

SUPPLEMENTARY AGREEMENT

BETWEEN



**CITY OF WINNIPEG
WATER AND WASTE DEPARTMENT**

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 500**

October 26, 2015

Errors and Omissions Excepted

*Without Prejudice
Without Precedence*

ARTICLE 1 – PREAMBLE

- 1.1 This Supplementary 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 at least ninety (90) days' notice of termination is given by either party.
- 1.2 This Agreement may be modified at any time by mutual consent of the parties and shall remain in force and effect during negotiations of any revisions or amendments, pursuant to Article 10 of the collective agreement.
- 1.3 The party wishing to negotiate revisions or amendments, or to terminate this Agreement, shall provide written notice to the other by Registered Mail, in the case of the City to: Director, Water and Waste Department – 111-1199 Pacific Avenue, Winnipeg, Manitoba, R3E 3S8, and in the case of the Union to: National Representative, CUPE Regional Office, 703-275 Broadway, Winnipeg, Manitoba, R3C 4M6.
- 1.4 Upon provision of notice by either party to revise or amend the Agreement, negotiations shall begin within thirty (30) days following receipt of said notice, or within such other period agreed between the parties.
- 1.5 It is understood and agreed that this Agreement shall not vary the intent of the General Agreement between the parties.
- 1.6 This Supplementary Agreement consists of two (2) parts:
 - (a) Part "A" - General Provisions applicable to all Operating Divisions/Groups
 - (b) Part "B" - Divisional Components/Lines of Progression

PART "A"

ARTICLE 2 – SENIORITY

2-1 For the purposes of establishing departmental seniority lists, the following groupings shall be reflected:

Wastewater Services Division

Civil Maintenance
Electrical and Instrumentation
Mechanical Maintenance
Wastewater Treatment
Wastewater Collection and Flood Control
Wastewater - Sewer Collection
Stores

Water Services Division

Railway
Water Distribution
Intake Maintenance
Water Treatment
Civil Maintenance
Electrical and Instrumentation
Mechanical Maintenance
Stores

Finance And Administration, Customer Services Human Resources Divisions

Accounting/Clerical/Safety/Library/Meter Reading

Information Systems And Technology Division

Information Systems

Engineering Services Division

Technical

Environmental Standards Division

Laboratory/Cross Connection/Backflow Prevention/Inspection

Solid Waste Services Division

Landfill/By-law/Recycling

- 2-2 A seniority list for each group listed in 2.1 shall be maintained and made available for employees review in accordance with Article 21 of the General Agreement, and will include designations as to permanent, temporary, part-time, or other status, as applicable

ARTICLE 3 – TEMPORARY RE-ASSIGNMENT OF STAFF TO HIGHER RATED POSITION

- 3-1 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 the respective line of progression and work location to a higher rated position for a period of up to five (5) consecutive weeks to provide coverage for illness, injury, scheduled leaves of absence or annual vacation, unexpected leaves of absence or any other authorized absence from work.
- 3-2 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 in accordance with Article 12 of the Collective Agreement.

ARTICLE 4 – OVERTIME

- 4-1 Employees shall have the option of being paid for overtime or accumulating such overtime, and maintaining such accumulation up to a maximum of the equivalent of two (2) regular work weeks, providing such employee must notify his supervisor in writing of his intent to accumulate overtime and in what amount, otherwise payment will be made. Overtime credits may be taken as time off at a time mutually agreed to between the department and the employee, subject to the following criteria:
- (a) Previously scheduled vacation time will take precedent over any requests for overtime leave.
 - (b) No request for taking time off shall be unreasonably denied.
 - (c) Notwithstanding the above, all requests for overtime leave shall be submitted prior to December 1st of any given year. The Employer shall provide written notice to all employees by November 1st of any or all outstanding banked overtime.
 - (d) Overtime hours banked during the year can only be used as time off. All outstanding overtime hours as at December 31st, will be paid out in full.
- 4-2.1 Permanent railway crews will be allowed to accrue their total overtime up to a maximum of four hundred (400) hours per year. Such credits over two hundred (200) hours will be used or taken in pay prior to June 1st each year.

ARTICLE 5 – STANDBY TIME

- 5-1 An employee designated to be on standby shall be available at all times during the standby period and reply within fifteen (15) minutes of receipt of a call.
- 5-2 Employees on standby required to attend at a site shall report to the site without undue delay, but no later than two (2) hours from receipt of call.

ARTICLE 6 – TRAINING

- 6-1 Training will be provided as required to maintain and increase competencies, technical knowledge and Provincial Certification of staff. All training and/or courses will take place during regular working hours wherever possible.
- 6-2 Training shall be offered based on classification seniority. Exceptions must be approved in consultation with the Human Resources Division.

PART "B"

Any classifications not listed below are not in a line of progression and will be filled in accordance with Article 12 of the CUPE Collective Agreement.

