THE CITY OF WINNIPEG

-and-

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

MEMORANDUM OF AGREEMENT

JANUARY 13, 2019 to JANUARY 7, 2023

Errors and Omissions Excepted.

MEMORANDUM OF AGREEMENT
THE CITY OF WINNIPEG
and
THE AMALGAMATED TRANSIT UNION, LOCAL 1505
SEPTEMBER 19, 2019

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg and The Amalgamated Transit Union, Local 1505 (ATU) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and ATU agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired January 12, 2019 as follows:

A. All amendments to the Agreement will take effect upon ratification by both parties unless otherwise specifically stated.

B. All provisions of the Collective Agreement remain status quo except as specifically stated.

C. All provisions of the Collective Agreement that require amendment to reflect changes in the term of the Agreement, salary adjustments and re-numbering of articles shall be made without change to the underlying intent or meaning of those provisions.

D. The date of ratification of this Agreement shall be the first date on which both parties have ratified the Memorandum of Agreement.

2. Term of Agreement

January 13, 2019 — January 7, 2023 (48 months)

3. General Wage Increase

The City shall increase all bi-weekly/hourly rates in effect as follows:

Effective Pay Period #3, January 2020 – one point two five percent (1.25%)
Effective Pay Period #3, January 2021 – two percent (2.00%)
Effective Pay Period #3, January 2022 – one point seven five percent (1.75%)
Effective January 7, 2023 – two percent (2.00%)

4. Retention Payments

A. The rate of pay for the top level step of each bargaining unit classification shall be increased by zero point five percent (0.5%) effective pay period #23 2019.

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City:

B. Each member of the bargaining unit shall receive a payment of two hundred dollars ($200) upon ratification of the agreement by both parties.

C. The City shall increase the top level step hourly rate of pay by fifty cents ($0.50) on January 30, 2022 and by an additional fifty cents ($0.50) on July 31, 2022 for the following Plant & Equipment classifications listed below:

Classification	Class Code
a. Carpenter	8051
b. Electrician	8087
c. Machinist	8121
d. Truck/Transport Mechanic	8161
e. Painter	8251
f. Body Repair	8281
g. HVAC Tech	8311
h. Welder (Industrial)	8366
i. Industrial Mechanic	8167
j. Electronics Technician	8571
k. Sheet Metal Worker/Fabricator	8391
l. Treasury Technician	8561
m. Armature Winder	8371
n. Diesel Bus Technician	8310

5. Amendments to the Collective Agreement — Appendix 1

SECTION 1 – GENERAL ARTICLES

ARTICLE 1 – DURATION OF AGREEMENT
ARTICLE 6 – HEALTH RECOVERY LEAVE PLAN
ARTICLE 7 – SUPPLEMENTAL HEALTH PLANS
ARTICLE 9 – HOLIDAYS TO BE OBSERVED
ARTICLE 18 – LEAVE OF ABSENCE
ARTICLE 27 – RESPECTFUL WORKPLACE

SECTION 2 – BUS OPERATOR ARTICLES

ARTICLE 1 – HOURS OF WORK
ARTICLE 6 – UNIFORMS
ARTICLE 8 – SPECIAL PAYMENTS
SECTION 3 – PLANT AND EQUIPMENT OPERATORS

SECTION 3 – PLANT AND EQUIPMENT ARTICLES

ARTICLE 2 – NIGHT SHIFT AND AFTERNOON PREMIUM
ARTICLE 4 – CLOTHING
ARTICLE 5 – TOOL ALLOWANCE

6. **Letters of Understanding**

Renew:

LOU – O2 – CHARTER BUS SERVICE
LOU – P3 – TRUCK/TRANSPORT MECHANICS
LOU – P6 – APPRENTICESHIP PROGRAM
LOU – P1 – STOREKEEPER LUNCH

Delete:

LOU – G5 – RESPECTFUL WORKPLACE
LOU – G10 – PASSENGER CODE OF CONDUCT
LOU – O6 – UNIFORMS
LOU – O7 – SECURITY
LOU – O9 – BANKED OT FOR BUS OPERATIONS

Revise:

LOU – G1 – BUS EQUIPMENT
LOU – G8 – WAGE RATES DTA
LOU – O1 – SCHEDULE COMMITTEE
LOU – O3 – SPAREBOARD GUARANTEE

Add:

LOU – GX – ART 7 HEALTH CARE BENEFITS REVIEW
LOU – GX – CONTRACTING OUT OF WORK
LOU – GX – CISM
LOU – GX – EMPLOYEE IMPROVEMENT EDUCATION
LOU – OX – PASSENGER EDUCATION CAMPAIGN
LOU – OX – WIND DOWN RETIREMENT EMPLOYEE PLAN
LOU – OX – RECIPROCAL SHIFT TRADE PROGRAM

7. **LIST OF ALL ARTICLES & LETTERS OF UNDERSTANDING PREVIOUSLY AGREED TO BY THE PARTIES (Attached as Appendix 2)**

The following items were agreed to (amend/ renew/ delete) during this round of collective bargaining and were signed off by the parties. These items shall be incorporated into the new collective agreement:

Article 6-11 – Accident Severance Plan – Debits Credits from Sick Leave – Signed off January 11, 2019

Article 3 – Gender Terminology – Signed off January 11, 2019

Article 17 – Grievance Procedure – Signed off February 21, 2019

Article (NEW) – Job Classification and Reclassification – Signed off March 4, 2019

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Article 2 – Personnel Files –Signed off March 4, 2019

Article 9-11 – Union Decals on bus – Signed off March 13, 2019

Article 3-10 – Dispatch Sign-up – Signed off March 13, 2019

Article 1-4 (Sec 2) – Spare Operator Sign-up – Signed off March 18, 2019

Article 5-1(a) – List of Shop Stewards – Signed off March 18, 2019

Article 6-4 – Health Recovery/Return to Work Committee - Signed off March 18, 2019

Article 14-2 – Confirmation of Employment – Signed off March 18, 2019

Article 1 (Sec 3) – Removal - Farebox Handlers language – Signed off March 18, 2019

Article 4 (Sec 2) – Promotion change from 3-2 years – Signed off March 18, 2019

Article 18-8 – Maternity Leave Legislation Updates – Signed off March 18, 2019

LOU – Mechanic Helpers to Apprenticeship – Signed off March 18, 2019

Article 9-2 (Sec 2) – Front Area of Buses – Signed off March 18, 2019

Article 23 (NEW) – Assault, Injury and Workplace Violence – Signed off March 18, 2019

Article 18-1 – Leaves of Absence – Signed off March 18, 2019

Article 8 (Sec 3) – Apprentices – Signed off March 18, 2019

Article 6-6 – Rehabilitative Employment – Signed off March 18, 2019

Article 9-11 (NEW) – Christmas Eve Pay – Signed off March 18, 2019

Article 6-1 – LTD & Accumulation of Health Recovery Credits – Signed off April 16, 2019

Article 11-3 – Promotion Incorporate LOU G9 – Signed off April 16, 2019

Article 4-4 (Sec 3) – Delete Uniforms for Farebox Handlers – Signed off April 16, 2019

Article 9-1 (Sec 3) – Delete original language – Signed off April 16, 2019

LOU G4 – Furloughs – Parties agree to keep LOU – Signed off April 26, 2019

LOU – Delete Emergency Day Care Facilities – Signed off April 26, 2019

LOU – Delete – Return to Work Case Management – Signed off April 26, 2019

LOU – Delete – Trade Market Survey – Signed off April 26, 2019

LOU – Delete – Working Conditions Committee – Signed off April 26, 2019

LOU – Renew – Service in both Official Languages – Signed off April 26, 2019

LOU – Delete – Crew Specifications – Signed off April 26, 2019

LOU – Delete – Convenience for Operators – Signed off April 26, 2019

LOU – Renew – Maintenance Workers P2 – Signed off April 26, 2019

LOU – Renew – P&E Working Conditions P4 - Signed off April 26, 2019

LOU – Delete – Utility Worker Line of Progression – Signed off April 26, 2019

LOU – Renew – Apprenticeship Program & rates – Signed off April 26, 2019

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Article 9-2- 9-3 (Sec 3) – Amalgamate articles – Signed off April 26, 2019

Article 10-3 – Seniority & Probation – Signed off April 26, 2019

Article 1-2(a) (Sec 2) – Guaranteed Wage Payments – Signed off April 26, 2019

LOU – Renew – Uniform Clothing Committee G3 – Signed off April 26, 2019

Article 3-2 (Sec 2) – Sign Up to Electronic – Signed off May 3, 2019 (via email)

LOU – Renew – Revised Bus Equipment – Employer Signed off May 6, 2019 (via email)

Article 8xx (NEW) – Payout of Vacation leave on LTD – Employer Signed off May 6, 2019 (via email)

Article 8-1 (d) – Rest Break Payment – Employer Signed off May 6, 2019 (via email)

Article 10-2 – Extension of Probation Period Employer – Signed off May 6, 2019 (via email)

Agreed this 19th day of September 2019.

For the ATU

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City: JHD

APPENDIX 1

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED
(Changes in Bold)

SECTION 1 – GENERAL ARTICLES

ARTICLE 1 – DURATION OF AGREEMENT

THIS AGREEMENT shall take effect and be binding upon the parties hereto from the ~~eighteenth (18th)~~ **thirteenth (13th)** day of January, ~~2015~~ **2019**, and shall continue in force until the ~~twelfth (12th)~~ **seventh (7th)** day of January, ~~2019~~**2023**, and thereafter from year to year, until revised or terminated as hereinafter provided. This Agreement may be revised or terminated by either party giving to the other party thereto not less than sixty (60), or more than ninety (90) days notice prior to the ~~twelfth (12th)~~ **seventh (7th)** day of January, ~~2019~~, **2023** or any succeeding year.

If notice is given as provided herein for a revision of this Agreement, or for a new Agreement, the provisions of this Agreement will remain in effect until a revised or new Agreement is made, subject to any changes that may be agreed upon during negotiations.

Notwithstanding anything herein contained, no clause in this Agreement shall have a retroactive effect unless specifically so provided in such clause; otherwise the effective date of any clause shall be the date this Agreement is adopted by Council.

