THE CITY OF WINNIPEG

AND

AMALGAMATED TRANSIT UNION – LOCAL 1505

COLLECTIVE AGREEMENT

Effective January 18, 2015 to January 12, 2019

INDEX
SECTION 1 – GENERAL ARTICLES

ARTICLE		PAGE
12	Bulletining Vacancies	18
29	Civil Liability	32
25	Collective Agreement Joint Negotiations – Pay	30
28	Criminal Liability	31
1	**Duration of Agreement**	**6**
2	Employee File	7
3	Gender Terminology	7
17	Grievances	19
30	**Group Life Insurance Plan**	**32**
9	Holidays to be Observed	15
23	Interview Pay	29
18	**Leave of Absence**	**21**
21	**Licenses**	**28**
26	Long Service Pay	30
4	Management Rights	7
14	Notice of Resignation and References	19
22	Occurrence Report Pay	29
31	Pension Plan	33
11	Promotion	17
13	Reduction of Staff Through Lay Off	18
27	Respectful Workplace	30
10	Seniority	17
16	Senior Labour Management Committee	19
6	**Sick Pay Plan**	**8**
7	**Supplemental Health Plans**	**12**
15	Technological Change	19
20	Time of Paying Wages	28
19	Transportation	28
5	Union Security	7
8	Vacations	13
24	Workers' Compensation	29

INDEX - 2

SECTION 2 – BUS OPERATOR ARTICLES

ARTICLE		PAGE
7	Crew Specifications	38
1	Hours of Work	34
5	**Instruction**	**36**
9	Miscellaneous	42
2	Overtime Pay	35
4	Promotion	36
3	Seniority and Sign-Up	35
8	**Special Payments**	**40**
6	**Uniforms**	**37**

SECTION 3 – PLANT AND EQUIPMENT ARTICLES

ARTICLE		PAGE
8	**Apprentices**	**48**
4	Clothing	45
9	**Interprovincially Certified Journeyman Truck and Transport Mechanic Recruitment**	**49**
1	Hours of Work and Overtime Pay	44
7	Plant and Equipment Classifications	48
2	**Night and Afternoon Shift Premium**	**45**
3	**Sign Ups**	**45**
5	**Tool Allowance**	**46**
6	Training Program	47

WAGES

Wages 2015 to 2019 50
Salary Schedule 82

INDEX - 3
LETTERS OF UNDERSTANDING

SECTION G **PAGE**

G1 Bus Equipment 54

G2 Method of Calculating Debits from Credits Accumulated in the Sickness and Accident Severance Plan 55

G3 **Uniform/Clothing Committee 56**

G4 Furloughs 57

G5 Respectful Workplace 58

G6 **Emergency Daycare Facilities 60**

G7 Return to Work Case Management 61

G8 **Wage Rates for Temporary Return to Work Assignments 62**

G9 **Promotions 63**

G10 **Passenger Code of Conduct 64**

G11 **Trade Market Surveys 65**

SECTION O

O1 Schedule Committee 66

O2 **Charter Bus Service 67**

O3 Spareboard Guarantee 69

O4 Working Conditions Committee – Bus Operators 70

O5 Encouragement of Transit Service in Both Official Languages – Riel Community 71

O6 Uniforms 72

O7 **Security 73**

O8 **Crew Specifications 74**

O9 Banked Time for Bus Operators 75

O10 Convenience for Operators 76

SECTION P

P1 Storekeeper Lunch Period 77

P2 **Maintenance Workers 78**

INDEX - 4
LETTERS OF UNDERSTANDING

SECTION G **PAGE**

P3 Truck/Transport Mechanic Specialist.....79

P4 Plant and Equipment Working Conditions Committee.....80

P5 **Utility Workers Line of Progression.....81**

DATED this **15th** day of **July**, **2015**

BETWEEN:

THE CITY OF WINNIPEG

hereinafter called "THE CITY"

of the first part

and

The employees of The City of Winnipeg

Transit System, members of

AMALGAMATED TRANSIT UNION, LOCAL 1505

hereinafter called "THE UNION"

of the second part

WHEREAS the Union is the bargaining representative for certain employees of the City, and the City and the Union in order to maintain harmonious relations have agreed to carry out the provisions of this Agreement.

WITNESSETH: That the Parties hereto agree as follows:

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) day of January, 2015**, and shall continue in force until the **twelfth (12th) day of January, 2019**, 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) day of January, 2019**, 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 2 – EMPLOYEE FILE

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

ARTICLE 3 – GENDER TERMINOLOGY

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.

ARTICLE 4 – MANAGEMENT RIGHTS

Nothing herein contained shall affect the right of the City to hire employees without interference from the Union and, subject to the provisions of this Agreement, to discipline or dismiss employees without such interference. It is also understood that this Agreement does not take away any of the managerial functions of the City nor does it take away any of the rights which the Union has under this Agreement.

ARTICLE 5 – UNION SECURITY

5-1 The City shall notify the Union of all employees engaged in classifications covered by this Agreement

5-2 With the exceptions noted below, the City agrees:

a) To deduct and remit to the Union from the wages payable to all employees with thirty (30) days or more service within the classifications represented by the Union, dues and assessments of such amount as the Union may direct from time to time.

b) In respect to all persons employed in classifications for whom the Union is bargaining agent, membership in the Union shall be a condition of employment at all times, during the currency of this Agreement.

c) The City will deduct and remit to the Union in respect of each employee who is required to become a member of the Union an initiation fee of such amount as directed from time to time by the Union.

Exceptions:

a) All temporary employees or employees engaged in work of a temporary nature. For the purposes of this Clause the term "temporary employees" means employees who have less than thirty (30) days continuous service. Employees engaged in work of a "temporary nature" means employees engaged for a specific job in classifications not covered by this Agreement, which may last more than thirty (30) days but which, when completed, will not require the further employment of those so engaged.

b) Supervisory employees of the rank of Foreman or above such rank who are paid on a weekly basis.

c) Any employee excepted by a decision of a Board of Arbitration.

5-3 In the event of an employee member of the Union losing his/her membership therein, and the City desiring to retain his/her services, the right of the City to continue such employee in its employment, failing an agreement between the Union and the City, shall be decided by a Board of Arbitration consisting of three (3) members, one (1) appointed by the Union, one (1) by the City and the third by agreement of the two (2) Appointees. Should these Appointees be unable to agree upon a Chairman, the Minister of Labour shall make the appointment. The decision or award of any two (2) Arbitrators shall be final.

ARTICLE 6 – SICK PAY PLAN

6-1 Accumulation of Credits

Effective January 1, 1974, and annually thereafter, all employees shall receive a Sick Pay 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 Pay benefits up to a maximum of sixty-five (65) working days.

c) Time while on paid Leave of Absence.

6-2 Deduction from Credits

Effective January 1, 1974, and annually thereafter, all employees shall have deducted from their accumulated Sick Pay credits one (1) day for each day of absence for which payment has been received under the Sick Pay Plan. Deductions for paid absences will be charged against the Sick Pay credits most recently accumulated. At no time will deductions from the Sick Pay credits exceed total career credits accumulated.

6-3 Payment of Benefit

a) Employees hired before January 1, 1997:

Upon death or retirement, an employee hired before January 1, 1997, or the employee's estate, shall receive a cash payment in accordance with the following formula:

i) The number of unused Sick Pay credit days standing to the employee's credit which were accumulated during the last five (5) years of service, multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service, and

ii) twenty-five percent (25%) of the remainder of the unused Sick Pay credits earned prior to the employee's last five (5) years of service, multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service up to a maximum of one hundred and thirty-two (132) days.

b) Employees hired on or after January 1, 1997:

Upon death or retirement, an employee hired on or after January 1, 1997, or the employee's estate, shall receive a cash payment of one (1) day per year of service for the first fifteen (15) years of service and two (2) days per year of service over fifteen (15) years multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service.

c) All employees will receive a cash payment on the basis of seven and one-half (7½) hours per day.

d) An employee may arrange to take pre-retirement leave of an amount equivalent to the total as calculated per above sub-articles.

6-4 Transit Sick Benefit Committee

A Transit Sick Benefit Committee shall be set up, comprised of three (3) members and a Chairman appointed by Management, and three (3) members appointed by the Union. This Committee will meet as required to discuss issues related to the Sick Pay Plan.

6-5 Definition of Sick 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.

6-6 Documentation and Rehabilitative Employment

a) Documentation

To be eligible for Sick Pay an employee may be required to produce a certificate from a medical practitioner certifying that he/she was or is unable to perform his/her regular duties due to illness or injury. Such certificate may be required where an absence exceeds three (3) consecutive working days, or where the absence is the third (3^{rd}) or subsequent occurrence, in any twelve (12) month period or where necessary to confirm the absence is for bona fide Sick Pay purposes. An employee on Sick Pay shall not engage in any activity that may prolong his/her recovery and absence from the workplace.

In some cases a medical certificate stating the employee is capable of performing his/her duties upon returning to work may be required where the safety of the employee, other employees or the public is a concern.

Employees absent for an extended period may be required to have a Return to Work Form(s) completed by a medical practitioner indicating the estimated date of return to work of the employee, the nature and duration of any work related restriction/limitations, and the employee's capability of undertaking modified regular duties or alternate duties. These may be required:

(i) once every twenty (20) days where no estimated date of return can be provided;

(ii) where the absence exceeds the estimated date of return.

b) Rehabilitative Employment

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 or as determined by the Transit Sick Benefit Committee.

An employee who is otherwise qualified to receive Sick Pay who is placed in an alternate regular position 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.

c) Reasonable Accommodation

The City and the Union jointly affirm that reasonable accommodation is the mutual responsibility of not only the employer and employee but of Management and Union as well. To achieve optimum placement of employees requiring accommodation, all components of an accommodation process must work in a cooperative and complementary manner.

1. Employees requiring accommodation shall be eligible for placement through the accommodation process. Included within this group are employees who:

   a) are on sick leave; or

   b) are receiving disability benefits; or

   c) are receiving Workers' Compensation benefits; or

   d) are receiving Manitoba Public Insurance Benefits; or

   e) have formally requested and qualify for accommodation under the Manitoba Human Rights Code.

2. Employees who are accommodated will be paid at the rate of pay for the classification in which they have been placed as provided for in the Collective Agreement, and subject to Section 1 - Article 6-6(b), Section 1 - Article 24, M.P.I.C. regulations and the Winnipeg Civic Employees' Long Term Disability Plan.

3. To facilitate the placement of eligible employees, Transit will maintain a list of eligible employees in order of date eligible for accommodation. Transit will endeavour to accommodate eligible employees within the Department in accordance with the principles of reasonable accommodation, including modification of current position, placement into a suitable vacant position, modification of a vacant position or rebundling of tasks between positions.

   The Department will advise the Union of accommodations required and work jointly with the Union to facilitate the required accommodation. The

Department may take into consideration performance ratings and appraisals relevant to the potential accommodation as well as attendance records of the employee from other positions. If an accommodation cannot be made within Transit, a request for assistance will be sent to the Corporate Support Services Department Staffing Branch. After such request is made Transit will continue to search for a placement within the Department.

4. The Corporate Support Services Department Staffing Branch will maintain a list of all eligible employees for whom placement assistance has been requested, in order of date eligible to be accommodated. The Corporate Support Services Staffing Branch will endeavour to accommodate eligible employees throughout the City in accordance with the principles of reasonable accommodation as noted in Article 6-6(c)(3).

   The Corporate Support Services Department Staffing Branch may take into consideration performance ratings and appraisals as well as attendance records of the employee from other positions.

   The Corporate Support Services Department Staffing Branch will advise the Union of accommodations required and work jointly with the Union to facilitate the required accommodation.

5. In the event of a dispute regarding the suitability of an accommodation on the basis of medically verified capabilities, the matter will be referred to an independent physician agreed to by the parties for determination. The party disputing the suitability of the accommodation and requesting the independent assessment will bear the associated costs. The independent physician will determine whether the employee is capable of performing the duties and responsibilities identified and this determination will be final and binding on all parties.

6. An employee who is accommodated in accordance with Article 6-6(c)(3) above shall be afforded seniority in accordance with the provisions of Article 10-1.

7. If Management, during the probation period determines that the employee who has been accommodated in accordance with Article 6-6(c)(4) above does not meet the requirements of the position, they must provide two (2) weeks' notice to the Corporate Support Services Department Staffing Branch of their findings, outlining reasons and steps taken to alleviate their concerns. If during the initial probation period, the employee accommodated in accordance with Article 6-6(c)(4) above finds the position unsuitable, they must provide two (2) weeks' written notice to the Corporate Support Services Department Staffing Branch and Department Management, outlining their concerns.

8. A Department may, before expiry of the probation period, and after discussion with the Union and the employee, extend the probation of an employee who is accommodated in accordance with Articles 6-6(c)(3) or 6-6(c)(4) above for an additional six (6) months.

9. Accommodated employees shall continue to maintain their seniority within their previous classification and Department until such time as:

a) the employee is found fit to return to their previous classification and Department; or

b) the employee establishes seniority in a regular position.

6-7 Sickness While on Vacation

If an employee on vacation becomes ill or injured for a period in excess of three (3) days and a medical certificate is supplied that states the employee would not have been able to perform his/her regular duties due to such illness or injury he/she will be allowed to use Sick Pay credits for that period.

