



SUPPLEMENTARY AGREEMENT

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 500
("The Union")**

and

**CITY OF WINNIPEG
WINNIPEG FLEET MANAGEMENT AGENCY
("WFMA")**

AS OF MARCH 13, 2007

ARTICLE 1 - GENERAL PROVISIONS

- 1.01 It is understood and agreed between the parties that this Agreement shall not vary or change in any respects the intent or meaning of the General Working Agreement currently in effect.
- 1.02 This Agreement shall come into force and effect on the date of signing. 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 sent by registered mail, postage prepaid and addressed, in case of the City: to the Chief Operating Officer, Special Operating Agency; and in the case of the Union: Local 500 C.U.P.E., 703-275 Broadway. Negotiations shall begin no later than thirty (30) days following receipt of said notification.
- 1.03 The Winnipeg Fleet Management Special Operating Agency's performance is aligned to measurable performance goals: financial, operational, customer service and training and development. The City and the Union will work to make this a viable operation.

ARTICLE 2 - HOURS OF WORK

- 2.01 The normal hours of work for employees of the WFMA may be varied to meet the specific operating requirements within each of its facilities.
- 2.02 Long-term changes or modifications to the existing shift schedules and/or shift rotations may be enacted following the provision of a minimum two (2) week notice period. This notice shall be provided, in writing, to the Union and all affected employees. This notice shall contain the specific details of the changes to the hours of work that will be enacted. If within seven (7) days following the conclusion of the notice period referenced above, the majority of affected employees object, in writing, to the changes being enacted by management, said changes shall be held in abeyance for a period of two (2) weeks in order to allow the Union and Management to discuss the concerns of the affected staff. In the event of any unresolved dispute, the final decision shall rest with management.
- 2.03 Short-term changes (for periods of three (3) weeks or less) to shift schedules and/or shift rotations that are presently within the WFMA may be enacted without prior notice to the affected employees. Where possible and practicable, eight (8) hours' notice of such changes shall be provided to affected staff.

ARTICLE 3 - TEMPORARY REASSIGNMENT OF STAFF TO HIGHER RATED VACANCY

- 3.01 In order to ensure the adequate and appropriate deployment of staff the Agency may, on the basis of classification seniority, reassign a junior qualified employee within that employee's normal work area (area is defined as the geographical work area) to a higher rated vacancy for a period of up to five (5) consecutive weeks to provide coverage for illness, injury, leaves of absence or any other authorized absence from work. For periods of annual vacation of five (5) weeks or less coverage shall be provided by appointing, in seniority order, junior qualified staff within the geographical area.
- 3.02 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 by either:
- (a) Canvassing, in seniority order, all qualified employees within the WFMA, as determined by the recognized lines of progression; or
 - (b) Issuing a bulletin to employees within the WFMA, in accordance with Article 12 of the General Working Agreement. The temporary vacancy shall then be filled in accordance with the recognized lines of progression.

ARTICLE 4 – SPARE LISTS

- 4.01 Placement on a Spare List shall be established by means of a bulletin issued in accordance with the provisions of Article 12 of the General Working Agreement. Each Spare List bulletin will specify the minimum number of placements that will occur. Employees, who meet the required qualifications of the bulletin, will be appointed to the Spare List in seniority order. For each subsequent bulletin, all applicants who are successful in being appointed to an existing Spare List shall have their names added, in seniority order, at the bottom of the existing spare list.
- 4.02 Employees on a Spare List are expected to make themselves available for work in the position for which the Spare List was established when such work is offered to them. Employees who decline an opportunity to work in the position for which the Spare list was established will not be eligible for any work of the upgrade on the Spare List for the duration of the declined opportunity. (For example, declining a three (3) month opportunity for work means a disqualification for that three (3) month period on that Spare List.)

- 4.03 Where all employees on a Spare List have declined an opportunity to work in the position for which the Spare List was established, and such opportunity to work in that position still exists, the junior employee on the Spare List cannot refuse such opportunity without reasonable justification.
- 4.04 Employees who were appointed to a Spare List and who have not worked in that classification for a period of greater than two (2) years (for clarification, greater than two (2) years shall be defined as the first offer and refusal in the third year), unless they have not been offered the opportunity to work in that classification, will have their names removed from that List. The Union will be informed of all employees so affected prior to their removal from the Spare List.

ARTICLE 5 - PROMOTION TO A PERMANENT POSITION / LINES OF PROGRESSION

- 5.01 Should a permanent vacancy occur at an entry-level classification within a recognized line of progression, that vacancy shall be posted throughout the Public Works Department in accordance with the provisions of Article 12 of the General Working Agreement. The applicant who has the greatest seniority, and who meets the requirements of the position, shall be appointed to the position. In the event that the initial vacancy is filled by means of a lateral transfer, the most senior applicant who meets the requirements of the latter position as per Article 12 of the General Working Agreement shall fill the ensuing permanent vacancy in that area.
- 5.02 The Union and management shall establish recognized lines of progression for the advancement of employees within the WFMA. These lines of progression shall be set out in this Agreement.
- 5.03 Machine Shop Line of Progression
- The line of progression to the machine shop foreman shall be from the lead hand/foreman spare list. Employees shall apply to get on the lead hand spare list in accordance with Article 4.01 of the WFMA Supplementary Agreement. Employees on the spare list shall be given the opportunity to act, in seniority order, in their respective classifications as a lead hand. Employees who are currently lead hands will be placed at the top of the spare list in lead hand seniority.

