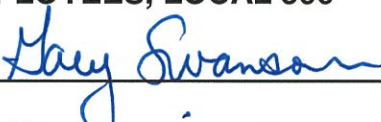
AGREED THIS DATE: 4th DAY OF JANUARY, 20056


**FOR THE CITY OF WINNIPEG
PUBLIC**

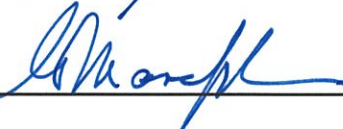


Margaret Paterson

**FOR THE CANADIAN UNION OF
EMPLOYEES, LOCAL 500**







APPENDIX A

RELIEF LIST

<i>Handi-Transit – 'C' Clerk Dispatch/Scheduler</i>	
Employee Name	Date on List
MaryAnn McDonell	Pre-1994
Gilbert Caners	Pre-1994
Lottie Skakun	October 2, 1994
Dawn Kelly	January 12, 1997
Lawrie Chapman	November 29, 1999
Brad Kotowski	January 2000
Tracey Patterson-Mendrun	December 2000
Mark Vidomski	January 2001

<i>Operations Timekeepers – 'C' Clerk</i>	
Employee Name	Date on List
Kathy Owen	May 16, 2004

<i>Payroll – 'C' Clerk Dispatch/Scheduler</i>	
Employee Name	Date on List
Colleen Huff	November 10, 2003