6-8 Use of Vacation Credits

An employee who has exhausted all Sick Pay credits may, upon submitting a written request, utilize for bona fide sick leave purposes any accumulated vacation credits.

6-9 Long Term Disability

An employee who is on extended sick leave must apply for Long Term Disability benefits as soon as they are eligible and must participate with all requirements of the Long Term Disability Plan.

ARTICLE 7 – SUPPLEMENTAL HEALTH PLANS

a) Extended Health

Employees may be enrolled in the Supplementary Hospital-Ambulance Plan and Extended Health Benefits Plan on the group re-opening date (presently July 1st), provided two (2) months' notice is given to the Payroll Department. New employees may be transferred to the employees' group upon commencement of employment.

The City shall pay for the Supplementary Hospital-Ambulance Plan coverage for all eligible active employees.

Active employees will pay the cost of the Extended Health Benefits Plan. Retired employees will pay the full cost of either Plan.

b) Dental Plan

The City shall pay one hundred percent (100%) of the premium cost of a Dental Plan, the terms of which will be supplied by the City to the Union. Pursuant to the terms of the Dental Plan, coverage will be provided to the City's employees, including members of Amalgamated Transit Union and eligible dependents.

In accordance with the above and the detailed terms of the Dental Plan, this Dental Plan will provide the following: Payment based on the current Dental Fee Schedule; one hundred percent (100%) (up to the fee guide amount) for basic and major dental services to a maximum of one thousand five hundred dollars ($1,500.00) in each calendar year; one hundred percent (100%) (up to the fee guide amount) for orthodontic services to a lifetime maximum of two thousand two hundred dollars ($2,200.00). **Effective on date of ratification, increase orthodontic services lifetime maximum to two thousand three hundred dollars ($2,300.00).**

c) Vision Care 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.**

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.**

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.**

ARTICLE 8 – VACATIONS

8-1 Employee vacations with pay shall be based on days worked in the year (thirteen [13] four [4] week periods) ending on or before March 20th of the calendar year in which the vacation is to be taken. Each employee shall receive a vacation with pay on the basis of one seven and one half (7½) hour day for each sixteen (16) days worked (as calculated in the preceding sentence) not exceeding one hundred and twelve and one half (112½) hours of vacation pay, except that for Regular Bus Operators vacation pay shall be equivalent to the straight time value of his/her crews. Overtime and Spread Time premiums will not be included in the calculation of vacation pay.

Weekly rated employees shall be granted vacations on the same basis, except that vacations will be calculated at one and one quarter (1¼) days for each calendar month worked.

Each employee who will complete four (4) years of service in the year in which vacation is to be taken shall be entitled to a fourth (4th) week of vacation in that year and yearly thereafter. Each employee who will complete eleven (11) years of service in the year in which vacation is to be taken shall be entitled to a fifth (5th) week of vacation in that year and yearly thereafter. Each employee who will complete twenty-one (21) years of

service in the year in which vacation is to be taken shall be entitled to a sixth (6^{th}) week of vacation in that year and yearly thereafter.

8-2 For the purposes of calculating vacations and providing that the pay received by an employee in one (1) year will not exceed fifty-two (52) weeks, the following shall be considered as time worked:

a) Time lost while serving on committees dealing with the City on matters of direct concern to the Union and the City.

b) Time lost because of bona fide sickness, up to a maximum of sixty-five (65) working days in any vacation year. In the case of sickness, the City may require a medical certificate satisfactory to it.

c) Holidays to be observed, as defined in this Agreement.

8-3 Each employee, while on vacation, shall be paid on the same basis as if he/she remained at work, except for the maximum established in the first paragraph of this Clause, with the following exceptions:

a) Any employee temporarily promoted to fill vacation relief shall be paid for his/her vacation period at the rate of pay he/she was receiving prior to being used as relief for vacation.

b) Any employee whose classification is changed thirty (30) days or less before going on his/her vacation shall be paid the rate he/she was receiving prior to such change.

c) Vacation pay of employees who have been engaged in higher rated work in a calendar year, shall be prorated on the basis of completed months of service in the higher rated work and their regular classifications. The required adjustment will be made in January of the following year.

d) Night Shift Premium will not be included in the calculation of vacation pay for Plant and Equipment and Treasury employees.

8-4 Vacations shall be taken according to seniority, by classification, for all classifications covered by this Agreement. Operations Division vacations will be scheduled between the Sunday closest to January 1^{st} and the Saturday closest to December 31^{st}; Plant and Equipment Division vacations will be scheduled between the Sunday closest to May 1^{st} and the Saturday closest to April 30^{th}; Treasury Branch vacations will be scheduled in the same time period as the Plant and Equipment Division but subject to the Letter of Understanding Re: Treasury Vacations. Based on the requirements of the service, as many Bus Operators as possible will be permitted to take their vacation during the summer months.

8-5 Scheduling of Bus Operator vacation periods and the number allowed away in each period shall be determined by the Manager of Operations based on the requirements of the service. Taking into consideration the requirements of the service, long service Bus Operators entitled to more than two (2) weeks of vacation will be permitted to take the time in excess of two (2) weeks at a time mutually agreeable to the City and the Union. A copy of the proposed Vacation Schedule shall be forwarded to the Union Office at least fourteen (14) days before it is to be posted, to permit any necessary consultation between the Union and Management.

8-6 When an observed holiday falls within an employee's vacation period, he/she will receive an additional day's vacation or an additional day's vacation pay at the discretion of the Manager of the Division.

8-7 Time in excess of two (2) weeks is to be taken at a time which will cause the least interference with the work of the Division as determined by the Manager. In calculating years of service for this purpose, an employee shall be given credit for each month in which he/she worked, except that no reduction shall be made for absence due to illness until such absence exceeds three (3) months.

8-8 Employees on Workers' Compensation shall accrue vacation credits until such time as they have been off for twelve (12) calendar months for any specific claim or recurrence within six (6) calendar months of returning to work.

8-9 Vacation pay for terminating employees will be prorated in accordance with time worked in the current vacation year.

8-10 Vacation credits will not be adjusted for time served under suspension for ten (10) days or less in any one (1) vacation year.

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 – **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.

9-2 All holidays named above will be observed, and the holiday rate paid, on the day proclaimed as the holiday by the Civic, Provincial or Federal Government. Except that if holidays fall on Saturday or Sunday, Plant and Equipment Division employees who would not normally work on that Saturday or Sunday may elect a day off in lieu, on a day mutually agreeable between Management and the employee and in keeping with the requirements of the service.

9-3 Hourly rated employees who are laid off, or exercise their option of booking off, or where the holiday falls on a regular day off, will receive seven and one-half (7½) hours of pay, or their normal day's pay if their normal day of work is less than seven and one-half (7½) hours. Except for employees who normally work less than seven and one-half (7½) hours, employees who work on observed holidays will receive seven and one-half (7½) hours of pay plus time and one-half (1.5x) for all time worked, or on report, except that if time worked on the holiday, including time on report, exceeds seven and one-half (7½) hours, they will be paid double time (2x) for all time in excess of seven and one-half (7½) hours. Weekly rated employees who work on these holidays will be paid, in addition to the regular weekly pay, time and one-half (1.5x) for the time so worked up to seven and one-half (7½) hours – double time (2x) thereafter.

9-4 Every employee who does not work on any of the "Holidays to be Observed" in this Agreement that falls on a regular working day, shall be paid at least the equivalent of the wages he/she would have earned on that day had that day not been a holiday, notwithstanding that the employee is paid on a monthly, weekly, daily, hourly or other basis.

9-5 Employees will receive pay for observed holidays if they work full time on the last working day before and the first working day after these holidays. The Manager of the Division may authorize payment to any employee who works less than his/her regular shift on his/her last working day before or his/her first working day after the holiday, provided he/she has worked his/her full shift on the other of these two (2) days. An employee shall not be deprived of his/her pay for any of the above holidays if by reason of established illness, the employee is absent from work on either or both of the days immediately preceding or following the holiday. An employee who reports in person to the Supervisor of the Garage at which he/she should have reported (in the case of On-Street Relief, to the Fort Rouge Supervisor) within two (2) hours of his/her assigned starting time and who makes himself available for work on the last working day before and the first working day after the holiday will not be penalized the pay for the holiday.

9-6 An employee who is eligible for payment for an observed holiday will not receive Sick Pay for the same day.

9-7 An employee called out when off duty on an observed holiday shall receive, in addition to pay for the observed holiday, not less than two (2) hours and forty (40) minutes pay at time and one half (1.5x) unless called out less than two (2) hours and forty (40) minutes before his/her regular work day starts.

9-8 On all holidays a regular Bus Operator will not sign to work on the holiday if he/she would not have been scheduled to work had it not been a holiday. On all observed holidays, a number of senior Bus Operators (according to the number required) will have the option of working or booking off. Christmas Day and New Year's Day are to be treated as other observed holidays except that no employee shall be required to work both Christmas Day and New Year's Day unless they so desire. A minimum of seven and one half (7½) hours shall be paid for each signed holiday run at the holiday rate.

9-9 A Bus Operator who is scheduled to work on an observed holiday and does not report as scheduled will lose payment for the observed holiday unless either:

i) he/she is absent due to established illness; or

ii) he/she reports for work in person within two (2) hours of his/her assigned starting time and makes himself/herself available for work, or performs work, for a combined minimum period of three (3) hours from the time he/she reports.

In the event that the Bus Operator is requested and agrees to stay and keep himself/herself available for work after satisfying condition ii) above, then the Bus Operator is placed on change-off.

In no event will the Bus Operator be obliged to stay more than two (2) hours beyond his/her original scheduled or signed time to finish that day, unless the Bus Operator agrees to do so.

9-10 <u>Religious Holidays</u>

Employees desiring to observe recognized religious holidays will be allowed to request to forego holiday pay on Good Friday, Easter Sunday (Monday for Maintenance and Treasury) or Christmas Day, and have this amount paid on alternate days of the year, whether worked or not.

In conjunction with this, employees may further request to have up to three (3) alternate days off. Where staff levels permit, such requests will be granted in order of seniority

provided the request is made, in writing, to the Director of Transit at least thirty (30) days prior to the religious holiday(s) to be observed.

ARTICLE 10 – SENIORITY

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 character, 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 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.

ARTICLE 11 – PROMOTION

11-1 When any vacancy occurs, seniority with efficiency shall govern promotion from the next lower class of similar work. Employees in all classes shall prepare themselves for promotion to the next higher class and the City agrees to give every reasonable opportunity to suitable men/women to train and qualify for a higher classification of work when men/women are required for such work.

11-2 In the event of changes providing for new classifications within the Transit System, every consideration will be given to filling these positions by present employees within Transit Divisions.

11-3 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 give 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.

11-4 All vacancies in the Plant and Equipment Division whether temporary or permanent will be bulletined within thirty (30) days and the City may fill the positions by appointment during the thirty (30) day period. However, no employee by reason of a temporary appointment shall gain an advantage over any other employee when applications are considered for bulletined positions.

11-5 Applicants who have previously established seniority in the classification being bulletined and who were subsequently laid off will be given first consideration in filling a permanent or temporary vacancy, based on seniority with efficiency. If no applications are received from employees with previously established seniority in the classification, employees will

be considered on the basis of seniority with efficiency in their present classification with first consideration given to employees with the earliest Plant and Equipment Division starting date.

11-6 In the event that no employees with established seniority apply for bulletined positions in the Plant and Equipment Division, employees working in the Plant and Equipment Division who have no established seniority in any classification will be given preference on the basis of Transit starting date and efficiency.

11-7 When no suitable applicants can be appointed from within the Plant and Equipment Division, applications from employees in all other classifications covered by this Agreement for a temporary or permanent position shall be considered on the basis of seniority with efficiency. Bus Operators shall be given consideration for temporary positions subject to manpower requirements in the Operations Division.

11-8 When an employee is promoted/transferred to a position senior to that which he/she currently holds, he/she will be placed at the closest wage step that provides an increase of fifteen dollars ($15.00) biweekly higher than the employee's salary at the time of appointment. The promoted/transferred employee will be eligible for increments annually from the date of assuming the duties of the new position, except for training/ apprenticeship positions.

Employees who enter a training/apprenticeship program will be held at the increment level entered until they have served the time required to move to the next increment.

ARTICLE 12 – BULLETINING VACANCIES

12-1 When a permanent vacancy occurs in a Union classification and where the promotion does not follow the regular seniority, it will be bulletined in the Division. Where there is a question as to whether or not the vacancy can be filled in the Division, it will be bulletined at the same time in other Transit Divisions if no other vacancy in the same classification has been so bulletined in the preceding six (6) months, but, in any case, employees in the Divisions will be given preference as provided in the Promotion Clause.

12-2 Nothing herein shall prevent a temporary appointment being made until a position is filled as outlined above. No temporary appointment shall be considered permanent until bulletined as provided above.

12-3 A temporary position shall be bulletined if the vacancy has been in effect for a period of thirty (30) days.

ARTICLE 13 – REDUCTION OF STAFF THROUGH LAY OFF

13-1 When men/women are laid off because of slack work, employees who have not established seniority shall be laid off first, efficiency prevailing. On further reduction, employees will be laid off in classifications on a seniority basis allowing the employees to work in other classifications where they have established seniority. Employees who have established seniority in more than one (1) classification may exercise the seniority of their choice. Laid off employees who exercise a seniority previously established in a classification will be placed on the seniority list for that classification on the basis of their previously established seniority date in that classification.