ARTICLE 6 – HEALTH RECOVERY LEAVE PLAN

6-1 Accumulation of Credits

Effective January 1, 1974, and annually thereafter, all employees shall receive a ~~Sick Pay~~ **Health Recovery [2019]** credit of fifteen (15) days per year based upon actual days worked. Employees working less than a complete year shall have this credit prorated on the basis of one and one-quarter (1¼) days per month. In order to accumulate credits for a month, employees must work a majority of the regularly scheduled working days for that month. For the purpose of this Article, the following shall also be considered time worked:

a) Time while in receipt of Workers' Compensation benefits up to a maximum of twelve (12) months.

b) Time while in receipt of ~~Sick~~ **Health Recovery** Pay benefits up to a maximum of sixty-five (65) working days. **[2019]**

c) Time while on paid Leave of Absence.

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d) Prorated time while working and under the guidance of a medical practitioner during a Gradual Return to Work program, provided the employee is cooperating with the return to work (RTW) plan. [2019]

e) Health Recovery will not be accumulated while on leave of absence or long-term disability.

f) Health Recovery Credits will be paid out at the daily crew rate to a minimum of seven and a half (7 ½) hours per day. [2019]

g) Spareboard Operators who have lost their guarantee and have worked two (2) hours and fifty-nine (59) minutes or less will be pro- rated paid Health Recovery Credits on hours worked per day. [2019]

H) Health Recovery Credits will be utilized at the employee's current rate of pay and does not include premiums or top ups for special appointments. [2019]

6-2 Deductions from Credits

~~Effective January 1, 1974, and annually thereafter,~~ **All** employees shall have deducted from their accumulated ~~Sick Pay~~ **Health Recovery** credits one (1) day for each day of absence for which payment has been received under the ~~Sick Pay~~ **Health Recovery** Plan **in accordance with 6-1**. Deductions for paid absences will be charged against the ~~Sick Pay~~ **Health Recovery** credits most recently accumulated. At no time will deductions from the ~~Sick Pay~~ **Health Recovery** credits exceed total career credits accumulated. **[2019]**

6-5 Definition of ~~Sick~~ **Health Recovery** Pay

An employee who is absent and is unable to perform his/her regular duties due to injury or illness for which compensation is not payable under the Workers' Compensation Act or the Manitoba Public Insurance Corporation Personal Injury Protection Plan or Long Term Disability benefits, will be eligible to receive his/her regular rate of pay to the extent of accumulated credits.

a) **Illness/injury means physical or mental condition resulting in diminished functional capabilities preventing the employee from carrying out the duties of their own position or any modified duties provided by the employer. [2019]**

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ARTICLE 7 – SUPPLEMENTAL HEALTH PLANS

c) Vision Plan

The City of Winnipeg agrees to a standard Vision Care Plan for eligible employees and their eligible dependent(s), with one hundred percent (100%) of the cost of the Plan to be paid by the City.

Eligibility for benefits and the definition of dependent(s) shall be consistent with those utilized by the City of Winnipeg Dental Plan. Maximum benefits payable under this Plan shall be:

For full time employees/dependent(s) – ~~three hundred and fifty dollars ($300.00) per eligible person in a twenty-four (24) month period. Effective on the date of ratification the maximum benefit shall increase to three hundred and twenty-five dollars ($325.00) per eligible person in a twenty-four (24) month period. Effective on January 22, 2017 (Pay Period #3, 2017) the maximum benefit shall increase to~~ three hundred and fifty dollars ($350.00) per eligible person in a twenty-four (24) month period. **[2019]**

For part time employees/dependent(s) – ~~one hundred and fifty dollars ($150.00) per eligible person in a twenty-four (24) month period. Effective on the date of ratification the maximum benefit shall increase to one hundred and sixty-two dollars and fifty cents ($162.50) per eligible person in a twenty-four (24) month period. Effective on January 22, 2017 (Pay Period #3, 2017) the maximum benefit shall increase to~~ one hundred and seventy-five dollars ($175.00) per eligible person in a twenty-four (24) month period. **[2019]**

The Vision Care Plan includes prescription sunglasses.

The City shall provide ~~seventy-five dollars ($75.00) per eligible person in a twenty-four (24) month period for purposes of covering the cost of an eye examination. Effective on the date of ratification the City shall provide~~ eighty dollars ($80.00) per eligible person in a twenty-four (24) month period for purposes of covering the cost of an eye examination. **Effective on January 1, 2022 the maximum benefit shall increase to one hundred ($100) per eligible person in a twenty-four (24) month period. [2019]**

ARTICLE 9 – HOLIDAYS TO BE OBSERVED

9-1

The following days will be observed holidays: New Year's Day – Louis Riel Day (or so designated by any other name) - Good Friday – Easter Monday – Victoria Day – ~~Canada Day~~ **July 1** – Terry Fox Day – Labour Day – Remembrance Day – Thanksgiving Day – Christmas Day and Boxing Day. Any additional holiday proclaimed by the City of Winnipeg, Province of Manitoba or the Government of Canada. The Easter Monday holiday will be observed on Easter Sunday for the Operations Division only. **[2019]**

ARTICLE 18 – LEAVE OF ABSENCE

New 18 – X Military Leave

An employee, who obtained seniority, shall continue to accrue seniority while on an approved period of Military leave. [2019]

ARTICLE 27 – Respectful Workplace

27-3 If the Respectful Workplace Article is not being followed, the process outlined in the ~~Letter of Understanding Re: Respectful Workplace~~ **City of Winnipeg Administrative Standard – Respectful Workplace will apply. [2019]**

ATU: AC
City: AM

SECTION 2 – BUS OPERATOR ARTICLES

ARTICLE 1 – HOURS OF WORK

1-3 Spare Operators will have the right to three (3) known and one (1) unknown day off per two (2) week pay period. Where possible the fourth (4th) (unknown) day will be made consecutive with the known days. The unknown days for any given week will be posted **as a general bulletin** ~~on the Timekeepers Notice Board at each garage location~~ by Friday noon of the previous week. Spare Operators finishing work of one (1) day, will have eight (8) hours off before the start of another day's work. **[2019]**

ARTICLE 6 – UNIFORMS

6-1 a) Uniform Point System:

ITEM	POINTS	MAXIMUM ANNUAL ISSUE
3 in 1 Parka	200	1 every 2 years
Fleece Sweater	75	1 per year
Dress Style Blue Shirt, Long Sleeve	20	5 per year
Dress Style Blue Shirt, Short Sleeve	20	6 per year
Pants or Shorts (per pair)	40	4 per year
Summer Cap	10	2 per year
Toque	10	1 per year

b) New employees will be provided with a complete uniform upon entering service. This will consist of a ~~winter~~ **3 in 1** parka, ~~rain jacket,~~ fleece sweater ~~or fleece vest~~, ~~three (3)~~ **five (5)** shirts, ~~two (2)~~ **three (3)** pants or shorts, summer cap and toque. **[2019]**

6-6 Wind pants in a solid color of dark blue or black can be worn with the uniform. The period of time that they can be worn shall be **no earlier than November 1st and no later than the** end date of the annual winter change. There can be no other colour showing on the wind pant i.e. no stripes, logos, etc., except the silver Transit logo at waist level which is on the Transit Safety Award wind pant. The time frame may be adjusted by mutual agreement. **[2019]**

ARTICLE 8 – SPECIAL PAYMENTS

8-12 Special Payments

~~Effective Pay Period #13, 2016, the City agrees to pay a premium of twenty five cents ($0.25) per hour to all Operations members for all time worked from 19:00 to end of service /shift. The shift premium shall not be paid where work is being compensated on an overtime basis.~~

~~Effective Pay Period #13, 2018, t~~The City agrees to pay a premium of ~~twenty five~~ **Fifty** cents (~~$0.25~~**$0.50**) per hour to all Operations members for all time worked from 19:00 to end of

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City: _____

service /shift. The shift premium shall not be paid where work is being compensated on an overtime basis.

Effective Pay Period #03, 2021, the City agrees to pay a premium of seventy five cents ($0.75) per hour to all Operations members for all time worked from 19:00 to end of service /shift . The shift premium shall not be paid where work is being compensated on an overtime basis.

SECTION 3 – PLANT AND EQUIPMENT ARTICLES

ARTICLE 2 – NIGHT AND AFTERNOON SHIFT PREMIUM

2-1 City agrees to pay a premium of one dollar and **thirty cents** ~~fifteen cents~~ (~~$1.15~~) (**$1.30**) per hour to employees of the Plant and Equipment Division and Treasury Branch for all time worked from 14:30 to 06:59. The shift premium shall not be paid where work is being compensated on an overtime basis.

~~Effective on the date of ratification the shift premium will increase to one dollar and twenty cents ($1.20) per hour.~~

~~Effective Pay Period #3, 2016 the shift premium will increase to one dollar and twenty-five cents ($1.25) per hour.~~

~~Effective Pay Period #3, 2017 the shift premium will increase to one dollar and thirty cents ($1.30) per hour.~~

Effective Pay Period #3, 2020 the shift premium will increase to one dollar and fifty cents ($1.50) per hour.

2-2 Effective pay period #3, 2020 the Weekend Shifts will receive a premium equivalent to (1/2) an hour pay at strait time per shift on a prorated basis.

ARTICLE 4 – CLOTHING

4-2 The City will make available protective garments for the use of employees doing work of such nature as to require the use of these garments. These garments will remain in the area where the work is performed for the use of any employee required to do such work. Permanent employees required to wear safety footwear will be provided with ~~one hundred three dollars ($103.00) in 2011 increasing to~~ one hundred and ten dollars ($110.00) per year commencing in 2012 towards the purchase of appropriate shoes/boots. **This amount shall increase to one hundred and twenty five dollars ($125.00) for the year 2020.** If for any reason a permanent employee does not work the full twelve (12) months, payment will be prorated in accordance with the time worked during that year, to the nearest monthly period. Time while in receipt of sick pay benefits up to a maximum of sixty-five (65) working days shall be considered time worked. All other employees required to wear safety footwear will be provided with ~~one hundred and three dollars ($103.00) in 2011 increasing to~~ one hundred and ten ($110.00) per year commencing in 2012 towards the purchase of appropriate shoes/boots provided they have worked at least nine (9) months the previous year. **This amount shall increase to one hundred**

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and twenty five dollars ($125.00) for the year 2020. Payment will be made by January 30th each year.