In the event that an acting foreman is required, or the foreman position becomes vacant, the position shall be filled by the senior person on the spare list.

ARTICLE 6 – BANKED TIME

6.01 Employees shall have the option of being paid for overtime worked or accumulating such overtime and maintaining such accumulation up to a maximum of two (2) regular weeks. Notwithstanding the foregoing, employees that have accumulated unused vacation credits of one (1) week or more, from the previous vacation period, shall only be allowed to accumulate such overtime and maintain such accumulation up to a maximum of one (1) regular week.

Overtime credits may be taken as time off at a time mutually agreed between the Agency and the employee.

6.02 Employees shall be responsible for submitting an acceptable schedule to the facility supervisor or designate not later than December 15, detailing the manner in which they wish to utilize their accumulated overtime, prior to May 1 of the following year as paid time off. All accumulated overtime, not approved for carry forward into the upcoming year by December 31, shall be paid to the employee, at the rate at which it was earned, within thirty (30) days.

ARTICLE 7 – REST PERIODS/WORKING OFF SITE

7.01 Reporting Times – Employees' are expected to report and be ready to start work at the designated shift start time.

7.02 Rest Periods – City policy provides, if operational conditions permit, two coffee breaks during work time, each of fifteen (15) minutes' duration. Such breaks are to be normally taken at the work site. In case of field services workers who are mobile between work locations, a break may be taken involving travel to a conveniently located site, where that travel is incidental to travel underway for work related purposes.

Due to varying job conditions and work practices, variations in the coffee break/lunch break practice may be approved by the Facility Supervisor/designate.

All paid breaks are on city time. Therefore staff are accountable to the city for their time. The employee shall request permission to leave the work site from his/her immediate supervisor/designate.

7.03 Other Absences From the Work Site – It is expected that there will be no departure from authorized work locations. In the event of unforeseen emergency circumstances there should be immediate consultation with appropriate foreman or supervisor.