13-2 After six (6) months of continuous employment, no charge of inefficiency shall be used to retain the services of a junior man/woman over those of a senior man/woman in the same classification in case of reduction of staff

13-3 All employees with established seniority shall be given two (2) full working days notice prior to being laid off on account of reduction of staff.

13-4 When the City desires more men/women, the men/women laid off shall be taken back according to seniority, provided that such men/women have six (6) months of service or more.

13-5 No laid off employee will lose seniority for failing to report for work unless that work is of a permanent nature.

13-6 Employees laid off shall retain seniority ranking for reemployment for twenty-four (24) months from the date of lay off.

ARTICLE 14– NOTICE OF RESIGNATION AND REFERENCES

14-1 Upon resigning, an employee shall give at least two (2) full working days notice to the City and shall not be entitled to receive his/her final pay until two (2) weeks after he/she has given notice.

14-2 Any employee leaving the service of the City for any cause, shall, upon application, be furnished with a reference as to length of service, and ability while in the City's service.

ARTICLE 15 – TECHNOLOGICAL CHANGE

15-1 A minimum of ninety (90) days before the introduction of any technological change or methods of operation which affect the conditions of employment, wage rates, or work loads, the City shall notify the Union of the proposed change. Any such changes shall be the subject of discussion between the Union and the City. Insofar as is practical and possible, no permanent employee shall be dismissed by the City because of mechanization or technological change providing he/she has availed himself/herself of the City's retraining program as soon as such retraining program is available. An employee who is displaced will be given the opportunity to fill other vacancies related to his/her skills and qualifications according to his/her seniority. No additional employees shall be hired by the City on a permanent basis until those employees concerned are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge and skills required for retention of their employment.

15-2 An employee who availed himself of the City's retraining program shall receive his/her former salary on a red circled basis for a minimum of fifty-two (52) pay periods.

ARTICLE 16 – SENIOR LABOUR MANAGEMENT COMMITTEE

This Committee shall be comprised of three (3) senior Union personnel and three (3) senior Management personnel. The Committee shall meet at least once a month to discuss common problems.

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 he/she so desires, take up the matter with the appropriate Supervisor in the Section within which the employee works.

The parties will approach the resolution of grievances in a problem-solving manner. For that purpose, any 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 Supervisor shall render a decision within ten (10) working days of such consultation.

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 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.

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.

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 In the case of a Departmental recommendation for discharge, the employee concerned and the Union shall be advised in writing of the time and place that the matter will be dealt with by the Chief Administrative Officer or designate.

The employee concerned and/or the Union on his/her behalf shall be given the opportunity to make representation to the Chief Administrative Officer or designate at the time specified above provided they indicate in writing their desire to appear.

If not satisfactorily resolved at this level the Union Grievance Committee may refer the matter to arbitration in accordance with Step 4 of the grievance procedure.

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.

No report complaining of the conduct of an employee shall be recognized by the City as affecting the record of such employee unless proven after full enquiry, the employee being notified accordingly.

17-4 A maximum of three (3) members of the Grievance Committee excepting the President/ Business Agent and the Financial Secretary Treasurer who meet with the Chief Administrative Officer or designate on a discharge issue shall not suffer loss of pay if the meeting is held during their assigned working hours.

17-5 <u>Arbitration</u>

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.

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.

<u>ARTICLE 18 – LEAVE OF ABSENCE</u>

18-1 Leaves of absence may be granted only for compassionate or other very special reasons. Generally speaking, employees will not be granted leave to take other work or go into business for themselves.

18-2 Reasonable leave of absence without loss of seniority may be granted to employees on application to their Manager. An “Authority of Leave” form shall be issued in quadruplicate, one (1) copy being given to the employee and one (1) to the Union, which will state conditions under which leave is granted. Any leave of over thirty (30) days shall be approved by the Division Manager. Where possible, such requests for extended leave shall be sent to the Union at least three (3) days before effective date to permit discussion of the terms of leave.

18-3 Any employee who is elected to the School Board, City Council, Provincial or Federal Legislature or Government Board, or elected or appointed to office of the Union or the

headquarters of the organization with which the Union is affiliated, which requires his/her absence from the City's employ, shall during such leave of absence retain his/her seniority and may, upon completion of such duties, return to the City's employ. Affiliated labour organizations shall include the Winnipeg Labour Council, Manitoba Federation of Labour, the Canadian Labour Council, the AFL and the CIO with allowances made for any subsequent name changes adopted by these organizations.

18-4 Officers of the Union shall be granted leave of absence on business of the employees insofar as the regular operation of the service will permit and their applications for leave of absence shall be given preference over any other applications for leave of absence on the same day. Whenever possible the Union will give twenty-four (24) hours notice of such requested leave.

18-5 An employee may accept employment with the City in a position outside the scope of this Agreement for a period of six (6) consecutive months without forfeiting his/her seniority and may return to his/her classification any time within the six (6) months, except if the position is temporary and not expected to become permanent, in which case the employee shall forfeit all rights, privileges and seniority provided by this Agreement effective the date the employee accepts such position.

18-6 <u>Bereavement Leave</u>

a) An employee who has completed six (6) months of service with the City in accordance with Article 10 shall, at his/her request, be granted four (4) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent (including step parent), spouse (including registered common law spouse), brother, sister or child, including child of a registered common law spouse.

b) An employee who has completed six (6) months of service with the City in accordance with Article 10 shall, at his/her request, be granted up to two (2) regularly scheduled consecutive work days leave without loss of salary or wages for purposes of making arrangements for and/or attending a funeral in the case of death of a mother-in-law, father-in-law, including mother or father of a registered common law spouse, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, and sister-in-law including brother or sister of a registered common law spouse.

c) In certain circumstances where the funeral is delayed an employee may request to separate the days of leave to coincide with the date of service.

18-7 Each employee covered under this Agreement shall be granted, on the day of the funeral, a maximum of three (3) hours and forty-five (45) minutes leave without loss of salary or wages to attend the funeral as a pallbearer. Where circumstances warrant, such leave may be extended without pay at the discretion of the Division Manager. If an employee is required to attend a funeral as a pallbearer more than two (2) times a year, special permission will be required from the Division Manager.

18-8 <u>Maternity Leave</u>

An employee may elect Maternity Leave under either Plan A or Plan B, depending upon which criteria she meets.

PLAN A

a) The City shall grant Maternity Leave to a female employee who has completed six (6) months of service with the City and who submits an application in writing to her Department Head for a leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides her employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

b) The Maternity Leave shall consist of a period, not exceeding twenty (20) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

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

d) Maternity Leave under Plan A shall be considered as leave of absence without pay.

e) The employee returning to work after Maternity Leave shall provide the City with at least two (2) weeks notice prior to the date of returning to work. Employees shall, on return from Maternity Leave or combined Maternity and Parental Leave, be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of Maternity Leave and without loss of seniority benefits which had accumulated at the date of her departure.

f) The City may, notwithstanding the above, vary the length of Maternity Leave upon proper certification by the attending physician.

18-8(1)

PLAN B

In order to qualify for Plan B, a pregnant employee must:

a) have completed twelve (12) continuous months of service with the City;

b) submit to the Department Head an application in writing for leave under Plan B at least four (4) weeks before the date specified by her in the application as the date on which she intends to commence such leave;

c) provide the City with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

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.

18-8(2) An applicant for Maternity Leave under Plan B must sign an agreement with the City to provide that:

a) she will return to work and remain in the employ of the City on a full time basis for at least six (6) months following her return to work; and

b) she will return to work on the date of the expiry of her Maternity Leave and where applicable, Parental Leave, unless this date is modified by the City in accordance with Article 18-8(3)(c); and

c) should she fail to return to work as provided under (a) and/or (b) above, she will be required to reimburse the City for the full amount of pay received from the City as Maternity Allowance during the entire period of Maternity Leave.

18-8(3) An employee who qualifies is entitled to a Maternity Leave consisting of:

a) A period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 18-8(1)(c); or

b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 18-8(1)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

c) The City may, notwithstanding the above, vary the length of Maternity Leave upon proper certification by the attending physician.

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 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);

b) for up to a maximum of fifteen (15) 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);

c) all other time as may be provided under Article 18-8(3) shall be on a leave without pay basis.

18-8(5) During the period of Maternity Leave, the City will continue to pay its portion of Pension, Group Life Insurance, Dental and Vision Care contributions based on the regular salary and regular contribution rates and provided the employee pays their regular contribution.

18-8(6) Plan B does not apply to part time employees or employees who normally are subject to seasonal lay off.

18-8(7) The employee returning to work after Maternity Leave shall provide the City with at least two (2) weeks notice prior to the date of returning to work. Employees

shall, on return from Maternity Leave or combined Maternity and Parental Leave, be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of Maternity Leave and without loss of seniority benefits which had accumulated at the date of her departure.

18-8(8) Parental Leave

a) The City will grant a leave of absence not to exceed fifty-two (52) continuous weeks to any employee who has completed twelve (12) 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.

b) Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work after expiry of the Maternity Leave and before commencement of the Parental Leave.

c) Parental Leave shall be considered leave of absence without pay.

d) Sick leave credits will not accrue for any period of time the employee is absent on Parental Leave.

e) An employee's service date (not seniority date) will be adjusted for the purposes of benefit entitlement, to reflect periods of absence from the workplace for Parental Leave that is beyond seventeen (17) weeks in duration.

f) Seventeen (17) weeks or less taken as Parental Leave will be considered as time worked with satisfactory performance for increment purposes.

Time in excess of seventeen (17) weeks Parental Leave will not be considered as time worked for increment purposes and the employee's annual increment date will be adjusted to reflect this time not worked.

g) The employee returning to work after Parental Leave shall provide the City with at least four (4) weeks of notice in writing prior to the date of returning to work except in the case of an employee taking more than seventeen (17) weeks of Parental Leave, in which case at least twelve (12) weeks notice in writing shall be required.

h) Employees shall, on return from Parental Leave or combined Maternity and Parental Leave, be placed in a position comparable to and at not less than the same wages as their position prior to their commencement of their leave and without loss of seniority benefits which had accumulated at the date of their departure.

i) An employee on Parental Leave shall remain eligible for promotion providing the employee is available when required by the Department.

18–9 Illness of Family Members (Family Responsibility Leave)

The Amalgamated Transit Union, Local 1505 and the City of Winnipeg Transit Department agree as follows concerning the merging of the Collective Agreement provision, Article 18-9 Illness of Family Members, which provided for the use of paid sick leave for family illness, and the Manitoba Employment Standards Code Family Leave provision, Section 59.3, which provides unpaid leave for family responsibilities. The intent of these agreed changes is to expand the Collective Agreement benefits available to employees in a way that meets the provisions of the Employment Standards Code.

a) Purpose of Family Responsibility Leave

i) Must be necessary.

ii) For health of employee.

iii) For employee to meet family responsibilities in relation to a family member as defined under the Employment Standards Code.

b) Booking Off and Clearance for Work

i) Minimum forty-five (45) minutes' notice must be provided. Exceptions may be allowed where circumstances warrant.

ii) Employees must indicate which family member the leave applies to and the reason for the leave (the general nature of an illness excludes a specific medical diagnosis).

iii) Employees must clear themselves for work as per procedures for sick leave.

c) Verification

Use of a Family Responsibility Leave day on the employee's workday before, workday of, or workday after a Statutory Holiday (observed holidays named in Collective Agreement) will require the employee to provide verification, satisfactory to the Department, that the leave was necessary, in order for the employee to be eligible to receive holiday pay. Verification may also be necessary in unusual circumstances, such as calling in to use a Family Responsibility Leave day after being denied a vacation day or excused absence, or if establishing a pattern of calling in Family Responsibility Leave immediately before or after days off.

d) Leave for Part Day

If an employee takes any part of a day, it will be counted as a day of leave.

e) Number of Days

An employee shall be allowed to utilize a maximum of two (2) days per year of accumulated sick leave credits, plus an additional one (1) unpaid day, for a total

of three (3) days (or three [3] occurrences), for Family Responsibility Leave purposes.

f) Attendance Tracking

i) Employees will be responsible for monitoring their own usage of days. Any days taken in excess of those allotted will be treated as unauthorized absences.

ii) In suspected cases of abuse, employees may be required to document their absences and in failing to do so, placement in the Counsel and Guidance Program for culpable absenteeism may be appropriate.

18-10 Jury or Court Witness Duty

The City will grant a leave of absence without loss of pay and without loss of seniority to an employee who is required to appear for jury selection or to serve as a juror or as a witness in any court proceeding **other than those occasioned by the employee's own personal affairs.**. The employee **must accept any offered payment from the court and** will turn over to the City the payments he/she receives for such service excluding payments for travelling, meals or other expenses. The employee will present **a subpoena,** proof of service and payment received. When an employee is required to attend any court proceeding on his/her day off at the request of the City in a matter related to the Transit Department, he/she shall be paid for the time, otherwise he/she shall retain any payment or fees for that day.