ARTICLE 5 – TOOL ALLOWANCE

5-1 Employees who are required by the City to maintain an adequately equipped tool kit shall, as of December of each year this Agreement is in force, receive a tool allowance in the amount shown below for maintenance of said kit during the twelve (12) months previous to such payment. If for any reason an employee does not work the full twelve (12) months, payment will be prorated in accordance with the time worked during that year, to the nearest monthly period. Time while in receipt of sick pay benefits up to a maximum of sixty-five (65) working days shall be considered time worked.

a) The following is a list of classifications of employees eligible for a tool allowance in the amount of:

~~2015 - $473.00~~
2017 – $520.30
2020 – $546.31

Truck/Transport Mechanic, Truck/Transport Mechanic Apprentice, **Truck/ Transport Mechanic Specialist** Bus Electronic Technician, Diesel ~~Coach~~ **Bus** Technician.~~, Dynamometer Operator~~.

b) The following is a list of classifications of employees eligible for a tool allowance in the amount of:

~~2015 - $374.00~~
2017 - $411.40
2020 - $431.97

Body Repairman, Industrial Mechanic, Sheet Metal Worker, Treasury Technician.

c) The following is a list of classifications of employees eligible for a tool allowance in the amount of:

~~2015 - $302.50~~
2017 - $332.75
2020 - $349.38

Machinist, Mechanic's Helper~~, Bus Maintenance Trainer~~ **[2019]**

d) The following is a list of classifications of employees eligible for a tool allowance in the amount of:

~~2015 - $258.50~~
2017 - $284.35
2020 - $298.56

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Vehicle Communication Technician, ~~Wireman~~, Carpenter, Armature Winder, **Heating and Air Conditioning Technician [2019]**

e) The following is a list of classifications of employees eligible for a tool allowance in the amount of:

~~2015 - $214.50~~
2017 - $235.95
2020 - $247.74

~~Heating and Air Conditioning Technician,~~ Upholsterer, Electrician, **Drillman. [2019]**

f) The following classifications of employees are eligible for a tool allowance in the amount of:

~~2015 - $110.00~~
2017 - $121.00
2020 - $127.05

Welder, Industrial Welder, **Bus Maintenance Trainer [2019]**

g) Employees enrolled in the Improver Training Program will receive the tool allowance applicable to classification in which they are an enrolled Improver.

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: SCHEDULING/ PLANNING COMMITTEE

A Scheduling/ Planning Committee (the "Committee") will be established for the purpose of identifying and reviewing issues associated with work assignments/ conditions including relief points, schedules, service levels, and routing. The Committee will consider the impact on maintaining and building quality customer service in addition and to improve working conditions.

The terms of reference for the Committee include:

1. Identify the issues associated with work assignments/ conditions

2. Review route/ service change information prior to implementation whenever possible

3. Consider input from other sources deemed appropriate by the City such as Bus Operators, Inspectors, the Public, and Customers

4. Develop a list of options and recommendations with a view to improve work assignments/ conditions. This list shall be provided to the City for consideration.

The Committee shall be made up of three (3) members from the City and three (3) members of the Union. There will also be two (2) Bus Operators on the committee. The selection of Bus Operators will be through a selection process established and mutually agreed to by the Senior Labour Management committee.

The City will provide Bus Operators with a web portal to submit scheduling issue(s) on their assigned route. A copy of the submission will be provided to the Union.

The City shall pay for one Union Observer who will be trained in scheduling and will observe the process of developing the crew assignments for each change period. While this Union Observer will not impede the development of the schedules, the Union Observer will provide feedback on areas of concern for the consideration by the Schedulers. Both the City & the Union will take all reasonable steps to address scheduling issues raised by Bus Operators. The Union Observer shall attend all Committee meetings.

The Committee shall meet twice before each sign up.

Meeting #1

The City will notify the Union of the initial schedule committee meeting and at the same time will provide the proposed schedules in electronic format at least five (5) calendar days prior to this meeting. The purpose of the first meeting is to discuss operating schedules and crew assignments with a view to make improvements for the upcoming schedule change period. The Union will identify

ATU: AC
City: _____

concern(s) with the proposed schedules to the City in writing. Both Parties agree to consult in good faith.

Meeting #2

After consideration to the concerns raised by the Union, the City will then schedule a second meeting with the Union five (5) working days after meeting #1 to review and discuss the completed crew assignments prior to their typing and posting. The time of the crew assignment review meeting will be determined as the crew assignments for that change near completion. The City will respond to the Union's concerns. Both Parties agree to consult in good faith.

On Time Performance Under Regular Operating Conditions

The Committee shall meet within (30) thirty days of ratification to identify the top five problem bus routes that do not meet on time performance under regular operating conditions. The Committee will look at factors that negatively impact on time performance including but not limited to:

a. Timing points;
b. Recovery time;
c. Service frequency

The Committee will make recommendations to the City for implementation to improve on time performance for the bus route.

Once the initial five (5) routes are reviewed by the Committee, a new list of five (5) routes will be identified. This process will continue for the life of the collective agreement. There is no restriction on revisiting routes(s) where changes have not had a positive impact on the on time performance of that route.

Pilot Projects

The Committee may make recommendations to the City regarding opportunities for Pilot Projects to improve transit service.

Any Pilot Projects that would require an alteration(s) to the current terms and conditions set out in this collective agreement must be set out in a separate Memorandum of Agreement that must be ratified by both the Union and the City before implementation of the Pilot Project.

Relief Points

Within twenty-four months of ratification of this collective agreement and with the operator's health and safety in mind, all relief points must be provided with a shelter or the relief point will be placed at a location with an existing shelter unless a third party location is identified. (E.g. 24 hour McDonalds, Tim Horton's or Hospital where rest room facilities exist).

Upon ratification, the City will take all reasonable steps to address each relief point without delay. The Parties recognize that some relief points require coordination with other parties to effect change. The City will provide regular progress updates to the Union. The City will give consideration to reasonable alternative measures to address the relief point concerns.

ATU: _____
City: _____

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF WINNIPEG AND
AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: WAGE RATES FOR TEMPORARY RETURN TO WORK ASSIGNMENTS

The parties agree that there is a need to establish a wage rate for employees assigned to temporary alternate duties that do not constitute a regular position when participating in a return to work program. The parties agree as follows:

1. Employees requiring placement in temporary alternate duties under the duty to accommodate must be medically cleared to return to work by the Employee Benefits Program (EBP) or the Workers Compensation Program (WCB) or the Occupational Health Branch (OHB).

2. The range of work assignments are summarized in the RTW Admin and General Helper job description position.

3. The work assignments shall be determined through a case management process involving representatives from EBP/WCB/OHB, Operations, Human Resources, and ATU.

Therefore the parties agree that the rate of pay for the job duties included in the RTW Admin and General Helper job description. **The City will continue the practice where an employee will be paid at the wage step (up to and including the the top step) that is closest to their pre disability rate of pay in their original classification.** The rate shall be effective the date of signing of this Letter of Understanding and subject to the negotiated changes for the Maintenance Worker wage rate. **[2019]**

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 1505

SPAREBOARD GUARANTEE

This Letter will serve to confirm discussion on the changes to report times, guarantee time and overtime as per the Memorandum of Agreement, dated April 21, 1988.

Effective the first Schedule Change after ratification and approval of the Agreement by the City and the Union, Spare Operators will be credited with full time while on report at will be paid at one half (½) their applicable hourly rate **but not less than the minimum wage rate set by the Province of Manitoba**. In addition, Spare Operators will be paid overtime after eight (8) hours of work at the rate of time and one half (1.5x). **[2019]**

The City will continue to guarantee each Spare Operator seventy-five (75) hours pay based on the appropriate Regular Bus Operator rate for each two (2) week period provided he/she reports for work at his/her assigned time five (5) days per week and carries out the assigned duties.

In recognition of the foregoing, it is understood and agreed that what has come to be known as regular report time may be varied at the discretion of the Chief Timekeeper but would continue to be shown on day ahead sheets. The revised reporting times would reduce time spent on report by Operators.

It was also agreed that Spare Operators would not be penalized (lose guarantee) if they turn down work of more than ten (10) hours in duration. Time worked will include platform time, reporting, putting away time and full time spent on report.

Winnipeg Transit will also continue to exercise its option of cutting runs to minimize overtime by relieving one (1) Spare Operator with another at straight time if conditions permit.

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 1505

ARTICLE 7 – HEALTH CARE RELATED BENEFITS

The Parties agree to meet within the life of the collective agreement to review options to improve the medical/health benefits.

The Parties may agree, in writing, to make changes to the medical/ health benefits provided for in this collective agreement. Subject to ratification by both parties, these changes may be implemented during the life of the agreement.

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF WINNIPEG AND
AMALGAMATED TRANSIT UNION, LOCAL 1505
RE: PASSENGER EDUCATION CAMPAIGN

The Parties recognize the need to continue to deliver an ongoing Passenger Education Campaign using a variety of communication methods. The passenger education campaign may consist of safety practices including, but not limited to, the following subjects:

1. Bus blind spots.
2. Safe boarding and alighting practices.
3. Third bus rule.
4. Proper use of varied technologies for rear door operation.
5. Having fare ready prior to boarding.
6. Arriving at stop five minutes prior to schedule running times.
7. Not impeding the boarding and alighting of other passengers.
8. Priority seating.
9. Service Animals.
10. Fare Policy and Fare Structure.
11. Right hand turns from second lane in front of a bus.
12. Yellow Safety line.
13. Passenger Etiquette.
14. Passenger Code of Conduct

Either Party may bring forward issues that may negatively impact the quality of bus service in Winnipeg. All content of Passenger Education campaigns will be jointly reviewed by the City and the Union before the campaign is initiated. Once consultation with the Union has occurred, final approval for any public education campaign is at the sole discretion of the City.

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

LETTER OF UNDERSTANDING
BETWEEN:
THE CITY OF WINNIPEG
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: CRITICAL INCIDENT STRESS MANAGEMENT

The Parties agree there is a need for a Critical Incident Stress Management (CISM) Peer Support Program (the "Program") for the life of this agreement. The purpose of the Program will be to ensure that employees have trained peers available to provide support and/or direction to members as soon as possible after a critical/traumatic incident occurs. The City & the Union agree that each party will have a supportive role for members of the Program.