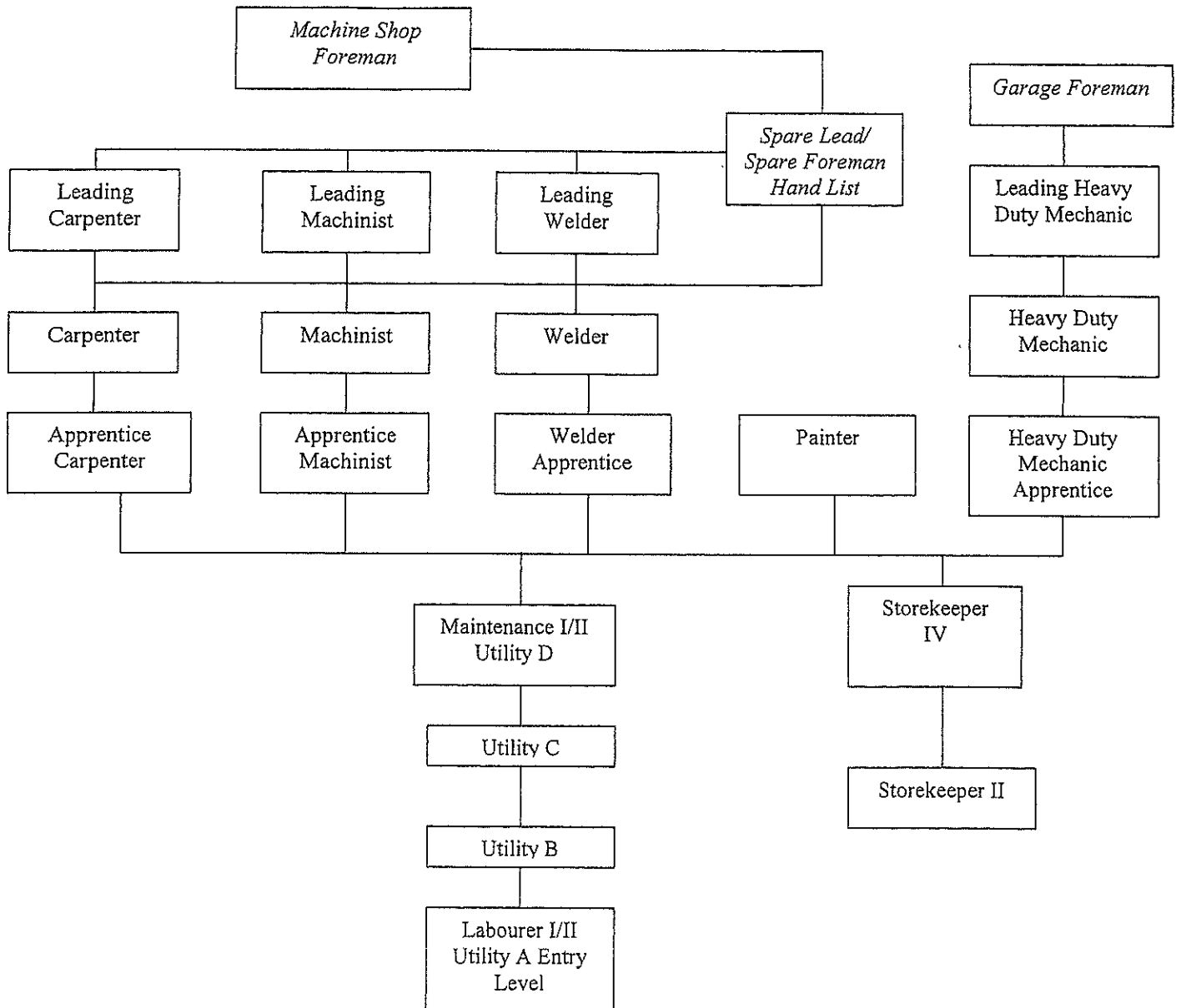
ARTICLE 8 – DRIVERS' LICENCE

- 8.01 Where the possession of a valid Manitoba Driver's License is a requirement of the position, and an employee has their driving privileges suspended under the Highway Traffic Act (Manitoba), and/or other licensing jurisdictions, and/or is prohibited from driving under the Criminal Code of Canada, shall immediately notify their immediate supervisor or designate in writing, of said suspension/prohibition. The employee shall also provide information relative to the duration of the suspension/prohibition.

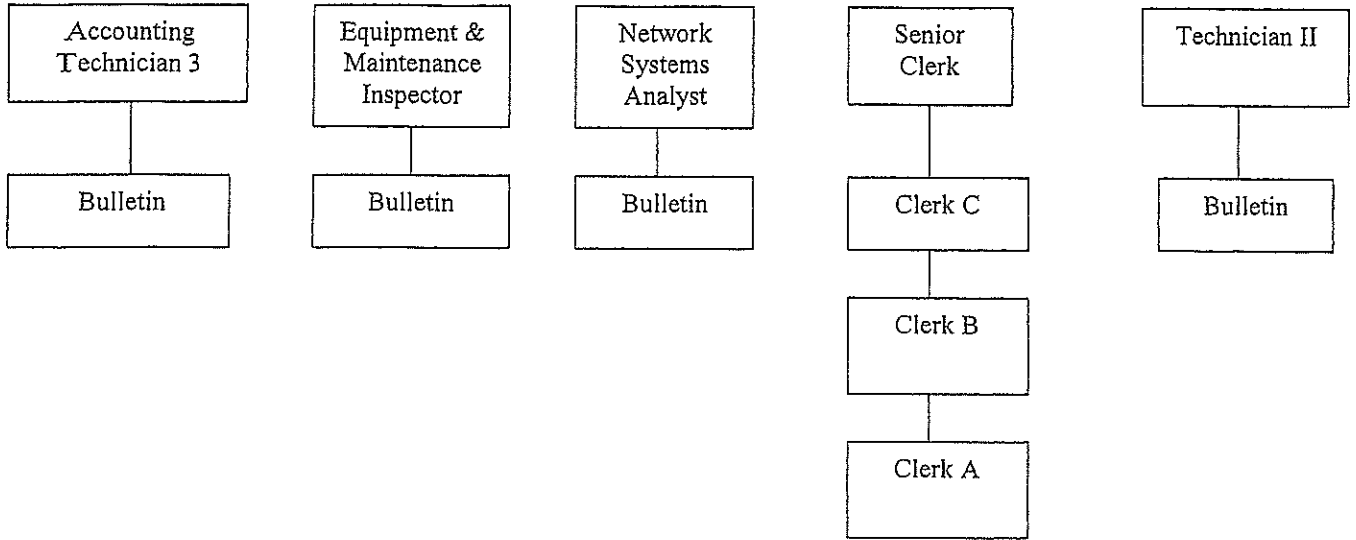
ARTICLE 9 - LABOUR / MANAGEMENT ADVISORY COMMITTEES

- 9.01 The Winnipeg Fleet Management Special Operating Agency and the Union agree to the creation of Labour/Management Advisory Committee with equal representation, which shall not exceed three (3) management or three (3) CUPE members of Winnipeg Fleet Management Agency. The Committees shall meet at the written request of either party for the purpose of discussing matters of mutual concern. The parties shall co-chair these Committees and shall chair alternate meetings. The parties shall maintain and distribute written minutes to all participants on an alternating basis with copies also provided to the Union.

**WINNIPEG FLEET MANAGEMENT AGENCY
LINE OF PROGRESSION
MARCH 7, 2006**



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LINE OF PROGRESSION
MARCH 7, 2006



Agreed to this 16th day of March, 2007.

FOR THE WINNIPEG FLEET
MANAGEMENT AGENCY

Y. Lubien

Y LUBIEN

COO WFMA

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 500

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