18-11 Compassionate Care Leave

An employee shall receive compassionate care leave without pay, of up to eight (8) weeks, subject to the following conditions:

a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.

b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.

c) An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.

e) For an employee to be eligible for leave or use sick leave pursuant to Part (j) herein, a physician must issue a certificate stating that:

1. a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

   i) the day the certificate is issued, or

   ii) if the leave was begun before the certificate was issued, the day the leave began; and

2. the family member requires the care or support of one (1) or more family members.

f) A family member for the purpose of this Article shall be defined as provided for in the Employment Insurance Act.

g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.

h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.

i) Seniority shall accrue during any period of leave under this Article.

j) Prior to the commencement of approved Compassionate Care Leave, the employee can request the use of up to ten (10) days accumulated sick leave credits without a medical certificate being required.

k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee, if entitled, shall revert to Bereavement Leave as outlined in Article 18-6 of the Collective Agreement.

l) An employee will be required to provide documentation supporting their application to Service Canada for Employment Insurance Compassionate Care benefits and acceptance of the claim.

ARTICLE 19 – TRANSPORTATION

No fare will be charged for employees covered by this Agreement for transportation on all routes of The City of Winnipeg Transit System.

ARTICLE 20 – TIME OF PAYING WAGES

20-1 Wages of employees covered by this Agreement shall be paid every two (2) weeks. Pay day shall be every second Friday for Bus Operators; the alternate Fridays for employees of the Plant and Equipment Division. Employees on office payrolls shall be paid every second Friday.

20-2 Wages of each employee covered by this Agreement will be paid by direct deposit to the bank or other qualifying financial institution of the employee's choice.

20-3 Vacation pay cheques will be available from the Treasury Office in City Hall, Administration Building, provided an application for pay has been completed at least twenty (20) days prior to the date of vacation. Forms are available from the Supervisor of Finance, Transit Office.

20-4 A Bus Operator's detailed pay information sheet will be provided only at the request of the individual employee.

ARTICLE 21 – LICENSES

The basic license fee and the cost of any medical examinations required by the Province of Manitoba Motor Vehicle Branch or by the City of Winnipeg will be paid for by the City for all employees who are required to move City vehicles. The basic licence fee will only be paid

provided the employee produces **proof of renewal and payment the day before expiry. Bus Operators must produce proof of renewal and payment prior to 10:45 a.m. the day before expiry.**

ARTICLE 22 – OCCURRENCE REPORT PAY

For all accident, occurrence, or witness reports required to be made by employees, a payment of thirty (30) minutes per report will be made provided that the report is completed within twenty-four (24) hours or on the first day the Transit Office is open following the accident.

In the event an employee is required to make a special trip to the Fort Rouge Garage at Management's request for the purpose of filing a "report" or amending a report, because of a request from the Police Department or Claims Branch, a payment of ninety (90) minutes per report will be made.

ARTICLE 23– INTERVIEW PAY

Employees called in for personal interviews outside of normal working hours by a Manager, or his/her designate, in the Transit Department, Claims and Insurance Branch, or Treasury Branch, shall be paid for all time spent in his/her office beyond the time set for the interview. Where applicable, such time shall be paid at the governing overtime rate of pay. However, no minimum payment shall apply.

ARTICLE 24– WORKERS' COMPENSATION

24-1 For all compensation claims for loss of wages that are approved by the Workers' Compensation Board on account of injury to an employee, the employee shall be allowed compensation as follows in (a) and/or (b):

a) during the time he/she is totally incapacitated, to the extent of the Workers' Compensation Board benefits;

b) where such employee is not totally incapacitated and therefore medically employable and is offered suitable employment within the City procured for him/her by the City, in an amount sufficient to bring the salary of the position offered up to that in (a) above.

Should any dispute arise as to whether any such employee is totally incapacitated or whether the offered employment is medically suitable and agreement cannot be reached between the parties, then any such questions shall be referred to the Workers' Compensation Board for determination.

24-2 Injured employees must make themselves available for light duties as soon as they are medically able in accordance with Workers' Compensation procedures.

24-3 The following benefits shall remain in effect while an employee is off on Workers' Compensation:

- Group Life Insurance
- Blue Cross Insurance Coverage
- Dental Plan
- Pension Plan

Required contributions and premiums shall continue to be cost shared by the City and the employee as laid out in the Collective Agreement, and such required contributions

and premiums will be remitted by the employee without delay upon being billed by the City.

Payment in lieu of rest breaks shall be prorated on the basis of time worked. Long Service Pay shall not be prorated for the first twelve (12) months for absences due to Workers Compensation.

24-4 Following a waiting period of five (5) working days after the date of the compensable injury, employees shall be provided a benefit equal to the approximated Workers Compensation payment rate which will be deducted from the employee's sick credit. Following the acceptance of the claim, the Employer shall make the appropriate adjustments to reflect the actual payment amounts authorized by the WCB.

ARTICLE 25 – COLLECTIVE AGREEMENT JOINT NEGOTIATIONS - PAY

The City agrees to reimburse the Union for lost wages of union members involved in collective agreement joint negotiations to a maximum total of one hundred (100) hours per collective agreement.

ARTICLE 26 – LONG SERVICE PAY

All employees covered by this Agreement shall receive service pay for each month of actual employment as hereinafter provided:

$ 6.25 per month after 8 years of service
$12.50 per month after 13 years of service
$18.75 per month after 18 years of service
$25.00 per month after 23 years of service
$31.25 per month after 28 years of service
$37.50 per month after 33 years of service

The service pay shall be paid annually on or before Pay Period #26 in the current year.

ARTICLE 27 – RESPECTFUL WORKPLACE

27-1 The City and the Union jointly affirm that every employee in the Civic Service shall be entitled to a respectful and safe workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour and workplace violence.

The principle of fair treatment is a fundamental one and both the City and the Union will support employees who find themselves in a position that could jeopardize an employee's dignity and well being or undermine work relationships and productivity.

27-2 Definitions

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all-inclusive, have been designed to accommodate the different types of concerns that may arise.

a) Disrespectful behaviour is improper behaviour that is unwelcome and/or inappropriate in the workplace. It may happen once or continue over time. It can include:

- rude comments and swearing as well as spreading unfounded or misinformed rumours that can damage people's reputations;

- actions that invade privacy or personal property or unwelcome gestures; and

- display or distribution of printed or electronic material that offends.

b) A disruptive workplace conflict is defined as an ongoing dispute or a communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace. This does not limit the right and responsibility of the supervisor to operate a productive workplace in a respectful manner.

c) Harassment is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time. Harassment includes:

- verbal abuse;
- actions such as touching or pushing;
- comments such as jokes and name calling or bullying;
- displays such as posters and cartoons; or
- abuses of power such as threats or coercion.

d) The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sex, including pregnancy, marital status, sexual orientation, source of income, and physical or mental disability.

The parties agree that there shall be no discrimination or harassment as defined by the Manitoba Human Rights Code. The parties further agree that there shall be no discrimination or harassment on the basis of place of residence or membership/activity in the Union.

e) Workplace Violence is a threat that may include but is not limited to any act, gesture or statement that may be interpreted as threatening or potentially violent. A violent act is one that causes or may cause physical harm to persons or damage to property.

27-3 If the Respectful Workplace Article is not being followed, the process outlined in the Letter of Understanding Re: Respectful Workplace will apply.

ARTICLE 28 – CRIMINAL LIABILITY

If a criminal action, including one related to a Highway Traffic Act offence, is commenced against any employee covered by this Agreement, and this action arises out of said employee's actions while in the performance of his/her duties and provided his/her actions do not constitute a gross disregard or neglect of his/her duties as an employee, then:

a) The employee upon being charged with a criminal offence, or upon being notified of the commencement of any criminal action against him/her shall advise the Director of Transit of such criminal proceedings and may request that the City appoint counsel to represent the employee in such criminal action;

b) The Director of Transit upon receiving a request from an employee to appoint counsel shall refer the matter to the City Solicitor. Upon recommendation of the City Solicitor to the Chief Administrative Officer or designate, the City may agree to appoint counsel on behalf of the employee;

c) If the City agrees to appoint counsel on behalf of the employee, the employee and the City Solicitor shall forthwith meet for the purpose of appointing counsel that is mutually agreeable to both parties. In the event the employee and the City cannot agree on who should be appointed as counsel, the City shall not be responsible for payment of legal fees;

d) Only if the City agrees to appoint counsel and the City Solicitor and the employee agree on who shall be appointed counsel will the City be responsible for payment of legal fees as billed and approved by the City Solicitor.

Nothing in this Article shall preclude the City from commencing disciplinary action against the employee in relation to his/her actions and this section shall not be construed to mean that the City shall pay any costs, expenses or fees incurred by any employee during or as a result of the City's disciplinary proceedings against such employee.

ARTICLE 29 – CIVIL LIABILITY

If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties and provided his/her actions do not constitute a gross disregard or neglect of his/her duty as an employee, then:

a) The employee, upon being served with any legal process, or upon receipt of notification of any action or proceeding being commenced against him/her, shall advise the Director of Transit of such notification or legal process;

b) The Director of Transit, upon being so advised by the employee, will meet with the employee and the City Solicitor forthwith and appoint counsel that is mutually agreeable to the City and the employee. Should the parties be unable to agree on counsel that is satisfactory to both, then the City shall unilaterally appoint counsel. The City accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel;

c) The City shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;

d) The City shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided such settlement is approved by the City through the Office of the City Solicitor before settlement is finalized.

Nothing in this Article shall preclude the City from commencing disciplinary action against the employee in relation to his/her actions and this section shall not be construed to mean that the City shall pay any costs, expenses or fees incurred by any employee during or as a result of the City's disciplinary proceedings against such employee.

ARTICLE 30 – GROUP LIFE INSURANCE PLAN

The Civic Employees' Group Life Insurance Bylaw (Bylaw No. 5644/91) must be consulted for the purpose of interpreting or applying the provisions of the Civic Employees' Group Life Insurance Plan (hereinafter referred to as the "Plan"). In accordance with the Bylaw, the Plan is administered by The Board of Trustees of the Winnipeg Civic Employees'

Benefits Program (Pension Fund). Information on the Plan is available by contacting the Winnipeg Civic Employees' Benefits Program.

ARTICLE 31 – PENSION PLAN

31-1 The parties agree to participate in the Winnipeg Civic Employee Benefits Program (the "Program") and to be bound by its terms and conditions, including any applicable trust agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees' Pension Plan, the Winnipeg Civic Disability Plan and the Winnipeg Civic Employees' Early Retirement Arrangement.

31-2 Any disputes with respect to member benefits under the Program shall not be the subject of the grievance and arbitration procedure under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

SECTION 2 – BUS OPERATOR ARTICLES

ARTICLE 1 – HOURS OF WORK

1-1 Regular Bus Operators shall work a five (5) day week of approximately thirty-seven and one half (37½) hours. Any Bus Operator finishing work on one (1) day will have eight (8) hours off before the start of another day's work.

1-2 **Guaranteed Wage Payments to Spare Operators**

a) Spare Operators will be paid fifty percent (50%) of the applicable hourly rate 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.

b) For each day that a Spare Operator fails to report to work on time or fails to accept any work offered, his/her biweekly guarantee will be reduced by one tenth (1/10), provided that:

i) the work offered includes at least the minimum day in effect; or

ii) the work offered together with work the Spare Operator has already done would equal the minimum day in effect.

c) When a Spare Operator is required to work more than eight (8) hours in a day all pay over eight (8) hours shall be over and above the guarantee. Except under emergency conditions Spare Operators will not be required to work more than ten (10) hours in any one (1) day. Time worked will include platform time, reporting and putting away time and time spent on report.

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 (4^{th}) (unknown) day will be made consecutive with the known days. The unknown days for any given week will be posted 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.

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. During this period, special crews, crews with change off shifts and work buses will not be utilized. Three (3) new employees will be assigned day work and three (3) will be assigned night work.

1-5 When men/women are being booked for work the following day, a man/woman shall have the right to refuse a crew which pays less than the minimum day in effect. The last man/woman shall not have the right to refuse any work offered.

1-6 Maximum Hours of Work – Except in cases of emergency, such as storms or extraordinary traffic, no Bus Operator shall be compelled to work more than five (5) times the value of his/her crew in any one (1) week.

1-7 Reasonable travel time will be paid to an Operator who has been given late on street relief to return to their regular relief point. Travel time will be based on regular running times or in the event of transportation by an Inspector, actual return time.

ARTICLE 2 – OVERTIME PAY

This Article does not apply to time worked on a holiday named in this Agreement. Payment for all time so worked shall be governed by Section 1, Article 9 of this Agreement.

2-1 For the purpose of calculating overtime, time worked includes platform time, reporting time and all other time worked but does not include travelling time or spread time.

2-2 Overtime pay at the rate of time and one half (1.5x) for the first two (2) hours and double time (2x) thereafter will be paid to Bus Operators as follows:

a) for all time worked in any one (1) day in excess of eight (8) hours; or

b) for all time worked by a regular Operator in addition to a regular or special crew which has a straight time value of less than eight (8) hours; or

c) for all time worked by a spare Operator in addition to a signed vacation crew which has a straight time value of less than eight (8) hours.

2-3 Double time (2x) will be paid to all Bus Operators who work on their days off.

2-4 A minimum of two (2) hours at straight time will be paid to all men/women called from any place away from the Transit System premises before reporting for work or after completion of their regular crews.

2-5 All overtime in regular crews shall be specified on sign-up sheets.