The City will inform all employees of this program via electronic means and permanent location(s) in each garage as well as the Downtown Lounge. New members of the Program will be provided training. The City shall consult with the Union on the content of the training. The training provided will be on subjects that may include, but will not be limited to: Modules on conflict resolution, EAP counselling, anti-harassment and discrimination, Canadian Standard Association Mental Health training, and Canadian Standard Association Psychological Health & Safety Training "The Standard".

The City agrees to maintain a sufficient number of members to respond to CISM peer support requirements. Employees will be selected jointly by Union and the City. The City will continue the practice of paying the cost for all peer support training.

The Union and the City will meet quarterly or otherwise agreed upon to review and audit the Peer Support/CISM Program. Special/emergency meetings can be called by either party at any time.

Within thirty (30) days of ratification the Parties agree to develop terms of reference for the Program. Consideration will be given to best practices for other peer support programs both within and external to the City.

The City will work collaboratively with the Union in the development, maintenance, and improvement of the CISM Program.

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF WINNIPEG
AND
AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: CONTRACTING OUT OF WORK

The parties agree to work together on an ongoing basis to seek out opportunities to optimize operations, reduce costs and improve services.

Within one (1) month of the date of ratification of this collective agreement, a joint committee of ATU Local 1505 & City of Winnipeg (the "Committee") will be established. This Committee's mandate is to review and report, to the Director of Transit, any identified opportunities for the consideration. This may include, but is not limited to, the review of existing contracted services for the purpose of exploring the feasibility of bringing these services in-house.

If the Committee deems that it is operationally efficient and cost effective to bring a contracted service in-house, a recommendation will be provided to the Director of Transit. It is recognized that any final decision to bring a contracted service in-house is solely a City decision that will be subject to obtaining all necessary approvals including any budgetary approvals from City Council.

Other related opportunities that may be leveraged to achieve the goal to lower delivery costs and improved services may be discussed by the Committee and submitted to the Director of Transit for consideration.

The implementation of this Letter of Understanding is subject to ratification.

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF WINNIPEG
AND
AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: OPERATOR IMPROVEMENT EDUCATION

The City recognizes the value of ongoing training for Bus Operators in order to mitigate safety risks in the workplace. For the life of this collective agreement the City will continue to deliver a two day training program.

The content of the current program is Trip Training. In addition Bus Operators have or will receive one half day of indigenous awareness training. This initial training program is projected to be completed by December 31, 2020.

Once the current training program has been delivered to Bus Operators, a new cycle of a two day training program will start.

Within ninety (90) days of ratification the City shall consult with the Union on the content of the new program. The City will consider courses put forward by the Union on subjects that include but not limited to: Main Street Project Training, Additional Indigenous Awareness Training, Canadian Standard Association Psychological & Safety Training, and Tactical Communication Training (De-escalation skills).

The Parties agree discuss opportunities to jointly deliver training to employees.

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

Letter of Understanding
Between:
The City of Winnipeg
And
The Amalgamated Transit Union

Re: Wind Down Retirement Employee Plan

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1. An Employee with ten (10) years of service or more, wishing to participate in the Wind Down Retirement Plan (WDRP) must submit their intent in writing prior to retiring and commence participation no more than thirty (30) days after their date of retirement.

2. No retired employee prior to January 12, 2019 will be able to participate in this plan. A WDRP Employee participation in the plan will be limited to a maximum of twenty five (25) employees and subject to the following:

    a. All WDRP Employees in the plan shall perform work specific only to filling time off requests by regularly employed bus operators in accordance with point 2.b, 2.e & 3 of this LOU.

    b. Commencing January 1, 2020 Bus Operators, who work on a statutory holiday, may choose to bank one day in lieu of regular wages for each stat holiday worked in a calendar year. Approval to use a day in lieu shall be subject to the availability of a WDRP Employee on that day.

    c. If a WDRP Employee who was scheduled to cover a day in lieu is not available to provide coverage due to termination of employment for any reason, the day in lieu shall be cancelled and the Bus Operator shall be required to report to work as scheduled.

    d. Unused Days in Lieu at the end of a calendar year shall be paid out on pay period 4 of the following calendar year.

    e. Unpaid Excused Absences (EA) may be granted on short notice subject to availability of a WDRP employee to cover. EA is the last priority of leave to be covered by available WDRP Employees.

3. Commencing January 1, 2021 or earlier based on plan success, A Bus Operator may apply for a leave of absence without pay up to four (4) consecutive weeks subject to the following:

    a. A Bus Operator may be granted one period of unpaid leave of absence every three (3) years. Granting of the request is subject to the availability of WDRP Employees to cover the period.

    b. Priority of coverage by WDRP Employees will be given to unpaid leave of absences under this paragraph.

ATU: AC
City:

c. The Parties will agree in writing to the process for submitting leave requests prior to the implementation of this program.

d. No more than two operators will be granted an unpaid leave under this paragraph at the same time.

4. No full time employee will be displaced, will be laid off, or have their hours reduced as a result of this plan. In addition there shall not be a loss or reduction in the development of crews/work as a result of this plan. All information related to participation in the plan will be provided to the Union. All WDRP employees participating in the plan will be provided relevant training in order to fulfill their assigned work duties.

5. Each WDRP Employee entering through the Wind Down to Retirement Plan will do so through the following process:

   a. WDRP Employees participating in the plan will be required to notify the employer of their intent in conjunction with time line restrictions set by Winnipeg Civic Employee Benefit Program (WCEBP) in relation to retiring. This will currently be set at thirty (30) days.

   b. WDRP Employees will be required to collect pension while participating in the plan and will be restricted to a maximum of twenty seven (27) hours per week or the maximum hours per week allowed under the WCEBP.

   c. No WDRP Employee will be permitted to participate in the WDRP for a period exceeding twenty four (24) months unless the compliment of twenty-five (25) employees as per point 2 has not been achieved.

   d. A WDRP Employees leaving the Plan will be permitted the opportunity to maintain employment as an RBO (Retired Bus Operator) in accordance with LOU 02 Charter Bus Service.

6. WDRP Employees shall not be provided with any collective agreement benefits unless specifically provided for as follows:

   a. A WDRP Employee will be paid at the wage step in which they enter the program and will be eligible for all wage increments and negotiated wage increases.

   b. Classification benefits (premiums and payments) will be paid on a pro-rated basis based on hours worked.

   c. A WDRP Employee will be entitled to three (3) weeks of unpaid vacation each calendar year and will receive a pay in lieu of vacation at the rate of 6% per biweekly earnings.

   d. Extended Health Benefits are employee paid as per Article 7 a).

ATU: AC
City:

e. Dental Benefits will be Employer paid at 50% of the benefit provided to a full time employee as outlined in Article 7 b).

f. Vision Benefits will be Employer paid at 50% of the benefit provided to a full time employee as outlined in Article 7 c).

7. WDRP Employees will maintain their own seniority list based on when they enter the program subject to the following:

   a. Employees entering the plan on the same day will have their seniority based on that which was already established prior to retirement.

   b. Employees participating in the plan will not participate in regular sign up and will not fall into the regular or spare board day off systems.

   c. Employees must be available to work a minimum of two (2) working days each week. The Wind Down must provide their availability to the City in writing prior to entering the plan and provide a thirty (30) days minimum notice prior to changing their availability.

   d. All work will be booked in accordance with their established seniority.

8. WDRP Employees in the plan will supply their initial uniforms. Sufficient additional uniform items will be provided as necessary to ensure a professional appearance is maintained.

9. All WDRP Employees in the plan will be members of Amalgamated Transit Union Local 1505 and will pay dues in accordance with local by laws.

10. The Union and City agree to this concept in a cooperative spirit and further agree to meet and discuss any issues that may arise during the term of this Agreement in an effort to resolve the same. During the life of this collective agreement the Parties may reach agreement to amend this letter of understanding.

11. Either party may terminate this agreement by giving to the other party not less than ninety (90) days' notice in writing of its intention to do so. Where the LOU is terminated by either party, the City shall provide WDRP Employee with (30) thirty days' notice of layoff.

12. This Letter of Understanding shall terminate when the collective agreement expires.

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

Letter of Understanding
Between:

The City of Winnipeg
And
The Amalgamated Transit Union

Re: Reciprocal Shift Trade Program

The Union recognizes that it is the City's management right to offer a Reciprocal Shift Trade Program (the "Program") to bus operators. The Union further recognizes that the City may amend this Program from time to time at its sole discretion. In doing so, the City will exercise this management right in a fair and reasonable manner. To that end, the City will consult with the Union prior to implementing any change(s) to the Program. The City will continue to publish the Program in the bus operator's manual.

The City will commit to having a Reciprocal Shift Trade Program for the life of this collective agreement.

Notwithstanding the overtime and the hours of work provisions contained within this collective agreement and subject to the rules outlined in the Program, the City may authorize any two (2) bus operators, who have already signed into a day off group, to reciprocally trade shifts. Each Bus Operator will only be paid for the work performed on the day of the trade including any overtime incurred that day. [2019]

Agreed this 19th day of September 2019.

For the ATU

A. Chaudhary

Aleem Chaudhary
President, Local 1505
ATU

For the City of Winnipeg

John H. Dawson
Manager, Labour Relations
City of Winnipeg

ATU: AC
City:

APPENDIX 2

NEW Article 6-11

The Parties agree to the following changes:

LOU # G2 from 2015 – 2019 Collective Agreement be inserted into the collective agreement as Article 6-11.