LINES OF PROGRESSIONCivil Maintenance

Foreman Grade 2
Maintenance Worker 2
Maintenance Worker 1

Electrical and Instrumentation

Foreman Electrician	Senior Instrument Technician
Electrician	Instrument Technician 2
Apprentice Electrician	Instrument Technician 1

Mechanical Maintenance

Shop Foreman

*

Carpenter, Lead Carpenter, Industrial Mechanic, Lead Industrial Mechanic, Machinist, Lead Machinist, Plumber, Lead Plumber, Welder
(Ranked by Water and Waste Departmental Seniority)

If there is a Lead position in a particular trade, the Lead trade is considered next grade junior. Where there is no lead position in a particular trade, candidates will be ranked by Departmental Seniority along with the Lead trades' person.

Lead Carpenter	Lead Industrial Mechanic	Lead Machinist	Lead Plumber
Carpenter	Industrial Mechanic	Machinist	Plumber

Maintenance Worker
Trades Helper
Skilled Labourer

Railway and Aqueduct

Engine Driver
 Conductor
 Trainman

Foreman Section – Waterworks
 Section Worker Grade 2
 Section Worker Grade 1
 Labourer 2
 Labourer 1

Water Distribution – Local Water

Foreman
 Skilled Maintenance Worker Level C2
 Skilled Maintenance Worker Level C1 (Emergency Services)
 Skilled Maintenance Worker Level B2
 Skilled Maintenance Worker Level B1
 Skilled Maintenance Worker Level A
 Skilled Maintenance Worker Level G

Intake Maintenance

Foreman Intake
 Water Treatment Plant Operator 2B
 Water Treatment Plant Operator 2A
 Water Treatment Plant Operator 1B
 Water Treatment Plant Operator 1A
 Water Treatment Plant Operator (Operator-in-Training)

Water Treatment

Water Treatment Plant Operator 4
 Water Treatment Plant Operator 3B
 Water Treatment Plant Operator 3A
 Water Treatment Plant Operator 2B
 Water Treatment Plant Operator 2A
 Water Treatment Plant Operator 1B
 Water Treatment Plant Operator 1A
 Water Treatment Plant Operator (Operator-in-Training)

Wastewater Treatment (Water Pollution Control Centres)

Wastewater Treatment Plant Operator 4
 Wastewater Treatment Plant Operator 3B
 Wastewater Treatment Plant Operator 3A
 Wastewater Treatment Plant Operator 2B

Wastewater Treatment Plant Operator 2A
Wastewater Treatment Plant Operator 1B
Wastewater Treatment Plant Operator 1A
Wastewater Treatment Plant Operator (Operator-in-Training)

Wastewater Collection and Flood Control

Wastewater Collection Systems Maintenance Technician 4B
Wastewater Collection Systems Maintenance Technician 4A
Wastewater Collection Systems Maintenance Technician 3B
Wastewater Collection Systems Maintenance Technician 3A
Wastewater Collection Systems Maintenance Technician 2B
Wastewater Collection Systems Maintenance Technician 2A
Wastewater Collection Systems Maintenance Technician 1B
Wastewater Collection Systems Maintenance Technician 1A
Wastewater Collection Systems Maintenance Technician (Operator-in-Training)

Sewer Collection – Local Sewer

Foreman (Sewer)
Skilled Maintenance Worker B1
Skilled Maintenance Worker A
Skilled Maintenance Worker G

Meter Reading

Senior Inspector Meter Reader
Water Meter Inspector
Commercial Meter Reader

Administration/Clerical/Safety

Accounting Technician 3
Accounting Technician 2
Accounting Technician 1

Safety Technician 2
Safety Technician 1

Senior Clerk
Clerk C
Clerk B
Clerk A

Library Service Assistant 3
 Library Service Assistant 2
 Library Service Assistant 1

Stores

Stores Foreman
 Stores Coordinator
 Storekeeper 4
 Storekeeper 2

Information Systems Technology

Programmer/Analyst 2
 Programmer/Analyst 1

Technical

Technologist 3	Technician 3
Technologist 2	Technician 2
Technologist 1	Technician 1
Technical Assistant	

Analytical Services, Industrial Waste Services, and Compliance Reporting

Senior Laboratory Technician
 Laboratory Technician 3
 Laboratory Technician 2
 Laboratory Technician 1

Senior Inspector - Cross Connection and Backflow Prevention
 Inspector - Cross Connection and Backflow Prevention

Solid Waste Services

Brady Landfill/4R Depot/Waverley
 Foreman 2 - Refuse Disposal/ Waste Diversion
 Foreman 1
 Equipment Operator 4
 Equipment Operator 3
 Equipment Operator 3A
 Helper-Refuse/Helper Landfill/Director Traffic

Agreed to this 7th day of January, 2015 ~~2016~~ ^{2.}

FOR THE CITY:

M. Auer
J. R. Catlett
[Signature]

FOR THE UNION:

[Signature]
[Signature]

MR
Oct. 26/15