2-6 All overtime worked shall be rotated among employees who are qualified to do the necessary work and who desire same, as far as possible.

ARTICLE 3 – SENIORITY AND SIGN UP

3-1 A Bus Operator shall have the opportunity of exercising preference of crews, and in order of lay off in case of reductions of staff, in accordance with the date on which he/she receives his/her badge.

3-2 All crews, including change-off men/women and relief men/women, 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 in each garage and a copy is to be furnished to and kept by the Union.

3-3 All qualified Bus Operators on the seniority list shall have the privilege of signing up on bus crews or on the Spareboard at all general sign ups. Chartered or special runs shall be given to Spare Operators according to seniority.

3-4 Bus Operators who sign on Night Assignment Sheets during the week must also sign on Saturday, Sunday and Holiday Night Assignment Sheets. They will not be permitted to

sign days on weekends and statutory holidays. Similarly, Bus Operators who sign on Day Assignment Sheets during the week must also sign on Saturday, Sunday and Holiday Day Assignment Sheets.

3-5 Spare Operators who sign or are assigned to day work will remain a day man/woman for the duration of that change and a night man/woman will remain a night man/woman for the duration of the change except when an imbalance between the day and night spare Operators and day and night work is created, the Timekeepers shall have the right to reassign up to a maximum of the twenty (20) most junior spare Operators to days or nights at the beginning of any week provided that, in any case no employee will be required to report to work without a minimum of eight (8) hours off.

3-6 At an agreed time Spare Operators will have the right to sign on vacation crews where all crews of Bus Operators going on vacation will be posted for selection. Spare Operators who exercise this right will assume, for the period of that vacation, that Operator's seniority status on whose crew he/she signs, together with all conditions relative to that man's/woman's normal duties.

3-7 In the event of crews being changed by the City after any sign up to less time, the original sign up time will be paid for.

3-8 Where a regular or special crew will be permanently vacated due to normal retirement, the vacancy will be bulletined in advance of the retirement and the position will be filled immediately upon the retirement, providing there is a minimum of three (3) weeks left in the current change.

Where a regular or special crew is vacated for any other reason it shall be bulletined and filled within fourteen (14) days of the vacancy occurring providing there is a minimum of six (6) weeks left in the current change.

In any case, the preceding procedure will apply to the initial permanent vacancy only.

3-9 Any alteration of hours of a Bus Operator's regular or special crew must be by mutual consent between the Operator, Union and Management. This also applies to swing Operators.

ARTICLE 4 – PROMOTION

If an employee who has three (3) 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.

ARTICLE 5 – INSTRUCTION

5-1 Bus Operators will be notified by the Instruction Section of the time and date they will report for bus instruction.

5-2 Seniority will prevail as much as possible when Bus Operators are called for instruction.

5-3 While taking his/her initial training and subsequent training taken in his/her first twelve (12) months as a Bus Operator, an employee will be paid **eighty** percent **(80%)** of the first twelve (12) month hourly rate he/she is receiving at that time. After twelve (12)

months of service, he/she will be paid ninety percent (90%) of his/her hourly rate for any subsequent retraining which may be required to correct deficiencies in his/her performance on the job. Training required, which is not related to inadequate performance, will be compensated at one hundred percent (100%) of his/her hourly rate.

5-4 Bus Operators will not be permitted to operate regular crews during the course of their instruction, but may, if they desire, operate specials to enable them to earn as much as they would were they operating a regular crew.

ARTICLE 6 – UNIFORMS

6-1 a) Uniform Point System:

ITEM	POINTS	MAXIMUM ANNUAL ISSUE
Winter Parka	150	1 every 2 years
Rain Jacket	100	1 every 2 years
Fleece Sweater or Fleece Vest	75	1 per year
Long Sleeve Blue Uniform Shirt	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 parka, rain jacket, fleece sweater or fleece vest, three (3) shirts, two (2) pants or shorts, summer cap and toque.

c) Credit each Operator two hundred (200) points on January 1st each year beginning in 1998 (1999 for Operators receiving the new uniform in 1998).

d) Points may be used at any time to replace worn clothing.

e) Unused points may be carried forward.

f) Unused points may be used to acquire special/exclusive merchandise.

g) Points are not transferable to any other Operator.

h) Extra garments may be purchased at cost.

6-2 The wearing of uniform caps by Bus Operators will be optional at all times while in uniform.

6-3 All wearing apparel considered to be part of a Bus Operator's uniform shall be procured from a Canadian vendor.

6-4 Operators will have the choice each calendar year of which of the two (2) options to use:

a) Bus Operators may convert fifty (50) uniform points into a fifty dollar ($50.00) payment to be used towards the purchase of appropriate shoes/boots. Footwear must be **solid black in colour and compatible with the uniform.**

Note: The conversion of fifty (50) points to fifty dollars ($50.00) applies to this sub-article only.

b) Bus Operators may convert one hundred (100) uniform points for a one hundred dollar ($100.00) footwear voucher, to be used at a designated supplier.

6-5 Upon presentation of receipts, pregnant female Bus Operators will be provided with up to two hundred dollars ($200.00) towards the purchase of maternity uniform clothing of appropriate style and colour.

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 the start date and 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.

6-7 Arrangements will be made for minor alterations to be made to uniform items at time of issue.

6-8 Bus Operators, at retirement, will be allowed to utilize their unused uniform points to acquire special merchandise items of keepsake value and significance. The maximum number of points that may be utilized in this manner will be one thousand (1,000) less points utilized in the Operator's last twenty-four (24) months of service prior to retirement. This provision does not excuse any Bus Operators from maintaining a presentable appearance at all times.

ARTICLE 7 – CREW SPECIFICATIONS

7-1 Definitions

In crew making, the following definitions shall apply:

a) Spread or spread time is defined as the interval between the time a Bus Operator reports for work on his/her first run of the day to the time he/she completes his/her day's work in the last run of the day as shown on the assignment sheets. Putting away time and box time are included in the calculation of spread time.

b) "Platform Time" – Actual running time on buses either:

i) from time bus leaves garage until Bus Operator is relieved; or

ii) from time Bus Operator takes bus on relief until bus completes its run, arriving at the garage; or

iii) from time at which Bus Operator takes bus on relief until he/she leaves bus on relief.

c) "Guaranteed Time" – The time necessary to be added to the total platform time, reporting time and putting away time on regular or special crews to equal the minimum day in effect.

7-2 Weekday Day Crew

A run finishing at 18:59 or earlier will be a day run and one finishing at 19:00 or later will be a night run.

By mutual understanding this definition will apply on Saturdays, until a balance of day crews on this day is required to be made with weekday day crews at which time a sufficient number of earliest finishing night crews will be transferred to the day sheets.

7-3 The normal working day shall conform as nearly as possible to seven and one half (7½) hours with a minimum working day of seven and one half (7½) hours and a maximum work day of eight (8) hours. The foregoing may be varied by mutual agreement, between the Union and Management.

7-4 Weekday Crews – Regular

a) Not less than thirty percent (30%) of day crews will be straight shifts.

b) Not less than forty percent (40%) of night crews will be straight shifts.

c) Not more than five percent (5%) of all crews will be three (3) shifts.

d) Not less than sixty percent (60%) of all crews will be completed within ten (10) hours.

e) Maximum spread is twelve (12) hours.

f) All regular crews to start and finish at same garage or on street relief.

g) Spread premium as in Section 2, Article 8-10, up to twelve (12) hour maximum.

7-5 Weekday Crews – Special

a) Weekday only.

b) Spread time twelve (12) to thirteen (13) hours.

c) Made up of two (2) pieces of work

d) Hours of work six and one quarter (6¼) to six and three quarter (6¾) hours including any report or pull in time with three quarters (¾) of an hour to one and one quarter (1¼) hours guarantee to give seven and one half (7½) hours of pay per day.

e) No spread premium in effect.

f) All pieces of a special crew must start and finish at the same garage.

7-6 Saturday Crews

a) Not less than fifty percent (50%) of all crews will be straight shifts.

b) Not less than eighty percent (80%) of all crews will be completed within ten (10) hours.

c) All regular crews will be straight or two (2) shift crews.

7-7 Sunday Crews

a) All shifts will be straight or two (2) shift crews – not less than eighty-five percent (85%) of all crews will be straight shifts.

b) Value of crews shall be from five (5) hours and fifty (50) minutes to six (6) hours and thirty (30) minutes.

c) Maximum spread eight and one half (8½) hours.

7-8 All specifications in this section may be varied by mutual agreement between the Union and Management.

ARTICLE 8 – SPECIAL PAYMENTS

8-1 Payment in Lieu of Rest Breaks

PART A

a) Bus Operators will receive an annual amount equivalent to forty (40) hours straight time wages computable at the applicable rate and payable in Pay Period #25 of each year.

b) Payment will be prorated in accordance with length of service in the twelve (12) month period for which payment is made.

c) This payment will be reduced by ten (10) minutes for each assigned working day the employee is absent from work.

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

e) An employee who has worked two (2) hours and fifty-nine (59) minutes or less on any given day will be deemed to have been absent for the day and accordingly payment in lieu of rest break will be reduced by ten (10) minutes.

f) Reduction of rest break payment will not apply to employees who have made advance arrangements for daily leave of absence for Union business.

g) For calculating purposes only, the twelve (12) month period for which payment is made will commence the beginning of Pay Period #23.

8-2 Reporting Time – Pay

Bus Operators booked on runs scheduled out of the garage shall be required to report for duty at the garage ten (10) minutes before the scheduled leaving time. Such time is to be known as “Reporting Time” and is to be paid for at the regular rates in addition to platform time.

8-3 Putting Away Time – Pay

Bus Operators who are required to put away their buses in the garage at the end of regular runs shall be allowed eight (8) minutes in addition to Platform Time to properly store their vehicles. Such time is to be known as "Putting Away Time" and is to be paid for at either regular or overtime rates in addition to platform time. It is understood that full schedule time applicable to that period of the day shall be allowed to complete the last trip unless determined otherwise by the Schedules Section in discussion with the Union Schedules Committee.

8-4 Travelling Time – Pay

A Bus Operator who works a straight shift which had different finishing and commencement points shall receive travel time equal to the weekday base period scheduled running time between the finish and commencement points, less ten (10) minutes. A Bus Operator who works a split shift shall receive travel time equal to the weekday base period scheduled running time, less ten (10) minutes, for each piece which has different finish and commencement points.

8-5 Layover Time – Pay

a) Bus Operators operating to special events such as Stadium, Arena, Race Track, etc., where they are required to layover, will be paid full time for all such layover time. This includes charters operating to these events.

b) In cases of out of city charters where the bus is required to wait at the destination point for the return trip, all time spent on the charter will be paid at straight time.

c) Out of city charters with a total time of less than seven and one half (7½) hours which can be tied with either an a.m. or p.m. peak hour special will be paid as per (b) above.

8-6 Sign Up – Pay

In cases where a Bus Operator makes a special trip to the garage on his/her own time for the express purpose of affixing his/her signature to the assignment sheets of a sign up not occasioned by the ordinary routine operation of the Transportation System, he/she will be paid one (1) hour and thirty (30) minutes pay for each such special sign up. For purposes of this Agreement, ordinary routine sign ups shall be construed to include five (5) general changes in any one (1) year and those changes requested by the Union.

8-7 Reports Not Connected With Own Bus – Pay

Any Bus Operator asked to make a special trip to the office, on his/her own time, to make a report relating to matters which occurred when he/she was off duty will be paid a minimum of two (2) hours at his/her regular rate.

8-8 Sunday Premium

Bus Operators will receive, in addition to the hourly rate shown in the schedule of rates, one quarter (¼) time for time worked on Sunday.

8-9 Route Training Premium

Bus Operators will receive, in addition to the hourly rate shown in the schedule of rates, five percent (5%) of the hourly rate for training new employees (route training).

8-10 Spread Premium

Spread premium will be paid to all Bus Operators, as contained in the premium schedule, for all work made up of several pieces. This shall not include "special" crews. Time spent on report shall not be included in the calculation of spread premium for Spare Operators. Spread time for time worked on crews (as shown on assignment sheets) will be paid for according to the following schedule:

Effective Pay Period #15, 2008 Spread Premiums will be as follows:

HOURS AND MINUTES	PREMIUM
9:30 to 10:00	$0.50/day
10:01 to 10:30	$1.00/day
10:31 to 11:00	$1.50/day
11:01 to 11:30	$2.50/day
11:31 to 12:00	$4.50/day

8-11 Communication Pay

Bus Operators will be paid two (2) hours pay per year to cover communication with Transit Management/Administration outside normal work hours.

8-12 Special Payments

Effective Pay Period #13, 2016, the City agrees to pay a premium of twenty-five cents (25¢) per hour to Bus Operators for all time worked from 19:00 to end of service. The shift premium shall not be paid where work is being compensated on an overtime basis.

Effective Pay Period #13, 2018, the shift premium will increase to fifty cents (50¢) per hour.

ARTICLE 9 – MISCELLANEOUS

9-1 Equipment of Buses

All buses shall be cleaned and fully equipped with proper appliances for operating, including an adequate supply of sand and fuel, and shall be ready for service ten (10) minutes prior to the time at which they are due to leave the garage. The Bus Operator of each bus, before leaving on the run, must see that the bus is fully equipped with the proper appliances and supplies, and if anything is found to be lacking must report at once to the Supervisor. Bus Operators must report any defects or anything wrong with the bus at the end of the run on defect slips provided for that purpose.