METHOD OF CALCULATING DEBITS FROM CREDITS ACCUMULATED IN THE SICKNESS AND ACCIDENT SEVERANCE PLAN

The method of calculating debits from credits accumulated in the Sickness and Accident Severance Plan from January 1, 1974 to December 31, 1984, be in accordance with the following formula:

PAID DAYS ABSENT PER CLAIM	DAYS DEDUCTED
One (1) Week	Five (5) Days
Six (6) Days	Five (5) Days
Five (5) Days	Five (5) Days
Four (4) Days	Four (4) Days
Three (3) Days	Three (3) Days
Two (2) Days	Two (2) Days
Once (1) Day	One (1) Day

If the claim exceeds one (1) week, the above repeats

Date: January 11, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

Employer Counter Proposal Article 3

Presented on January 11, 2019 at 11:00 AM

ARTICLE 3 – GENDER TERMINOLOGY

Original Language - ~~*Where, in any provision of this Agreement, a reference is made to his, him, he, man or other "male" terminology, it shall also be read as a reference to her, she, woman or other appropriate "feminine" terminology. Where this Collective Agreement makes reference to "Spouse" it shall be deemed to include same sex spouses and legally registered same sex partners.*~~

NEW - Plural Terms whenever the singular is used in this agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

Whenever a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex, including two-spirited, intersexed, transgendered and transsexual persons shall be deemed to be included. [2019]

Under Definitions we would also put:

New Definition – REPLACE PLURAL OR FEMINIINE:

Plural Terms whenever the singular is used in this agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

Whenever a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex, including two-spirited, intersexed, transgendered and transsexual persons shall be deemed to be included. [2019]

Parties agreed to the above approved on January 11, 2019

A Chaudhary

Aleem Chaudhary

Robert Kirby

NEW Article 17 - Grievances

The Parties agree to the following changes:

ARTICLE 17 – GRIEVANCES

17-1 Should any employee to this Agreement believe he/she has been unjustly dealt with or that any provisions of the Agreement have been violated, he/she may proceed with his/her grievance in the following manner:

Step 1

Within ten (10) working days of the occurrence in question or the consequences of the event in question the employee(s) may, with the assistance of a representative of the Union, if **they** so desire, take up the matter with the appropriate **Superintendent or designate** in the Section within which the employee works.

The parties will discussion and/or resolution of the grievance at this stage shall be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Union and the City. To that end, the **Superintendent or designate** shall render a verbal or written decision within ten (10) working days of such consultation. **[2019]**

Step 2

Failing satisfactory settlement in Step 1, the grievance shall be reduced to writing, outlining the particulars of the grievance, the Clauses of the Agreement allegedly violated and the redress sought. The Union may, within ten (10) working days, submit the matter to the appropriate Manager **with a copy sent to Corporate LR at labourrelations@winnipeg.ca** and the matter shall be considered by the Union's Grievance Committee and such persons as may be appointed by the Manager and a decision shall be rendered within a further ten (10) working days. **[2019]**

*** At the Step 2 meeting the parties agree to disclose the facts and evidence relied upon to support the parties' respective position.**

Step 3

Failing satisfactory settlement being reached in Step 2, the Union may, within ten (10) working days of the decision, appeal the decision of the Manager to the Director of Transit for a decision within ten (10) working days.

~~**Step 4**~~

~~Failing satisfactory resolve of any grievance at the level of the Director of Transit, the Union may, within thirty (30) working days from the date of the decision of the Director of Transit, refer the grievance to arbitration.~~

Step 4-1 Grievance Mediation

Failing satisfactory resolve of the grievance at Step 3 either party may request voluntary grievance mediation. The parties agree the following shall represent the terms of this mediation process:

a) The request must be made prior to the expiration of the time limits in Article 17- Step 3.

b) The Parties must mutually agree on the choice of a mediator.

c) The parties agree to waive, extend or suspend all time provisions contained in the grievance procedure in the Collective Agreement, with respect to the last step referring to arbitration.

d) Any discussions or recommendations by the parties are without prejudice and without precedent to any further proceedings and the mediator is not a compellable witness.

e) Unless previously agreed upon in writing by the Union and the Employer, the Mediator will not make written recommendations and does not have the jurisdiction to bind the Union and Employer to any recommendations.

f) The parties understand the mediation meetings are not hearings and therefore are not formal.

g) The Grievor will be advised by the Union of the date and place of this grievance mediation, and will be invited to attend.

h) Each party shall pay one-half of the fees and expenses of the Mediator if there is a cost associated.

i) Either party shall be able to cancel mediations prior to booking in circumstances that may exceed expected timelines. [2019]

NEW Step 4-2

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a) In the event the grievance is referred to mediation under Step 4-1 with ~~fourteen~~ working days from the date either party concludes the mediation process in writing, the Union may refer the grievance to arbitration. [2019]

b) In the event the grievance is not referred to mediation the Union may refer the grievance to arbitration with thirty (30) working days from the date of decision of the Director of Transit. [2019]

17-2 The Union may originate a policy grievance on behalf of an employee or a group of employees, with respect to any matter of dispute which affects the general membership of the Union, and to seek adjustment with the City in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2 of the grievance procedure with the appropriate Manager(s).

17-3 If, after investigation, such employee is found not guilty of sufficient cause to warrant discharge or suspension, he/she shall be reinstated in his/her former position and paid for all time lost.

17-4 **In the case of a Departmental decision to terminate an employee of the bargaining unit, the parties agree that the grievance can bypass all steps and advanced to Step 4 of the grievance procedure. [2019]**

17-5 **It is agreed that the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure and all steps thereof and within the applicable time limits set out. Time limits can be extended by mutual agreement of the parties in writing at all steps of the grievance and arbitration steps outlined in the collective agreement. If either party fails to comply with the applicable stages and time limits set out, the grievance may proceed according to the required time limits to the next succeeding step of the grievance procedure. [2019]**

17-6 **Arbitration**

a) When either party requests a matter be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement. With a copy to corporate labour relations at labourrelations@winnipeg.ca.

b) Arbitration shall consist of a single arbitrator.

c) In the event either party does not agree to a single arbitrator, or in the event the two (2) parties are unable to agree on an individual to serve as a single arbitrator, a three (3) person Board of Arbitration shall be established to deal with the question. One (1) member shall be appointed by the Union, one (1) by the City and the third, who shall be Chairman, by agreement of the two (2) appointees. Where the party receiving the notice fails, within twenty-one (21) days, to appoint a member of the Arbitration Board, or where the two (2) appointees of the parties fail, within fourteen (14) days, to agree on the appointment of a third member of the Arbitration Board, the Minister of Labour, upon the request of a party to the Agreement shall appoint a member on behalf of a party failing to make an appointment or shall appoint the third member as the case may be, or where the case requires, shall appoint both. The decision or award of any two (2) arbitrators shall be final. Such award shall be made within thirty (30) days of the date of the hearing.

d) The expenses and compensation of the arbitrator selected by each party shall be borne by the respective party, and the expenses and compensation of the Chairman of the Board of Arbitration shall be borne equally between the parties.

Date: February 21, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

New Article

JOB CLASSIFICATION AND RECLASSIFICATION

The Parties agree to the following new article to be added to the collective agreement:

"The employer shall prepare a new job description when the duties of any job are changed or increased substantially, or where a new job is created or established. The employer will determine the specific duties and responsibilities of jobs and minimum qualifications deemed necessary to perform the same. When such occurs, the rate shall be determined using the Employers Compensation and Classification Job Evaluation process. Failure of the Union to agree will result in the matter being referred to arbitration in accordance with the provisions of this collective agreement. The final rate and conditions established will be retroactive to the date of the job evaluation."

Date: March 4, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

New Article 2

EMPLOYEE PERSONNEL FILE

The Parties agree to the following new article to be added to the collective agreement:

Union Proposal:

"Employees may see their personal file in the presence of a Management Representative and at a time that is mutually agreeable.

~~**Disciplinary documents on the employee's file shall be removed two (2) years from the date of issue, exept in cases of where such documents are part of a cumulative record or in circumstances where suspension of ten days or longer is imposed. In the latter cases, such documentation will be retained on the employee's files for five (5) years from the date of issue."**~~

EMPLOYER COUNTER PROPOSAL:

"Employees may see their **personnel** file in the presence of a Management Representative and at a time that is mutually agreeable.

a) **Any record of discipline shall not be relied upon by the employer after twenty-four (24) months from the date of occurrence provided that no further disciplinary action has been recorded during this period. [2019]**
b) **If, during the aforementioned period of twenty-four (24) months, the employee is absent from the workplace for any reason, expect vacation, for a period in excess of thirty consecutive calendar days, the twenty-four (24) month period will be extended for an additional period equal to the length of the absences. [2019]**
c) **Notwithstanding the above, the record of confirmed instances of work related assault and sexual harassment that an employee has been disciplined for shall remain on an employee's file for five (5) years from the date of issue. In addition, any criminal conviction which has an impact on the ability of the employee to carry out his duties shall remain on the file for five (5) years."[2019]**

Date: March 4, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

NEW Article 9-11

COUNTER OFFER

UNION DECALS

The Parties agree to the following changes:

"The union will provide and install decals on all Winnipeg Transit Buses Operated or Maintained by ATU members stating, "This vehicle is operated and maintained by ATU members. The union has submitted a sample of the decal and size, which is attached to this counter offer. Should the decal change in time, it must first be approved by the Director of Transit who will identify the location on the outside of the bus before being applied to any bus."

Date: March 13, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

REPRESENTS WHAT WILL BE ON THE DECAL PLUS LOCAL 1505"

MAR 13/19

AC



NEW Article 3-10

Dispatch COUNTER OFFER

The Parties agree to the following changes:

"Dispatch will have sign-up for their work four times per year. All permanent shifts will be chosen in preference by classification seniority and the remainder of the shifts will be picked as Spare Dispatchers. Spare Dispatchers must be available for all shifts barring any limitations or restrictions during a documented accommodation. The union will be informed of the sign-up date should they wish to attend and the completed sign-up will be furnished to the union office."

Date: March 13, 2019

A. Chaudhary

John Callahan / Aleem Chaudhary

Robert Kirby

REVISED ARTICLE 1-4 SECTION 2

The Parties agree to the following changes:

1-4 Bus Operators will be assigned to the Spare Operator's Day Off Group System immediately upon completion of their instruction crews. **For the further training of new employees after the completion of their preliminary training, Trainee Bus Operators will be booked ahead in seniority for a period of twenty (20) working days. These trainees will be split evenly between day and night work. During this period, special crews, crews with change off shifts and work buses will be avoided [2019]**

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

NEW Article 5-1 (a)

UNION SECURITY

The Parties agree to the following changes:

5-1 a) The Union shall furnish to the City annually and as changes are made, a list of the officers and Shop Stewards of the Union before the Employer will recognize them as such.

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

NEW Article 6-4

The Parties agree to the following changes:

6-4 TRANSIT HEALTH RECOVERY/RETURN TO WORK COMMITTEE

A Transit Health Recovery/Return to Work Committee shall be comprised of two (2) members appointed by Management, and two (2) members appointed by the Union, and the Return to Work Coordinator. This Committee will meet a minimum of once per month or otherwise agreed upon to discuss issues related to the Health Recovery Plan and the Return to Work process.