In case a bus regularly appears to be unduly cold, the matter shall be reported, in writing, to the Manager of Plant and Equipment and the condition will be corrected before the bus is again placed in operation.

9-2 Front Area of Buses

A line of contrasting colour shall be placed on the ceiling of all buses between the stanchion at the rear inner corner of the Operator'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. The 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, "Passengers are required to move behind the yellow line on request".

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

9-3 Backing Buses

No employee shall be required to back up a bus at the garage without having a man/woman guard the rear. Should it be necessary to back a bus in service and an accident results, the man/woman shall not be penalized unless proven negligent.

9-4 Convenience for Bus Operators

The City will provide comfort stations or access to facilities on all routes. Location of comfort stations on each route shall be placed with the corresponding run cards for each route. Restroom facilities will be made available in the vicinity of Portage and Main.

9-5 Watches

Each Bus Operator shall provide himself with a reliable watch which, in the opinion of the Manager of Operations, is suitable for transit service. Each Bus Operator will be held responsible for the accuracy of his/her watch and a faulty watch will not be accepted as a reason for non-adherence of schedule service.

SECTION 3 – PLANT AND EQUIPMENT ARTICLES

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.

1-2 All time worked over and above a regular day's work shall be paid for at time and one half (1.5x) for the first two (2) hours and double time (2x) thereafter. A "regular day's work" is the number of working hours specified for the particular employee for that day.

1-3 Double time (2x) will be paid to employees for all time worked on their day off.

1-4 An employee's working day, or day off, as the case may be, constitutes the twenty-four (24) hour period commencing eight (8) hours preceding the beginning of his/her regular shift and ending sixteen (16) hours after the beginning of his/her regular shift.

1-5 No change shall be made in hours of work, except as agreed by Management and Union.

1-6 Any employee called out when off duty shall receive not less than two (2) hours and forty (40) minutes pay at time and one half (1.5x) unless called out less than two (2) hours and forty (40) minutes before his/her regular work day starts.

1-7 No overtime shall be paid on overtime.

1-8 All time worked on a holiday observed by the City shall be paid for at the rates provided in Section 1, Article 9 of this Agreement.

1-9 All shifts shall be a straight seven and one half (7½) hours with twenty (20) minutes allowed for lunch in the middle of the shift as near possible on any shift designated as a day shift and thirty (30) minutes on any shift designated as a night shift.

1-10 A minimum of ten (10) minutes overtime will be paid for all time worked outside regular shifts by hourly rated employees.

1-11 Only men/women needed to maintain service shall be required to work on Saturdays and Sundays.

1-12 Any employee who has worked overtime shall not be laid off to equal overtime worked.

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.

1-14 Any employee doing superior work to his/her classification shall be paid at the superior rate for all time so worked.

1-15 Any employee having to work two (2) hours or more overtime before his/her regular shift will be paid six dollars and fifty cents ($6.50) for a meal and six dollars and fifty cents ($6.50) towards a meal each succeeding four (4) hours of overtime, up to his/her regular shift starting time.

Any employee having to work two (2) hours or more overtime after his/her regular shift will be paid six dollars and fifty cents ($6.50) for a meal and six dollars and fifty cents ($6.50) towards a meal each succeeding four (4) hours of overtime.

1-16 Subject to operational requirements, employees scheduled to work on Christmas Eve or the last business day (Monday-Friday) preceding Christmas, may be dismissed one and one-half (1.5) hours before the end of their scheduled shift. This provision shall only be applicable to employees who are at work on the said day.

ARTICLE 2 – NIGHT AND AFTERNOON SHIFT PREMIUM

The City agrees to pay a premium of **one dollar and fifteen cents ($1.15)** 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.

ARTICLE 3 – SIGN UPS

3-1 Employees in the following classifications will sign up by February 1st, June 1st and October 1st of each year, on the basis of seniority from lists which shall be posted with the understanding that they qualify for the position they sign on.

General Helper (not including General Helpers in the Facilities Maintenance Subsection)
Truck/Transport Mechanic
Truck/Transport Mechanic Helper
Bus Serviceman
Storekeepers

ARTICLE 4 – CLOTHING

4-1 The City shall provide employees of the Plant and Equipment Division with work clothing. Employees will initially select five (5) sets of work clothing, a set being defined as one (1) coverall; or one (1) work pant/shirt outfit; or one (1) denim bib overall; or one (1) denim work jacket; or one (1) smock. Employees may exchange worn out garments on a one-for-one basis and may change their selection at that time. Employees may choose to assume responsibility for cleaning and maintaining their supplied garments, or they may choose to leave that responsibility with the Department.

Employees must advise the Manager of Plant and Equipment by September 1st of each year as to their garment cleaning/maintenance choice for the following year. Employees

who choose to leave the responsibility with the Department will be able to pick up cleaned clothing on a specific, assigned day and time each week.

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. 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.

Payment will be made by January 30th each year.

4-3 Downtown Service Clerks shall be provided with two (2) pairs of uniform trousers and three (3) uniform shirts per year. These employees will be required to wear uniform shirts at all times while on duty.

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.

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

Truck/Transport Mechanic, Truck/Transport Mechanic Apprentice, Bus Electronic Technician, Diesel Coach 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

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

Machinist, Mechanic's Helper, Bus Maintenance Trainer

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

Wireman, Carpenter, Armature Winder.

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

Heating and Air Conditioning Technician, Upholsterer, Electrician, Drillman.

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

2015 - $110.00
2017 - $121.00

Welder, Industrial Welder.

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

ARTICLE 6 – TRAINING PROGRAM

6-1 A training program to enable promotion to Journeyman status from within the Plant and Equipment Division shall be offered to employees of the Division when the City decides that promotion from within is possible. The program shall be offered on the following basis:

a) Positions will be bulletined in the Plant and Equipment Division for all interested employees.

b) Employees may qualify for the training program after completing four (4) years as a Journeyman Helper. Credits of up to four (4) years may be granted to an employee with related experience. The years and months of credit granted to an

employee shall be determined by the Manager of Plant and Equipment after consultation with the Union.

c) Employees who qualify for the training program shall enter a training period of four (4) years accumulated duration as an Improver and shall be granted Journeyman status with two (2) years seniority in the classification upon completion of the training program to the satisfaction of the Manager of Plant and Equipment.

d) When an employee is appointed to an Improver classification he/she shall be paid at the pay step that is closest to, but not less than, his/her current rate of pay.

e) A trainee starting above the lowest pay step of the Improver classification will remain at that pay step until he/she has accumulated the Improver time necessary to qualify for the next step of the pay schedule.

6-2 The City agrees to consider "internal" candidates at the same time and on the same basis, when considering "external" candidates for Truck/Transport Mechanic Apprentice positions.

ARTICLE 7 – PLANT AND EQUIPMENT CLASSIFICATIONS

7-1 Employees that are not in a permanent In Charge classification that are appointed to act for a Supervisor in his/her absence from the facility shall be paid ten percent (10%) above the top rate of their regular classification.

7-2 Employees that are in a permanent In Charge classification that are appointed to act for a Supervisor in his/her absence from the facility shall be paid five percent (5%) above the rate of their regular In Charge classification.

7-3 Tradesman's Helpers

a) It is agreed that the ratio of Helpers to Journeymen in the Division will not exceed one (1) Helper for the first Journeyman and one (1) Helper for each five (5) succeeding Journeymen.

b) It is agreed that the duties of Helpers shall be confined solely to helping Journeymen and Apprentices.

7-4 Men/women of all classifications must attend to road calls if and when called upon to do so.

7-5 Men/women of all classifications may be called upon to leave their particular line of work and to do, or assist in doing, any other job for which the rate of pay is equal to, or less than, the rate of pay of their particular classification.

ARTICLE 8 – APPRENTICES

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. Apprentices to trades not designated under the Apprenticeship Act shall be subject to the accepted practices now in force. This applies

to Welders, and any other Apprentices who may be employed in a trade not designated under the Apprenticeship Act, subject to agreement of both parties to this Agreement. The City agrees during the period of this Agreement to employ not more than three (3) Machinist's Apprentices and one (1) Welder's Apprentice.

8-3 Upon completing his/her apprenticeship, an Apprentice shall be assigned a seniority date in the trades classification equivalent to two (2) years after their original hire date as an Apprentice.

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

8-5 The Apprenticeship Training Program will consider credits earned by a new employee through indentureship with another employer prior to his/her employment with the City of Winnipeg Transit System. Ultimate "A" Mechanic seniority, however, will relate directly to his/her service date with the City of Winnipeg Transit System so that he/she will not gain advantage over other employees who may have started the Apprenticeship Program at an earlier date but who did not have previous credits.

8-6 Upon completing his/her apprenticeship, the employee will attain "A" Mechanic status and will be given all the rights and privileges thereof.

8-7 Effective January 1, 2009 or earlier if practicable, the City will commence top up of Employment Insurance earnings in accordance with EI regulations during periods of study required for Apprentices. An Apprentice who elects to leave the employ of the City before certification shall repay any top up payments made in the previous twenty-four (24) months. An Apprentice who achieves certification shall remain in the employ of the City for a minimum of two (2) years following the date of certification. Otherwise, the employee shall repay the City for all top up payments made during the prior twenty-four (24) months.

ARTICLE 9 INTERPROVINCIALLY CERTIFIED JOURNEYMAN TRUCK AND TRANSPORT MECHANIC RERUITMENT

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.

9-2 Interprovincially Certified Journeyman Truck and Transport Mechanics hired by the City shall be required to successfully complete **up to** a two (2) year training program in the Mechanic Improver classification prior to qualifying for full status in the Truck/Transport Mechanic classification.

9-3 Upon completing his/her training program, a Mechanic Improver 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 two (2) years after their original hire date as a Mechanic Improver.

THE CITY OF WINNIPEG AND
AMALGAMATED TRANSIT UNION, LOCAL 1505

WAGES 2015 TO 2019

GENERAL WAGE INCREASE

Effective Pay Period #3, 2015 – Increase all bi-weekly/hourly rates in effect by two percent (2.0%)

Effective Pay Period #6, 2016 – Increase all bi-weekly/hourly rates in effect by two percent (2.0%)

Effective Pay Period #7, 2017 – Increase all bi-weekly/hourly rates in effect by two and one-half percent (2.5%).

Effective Pay Period #7, 2018 – Increase all bi-weekly/hourly rates in effect by two point seven percent (2.7%).

SPECIAL ADJUSTMENTS

Special Trade Adjustment

Effective Pay Period #3, 2015 – Increase all Trades (Appendix 2) rates by one-half a percent (0.5%). This increase will be applied at the same time of the negotiated general wage increase and not compounded.

Effective Pay Period #6, 2016 – Increase all Trades (Appendix 2) rates by one-half a percent (0.5%). This increase will be applied at the same time of the negotiated general wage increase and not compounded.

Effective Pay Period #7, 2017 – Increase all Trades (Appendix 2) rates by one-half a percent (0.5%). This increase will be applied at the same time of the negotiated general wage increase and not compounded.

Effective Pay Period #7, 2018 – Increase all Trades (Appendix 2) rates by point eight percent (0.8%). This increase will be applied at the same time of the negotiated general wage increase and not compounded.

Plant and Equipment Night and Afternoon Shift Premium

Effective Date of Ratification (July 15, 2015) – Increase by five cents (5¢) per hour.

Effective Pay Period #3, 2016 – Increase by five cents (5¢) per hour.

Effective Pay Period #3, 2017 – Increase by five cents (5¢) per hour.

Bus Operator Shift Premium

Effective Pay Period #13, 2016 – Introduce shift premium of twenty-five cents (25¢) per hour for all time worked between 19:00 to the end of service.

Effective Pay Period #13, 2018 – Increase by twenty-five (25¢) per hour for all time worked between 19:00 to the end of service.

Miscellaneous

Effective Date of Ratification (July 15, 2015) – Increase Bus Operator initial training rate to eighty percent (80%) of the first twelve (12) month hourly rate.

Effective Date of Ratification (July 15, 2015) – Adjust Bus Maintenance Trainer wage scale to coincide with Acting Supervisor wage scale.

Effective Date of Ratification (July 15, 2015) – Adjust Painter-in-Charge wage scale to align with Machinist I/C, Mechanic Truck/Transport I/C and Body Repairer I/C wage scale.

Effective Pay Period #3, 2018 – Increase the top rate of Bus Operators by seven cents (7¢) per hour.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

THE CITY OF WINNIPEG

Mayor

City Clerk

Certified as to Contract Details:

Director, Corporate Support Services

Reviewed as to Business Terms

Manager, Labour Relations and Total Compensation

Legally Reviewed and Certified as to Form:

City Solicitor / Director, Legal Services

FOR AMALGAMATED TRANSIT UNION, LOCAL 1505

President – Business Agent

Assistant Business Agent – Operations

Executive Vice President

Assistant Business Agent – Plant and Equipment

Financial Secretary Treasurer

Recording Secretary

G1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: BUS EQUIPMENT

The City agrees to discuss specifications for buses with the Union prior to the purchase of new buses with a view to the inclusion of mutually acceptable features with the understanding that the City shall be the final authority with respect to the details of the specifications.

The City of Winnipeg Transit System specifications for manufacture and supply of new transit type buses shall include provision for power steering.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G2

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

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

It is agreed that 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
One (1) Day	One (1) Day

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

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G3

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: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G4

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 (i.e. January **18, 2015** to January **12, 2019)**.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G5

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: RESPECTFUL WORKPLACE

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1. Introduction

Keeping in mind the principles of a respectful workplace as outlined in Section 1 - Article 27, issues shall be addressed quickly and thoroughly. At any time, all individuals shall have the right to Union representation. Individuals have the right at any time, to file a grievance under Article 31 or to file a Manitoba Human Rights Commission complaint.

2. Process

If Section 1 - Article 27 – Respectful Workplace has been violated, the following will apply:

Directly to Step 3

Depending on the nature of the incident, Management or the Union has the right to proceed directly to Step 3. All matters involving violence will proceed directly to Step 3. Most other situations will begin at Step 1.

Step 1 – Resolving the Problem on Your Own

Keeping in mind the principles of a respectful workplace, attempt to resolve the problem directly with the other party by:

- Raising the issue with the other party in a timely manner.
- Discussing the problem with them in an attempt to resolve the issue.
- Asking them to stop the offending behaviour.

If you want support or assistance in approaching the person, you may consult your supervisor, Union Steward, co-worker or Departmental Human Resources Representative.

If the issue involves your immediate Supervisor, you may contact the Departmental Human Resources Representative or your Union Representative. Discussions or resolutions in this Step are considered to be “without prejudice” to either party and will not be used by the parties at subsequent stages of this process or at other proceedings under Section 1 - Article 27 – Respectful Workplace.

If for any reason you are unable to approach the other person or, if after approaching them, you do not feel the problem has been resolved, proceed to Step 2.

Step 2 – Problem Solving

Report the issue to your immediate Supervisor. You may request the help of a Union Representative if you wish. As soon as possible, the Supervisor will conduct an assessment and attempt to resolve the issue in a problem solving and educational manner.

If unresolved, proceed to Step 3.

Step 3 – Resolution of Issue

The immediate Supervisor or the Union Representative or the employee shall report the issue to the Manager or designate. The Manager, or designate, in cooperation with the Departmental Human Resource Representative shall attempt to resolve the issue. Both parties recognize that the resources being considered are sensitive to the employees' individual needs and culture. Such resources may include: coaching, mediation, EAP counseling, justice circles, or any other resources deemed appropriate. Failing satisfactory resolution at this stage, individuals may exercise their rights under Section 1 – Grievances.

3. Communication and Follow Up

Management will inform all parties of the progress of the issue during the course of its resolution. When the matter is resolved, Management will notify the parties of its resolution as soon as possible and will quickly follow up with action required to restore and maintain a respectful workplace.

4. Malicious or Vexatious Complaint

Anyone filing a malicious or vexatious complaint under Section 1 - Article 27 may be subject to disciplinary action.

5. Review

The City and the Union agree to meet no less than twice per year to review the viability of Section 1 - Article 27 – Respectful Workplace and this Letter of Understanding. If both parties agree, changes can be made to this Letter of Understanding prior to the expiry date of the Collective Agreement.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G6

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

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G8

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 shall be the equivalent to the entry level rate for the ATU Maintenance Worker 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.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G9

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: PROMOTIONS

The parties agree that there is a need to provide stability in the workplace and avoid the disruption of constant movement between classifications. Therefore it is agreed that an employee who exercises their right to return to their former position, as per Article 11-3, 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.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G10

LETTER OF UNDERSTANDING

BETWEEN

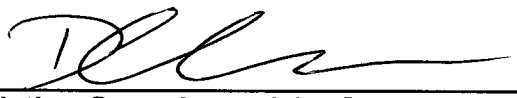
THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: PASSENGER CODE OF CONDUCT

The parties recognize the need for a Passenger Code of Conduct, and public education campaign to be advertised within busses and on Transit property. The parties will meet within ninety (90) days of ratification to review and discuss materials associated with a Passenger Code of Conduct and public education campaign. Specific wording, signage, approval processes and authorizations will be reviewed. The parties will work towards an implementation date of December 31, 2015.

Agreed this Date: July 15, 2015



For the Negotiating Committee of the City of Winnipeg



For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: SCHEDULE COMMITTEE

A Schedule Committee shall be comprised of three (3) members from the Schedules Section and three (3) members from the Union (Local 1505) (with alternates named to replace members who may be absent) and two (2) Bus Operators. The selection of the Bus Operators will be through a selection process established and mutually agreed to by the Working Conditions Committee. The Committee will meet at mutually agreed times, but at least twice prior to a new change of schedules.

One (1) or more meetings will be held to discuss operating schedules and crew assignments prior to their preparation with a view to make improvements for the following Schedule Change. A final meeting will be called 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.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O2

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: CHARTER BUS SERVICE

In order to enhance Winnipeg Transit's ability to meet the demand for chartered bus services while not jeopardizing regular service delivery, the Amalgamated Transit Union and the City of Winnipeg have hereby agreed to the utilization of retired Winnipeg Transit Bus Operators for charter service delivery. In doing so, it is agreed that this will not create a precedent or form the basis for discussion on part-time or casual employment of regular Bus Operators.

In the event of a layoff of regular Bus Operators, the use of retired Bus Operators would only occur if it were necessary in order to fulfill a charter booking that was accepted prior to the date of layoff and only after offering any charter work that they would perform, first to those Operators on layoff.

The following terms and conditions will apply to the employment of Retired Bus Operators (R.B.O.'s):

1. Work assignments will be limited to charter orders, not including regular charter work that can be contained in regular runs and signed for.

2. Where operational considerations permit, charter order work will be given to Spare Operators rather than R.B.O.'s.

3. The maximum number of R.B.O.'s that Winnipeg Transit will maintain is twenty (20). Applications will be accepted from any interested retired Winnipeg Transit Operator; however re-employment will be based on suitability, availability and previous work history.

4. Maximum hours of work will be twenty-seven (27) hours per week, per R.B.O. Work will be rotated among qualified R.B.O.'s to the extent possible, taking into account special service needs and individual availability.

5. The work and employment of R.B.O.'s is of a temporary character, and as such, R.B.O.'s will remain temporary employees and will not establish seniority. Notwithstanding this, Union dues will apply.

6. The wage rate will be equivalent to the prevailing Third 12 Months rate for Regular Bus Operators. No step progression will apply.

7. Unless specifically provided herein, no benefits or premiums will be provided other than those required by provincial employment statutes.

8. R.B.O.'s will supply their initial uniforms. Sufficient additional uniform items will be provided as necessary to ensure that a professional appearance is maintained.

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 same **and to develop expansions or improvements to the Program**. However, if this proves unsuccessful, either party may withdraw from this agreement by giving to the other party not less than ninety (90) days notice in writing of its intention to do so. Any previously booked charter commitments will be fulfilled prior to the discontinuance of the use of Retired Bus Operators, but in any case not later than six (6) months following the date of notification.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O3

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: 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 and will be paid at one half (½) their applicable hourly rate. In addition, Spare Operators will be paid overtime after eight (8) hours of work at the rate of time and one half (1.5x).

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 Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O5

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: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O6

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: UNIFORMS

During the term of the Agreement the parties agree to discuss and review the Uniform Point System in Section 2, Article 6-1(a).

Any recommendations approved by both parties resulting from these discussions will be adopted into the Collective Agreement during the term of this Agreement.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O7

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: SECURITY

The parties agree that safety of employees is a priority. It is also agreed that improvements to the existing process are desirable.

Therefore it is agreed that during the duration of the Collective Agreement the City will work with ATU to enhance the security of employees and passengers. The parties will meet within ninety (90) days of ratification to begin discussions.

Furthermore, the City will set a meeting with ATU, Winnipeg Transit and the Winnipeg Police Service to solicit input and involvement in the development and implementation of this initiative.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O9

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: BANKED TIME FOR BUS OPERATORS

During the term of the Agreement it is anticipated that the City of Winnipeg Transit Department will introduce a new time tracking system for Bus Operators which may provide the opportunity for Operators to bank time.

When introduced, the parties agree to develop, on a trial basis, a process to allow Bus Operators who work observed holidays the opportunity to bank a day off to a maximum of five (5) days.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: STOREKEEPER LUNCH PERIOD

In recognition of the deletion of the Stores – Special Clauses from the Collective Agreement, effective 1988, it is agreed that Storekeepers will continue to be provided with a thirty-five (35) minute lunch period.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P2

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: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P3

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: TRUCK/TRANSPORT MECHANIC SPECIALIST

The City of Winnipeg and Amalgamated Transit Union, Local 1505, agree to rename the classification, Dynamometer Operator Class Code 8201, to Truck/Transport Mechanic Specialist.

The Truck/Transport Mechanic Specialist will be a lead rebuild, diagnostic, repair and training expert in specialized areas including, but not limited to, transmissions, engines, HVAC, chassis electrical systems, and chassis dynamometer operation. These positions will be filled by bulletin and will neither be included in the tri-annual work signup nor the vacation signup for Truck/Transport Mechanics.

As Shop Leaders, Specialists must have demonstrated advanced technical, interpersonal and communication skills during their careers. Specialists will be required to successfully complete a six (6) month training program prior to qualifying for full status in the classification.

The rate of pay for Truck/Transport Mechanic Specialists will be five percent (5%) above the top rate of the Truck/Transport Mechanic classification.

If a Specialist opts to return to the Truck/Transport Mechanic Classification after successfully completing their training, sufficient notice must be provided prior to their return. The Specialist will return only after a new incumbent has been selected and trained adequately. This notice period will be a minimum of six (6) months and will not exceed one (1) year. The Specialist will return to their former position on the Truck/Transport Mechanic Seniority List.

Agreed this Date: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P4

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: July 15, 2015

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

2015 to 2019 SALARY SCHEDULE
OPERATIONS CLASSIFICATIONS
HOURLY RATE BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
ASSISTANT DISPATCH	**8401**	$17.95		$18.31	$18.77		$19.28
		$19.51		$19.90	$20.40		$20.95
		$21.05		$21.47	$22.01		$22.60
		$22.62		$23.07	$23.65		$24.29
		$24.15		$24.63	$25.25		$25.93
ASSISTANT DISPATCH I/C	**8405**	$19.16		$19.54	$20.03		$20.57
		$20.68		$21.09	$21.62		$22.20
		$22.27		$22.71	$23.28		$23.91
		$23.79		$24.26	$24.87		$25.54
		$25.33		$25.84	$26.48		$27.20
OPERATOR, BUS	**(A)8421**						
--First 12 Months		$18.79		$19.17	$19.65		$20.18
--Second 12 Months		$20.31		$20.72	$21.24		$21.81
--Third 12 Months		$21.85		$22.29	$22.85		$23.47
--Fourth 12 Months		$23.64		$24.11	$24.72		$25.38
After 48 Months		$26.15		$26.67	$27.34		
***Eff PP#3, 2018-Increase Bus Operator-Operator-After 48 Months + 7¢/hour**						**$27.41**	$28.15
OPERATOR, BUS TRAINING	**8427**	$14.25					
****Eff July 15, 2015-Increase to 80% of First 12 Month Hourly rate**			**$15.03**	$15.33	$15.72		$16.14
SUPERVISOR, ACTING	**8431**						
(Top Operator rate + 10%)		$28.77		$29.34	$30.07		
***Eff PP #3, 2018-Increase Bus Operator-After 48 Months + 7¢/hour**						**$30.15**	$30.97
After 3 Years as Acting Supervisor (Top Operator rate + 15%)		$30.07		$30.67	$31.44		
***Eff PP#3, 2018-Increase Bus Operator-After 48 Months + 7¢/hour**						**$31.52**	$32.37

NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference

PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
BUILDING SERVICES I/C (Top Journey Electrican rate + 5%)	**8046**	$34.25		$35.10	$36.15		$37.42
▲BUS ELECTRONICS TECHNICIAN	**8571**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$31.77		$32.56	$33.54		$34.72
		$33.46		$34.29	$35.32		$36.56
		$35.12		$35.99	$37.07		$38.37
▲CARPENTER	**8051**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
		$29.48		$30.21	$31.12		$32.21
		$30.98		$31.75	$32.71		$33.85
▲DAMAGE ESTIMATOR	**8065**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$29.28		$30.01	$30.91		$32.00
		$30.89		$31.67	$32.62		$33.76
		$32.48		$33.29	$34.29		$35.49
DRILLMAN (who has seniority as a General Helper)	**8067**						
--First 12 Months		$20.60		$21.02	$21.54		$22.12
--Second 12 Months		$21.73		$22.17	$22.72		$23.34
--Third 12 Months		$22.86		$23.32	$23.90		$24.55
--Fourth 12 Months		$23.34		$23.80	$24.40		$25.06
--Fifth 12 Months		$24.13		$24.61	$25.22		$25.91
--After 5 Years		$24.97		$25.46	$26.10		$26.81
DRIVER, TRUCK	**8071**						
--First 12 Months		$16.46		$16.79	$17.21		$17.67
--Second 12 Months		$17.99		$18.35	$18.81		$19.32
--Third 12 Months		$19.62		$20.01	$20.51		$21.07
--Fourth 12 Months		$20.62		$21.03	$21.55		$22.14
--Fifth 12 Months		$22.22		$22.66	$23.23		$23.86
--Thereafter		$23.35		$23.82	$24.41		$25.07
▲ELECTRICIAN JOURNEY (Building Services)	**8087**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$29.40		$30.14	$31.04		$32.13
		$31.01		$31.79	$32.74		$33.89
		$32.61		$33.43	$34.43		$35.64
HELPER, GENERAL	**8101**						
--First 12 Months		$16.46		$16.79	$17.21		$17.67
--Second 12 Months		$17.99		$18.35	$18.81		$19.32
--Third 12 Months		$19.62		$20.01	$20.51		$21.07
--Fourth 12 Months		$20.62		$21.03	$21.55		$22.14
--Thereafter		$22.22		$22.66	$23.23		$23.86