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

NEW ARTICLE 14-2

The Parties agree to the following changes:

NEW 14-2 An employee leaving the service of the City for any cause, shall, upon request, be furnished with a confirmation of employment as to length of service, position and time period while in the City's service.[2019]

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

REVISED ARTICLE 1, SECTION 3

The Parties agree to the following changes:

ARTICLE 1 – HOURS OF WORK AND OVERTIME PAY

1-1 Seven and one half (7½) hours shall constitute a day's work, and thirty-seven and one half (37½) hours shall constitute a week's work, except for variations required by change of shifts or as mutually agreed.

The hours of work shall be ~~**seven and one half (7½) hours for Farebox Handlers and**~~ seven and one quarter (7¼) hours for Downtown Service Clerks; including fifteen (15) minutes taking over time and fifteen (15) minutes balancing time. Downtown Service Clerks ~~**and Farebox Handlers**~~ shall work a five (5) day week, with two (2) consecutive days off, where possible. **[2019]**

1-13 All overtime worked shall be rotated among employees who are qualified to do the necessary work and who desire same, as far as ~~**possible**~~ **practical**. **[2019]**

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

REVISED ARTICLE 4, SECTION 2

The Parties agree to the following changes:

ARTICLE 4 – PROMOTION

If an employee who has ~~**three (3)**~~ **two (2)** years of service as a Bus Operator is promoted to the position of Assistant Timekeeper, Timekeeper, Supervisor, or Instructor, he/she shall, if promoted immediately after he/she has been operating as a Bus Operator, retain his/her seniority rights, but such seniority rights shall not be exercised until the next regular sign up after the employee has reverted to the position of Bus Operator. ~~This Clause will apply only to employees promoted prior to October 21, 1986.~~ **[2019]**

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

REVISED ARTICLE 18-8

The Parties agree to the following changes:

18-8 Maternity Leave

PLAN A

c) The Maternity Leave granted shall commence no earlier than ~~fourteen (14)~~ **seventeen (17)** weeks preceding the estimated date of delivery and shall terminate no later than twenty (20) weeks following the actual date of delivery. **[2019]**

PLAN B

d) provide the City with proof that she has applied for Employment Insurance benefits and that Human Resource Development Canada (the HRDC) has agreed that she has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act, ~~1997~~. **2005.** **[2019]**

18-8(4) During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave Allowance in accordance with Plan B as follows:

a) **for the first ~~two (2)~~ weeks (to comply with new Employment Insurance regulations)** an employee shall receive ninety-three percent (93%) of her weekly rate of pay (based on a thirty-seven and one half [37½] hour work week for Bus Operators); **[2019]**

1. for up to a maximum of ~~fifteen (15)~~ **sixteen (16)** additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay (based on a thirty-seven and one half [37½] hour work week for Bus Operators); **[2019]**

18-8(8) Parental Leave

a) The City will grant an **unpaid** leave of absence not to exceed ~~fifty-two (52)~~ **sixty-three (63)** continuous weeks to any employee who has completed ~~twelve (12)~~ **seven (7)** months of service with the City for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to their Department Head for Parental Leave at least four (4) weeks before the day

on which leave is intended to commence except in the case of an employee intending to take Maternity Leave in which case the employee shall submit their application for Parental Leave at the same time as their application for Maternity Leave. **[2019]**

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

LETTER OF UNDERSTANDING

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

PROMOTING MECHANIC HELPERS TO TRUCK/TRANSPORT APRENTICESHIP

The City of Winnipeg and Amalgamated Transit Union Local 1505, agree to a pilot program allowing Mechanic Helpers (classification 8163), within the Plant and Equipment Division, to apply for the Truck/Transport Apprentice Mechanic position.

Mechanic Helpers interested in applying to become a Truck/Transport Apprentice Mechanic must apply to an internal posting and will be selected based on all of the following;

- the qualifications within the posting,
- a minimum of 2 years' experience within the Mechanic's Helper classification, or equivalent experience.
- a Supervisors positive evaluation and recommendation
- a testing process which includes written and practical tests, and;
- an interview

The Employer will:

- consider relevant training as a Mechanic's Helper in the Plant and Equipment Division in-lieu of level 1 certification completion that is required before starting an apprenticeship
- perform progress evaluations during the apprenticeship
- schedule technical training within one (1) year from date of hire into Truck/Transport Apprentice position
- Wages will be in accordance with the apprenticeship program in the collective agreement.
- Pay the off-site technical educational training upon completion of the first level of technical training that is paid by the employee.



The successful applicant will be required to;

- will start the program with zero hours
- enter into an agreement, with Apprenticeship Manitoba and the Employer, for the Truck/Transport Mechanic apprenticeship program
- enter into an agreement with the Employer in accordance with article 8-7, Section 3 of the collective agreement.

Either party has the ability to escape from the Letter of Understanding with ninety (90) days written notice to the other party.

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

NEW Article 9-2 Section 2

COUNTER OFFER

FRONT AREA OF BUSES

The Parties agree to the following changes:

"A line of contrasting colour shall be placed on the floor ~~ceiling~~ of all buses at or near the rear stanchion behind the driver's compartment. ~~and the stanchion at the rear of the inner corner of the front stepwell extended downward at the rearmost corner of the Operator's compartment to the floor.~~ ***It is the operator's responsibility to encourage passengers to move toward the rear of the bus to clear the yellow line, using the P.A. when necessary. If a passenger does not comply, pull over to a safe location and encourage the passengers to move to the back of the bus. Failing compliance to clear the yellow line, contact the Control Centre. If the passenger complies with your request, carry on in service."***

~~Operator shall have full and sole control over the number of passengers allowed to stand ahead of this line.~~

The following sign shall be placed at the front of each bus, "**As per the Highway Traffic Act, the Operator must have a clear view. Please remain behind the yellow line while the bus is in motion**".

It is the responsibility of every Operator to encourage passengers to move towards the rear of the bus.

Date: March 18, 2019

A. Chaudhary.

John Callahan / Aleem Chaudhary

Robert Kirby

COW COUNTER NEW ARTICLE 23

ASSAULT, INJURY AND WORKPLACE VIOLENCE REPORTING

Countered on March 4, 2019 at 8:15 pm

The Parties agree to the following changes:

ARTICLE 23

23-1 ***The Union and the City are committed to establishing and continuously improving the communication of members on the sick list to the ATU Union office. Accuracy of dates is of the utmost importance and changes of status issues need to be addressed without delay.***

23-2 ***The Workplace Safety & Health committee co-chairs will be made aware of all notice of injury reports with respect to the committee they are on. All serious incidents as identified by the Manitoba Workplace Safety and Health Act and Regulations, will be investigated by the respective co-chairs and/or designate***

23-3 ***The ATU Office will be provided with copies of written Operator Incident Reports related to violence.***

23-4 ***Management Court Advocate will communicate to the ATU Office known court dates of all incidents where an ATU member is required to attend court by way of subpoena as a result of their employment***

23-5 **Assault Review Committee (A.R.C.)**

The Assault Review Committee will review all assaults involving all Winnipeg Transit ATU employees. The committee will consist of 3 members:
1. Independent Law Enforcement contractor (retired WPS or RCMP) as the chairperson
2. One Amalgamated Transit Union representative and
3. One Winnipeg Transit Operations Division representative

The Chairperson will be appointed to the committee by mutual agreement. There will be no attempt by either Winnipeg Transit

Management or Amalgamated Transit Union officers to influence any decisions made by the Assault Review Committee.

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

COUNTER BY COW ARTICLE 18-1

Replaces old 18-1 & 18-2

The Parties agree to the following changes:

18-1 (NEW) (Combining 18-1 & 18-2)

a. **A permanent full-time employee, who has at least eighteen months of service with the Employer, may request unpaid personal leave of absence for compassionate or exceptional circumstances of up to thirty (30) calendar days when approved by the Director or their designate. The employee shall make a written application to the Employer with a copy to the Union. The leave of absence is at the sole discretion of the Employer.**

b. **An employee on approved for a leave of absence will be responsible to meet with Compensation and Benefits in advance to arrange post-dated cheques to cover both portions of the pension and benefits during their absence. Failure to do so will result in the ~~cancelation~~ suspension of benefits and pension contributions during the absence.**

c. **The leave of absence may be extended for additional periods of thirty (30) calendar days when approved by both the Director and Union in writing. Seniority shall accrue during the extension.**

d. ~~**If any employee on a leave of absence is engaged in gainful employment without prior written permission from both the Employer and the Union, the employee shall forfeit his or her seniority and the employee's name will be stricken from the seniority list. The individual will no longer be considered to be an employee of the City.**~~ Employees will not be granted leave to take other work or go into business for themselves.

e. **Employees on a leave of absence without pay will be require to pay minimum dues to their union. [2019]**

Date: March 18, 2019

John Callahan / Aleem Chaudhary

Robert Kirby

ARTICLE 8, Section 3

APPRENTICES

The Parties agree to the following changes:

8-1 An Apprentice shall be a person employed by the City who is being trained to qualify as Journeyman in the trade to which he/she is indentured.

8-2 The employment of Apprentices shall be subject to the rules relating to the trade under the Apprenticeship Act of Manitoba. Any other Apprentice who may be employed in a trade not designated under the Apprenticeship Act, this would be subject to agreement by both parties.**[2019]**

8-3 Upon completing his/her apprenticeship, an Apprentice shall be assigned a seniority date in the trades classification equivalent to their original date as an Apprentice. Seniority will be based on bargaining unit seniority, however, the Tradesperson seniority date will be adjusted in the event that an apprentice, by nature of exam failure or work performance, fails to complete the apprenticeship program by their anticipated completion date. The Tradesperson seniority date will be adjusted by the equivalent number of days that the apprentice takes to achieve Tradesperson status. **[2019]**

8-4 An Apprentice shall supply and pay for tools required for his/her trade.

8-5 Apprentices failing to pass the level 4 exam or who delay writing the exam may be bypassed for the next available and qualified apprentice. Those bypassed would also lose seniority over the apprentice bypassing them. This would not include delays to exam writing beyond their control and the department will make every effort to avoid unnecessarily delaying the ability for an apprentice to write an exam. **[2019]**

8-6 Upon completing his/her apprenticeship, the employee will attain Red Seal Tradesperson status and will be given all the rights and privileges thereof. **[2019]**

Date: March 18, 2019

A. Chaudhary

Aleem Chaudhary

Robert Kirby

ARTICLE 6-6

REHABILITATIVE EMPLOYMENT

The Parties agree to the following changes:

Employees must make themselves available for rehabilitative employment duties as soon as they are medically able. Should any disagreement arise as to whether any employee is medically able to perform regular, modified or alternate duties the matter will be referred to an independent medical authority agreed to between the parties.

An employee who is otherwise qualified to receive Sick Pay who is placed in an alternate regular positon of a classification that carries a lower rate of pay than his/her regular classification shall be entitled to utilize, upon request, Sick Pay credits in an amount equal to the difference between pre-disability earnings and the earnings received in the new rehabilitative position.

Date: March 18, 2019

A. Chaudhary.

Aleem Chaudhary

Robert Kirby

COW COUNTER NEW ARTICLE 9-11

CHRISTMAS EVE PAY

The Parties agree to the following changes:

"Employees who work on Christmas Eve that have work that finishes after 19:00 will be entitled to a compensation premium equal to an hour and a half (1 ½) of their regular rate paid at straight time. This only applies to employees who are actually working Christmas Eve."

This clause will be effective as of Christmas Eve, December 24, 2020.

Date: March 18, 2019

A. Chaudhary

Aleem Chaudhary

Robert Kirby

NEGOTIATED AGREEMENT

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

UNION ARTICLE 6-1(E) – EMPLOYERS 6-1(D)

6-1 ACCUMULATION OF CREDITS

"Health Recovery will not be accumulated while on leave of absence or long-term disability."

Date: April 16, 2019

Aleem Chaudhary

Robert Kirby

NEGOTIATED AGREEMENT

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

UNION ARTICLE 11-3 (PROMOTION)

NEW LAST PARAGRAPH

11-3 INCORPORATE LOU G9

If, during a trial period of six (6) months, an employee promoted from a lower class to a higher class proves unsatisfactory in the higher class, he/she shall revert to his/her previous position and resume his/her seniority in that class. In the event that any man/woman is deemed unsatisfactory during the six (6) month trial period, the City agrees to inform the Union and given them the opportunity to discuss its reasons before the employee reverts to his/her previous position.

A promoted or transferred employee shall have the right to return to his/her former position during the six (6) month trial period provided that he/she remains in his/her new position until such time as a suitable replacement is found.

An employee who exercises their right to return to their former position, during the six (6) month trial period will not be considered for promotion or transfer to that same classification for a period of two (2) years. The two (2) year period will commence at the start of the trial period following promotion or transfer. [2019]

Date: April 16, 2019

A. Chaudhary
Aleem Chaudhary

Robert Kirby

NEGOTIATED AGREEMENT

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

ARTICLE 4-4 SECTION 3

DELETE AND RENUMBER REMAINING ARTICLES:

~~4-4 Farebox Handlers shall be provided with one (1) Plant and Equipment style parka every two (2) years, two (2) pairs of uniform trousers and three (3) uniform shirts per year and, on a yearly basis, their choice of six (6) pairs of gloves stocked by Stores. In addition, Farebox Handlers will be provided initially with two (2) smocks and will be entitled to one (1) replacement smock per year thereafter. Employees will be responsible for the cleaning and maintenance of their smocks.~~

Date: April 16, 2019

A. Chaudhary
Aleem Chaudhary

Robert Kirby

NEGOTIATED AGREEMENT

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

ARTICLE 9-1 SECTION 3

DELETE AND RENUMBER REMAINING ARTICLES:

~~**9-1 From time to time the City may have an interest in recruiting Interprovincially Certified Journeyman Truck and Transport Mechanics to the Truck/Transport Mechanic classification included in the Collective Agreement.**~~

Date: April 16, 2019

A Chaudhary
Aleem Chaudhary

Robert Kirby

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: FURLOUGHS

The City commits that it will not pursue a strategy involving unilaterally imposed leaves of absence without pay (furloughs) with respect to employees represented by Amalgamated Transit Union, Local 1505 during the specified term of this Collective Agreement.

Agreed this Date: Apr. 26/19

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

DELETE

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

~~RE: EMERGENCY DAYCARE FACILITIES~~

~~Should the Union wish to engage in discussions regarding employer sponsored daycare facilities during the term of the Agreement, the parties agree to meet and discuss the Union generated proposal.~~

~~Agreed this Date: July 15, 2015~~

Parties agree to delete the existing LOU – G6

A Chaudhary
Aleem Chaudhary

Robert Kirby

APR. 26/19

DELETE

G7

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

~~**RE: RETURN TO WORK CASE MANAGEMENT**~~

~~Winnipeg Transit is concerned about the high utilization of sick leave absences which resulted in significant costs.~~

~~Winnipeg Transit wishes to work in partnership with the Amalgamated Transit Union during the term of the Agreement to develop and implement early intervention approaches to assist employees with confirmed medical conditions affecting their ability to attend work, to return to work on a timely and successful basis, and to reduce absenteeism in general.~~

~~Therefore it is agreed that an ATU Representative be designated responsibility for the return to work (RTW) case management processes and participate directly in the RTW case planning process with employees.~~

~~Agreed this Date: July 15, 2015~~

Parties agree to delete the existing LOU – G7

Aleem Chaudhary

Robert Kirby

Apr. 26/19

DELETE

G11

~~LETTER OF UNDERSTANDING~~

~~BETWEEN~~

~~THE CITY OF WINNIPEG AND~~

~~AMALGAMATED TRANSIT UNION, LOCAL 1505~~

~~RE: TRADE MARKET SURVEY~~

~~The City agrees to conduct a local trade market survey during the term of the Agreement with a goal of delivering a completed assessment by December 31, 2017. The results of the survey will be shared with the Union.~~

~~Agreed this Date: July 15, 2015~~

Parties agree to delete the existing LOU – G11

A Chaudhary

Aleem Chaudhary

Robert Kirby

Apr. 26/19

DELETE

O4

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: WORKING CONDITIONS COMMITTEE – BUS OPERATORS

The City of Winnipeg and Amalgamated Transit Union, Local 1505, agree to the formation of a Working Conditions Committee which will be comprised of up to six (6) members in total, consisting of up to three (3) members/representatives selected by the City and up to three (3) members/representatives selected by the Union.

The purpose of the Working Conditions Committee will be to discuss ways and means of improving working conditions for Bus Operators and improving operating efficiencies within the Transit service. To this end, the parties agree that Terms of Reference will be developed and finalized jointly by the parties within ninety (90) days of ratification which will provide direction to the Committee and guide the development of any recommendations.

The Committee will meet, on a periodic basis, throughout the term of the Collective Agreement. Mutually agreed recommendations of the Committee would be referred back to the respective parties for approval. Recommendations approved by both parties may be implemented by the parties, notwithstanding that such recommendations may not strictly conform with the requirements of the current Collective Agreement.

The first meeting of the Committee shall be convened within forty-five (45) days of the date of this Agreement and subsequently convened every two (2) months or more frequently as required.

Agreed this Date: July 15, 2015 APR. 26/19

Parties agree to delete the existing LOU – 04

A. Chaudhary
Aleem Chaudhary

Robert Kirby

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: ENCOURAGEMENT OF TRANSIT SERVICE IN BOTH OFFICIAL LANGUAGES – RIEL COMMUNITY

The City of Winnipeg and Amalgamated Transit Union, Local 1505, mutually agree to encourage the provision of service to transit passengers in both official languages – English and French within the Riel Community Committee area.

To this end, the parties agree to make their best efforts to encourage bilingual Bus Operators to sign up for bus runs operating within the designated area of the Riel Community Committee area.

Agreed this Date: APR. 26/19

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

DELETE

O8

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

~~RE: CREW SPECIFICATIONS~~

~~During the term of the Agreement, the parties agree that the Working Conditions Committee will meet within ninety (90) days of ratification and continue to investigate options and make recommendations for crew adjustments and day off systems for Bus Operators with a deadline of **December 31, 2015** or a later date if agreed by both parties.~~

~~It is agreed that any resulting recommendations approved by both parties can be implemented during the term of the Agreement.~~

~~Agreed this Date: July 15, 2015~~

Parties agree to delete the existing LOU – O8

A. Chaudhary

Aleem Chaudhary

Robert Kirby

Apr. 26/19

DELETE

O10

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

~~RE: CONVENIENCE FOR OPERATORS~~

~~The parties agree that during the term of this Agreement the Working Conditions Committee will undertake a review to identify and prioritize the areas where convenience for Bus Operators is a concern.~~

~~The Committee will work to identify solutions to areas deemed a high priority such as the use and condition of washroom facilities.~~

~~Agreed this Date: July 15, 2015~~

Parties agree to delete the existing LOU – O10

A. Chaudhary

Aleem Chaudhary

Robert Kirby

Apr. 26/19

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: MAINTENANCE WORKERS

A separate seniority list for Maintenance Workers will be established and maintained. Employees hired to perform the work of a General Helper, General Helper – Facilities Maintenance, Bus Servicer or Labourer will be placed on this list and will be paid in accordance with the salary schedule for Maintenance Worker. Employees on the list may be called upon to do any of the work previously described and may be placed in temporary vacancies in other classifications in the Plant and Equipment Division pending the bulletining of those vacancies on either a permanent or temporary basis.

Employees on the Maintenance Worker Seniority List will not be assigned to any specific Subsection in the Plant and Equipment Division. When applications are considered for permanent or temporary vacancies bulletined in the section, employees on the Maintenance Workers List will be deemed "employees working in the Plant and Equipment Division who have no established seniority in any classification", as per the terms and conditions of Article 11 – Promotion, in the Agreement.

The following wording will be included on bulletins for temporary vacancies in the classifications of General Helper, General Helper – Facilities Maintenance, Bus Servicer and Labourer to indicate that the successful applicant to the temporary vacancy will be appointed automatically under the conditions stated to the next permanent vacancy which occurs in the classification:

This position is bulletined as temporary pending return of the incumbent. The successful applicant will be appointed to a permanent position in this classification if such vacancy occurs while the successful applicant is working in the temporary position.

Agreed this Date: APR. 26/19

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: PLANT AND EQUIPMENT WORKING CONDITIONS COMMITTEE

The City of Winnipeg and Amalgamated Transit Union, Local 1505, agree to the formation of a Plant and Equipment Division Working Conditions Committee, the purpose of which will be to discuss ways and means of improving working conditions for Plant and Equipment employees and improving operating efficiencies within the Plant and Equipment Division. The parties are committed to exploring both short term and long term solutions to address problems.

The Committee shall consist of up to five (5) ATU members and up to five (5) City of Winnipeg Management employees. At any point in time when deemed necessary by the Committee, additional ATU members or Management employees may be added to provide specialized expertise or consultation when dealing with an issue.

The parties recognize that this Letter of Understanding does not diminish nor add to either's rights or responsibilities as they may already exist under the Collective Agreement.

Agreed this Date: APR. 26/19

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

DELETE

P5

~~LETTER OF UNDERSTANDING~~

~~BETWEEN~~

~~THE CITY OF WINNIPEG AND~~

~~AMALGAMATED TRANSIT UNION, LOCAL 1505~~

~~RE: UTILITY WORKER LINE OF PROGRESSION~~

~~The parties agree that there is merit to further consideration of the Union proposal for a new Utility Worker line of progression with the Plant and Equipment Division.~~

~~A committee will be formed to review which classifications are affected, appropriate rates of pay and the structure of the progression. The Committee will consist of Transit representatives, ATU representatives and Corporate Support Services.~~

~~Agreed this Date: July 15, 2015~~

Parties agree to delete the existing LOU – P5

A. Chaudhary

Aleem Chaudhary

Robert Kirby

Apr. 26/19

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: APPRENTICES

The terms of the Collective Agreement remain in full force and effect except as amended herein:

1. The City may establish Apprentices for the following established classifications: Industrial Welder, Painter, Machinist, Industrial Mechanic, Industrial Electrician, Carpenter and Body Repairer.

2. The rates of pay for Apprentice classifications will be pro-rated based on the top step of the related journeyperson classification. The steps will be as follows:

Milestones - 4 Year Apprenticeship	Percentage of Journey Rate
Commencement of Level 1	60%
Successful completion of Level 1 Technical Training and Practical Experience*	65%
After 6 Months	70%
Successful completion of Level 2 Technical Training and Practical Experience*	75%
After 6 Months	80%
Successful completion of Level 3 Technical Training and Practical Experience*	85%
After 6 Months	90%

*As defined by the Apprenticeship and Certification Act

Milestones - 3 Year Apprenticeship	Percentage of Journey Rate
Commencement of Level 1	70%
Successful completion of Level 1 Technical Training and Practical Experience*	75%
After 6 Months	80%
Successful completion of Level 2 Technical Training and Practical Experience*	85%
After 6 Months	90%

*As defined by the Apprenticeship and Certification Act

3. In the event that the Department withholds the employee from attending Technical training, the Department may elect to progress the employee to the step that they would have attained if they attended the training. The employee will remain at the step until such time as their training and experience progresses them to the next step.

4. The rate of pay and progression for the Truck/Transport Mechanic Apprentice will remain as outlined in the Collective Agreement.

5. **The Employer will pay the off-site technical educational training program upon completion of the first level of technical training that is paid by the employee. [2019]**

Agreed this Date: Apr. 26/19

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

NEGOTIATED AGREEMENT

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

ARTICLE 9-2 & 9-3 SECTION 3

PROPOSE TO AMALGAMATE 9-2 & 9-3 SECTION 3:

NEW 9-1 Interprovincial Certified Journeyman Truck and Transport Mechanics hired by the City shall be required to successfully complete a training program in the Mechanic Classification **of up to two (2) years, but not less than six (6) months**, prior to qualifying for full status in the Truck/Transport Mechanic classification. Upon completion of the program, the mechanic will achieve full status in the Truck/Transport Mechanic classification and shall be assigned a seniority date in the Truck/Transport Mechanic classification equivalent to their original hire date as a Mechanic.**[2019]**

Date: April 26, 2019

A. Chaudhary
Aleem Chaudhary

Robert Kirby

Counter Proposal

Tabled April 26, 2019

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

REVISED CITY OFFER – ARTICLE 10-3

ARTICLE 10 – PROBATION & SENIORITY

NEW 10-3 When two or more employees have the same seniority date, the names will be placed on the seniority list(s), in order of the lowest last three digits of their social insurance number. If by chance, that two or more have identical last three digits, the fourth digit will be used. [2019]

Date: APRIL 26/19, 2019

A Chaudhary
Aleem Chaudhary

Robert Kirby

Counter Proposal

Tabled April 26, 2019

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

REVISED CITY OFFER – ARTICLE 1-2 (A) – SECTION 2

ARTICLE 1 HOURS OF WORK

1-2 Guaranteed Wage Payments to Spare Operators

a) Spare Operators will be paid ***fifty percent (50%) of*** the applicable hourly rate **but not less than the minimum wage rate set by the Province of Manitoba** for all time spent on report. The City guarantees each Spare Operator seventy-five (75) hours pay based on the appropriate regular Bus Operator rate for each two (2) week pay period provided he/she reports for work at his/her assigned time five (5) days a week and carries out the duties assigned to him/her. This guarantee includes platform time, reporting and putting away time, and all other time paid for including the payment for time spent on report. **[2019]**

Date: APRIL 26/19, 2019

A Chaudhary
Aleem Chaudhary

Robert Kirby

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: UNIFORM/CLOTHING COMMITTEE

The City of Winnipeg and the Amalgamated Transit Union, Local 1505, agree to the formation of a Uniform/Clothing Committee which will be comprised of no more than four (4) members in total, consisting of no more than two (2) representatives selected by the City and no more than two (2) representatives selected by the Union.

The Committee will communicate with Operations and Plant and Equipment employees regarding uniforms/clothing and will meet as required to discuss issues regarding uniforms and clothing including quality, workmanship and construction.

Mutually agreed recommendations of the Committee that do not result in any significant increase in costs, will be referred back to the respective parties for approval.

Recommendations approved by both parties may be implemented, notwithstanding that such recommendations may not strictly conform to the requirements of the current Collective Agreement.

Agreed this Date: APRIL 26/19

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

Counter Proposal

Verbally Tabled April 26, 2019

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

UNION ARTICLE 3-2, SECTION 2 (SIGN UP)

Section 2, Article 3-2

3-2 All crews, including change-off ~~men/women~~ **employees** and relief ~~men/women~~ **employees**, will be posted for selection according to seniority of Bus Operators at least four (4) times per year. Five (5) days before a schedule general change is to be signed, it is to be posted ~~on the sign up board~~ online ~~and with~~ a general message to be sent ~~will be placed in Intraop~~ advising operator's that crews are available to be viewed. A copy of the crews and relief points ~~and the~~ **bulletin** will be furnished to and kept by the Union. **[2019]**

Date: MAY/03. 2019, 2019

A. Chaudhary
Aleem Chaudhary

Robert Kirby

Counter Proposal

Between:

The City of Winnipeg

And

The Amalgamated Transit Union

RE: Bus Equipment LOU G1

The City and the Union agree to develop a working group for the purpose of discussing bus modifications. The working group will meet prior to the bus specification component of the RFP, and within thirty ***(30)*** days after the arrival of the most recent purchase, to review new technologies, ergonomics, and safety features of each purchase. It is understood that the City shall be the final authority with respect to the details of the specifications.

The City and the Union agree that information, collected from buses designated to develop and test innovations in the industry, will be provided as feedback to the working group.

Date: May 7, 2019

Aleem Chaudhary

Robert Kirby

Counter Proposal

Between:

The City of Winnipeg

And

The Amalgamated Transit Union

COW New Article 8xx LTD Vacation

NEW ARTICLE 8-xx

Employees who are in receipt of Long Term Disability benefits for greater than two years and are not engaged in a return to work ***plan***, will ***be notified that they can*** have their vacation entitlement cashed out on the first pay period, ***at the rate earned, following the above mentioned two (2) year period. Should an employee still be in receipt of Long Term Disability benefits after five (5) years vacation payout will be mandated as described in this article.*** Should an employee wish, they can notify the Employer prior to the payout to have their vacation paid out at the rate earned as a top-up of 10% above their LTD until it is completely exhausted. ***[2019]***

Date: May 6, 2019

A. Chaudhary

Aleem Chaudhary

Robert Kirby

Counter Proposal

Between:

The City of Winnipeg

And

The Amalgamated Transit Union

Article 8-1 Payment In Lieu of Rest Breaks

d) An employee shall be deemed to have earned ~~his/her~~ ***their*** payment in lieu of rest break for any given day if ~~he/she~~ ***they have*** worked ***in a bus operator classification*** three (3) hours or greater on that day or alternatively if ~~he/she~~ ***they have*** satisfied the conditions of ~~his/her~~ ***their*** guarantee.

Date: May 6, 2019

A. Chaudhary

Aleem Chaudhary

Robert Kirby

Counter Proposal

Tabled April 26, 2019

BETWEEN:

THE CITY OF WINNIPEG

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

REVISED CITY OFFER – ARTICLE 10

ARTICLE 10 – PROBATION & SENIORITY (New Title) [2019]

10-1 All persons engaged by the City will be temporary employees on probation until they establish seniority, as hereinafter provided. Seniority will be established when an employee completes six (6) months of continuous service, or eight (8) months in a twelve (12) month period, in any one (1) classification and the seniority date will be the date of entry into the classification subsequent to which seniority is established on either basis. Any employee engaged on construction work or other work where the employment is of a temporary nature, will remain a temporary employee and will not establish seniority. Nothing in any section of this Agreement shall restrict the right of the City to release a probationary employee from service.

10-2 **New employees in the operations division will be on probation during their preliminary training. Their probation periods, as outlined in 10-1 above, will commence upon completion of the preliminary training program. Notwithstanding this, their seniority will be applied as of their first day of employment. In cases where the employee is likely to be unsuccessful during the probation, the employer and the union may agree to extend probation up to an additional three (3) months to a total maximum of twelve (12) months from the date of hire. [2019]**

10-3 An employee who establishes seniority in a classification, voluntarily leaves that classification and subsequently re-enters that classification as the successful applicant to a bulletin for a permanent or temporary position, will have his/her seniority back dated on the basis of credits for calendar years, months and days worked in the position subsequent to first having established seniority. Credits will be applied to the most recent date of re-entry into the classification.

Date: May 6, , 2019

A. Chaudhary
Aleem Chaudhary

Robert Kirby