▲ Special Trade Adjustment = PP#3, 2015 - 0.5%; PP#6, 2015 - 0.5%; PP#7, 2015 - 0.5%; and PP#7, 2018 - 0.8%
NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference

PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
LABOURER	**8115**						
--First 12 Months		$16.46		$16.79	$17.21		$17.67
--Second 12 Months		$17.99		$18.35	$18.81		$19.32
--Third 12 Months		$19.62		$20.01	$20.51		$21.07
--Fourth 12 Months		$20.62		$21.03	$21.55		$22.14
--Thereafter		$22.22		$22.66	$23.23		$23.86
LOOPS AND BUS STOPS I/C	**8116**	$29.59		$30.18	$30.93		$31.77
▲MACHINIST	**8121**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
		$29.48		$30.21	$31.12		$32.21
		$30.98		$31.75	$32.71		$33.85
MACHINIST I/C (Top Mechanic-Truck/Transport rate + 10%)	**8125**	$35.31		$36.19	$37.28		$38.58
MAINTENANCE WORKER	**8166**	$16.46		$16.79	$17.21		$17.67
		$17.99		$18.35	$18.81		$19.32
		$19.62		$20.01	$20.51		$21.07
		$20.62		$21.03	$21.55		$22.14
		$22.22		$22.66	$23.23		$23.86
		$23.35		$23.82	$24.41		$25.07
▲MECHANIC, TRUCK/TRANSPORT	**8161**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$29.06		$29.79	$30.68		$31.75
		$30.60		$31.36	$32.30		$33.43
		$32.10		$32.90	$33.89		$35.08
▲MECHANIC, TRUCK/TRANSPORT APPRENTICE	**8162**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
--First Year		$19.81		$20.31	$20.92		$21.65
--Second Year		$21.95		$22.50	$23.17		$23.98
--Third Year		$24.05		$24.65	$25.39		$26.28
--After 3 Years		$26.24		$26.89	$27.70		$28.67
--After 3 Years and 6 Months		$27.26		$27.94	$28.78		$29.79
MECHANIC, HELPER	**8163**						
--First 12 Months		$20.60		$21.02	$21.54		$22.12
--Second 12 Months		$21.73		$22.17	$22.72		$23.34
--Third 12 Months		$22.86		$23.32	$23.90		$24.55
--Fourth 12 Months		$23.34		$23.80	$24.40		$25.06
--After 4 Years		$24.13		$24.61	$25.22		$25.91
--After 6 Years		$24.76		$25.25	$25.89		$26.58

▲ Special Trade Adjustment = PP#3, 2015 - 0.5%; PP#6, 2015 - 0.5%; PP#7, 2015 - 0.5%; and PP#7, 2018 - 0.8%
NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference

PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
MECHANIC, IMPROVER	**8164**						
--First Year Improver		$22.92		$23.38	$23.97		$24.61
--Second Year Improver		$24.18		$24.66	$25.28		$25.96
--Third Year Improver		$25.48		$25.99	$26.63		$27.35
--Fourth Year Improver		$26.46		$26.99	$27.66		$28.41
MECHANIC, TRUCK/TRANSPORT I/C (Top Mechanic-Truck/Transport rate + 10%)	**8165**	$35.31		$36.19	$37.28		$38.58
▲MECHANIC, INDUSTRIAL	**8167**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
		$29.48		$30.21	$31.12		$32.21
		$30.98		$31.75	$32.71		$33.85
MECHANIC, INDUSTRIAL HELPER	**8168**						
--First 12 Months		$20.60		$21.02	$21.54		$22.12
--Second 12 Months		$21.73		$22.17	$22.72		$23.34
--Third 12 Months		$22.86		$23.32	$23.90		$24.55
--Fourth 12 Months		$23.34		$23.80	$24.40		$25.06
--After 4 Years		$24.13		$24.61	$25.22		$25.91
--After 6 Years		$24.76		$25.25	$25.89		$26.58
BUS MAINTENANCE TRAINER	**8169**	$25.81					
		$26.71					
		$27.64					
		$28.60					
Eff July 15, 2015-rate of pay to be the same as Acting Supervisor (8431) (Top Operator rate + 10%)			**$28.77**	$29.34	$30.07		
***Eff PP#3, 2018-Increase Bus Operator-After 48 Months + 7¢/hour**						**$30.15**	$30.97
After 3 Years (Top Operator rate + 15%)			**$30.07**	$30.67	$31.44		
***Eff PP#3, 2018-Increase Bus Operator-After 48 Months + 7¢/hour**						**$31.52**	$32.37
MECHANIC, TRUCK/TRANSPORT SPECIALIST (Top Mechanic-Truck/Transport + 5%)	**8201**	$33.71		$34.55	$35.58		$36.83
OPERATOR, FRONT END LOADER	**8211**	$21.73		$22.17	$22.72		$23.34
		$22.95		$23.41	$23.99		$24.64
		$24.13		$24.61	$25.22		$25.91

▲ Special Trade Adjustment = PP#3, 2015 - 0.5%; PP#6, 2015 - 0.5%; PP#7, 2015 - 0.5%; and PP#7, 2018 - 0.8%
NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference

PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
OPERATOR, GRADER	**8221**	$21.73		$22.17	$22.72		$23.34
		$22.95		$23.41	$23.99		$24.64
		$24.13		$24.61	$25.22		$25.91
▲PAINTER	**8251**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
Painters while working as Sign Painters		$29.48		$30.21	$31.12		$32.21
will accumulate seniority in the classification		$30.98		$31.75	$32.71		$33.85
as well as in the basic classification of Painter							
PAINTER, HELPER	**8253**						
--First 12 Months		$20.60		$21.02	$21.54		$22.12
--Second 12 Months		$21.73		$22.17	$22.72		$23.34
--Third 12 Months		$22.86		$23.32	$23.90		$24.55
--Fourth 12 Months		$23.34		$23.80	$24.40		$25.06
--After 4 Years		$24.13		$24.61	$25.22		$25.91
--After 6 Years		$24.76		$25.25	$25.89		$26.58
PAINTER, I/C	**8255**	$33.91					
Eff July 15, 2015:							
(Top Mechanic-Truck/Transport + 10%)			**$35.31**	$36.19	$37.28		$38.58
▲REPAIRER, BODY	**8281**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
		$29.48		$30.21	$31.12		$32.21
		$30.98		$31.75	$32.71		$33.85
REPAIRER, BODY I/C	**8285**	$35.31		$36.19	$37.28		$38.58
(Top Mechanic-Truck/Transport + 10%)							
▲TECHNICIAN, DIESEL BUS	**8310**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$31.77		$32.56	$33.54		$34.72
		$33.46		$34.29	$35.32		$36.56
		$35.12		$35.99	$37.07		$38.37
▲TECHNICIAN, HEAT & AIR CONDITIO	**8311**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$28.55		$29.26	$30.14		$31.19
		$30.16		$30.91	$31.84		$32.96
		$31.70		$32.49	$33.47		$34.64

▲ Special Trade Adjustment = PP#3, 2015 - 0.5%; PP#6, 2015 - 0.5%; PP#7, 2015 - 0.5%; and PP#7, 2018 - 0.8%
NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference

PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
TIREMAN	**8321**	$27.44		$27.99	$28.69		$29.47
		$28.98		$29.55	$30.29		$31.11
		$30.47		$31.08	$31.86		$32.72
TIREMAN, IMPROVER	**8324**						
--First Year Improver		$22.92		$23.38	$23.97		$24.61
--Second Year Improver		$24.18		$24.66	$25.28		$25.96
--Third Year Improver		$25.48		$25.99	$26.63		$27.35
--Fourth Year Improver		$26.46		$26.99	$27.66		$28.41
TIREMAN I/C	**8326**	$31.99		$32.63	$33.45		$34.35
(Top Tireman rate + 5%)							
UPHOLSTERER	**8331**	$27.44		$27.99	$28.69		$29.47
		$28.98		$29.55	$30.29		$31.11
		$30.47		$31.08	$31.86		$32.72
UPHOLSTERER, IMPROVER	**8334**						
--First Year Improver		$22.92		$23.38	$23.97		$24.61
--Second Year Improver		$24.18		$24.66	$25.28		$25.96
--Third Year Improver		$25.48		$25.99	$26.63		$27.35
--Fourth Year Improver		$26.46		$26.99	$27.66		$28.41
SHELTER SERVICER	**8341**						
--First 12 Months		$16.46		$16.79	$17.21		$17.67
--Second 12 Months		$17.99		$18.35	$18.81		$19.32
--Third 12 Months		$19.62		$20.01	$20.51		$21.07
--Fourth 12 Months		$20.62		$21.03	$21.55		$22.14
--Fifth 12 Months		$22.22		$22.66	$23.23		$23.86
--Thereafter		$23.35		$23.82	$24.41		$25.07
BUS SERVICER	**8351**						
--First 12 Months		$16.46		$16.79	$17.21		$17.67
--Second 12 Months		$17.99		$18.35	$18.81		$19.32
--Third 12 Months		$19.62		$20.01	$20.51		$21.07
--Fourth 12 Months		$20.62		$21.03	$21.55		$22.14
--Fifth 12 Months		$22.22		$22.66	$23.23		$23.86
--Sixth 12 Months		$23.35		$23.82	$24.41		$25.07
--Thereafter		$24.18		$24.66	$25.28		$25.96
BUS SERVICER I/C	**8355**	$26.59		$27.13	$27.80		$28.55
(Top Bus Servicer rate + 10%)							
WELDER	**8361**	$27.44		$27.99	$28.69		$29.47
		$28.98		$29.55	$30.29		$31.11
		$30.47		$31.08	$31.86		$32.72

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NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference

PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
WELDER I/C	**8365**	$31.99		$32.63	$33.45		$34.35
(Top Welder rate + 5%)							
▲WELDER, INDUSTRIAL	**8366**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
		$29.48		$30.21	$31.12		$32.21
		$30.98		$31.75	$32.71		$33.85
▲WINDER, ARMATURE	**8371**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
		$29.48		$30.21	$31.12		$32.21
		$30.98		$31.75	$32.71		$33.85
WIREMAN	**8381**	$27.44		$27.99	$28.69		$29.47
		$28.98		$29.55	$30.29		$31.11
		$30.47		$31.08	$31.86		$32.72
▲WORKER, SHEET METAL	**8391**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$27.94		$28.64	$29.50		$30.53
		$29.48		$30.21	$31.12		$32.21
		$30.98		$31.75	$32.71		$33.85

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STORES CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
STOREKEEPER 1	**8306**						
--First 6 Months		$19.19		$19.58	$20.07		$20.61
--Second 6 Months		$20.25		$20.66	$21.17		$21.74
--Third 6 Months		$21.32		$21.75	$22.29		$22.89
--Fourth 6 Months		$22.16		$22.60	$23.17		$23.79
--After 2 Years		$23.00		$23.46	$24.04		$24.69
--After 3 Years		$23.68		$24.15	$24.75		$25.42
STOREKEEPER 2	**8307**	$23.00		$23.46	$24.04		$24.69
		$23.68		$24.15	$24.75		$25.42
		$24.24		$24.72	$25.34		$26.02
STOREKEEPER 3	**8308**	$23.68		$24.15	$24.75		$25.42
		$24.24		$24.72	$25.34		$26.02
		$25.37		$25.87	$26.52		$27.24
STOREKEEPER 4	**8309**	$24.24		$24.72	$25.34		$26.02
		$25.37		$25.87	$26.52		$27.24
		$27.44		$27.99	$28.69		$29.47

NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference

TREASURY CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#3 2015 2.0%	JULY 15/15 VARIOUS	PP#6 2016 2.0%	PP#7 2017 2.5%	PP#3 2018 VARIOUS	PP#7 2018 2.7%
CLERK, DOWNTOWN SERVICE	**8521**						
--First 6 Months		$22.11		$22.55	$23.12		$23.74
--Second 6 Months		$23.31		$23.78	$24.37		$25.03
--Third 6 Months		$24.53		$25.02	$25.64		$26.34
--Thereafter		$25.04		$25.54	$26.18		$26.88
▲TECHNICIAN, TREASURY	**8561**	**+.5%**		**+.5%**	**+.5%**		**+.08%**
		$30.14		$30.89	$31.82		$32.93
		$31.78		$32.58	$33.56		$34.73
		$33.43		$34.27	$35.30		$36.53

▲ Special Trade Adjustment = PP#3, 2015 - 0.5%; PP#6, 2015 - 0.5%; PP#7, 2015 - 0.5%; and PP#7, 2018 - 0.8%
NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference