THE CITY OF WINNIPEG

-and-

THE AMALGAMATED TRANSIT UNION, LOCAL 1505

MEMORANDUM OF AGREEMENT

JANUARY 8, 2023 to JANUARY 10, 2027

Errors and Omissions Excepted

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WINNIPEG
and
THE AMALGAMATED TRANSIT UNION, LOCAL 1505

ERRORS AND OMISSIONS EXCEPTED

1. GENERAL

It is understood and agreed that the negotiating committees of The City of Winnipeg and the Amalgamated Transit Union (ATU) shall recommend ratification of the amended Agreement to their respective principals. The City of Winnipeg and ATU agree, subject to ratification by both parties, to extend and amend the Collective Agreement that expired January 7, 2023 as follows:

A. All amendments to the Agreement will take effect upon ratification by both parties unless otherwise specifically stated.
B. All provisions of the Collective Agreement remain status quo except as specifically stated.
C. All provisions of the Collective Agreement that require amendment to reflect changes in the term of the Agreement, salary adjustments and re-numbering of articles shall be made without change to the underlying intent or meaning of those provisions.
D. The date of ratification of this Agreement shall be the first date on which both parties have ratified the Memorandum of Agreement.

2. Term of Agreement

January 8, 2023 — January 10, 2027 (48 months)

3. General Wage Increase

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

January 7, 2024: 3.0% (paid retroactively to all employees who are bargaining unit members as of ratification date.)

January 5, 2025: 3.0%

January 4, 2026: 3.0%

January 3, 2027: 3.0%

4. Recognition and Appreciation Payment

Effective December 1, 2023, every employee who is a member of the bargaining unit on December 1, 2023 and remain active at time of payment shall receive a single payment in the amount of one thousand dollars ($1000) less normal deductions. This payment shall be made by the City to eligible employees as soon as possible after the date of ratification.

Every employee who is a member of the bargaining unit on the date that the tentative agreement is ratified shall receive a single payment in the amount of eight hundred dollars ($800) less normal deductions. This payment shall be made by the City to eligible employees as soon as possible after the date of ratification.

Total payment will be made as a separate payment.

5. Special Wage Adjustments

$1.00/hr increase to top step of Damage Estimator classification effective January 8, 2023. Retroactive pay to active employees in the classification.

The top level step for the following Plant and Equipment classifications hourly rate of pay will be increased on the following dates as follows:

- July 1, 2024 - $0.90
- July 1, 2025 - $1.00
- July 1, 2026 - $1.25

Classification		Class Code
a)	Carpenter	8051
b)	Electrician	8087
c)	Machinist	8121
d)	Truck/Transport Mechanic	8161
e)	Painter	8251
f)	Body Repair	8281
g)	HVAC Tech	8311
h)	Welder (Industrial)	8366
i)	Industrial Mechanic	8167
j)	Electronics Technician	8571
k)	Sheet Metal Worker/Fabricator	8391
l)	Armature Winder	8371
m)	Diesel Bus Technician	8310
n)	Damage Estimator	8065
o)	Vehicle Sys Network Comms Tech	8385
p)	Lead Bus Elec Tech	8572

6. Gender-Neutral Language

The parties will amend the agreement to incorporate gender-neutral language throughout the collective agreement.

7. Date references

The parties will amend the agreement to remove all "[2019]" references throughout the collective agreement.

8. Amendments to the Collective Agreement — Appendix A

SECTION 1 – General Articles
Article 1 – Duration of Agreement
Article 5 – Union Security
Article 6 – Health Recovery Leave Plan
Article 7 – Supplemental Health Plans
Article 9 – Holidays to be Observed
Article 14 – Notice of Resignation and References
Article 16 – Senior Labour Management Committee (Retitle to "Committees")
Article 17 – Grievances
Article 18 – Leave of Absence
Article 20 – Time of Paying Wages
Article 23 – Assault, Injury and Workplace Violence Reporting
Article 24 – Interview Pay
Article 26 – Collective Agreement Joint Negotiations Pay
Article 31 – Group Life Insurance Plan
Article 33 – Job Classification and Reclassification

SECTION 2 – Bus Operator Articles (Retitle to "Operations")
Article 1 – Hours of Work
Article 2 – Overtime Pay
Article 3 – Seniority and Sign-Up
Article 7 – Crew Specifications
Article 8 – Special Payments
Article 9 – Miscellaneous

SECTION 3 – Plant and Equipment Articles
Article 1 – Hours of Work and Overtime Pay
Article 3 – Sign Ups
Article 4 – Clothing
Article 5 – Tool Allowance
Article 8 – Apprentices
Article 9 – Interprovincially Certified Journeyman Truck and Transport Mechanic Recruitment
Article 10 (NEW) – Maintenance Worker
Article 11 (NEW) – P&E Single Day Vacation Use

9. Letters of Understanding

The parties agree to renew, amend, delete and renumber as required the LOUs as follows:

Amend:
G6 – Article 7 – Health Care Related Benefits (Retitle to Flex Benefits Program)
G7 – Critical Incident Stress Management
G8 – Contracting Out of Work
G9 – Operator Improvement Education (Retitle to Employee Training & Improvement)
O1 – Schedule Committee
O3 – Spareboard Guarantee
O6 – Wind Down Retirement Plan
O7 – Reciprocal Shift Trade Program (Retitle to Shift Trade Programs)
P3 – Truck/Transport Mechanic Specialist (Retitle to Truck/Transport Mechanic Specialist / P&E Classification Return)
P5 – Apprentices
P6 – Promoting Mechanic Helpers to Truck/Transport Apprenticeship

Delete:

G1 – Bus Equipment
G2 - Uniform/Clothing Committee
G4 – Wage Rates for Temporary Return to Work Assignments
G5 – Promotions
P2 – Maintenance Worker

Renew:

G3 – Furloughs
O2 – Charter Bus Service
O4 – Encouragement of Transit Service in Both Official Languages – Riel Community
O5 – Passenger Education Campaign
P1 – Storekeeper Lunch Period
P4 – Plant and Equipment Working Conditions Committee

Add:

G# - Recruitment and Retention Committee
G# - Enhanced Mental Health Support
G# - Safe Work Committee
G# - Workplace Culture
G# - Cultural & Religious Leaves
O4 – Spareboard Improvements
O# - Operations Vacation Year
O# - Day Off Schedules

O# - Emergency Services Plan
P# - Stat Holiday Work
P# - Inclement Weather

10. Salary Schedules

Update titles of classifications and rates of pay in accordance with this memorandum.

Add the following classifications:
8385 – Vehicle Sys Network Comms Tech
8572 – Lead Bus Elec Tech

Delete the following classifications and all related references:

8067 - Drillman
8326 - Tireman I/C
8361 - Welder
8365 - Welder I/C
8164 – Mechanic Improver

Update the following:

References to the Bus Servicer Classification to reflect "Farebox/Bus Servicer"

Effective January 1, 2024 - Eliminate Bus Training Operator (8427) rate of pay

Delete the first step of the salary schedule for the following classifications:

	Classification	Class Code
a)	Carpenter	8051
b)	Electrician	8087
c)	Machinist	8121
d)	Truck/Transport Mechanic	8161
e)	Painter	8251
f)	Body Repair	8281
g)	HVAC Tech	8311
h)	Welder (Industrial)	8366
i)	Industrial Mechanic	8167
j)	Electronics Technician	8571
k)	Sheet Metal Worker/Fabricator	8391

Effective Date of Ratification: Salary Scale adjustments for the following classifications (current employees maintain their rate of pay):

- Shelter Service (8341) – delete first step
- Bus Servicer (8351) – delete first two steps
- Maintenance Worker (8166) – delete first step
- Driver, Truck (8071) – delete first two steps

Change the name of the classification Driver, Truck (8071) to Operator, Equipment (8071).

Agreed this 2nd day of December, 2023.

FOR THE CITY OF WINNIPEG

Dave Clark
Manager of Labour Relations
and Negotiation Services
City of Winnipeg

FOR THE ATU

Chris Scott
President
ATU, Local 1505

APPENDIX A

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

It is understood that any language added during the last round of bargaining was identified in bold along with the year [2019]. For the new Collective Agreement, all added language will be in bold only and [2019] notations removed.

In an attempt to recognize all that encompasses gender neutrality, the utilization of "they", "their(s)", and "them" will be utilized within the body of the Collective Agreement.

SECTION 1 – General Articles

Article 1 – Duration of Agreement
Amend as follows:

THIS AGREEMENT shall take effect and be binding upon the parties hereto from the **~~thirteenth (13th)~~ eighth (8th) day of January, 2023 ~~2019~~**, and shall continue in force until the **~~seventh (7th)~~ tenth (10th) day of January, 2027 ~~2023~~**, and thereafter from year to year, until revised or terminated as hereinafter provided. This Agreement may be revised or terminated by either party giving to the other party thereto not less than sixty (60), or more than ninety (90) days' notice prior to the **~~seventh (7th)~~ tenth (10th) day of January, 2027 ~~2023~~**, or any succeeding year. **~~[2019]~~**

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 5 – Union Security
Add new Article 5-5 as follows:

The City will provide a minimum of one (1) hour for Union Executives to meet new employees for an orientation session at a time booked by the Training Branch. Where the Training Branch can accommodate on the day of orientation, the time may be extended.

Article 6 – Health Recovery Leave Plan
Amend as follows:

Amend Article 6-3 as follows:

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) Employees hired on or after January 1, 2027:
Upon death or retirement, an employee hired on or after January 1, 2027, 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. Payment of this benefit will only occur if the employee has health recovery credits equal to or greater than the number of days calculated above. Employees may only receive the benefit up to the amount of health recovery credits on their last working day if that amount is less than the calculation above.

Amend Article 6-3 as follows:

6-6 (a)(i)

Once every ~~**twenty (20)**~~ **twenty-five (25) working** days where no estimated date of return can be provided;

Delete Section 1, Article 6-4

New Article 6-12 as follows:

When an employee has been cleared to return to work by their medical practitioner and the employer chooses to keep them off work pending a secondary assessment, such time will be paid by the employer while the secondary assessment is completed. Should a secondary assessment determine the employee could not or cannot return to work, the previously paid employer time and all additional absences will be deducted from the employee's Health Recovery Leave credits where available or shifted to unpaid time and overpayment will be recovered.

Article 7 – Supplemental Health Plans
Amend as follows:

a) Ambulance Hospital Coverage ~~Extended Health~~

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

~~**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)~~ **two thousand three hundred dollars ($2,300.00)**. ~~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 ($350.00) per eligible person in a twenty-four (24) month period. ~~[2019]~~ **Effective January 1, 2024, full time employees/dependent(s) – three hundred and seventy-five dollars ($375.00) per eligible person in a twenty-four (24) month period.**

For part time employees/dependent(s) – one hundred and seventy-five dollars ($175.00) per eligible person in a twenty-four (24) month period. ~~[2019]~~ **Effective January 1, 2024, part time employees/dependent(s) – one hundred and eighty-seven dollars and fifty cents ($187.50) per eligible person in a twenty-four (24) month period.**

The Vision Care Plan includes prescription sunglasses.

The City shall provide ~~eighty dollars ($80.00)~~ **one hundred dollars ($100.00)** per eligible person in a twenty-four (24) month period for purposes of covering the cost of an eye examination. ~~Effective January 1, 2022 the maximum benefit shall increase to one hundred dollars ($100.00) per eligible person in a twenty-four (24) month period. [2019]~~

New d) Optional Employee Paid Benefits

i) **Extended Health, including prescription coverage**
Employees may enroll in the Extended Health Benefits Plan, including prescription coverage, offered through the City. Employee will pay the cost of the extended health benefits plan.

ii) **Travel Health Insurance**
Employees may enroll in the travel health coverage benefits, offered through the City. Employee will pay the cost of the travel health benefits plan.

Article 9 – Holidays to be Observed
Amend as follows:

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 – July 1 – Terry Fox Day – Labour Day – **National Day for Truth & Reconciliation** – Thanksgiving Day – Remembrance 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 **a Plant & Equipment employee's scheduled day off** ~~**Saturday or Sunday, Plant and Equipment Division employees who would not normally work on that Saturday or Sunday**~~ **they** 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. **Any such requests shall be submitted in writing to their direct supervisor at least three days before the holiday being observed and will be booked on a seniority basis. Requests can be made with less than three (3) days notice at the discretion of the Superintendent or designate. These requests will be considered on a first come, first serve basis.**

9-9 A**n employee** ~~**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**~~ **they are** absent due to established illness; or

ii) ~~**he/she is**~~ **For Bus Operators, they** report~~s~~ for work in person within two (2) hours of ~~**his/her**~~ **their** assigned starting time and makes ~~**himself/herself**~~ **themself** available for work, or performs work, for a combined minimum period of three (3) hours from the time ~~**he/she**~~ **they** report~~s~~.

In the event that ~~the~~ **a** Bus Operator is requested and agrees to stay and keep ~~himself/herself~~ **themselves** 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~~ **their** original scheduled or signed time to finish that day, unless the Bus Operator agrees to do so.

9-10 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~~ **appropriate Manager or designate** ~~of Transit~~ at least thirty (30) days prior to the religious holiday(s) to be observed.

9-11 Employees who work on Christmas Eve that have work **scheduled to** ~~that~~ finish~~es~~ after 19:00 will be entitled to a compensation premium equal to one and one-half (1½) hours of their regular rate paid at straight time. This only applies to employees who are actually working on Christmas Eve.

~~**This Clause will be effective as of Christmas Eve, December 24, 2020. [2019]**~~

Article 14 – Notice of Resignation and References (Retitle to "Notice of Resignation, Retirement, References and Absent from Duty")

Amend as follows:

New 14-2 and renumber

"**An employee desiring to retire from the City** ~~**shall**~~ **will provide their Supervisor a minimum of** ~~**sixty (60) days**~~ **thirty (30) calendar days written notice,** ~~**exclusive of vacation time**~~**. Notice under the** ~~**sixty (60) days**~~ **thirty (30) calendar days will be accepted with the understanding that this may result in disruption in the continuity of pay and benefits.**

New 14-4

"Failure to report ~~**or late reporting**~~ **may result in the employee being considered absent without leave. An employee terminates their employment by being absent from work in excess of** ~~**three (3) days**~~ **five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.** ~~**Allowance**~~ **Exceptions may be given for any extenuating circumstances, medically or otherwise, which prevented them from reporting on time."**

Article 16 – Senior Labour Management Committee (Retitle to "Committees")

Amend as follows:

New Preamble:

All joint committees covered under this Collective Agreement, including those contained in Letters of Understandings, that are governed by a Terms of Reference shall not have those terms altered unless by mutual agreement between the Union and the City. The development of any Terms of Reference shall be by mutual agreement. Department and Union executive sponsors have final approval of Terms of Reference or approval to develop Terms of Reference.

16-2 Assault Review Committee (ARC)

This Committee will review all assaults involving all Winnipeg Transit ATU employees. The Committee will consist of three (3) members:

- **a) Independent Law Enforcement contractor as the Chairperson;**
- **b) One (1) Amalgamated Transit Union representative; and**
- **c) One (1) Winnipeg Transit Operations Division representative.**

The Chairperson will be appointed to the Committee by mutual agreement. There will be no attempt by either Winnipeg Transit management or Amalgamated Transit Union officers to influence any decisions made by the Assault Review Committee.

The role of this committee will be to determine how the assault transpired, what led to the assault happening, as well as educate the employee in prevention techniques to prevent future assaults.

The members of the Committee will meet as required.

All decisions/reports made by the Committee will be communicated to the ATU by the City, presented monthly.

16-3 Accident Adjudication Committee

This Committee will review all accidents and incidents involving all Winnipeg Transit employees. The committee will consist of three (3) members:

- **(a) Independent Law Enforcement contractor as the Chairperson;**
- **(b) One (1) Amalgamated Transit Union representative;**
- **(c) One (1) Winnipeg Transit Operations Division representative**

The role of this committee will be to determine if an accident/incident is preventable/non-preventable.

An employee who receives a preventable adjudication has the right to appeal the decision within fourteen (14) days of notification. Allowance of submission after the

deadline will be determined based on the circumstances and reasons for the delay. Acceptance of a late submission will not be unreasonably denied. The process to commence the appeal will be included in the adjudication notice.

New Article 16-X – Bus Builds

The City and the Union will participate in a working group for the purpose of discussing bus modifications. The working group will meet prior to the bus specification component of the RFP and within thirty (30) days after the arrival of the first bus of the most recent purchase, to review new technologies, ergonomics and safety features of each purchase.

The committee will be comprised of no less than four (4) members in total, consisting of no less than two (2) representatives selected by the City and no less than two (2) representatives selected by the Union.

It is understood that the City shall be the final authority with respect to the details of the specifications. Any information collected from buses designated to develop and test innovations in the industry, will be provided as feedback to the working group.

New Article 16-X – Uniform/Clothing Committee

This Committee 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. The committee will meet no less than once a year and/or as needed.

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, and will be incorporated into the next collective agreement.

New Article 16-X – Transit Health Recovery/Return to Work Committee

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

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

3. **Employees will be paid at the Maintenance Worker rate of pay for their temporary return to work assignment. The City will continue the practice where an employee will be paid at the wage step (up to and including the top step) that is closest to their pre-disability rate of pay in their original classification.**

Article 17 – Grievances
Amend as follows:

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

Step 1

Within ten (10) working days of the occurrence in question or the consequences of the event in question the employee(s) may, with the assistance of a representative of the Union, if they so desire, take up the matter with the appropriate Superintendent or designate in the Section within which the employee works **by reducing the step 1 grievance to writing**. **~~[2019]~~**

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

Article 18 – Leave of Absence
Amend as follows:

18-1

a) A permanent full-time employee, who has at least eighteen (18) months of service with the Employer, may request unpaid personal leave of absence for compassionate or exceptional circumstances of up to thirty (30) calendar days when approved by the Director or their designate. The employee shall make a written application to the employer with a copy to the Union. **Approval of a leave of absence shall be subject to operational requirements, but will not be unreasonably denied.** The leave of absence is at the sole discretion of the employer.

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

c) The leave of absence may be extended for additional periods of thirty (30) calendar days when approved by both the Director and Union in writing. Seniority shall accrue during the extension. **The employee will be responsible to arrange additional post-dated cheques with Human Resources as outlined in 18-1 (b).**

d) Employees will not be granted leave to take other work or go into business for themselves.

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

18-7(8)(g) Parental Leave

The employee returning to work after Parental Leave shall provide the City with **notice in writing of** at least ~~four (4) weeks~~ ***two (2) weeks or one pay period, which ever is longer,*** ~~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.

18-8 (f)

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~~ **the City may apply corrective action** for culpable absenteeism ~~may be appropriate~~.

18-11 **Military Leave**

In addition to legislated requirements of Reservist Leave, ~~An~~ **an** employee, who obtained seniority, shall continue to accrue seniority while on an approved period of ~~Military~~ **Reservist** Leave. ~~[2019]~~

Article 20 – Time of Paying Wages
Amend as follows:

Delete Section 1, Article 20-3

20-4

Bus Operator's detailed pay information sheet**, including as much detail as possible from the system** will be ~~provided~~ **accessible to all Bus Operators** ~~only at the request of the individual employee.~~

Article 23 – Assault, Injury and Workplace Violence Reporting
Amend as follows:

~~The ATU office will be provided with copies of written Operator Incident Reports related to violence~~ **ATU officers will be informed in writing of incidents of violence directly connected to employees and on bus incidents involving weapons. Information regarding the well-being of the employee will be included if available at the time of communication**.

Article 24 – Interview Pay
Amend as follows:

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. **Interview pay will apply to attendance meetings, disciplinary meetings, fact-finding meetings and in-person meetings mandated by the Employer.** Where applicable, such time shall be paid at the governing overtime rate of pay. However, no minimum payment shall apply. **Bus operators who are attending interview meetings during their report period will be paid at their regular rate as if they received assigned work.**

Article 26 – Collective Agreement Joint Negotiations Pay
Amend as follows:

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.

For clarity, the rate used for calculation of the reimbursement will be determined by taking the average between the top rate of Bus Operators (8421) and the top rate of Truck/Transport Mechanic (8161).

Article 31 – Group Life Insurance Plan
Amend as follows:

The Civic Employees' Group Life Insurance Bylaw (Bylaw No. 5644/91) **or any superseding bylaw** 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.

If the above noted Bylaw number changes, the parties agree to update the number each subsequent round of negotiations.

Article 33 – Job Classification and Reclassification (Retitle to "Job Descriptions, Classifications and Evaluations"

Amend as follows:

Job Descriptions
The Employer shall prepare a ~~new~~ job description when the duties of any job are changed or increased substantially, or where a new job is created or established. The

Employer will determine the specific duties and responsibilities of jobs and minimum qualifications deemed necessary to perform the same. **Employees currently performing the work may be consulted with when formulating a job description.**

When such occurs, the rate**s of pay** shall be determined using the Employer's ~~**Compensation and Classification**~~ Job Evaluation process**es**. ~~**Failure of the Union to agree will result in the matter being referred to arbitration in accordance with the provisions of this Collective Agreement. The final rate and conditions established will be retroactive to the date of the job evaluation.**~~

New and Revised Classifications and Rates of Pay

When new and revised positions / job descriptions are created that fall within the scope of this Agreement, the rate of pay shall conform to the rates established by this Agreement when the duties are relatively the same. If no similar classification exists for comparative purposes, the City's Total Compensation and Benefits Branch will determine the rate of pay for the new position and advise the Union in writing, including rationale for its determination. If the Union is not in agreement with the rate established, the following procedure shall apply:

a) **Within fifteen (15) working days of receipt of the City's written notice, the Union shall write to the City's Total Compensation and Benefits Branch requesting a meeting and include the written reasons for their disagreement;**
b) **The City will meet with the Union to discuss the concerns raised within twenty (20) working days of receipt of the Union's written notice;**
c) **Within twenty (20) working days of the meeting, the City will write to the Union to confirm the City's position on the rate of pay.**

Failure of the Union to agree will result in the matter being referred to arbitration in accordance with the provisions of this Collective Agreement.

The final rate and conditions established will be retroactive to the date of the job evaluation.

New and revised job descriptions for classifications covered under this Collective Agreement will be provided to the Union through the above processes. During the life of the agreement, the City will provide existing job descriptions as required.

SECTION 2 – Bus Operator Articles (Retitle to "Operations")
Article 1 – Hours of Work
Amend as follows:

1-2 (a)

Spare Operators will be paid fifty percent (50%) of the applicable hourly rate but not less than the minimum wage set by the Province of Manitoba for all time spent on report. The City guarantees each Spare Operator seventy-five (75) hours pay based on the appropriate regular Bus Operator rate for each two (2) week pay period provided **~~he/she~~ they** report**~~s~~** for work at his/her assigned time five (5) days a week and carries out the duties assigned to **~~him/her~~ them**. This guarantee includes platform time, reporting and putting away time, and all other time paid for including the payment for time spent on report **in accordance with the Memorandum of Settlement resolving policy grievance 10818-2021. As per the MOS, the City will include and exclude certain payments from calculation of the Guaranteed Wage (GW) as follows:**

> **Included: Interview pay – Straight Time, Reporting time pay, Putting Away time pay, Travelling time pay, Layover time pay, Sunday Premium, Spread Premium, Platform time.**
>
> **Excluded: Interview Pay – OT, Night Premium, Overtime, Occurrence report pay, Pay in lieu of rest breaks, Sign up pay, Pay for reports not connected with own bus, Communications pay, Route training premium, Christmas Eve Pay.**
>
> **With respect to holiday pay for Spare Operators, the inclusions and exclusions from GW calculation shall remain as follows:**
>
> > **All Spare Operators (whether working/on report or off work) shall get a full day pay that is EXCLUDED from the GW calculation.**
> >
> > **Those Spare Operators who are also working that day shall receive 1.5 times their wage (either their straight wage or their reporting wage) which shall be INCLUDED in the GW calculation up until the Spare Operator has performed over 7.5 hours of work that day, at which time pay for time worked beyond (at 2.0 times their rate) shall be EXCLUDED from the GW calculation.**

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)~~ twenty-five (25)** working days. These Trainees will be split evenly between day and night work. During this period, special crews, crews with change off shifts and work buses will be avoided. **~~[2019]~~**

1-5

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

Article 2 – Overtime Pay

Amend as follows:

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~~ **all Operations Employees** 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~~ **all Operations Employees** who work on their days off.

Article 3 – Seniority and Sign-Up

Amend as follows:

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. **Bus Operators may receive sign-up relief to attend their assigned Sign-up time. Where staffing levels permit, the service may use overtime, technology or people resources to offer relief. Improvements in the signup process will be discussed with the Union to improve access to signing.**

3-5

Spare Operators who sign or are assigned to day work will remain a day ~~**man/woman**~~ **Operator** for the duration of that change and a night ~~**man/woman**~~ **Operator** will remain a night ~~**man/woman**~~ **Operator** 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)**~~ **twenty (25)** 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.

Article 7 – Crew Specifications

Amend as follows:

7-6 Saturday Crews

a) Not less than **sixty-five percent (65%)** ~~fifty percent (50%)~~ of all crews will be straight shifts.

b) Not less than **eighty-five percent (85%)** ~~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.

Effective the fourth (4th) change of 2024, or a later date if mutually agreed to replace the above with:

a) **Not less than sixty-five percent (65%) of all crews will be straight shifts.**

b) **Not less than eighty-five percent (85%) of all crews will be completed within ten (10) hours.**

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

Article 8 – Special Payments
Amend as follows:

Article 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.

Effective the fourth (4th) change in 2024 or a later date if mutually agreed to as per above, the following replaces Sunday Premium:

Bus Operators will receive, in addition to the hourly rate shown in the schedule of rates, a weekend premium of three dollars and fifty cents ($3.50) per hour for all regular time worked on Saturday and Sunday. The premium will not be paid where work is being compensated on an overtime basis.

Article 9 – Miscellaneous
Amend as follows:

Article 9-1 Equipment on 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....

Article 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. **Through the Schedules Committee, the Union may request/recommend additional recovery time for specific runs or new locations of comfort stations/facilities.**

SECTION 3 – Plant and Equipment Articles
Article 1 – Hours of Work and Overtime Pay
Amend as follows:

New Article 1-17
Every effort will be made to ensure employees performing vacation/sick relief will have 7.5 hours off from the end of one week to the beginning of the next week. If this is not possible, the Department will offer an alternate day off, overtime or alternate shift start/end times to allow for this required time off between shifts.

Article 3 – Sign Ups
Amend as follows:

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. **A Union representative shall be invited to attend during sign-up.**

General Helper (not including General Helpers in the Facilities Maintenance Subsection)

Truck/Transport Mechanic

Truck/Transport Mechanic Helper

Farebox/Bus ~~**Serviceman**~~ **Servicer**

Storekeepers

Article 4 – Clothing
Amend as follows:

Article 4-1

The City shall provide employees of the Plant and Equipment Division with **sets of** work clothing **to allow for appropriate cleaning, sizing and fitting**. Employees will initially select five (5) sets of work clothing.~~,~~ **As suppliers permit,** a set ~~being~~ **is** 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…

Article 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 and twenty-five dollars ($125.00)** ~~one hundred and ten dollars ($110.00)~~ **per year** ~~commencing in 2012~~ towards the purchase of appropriate shoes/boots. ~~This amount shall increase to one hundred and twenty-five dollars ($125.00) for the year 2020.~~ If for any reason a permanent employee does not work the full twelve (12) months, payment will be prorated in accordance with the time worked during that year, to the nearest monthly period. Time while in receipt of sick pay benefits up to a maximum of sixty-five (65) working days shall be considered time worked. ~~[2019]~~

All other employees required to wear safety footwear will be provided with **one hundred and twenty-five dollars ($125.00)** ~~one hundred and ten dollars ($110.00)~~ per year ~~commencing in 2012~~ towards the purchase of appropriate shoes/boots provided they have worked at least nine (9) months the previous year. ~~This amount shall increase to one hundred and twenty-five dollars ($125.00) for the year 2020. [2019]~~

Payment will be made by January 30th each year.

Delete Article 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.~~

Article 5 – Tool Allowance

Amend as follows:

Effective January 2024
Adjust groups as follows:

Add Lead Bus Electronic Technician to 5-1(a)
Add Vehicle Systems Network & Communications Technologist to 5-1(d)
Add Painter and remove Bus Maintenance Trainer to 5-1(f)
Add 5-1(h) as follows: **All red seal trades and apprentices shall receive the tool allowance of their respective trade.**

Remove 2017 references.

Article 8 – Apprentices
Amend as follows:

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. **An Apprentice may only receive top up payments for periods of study that are not repeated.**

Article 9 – Interprovincially Certified Journeyman Truck and Transport Mechanic Recruitment
Amend as follows:

9-1

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

Article 10 (NEW) – Maintenance Worker
Add new article as follows:

Maintenance Workers will be hired to perform the work of a General Helper, General Helper – Facilities Maintenance, Bus Servicer or Labourer and will be paid in accordance with the salary schedule for Maintenance Worker. A separate seniority list will be maintained for this classification.

These Employees 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 and may become permanent. 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.

Article 11 (NEW) – P&E Single Day Vacation Use

Add new article as follows:

Employees shall be entitled to utilize up to ten (10) days of their allotted vacation to be used as single vacation day(s) in the sign-up year they are signing.

All requests must be made on the Department provided form. Employees must submit their written request to the Supervisor responsible for the shop where they will be working during the requested vacation day(s). The request for vacation must be submitted to the Supervisor between thirty (30) and three (3) days in advance of the day being requested. With seniority prevailing, the successful applicant will be notified as soon as possible.

Any vacation requests submitted outside the above parameters may be considered and will require approval from the area Superintendent or designate. The primary consideration, when assessing the request(s), will be maintaining staffing and service requirements as determined by management.

All vacation days must be used by the end of the vacation sign up period.

Employees are not allowed to use single day vacation or in lieu days to circumvent the full week seniority-based vacation sign up process.

G6 – Article 7 – Health Care Related Benefits (Retitle to Flex Benefits Program)

Amend as follows:

The parties agree to meet during the life of this Collective Agreement to review options to implement flexible benefits.

The parties may agree, in writing to make changes to the medical/health benefits provided for in the Collective Agreement.

These changes may be implemented during the life of this Collective Agreement.

G7 – Critical Incident Stress Management
Amend as follows:

The City will continue to maintain their Critical Incident Stress Management (CISM) Peer Support Program (the "Program") ~~**for the life of this Agreement**~~**. The purpose of the program will be to provide peer support to employees who have been involved in or witnessed an abnormal/traumatic event or accumulation of events. This will focus on assessing the employees emotional and mental health needs following exposure to a critical incident. The City and the Union agree that each party will have a supportive role for employees.**

The City will inform all employees, current and new hires, of this Program on an ~~**continuous**~~ **ongoing basis as determined by the Steering Committee.**~~**The City will inform all employees of this Program via email, brochure and bulletin. Bulletins will be posted permanently at each Garage as well as the Downtown Lounge including a list of the current Peer Supporters and Steering Committee members. New employees will be provided information about the program.**~~

The Union and the City will meet on a quarterly basis ~~**or as required**~~ **to review and on an annual basis, assess, the CISM/Peer Support program. Special/emergency meetings can be called by either party at any time.**

Program Activation

Employees will have the ability to ~~**initiate**~~ **request a CISM Peer Support de-briefing through their immediate supervisor or inspector on scene.** ~~**This will be initiated through an immediate supervisor or inspector on scene.**~~ **This does not restrict any member of Management/Union from activating it post-incident. ATU Steering Committee members will be notified via email when there is an ATU employee program activation.**

Training

The City **and union** ~~**agrees to**~~ **will endeavor to** maintain **an agreeable** ~~**sufficient**~~ number of ~~**members**~~ **Peer Supporters** to respond to CISM ~~**peer support requirements**~~ **incidents**. ~~**Employees**~~ **Peer Supporters** will be selected jointly by the Union and the City. The City will continue the practice of paying the cost for all peer support training.

The City shall consult with the Union on the content of the training **as well as the maintenance and improvement of the CISM/Peer Support program. The training will consist of initial and on-going training. The training provided will be on subjects that may include, but will not be limited to: modules on conflict resolution; EFAP counseling; anti-harassment and discrimination, Canadian Standard Association Mental Health training and Canadian Standard Association Psychological Health and Safety Training (the "Standard"). Peer Support training will be provided** ~~**no less than on an annual basis using the train the trainer model.**~~ **in accordance with the Terms of Reference.**

~~**Callouts & On-Call**~~

~~**Peer supporters who are on shift/working will be first called whenever possible. The Peer Supporter is a volunteer role and although every effort will be made to engage them during paid work time, there will be instances where the performance of these duties must occur during non-work hours. In these situations, time will not be compensated; however, if the eventuality does occur where the peer supporter is called to perform their responsibilities within eight (8) hours of their next scheduled shift, the shift or a portion thereof will be covered by the employer to ensure an adequate rest opportunity exists in support of the safe performance of their work responsibilities. Commitment is key to being a peer supporter. The Peer Supporter is responsible for notifying the Control Centre if they are unavailable for their assigned shift so that a replacement can be identified.**~~

~~**All peer supporters will be on a *one (1) week* on-call rotation. This will be a requirement of being a peer supporter to provide a work/life balance for all peer support volunteers.**~~

~~**Reporting:**~~

~~**Engagement of CISM resources to address critical incidents will be accounted for and compiled into quarterly CISM reports provided to both the CISM Steering Committee and the Senior Labour Management team. The breadth and depth of statistical information will be determined by the Steering Committee and may be adjusted accordingly.**~~

G8 – Contracting Out of Work
Amend as follows:

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

~~**Within one (1) month of the date of ratification of this Collective Agreement, a**~~ **A** joint committee of **three (3)** ATU, Local 1505 **representatives** and ~~**the**~~ **three (3)** City of Winnipeg **representatives** (the "Committee") will be established. ~~**By mutual agreement,**~~ **Either party, with a minimum of fourteen (14) days written notice, may invite up to two guests to present or speak to an item on the agenda. Changes to timelines and guests can be adjusted by mutual agreement. The committee will meet no less than twice a year.** This Committee's mandate is to review and report, to the Director of Transit, any identified opportunities for consideration. This may include, but is not limited to, the review of existing contracted services for the purpose of exploring the feasibility of bringing these services in-house.

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

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

G9 – Operator Improvement Education (Retitle to "Employee Training & Improvement")
Amend as follows:

The City recognizes the value of ongoing training for **public facing employees** ~~**Bus Operators**~~ in order to mitigate safety risks in the workplace. For the life of this Collective Agreement, the City will continue to deliver a two (2) day training program. **Modified training, including content and duration, may be provided to all employees.**

~~**The content of the current program is Trip Training.**~~ In addition, **employees** ~~**Bus Operators**~~ have or will receive one-half (½) day of Indigenous Awareness training. ~~**This initial training program is projected to be completed by December 31, 2020.**~~

Once the current training program has been delivered to all **public facing employees** ~~**Bus Operators have received the training**~~, a new cycle of a two (2) day training program will start. **Training completion numbers will be reviewed quarterly at Senior Labour Management or upon request.**

~~**Within ninety (90) days of ratification, the City shall consult with the Union on the content of the new program.**~~ The City will ~~**consider courses put forward by**~~ **continue to work collaboratively with the Union on developing future training** ~~**the Union on**~~ subjects that include, but is not limited to; **dealing with addictions, such as or similar to previous** Main Street Project training, ~~**additional**~~ Indigenous Awareness training, Canadian Standard Association Psychological and Safety training and Tactical Communication training (de-escalation skills).

The parties agree to discuss opportunities to jointly deliver training to employees. ~~**[2019]**~~

NEW LOU G# - Enhanced Mental Health Support

The City of Winnipeg and Amalgamated Transit Union, Local 1505 agree that there is a need for additional mental health supports for members of Transit, and therefore agree to the following:

1. **The parties shall form a special committee to discuss and select a mental health support option for members of the service;**
2. **The Committee shall be comprised of no more than three (3) members from each of the City and the ATU, and the Committee may invite guests to provide advice as may be required;**
3. **The Committee shall endeavour to reach agreement on a new mental health support as soon as possible, but in no case later than July 2, 2024. If the Committee is unable to reach agreement, the issue may be referred jointly for binding resolution to a panel consisting of a nominee from the City and a nominee from the Union, with a chairperson being selected by agreement of the nominees;**
4. **The City of Winnipeg shall contribute up to one hundred thousand dollars ($100,000) per year towards the cost of the additional mental health support, commencing July 2, 2024. For 2024, a prorated amount of fifty thousand dollars ($50,000) will be committed instead of the full $100,000.**
5. **The special committee shall meet twice a year, or at the request of either party, to review the effectiveness of the mental health support. If the parties disagree on continuation of the service, the parties will revert to the process laid out in paragraphs 1,2 and 3.**

6. **In the event the City of Winnipeg offers the same mental health support benefit generally to employees at some future date, the committee referred to in paragraph 1 shall meet without delay to discuss and select a replacement mental health option. These discussions shall be subject to paragraphs 3 and 4.**
7. **Any changes to the Collective Agreement that may be required to implement the new mental health support may be made by agreement of the parties during the life of this Collective Agreement.**

NEW LOU G# - Safe Work Committee

The City of Winnipeg and Amalgamated Transit Union, Local 1505 agree to form a Safe Work Committee therefore agree to the following:

1. **The committee shall be comprised of no more than three (3) members from each of the City and the ATU, and the committee may invite guests to provide advice as may be required. The two (2) ATU joint Health and Safety co-chairs (Operations and P&E) along with an ATU Executive member will represent the ATU. A Transit senior management representative, a City Corporate Health and Safety representative or designate and the leader of the Community Safety Division will represent the City.**
2. **The committee will meet quarterly.**
3. **The parties agree that this committee functions outside of any requirements of the Manitoba Health and Safety Act.**
4. **Will review all department policies and practices, new equipment or technological improvements that would provide for a safer work environment that supports the employees.**
5. **Either party may bring matters to the attention of this committee but matters must still be raised and dispositioned by Health and Safety Committees as required under the Manitoba Health and Safety Act.**

NEW LOU G# - Workplace Culture

Whereas the City and the ATU agree that healthy and positive workplace culture is important to employee satisfaction, wellness, morale and productivity

Whereas the City and the ATU acknowledge they contribute to the workplace environment and wish to work in a collaborative manner to enhance workplace culture within Winnipeg Transit

Whereas the City and the ATU desire to make Winnipeg Transit an employer of choice

The parties hereby agree as follows:

Representatives from Transit management, the Union and Human Resource Services will meet within sixty (60) days of ratification of this agreement to develop and finalize a "Cooperative Statement" concerning how the parties will work in the spirit of continuous improvement to achieve improved workplace culture.

NEW LOU G# - Cultural & Religious Leaves

Where staffing levels permit, permanent, full-time employee who as at least one (1) year of service with the Department may request an unpaid leave of absence for the purpose of attending to matters of a religious or cultural nature. Such leave may be up to four (4) weeks every two (2) years and must be requested in writing, to their direct supervisor, with no less than five (5) working days notice prior to the commencement of the requested leave. Approvals will be at the discretion of the department.

Such circumstances may include attending services such as family weddings and making arrangements and attending family funeral services.

Leave requests must include the reason for the leave, the commencement and end dates as well as supporting documentation if available.

Employees on leave will be required to pay minimum dues to their union.

O1 – Schedule Committee

Amend as follows:

~~The~~ A Schedule/Planning Committee (the "Committee") will ~~continue to remain in effect for the term of the Collective Agreement. be established for the~~ **The** purpose of **the Committee is to** identify~~ing~~ and review~~ing~~ issues associated with work assignments/conditions including relief points, schedules~~, service levels~~ and routing. The Committee will consider the impact on maintaining and building quality customer service and to improve working conditions.

The terms of reference for the Committee include:

1. Identify the issues associated with work assignments/conditions.

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

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

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

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

The City will **continue to** provide Bus Operators with a web portal to submit scheduling issue(s) on their assigned route. **The Union will have access to the web portal to view all submissions.** ~~A copy of the submission will be provided to the Union.~~

The City shall pay for one (1) Union Observer, who will both be trained in scheduling and will observe the process of developing the crew assignments for each change period. While this Union Observer will not impede the development of schedules, the Union Observer will provide

feedback on areas of concern for the consideration of the Schedulers. Both the City and the Union will take all reasonable steps to address scheduling issues raised by Bus Operators. The Union Observer shall attend all Committee meetings.

~~**The Committee shall meet twice before each sign up.**~~

~~**Meeting #1**~~

The Committee shall meet no less than seven (7) calendar days before each sign up. The City will notify the Union of the ~~**initial**~~ Schedule Committee meeting and at the same time will provide the proposed schedules in electronic **format** ~~**formal**~~ at least five (5) calendar days prior to this meeting. **The Union will identify concern(s) with the proposed schedules to the City in writing prior to the meeting for future schedule change periods. The City will respond to the Union's concerns at the meeting.** The purpose of the ~~**first**~~ meeting is to discuss operating schedules and crew assignments with a view to make improvements for the upcoming schedule change period. **On-time performance issues, pilot projects, relief points and any other new business items** ~~**may also**~~ **will be discussed**. ~~**The Union will identify concern(s) with the proposed schedules to the City in writing.**~~ Both parties agree to consult in good faith.

~~**Meeting #2**~~

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

On Time Performance Under Regular Operating Conditions

The Committee shall meet within thirty (30) days of ratification ~~**and through the life of the collective agreement**~~ to identify the top five (5) problem bus routes that do not meet on time performance under regular operating conditions. The Committee will look at factors that negatively impact on time performance including, but not limited to:

a) timing points; **and**

b) recovery time/***operating time/reliability***.

~~c) service frequency/***reliability***.~~

The Committee will make recommendations to the City for implementation to improve on time performance for the bus route. **Recommendations agreed to by the City will be implemented within two (2) schedule changes.**

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

Simulation of a typical run may be used in order to establish a base from which final running times may be generated. Runs will be conducted by the Union Observer or a Bus Operator on the Committee, accompanied by a member of the Scheduling branch and Instruction branch.

Pilot Projects

The Committee may make recommendations to the City regarding opportunities for pilot projects to improve Transit service.

Any pilot projects that would require an alteration(s) to the current terms and conditions set out in this Collective Agreement must be set out in a separate Memorandum of Agreement that must be ratified by both the Union and the City before implementation of the pilot project.

Relief Points

~~**Within twenty-four (24) months of ratification of this Collective Agreement and**~~ With the Operator's health and safety in mind, All relief points must be provided with a shelter or the relief point will be placed at a location with an existing shelter unless a third party location is identified. (e.g. a twenty-four [24] hour McDonald's, Tim Horton's or hospital where restroom facilities exist)

~~**Upon ratification, t**~~The City ***in consultation with the Union,*** will take all reasonable steps to address ***issues and concerns*** to each relief point without delay. The parties recognize that some relief points require coordination with other parties to affect change. The City will provide regular process updates to the Union. The City will give consideration to reasonable alternative measures to address the relief point concerns.

O3 – Spareboard Guarantee

Amend as follows:

~~**This Letter will serve to confirm discussion on the changes to report times, guarantee pay 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 but not less than the minimum wage rate set by the Province of Manitoba. In addition, Spare Operators will be paid overtime after eight (8) hours of work at the rate of time and one half (1.5x). [2019]**~~

The City will continue to guarantee each Spare Operator seventy-five (75) hours pay based on the appropriate Regular Bus Operator rate for each two (2) week period provided he/she reports for work at his/her assigned time five (5) days per week and carries out the assigned duties. **In addition, Spare Operators will be paid the appropriate overtime rates after eight (8) hours of work.**

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.

O6 – Wind Down Retirement Plan

Amend as follows:

1. ~~**An employee with ten (10) years of service or more,**~~ **Transit employees with at least three (3) years of service,** wishing to **apply to** participate in the Wind Down Retirement Plan (WDRP) must submit their intent in writing prior to retiring and commence participation no more than thirty (30) days after their date of retirement. **Retirees who do not apply prior to retirement or commence participation within thirty (30) days may submit a request to the Department for special consideration to start as a WDRP employee.**

   Previously retired Bus Operators who have maintained the required qualifications and license may apply to participate in the WDRP. The Department will have sole discretion on acceptance into the WDRP.

   Current and past Transit employees intending to retire or past retirees who have maintained the required qualifications and license may apply to participate in the WDRP. Selected participants are required to become ATU members and pay ATU dues as per point 10 below.

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

   a) All WDRP employees in the Plan **may perform any work of a Bus Operator so long as all Spareboard resources have been assigned work including report shifts.**

      Work can be assigned up to a week in advance to ensure employee's bank or day off requests can be approved in advance.

      These decisions will be based upon weekly peoplepower forecasting for the following week. ~~**shall perform work specific only to filling time off requests by regularly employed Bus Operators in accordance with Point 2(b), 2(e) and 3 of this Letter of Understanding.**~~

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

   c) If a WDRP employee who was scheduled to cover a day in lieu is not available to provide coverage ~~**due to termination of employment**~~ for any reason, the

day in lieu shall be cancelled and the Bus Operator shall be required to report to work as scheduled.

d) Unused days in lieu at the end of a calendar year shall be paid out on Pay Period #4 of the following calendar year.

e) Unpaid Excused Absences (EA) may be granted on short notice subject to availability of a WDRP employee to cover **and all service requirements have been met**. ~~**EA is the last priority of leave to be covered by available WDRP employees.**~~

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

a) A Bus Operator may be granted one (1) period of unpaid leave of absence every three (3) years. Granting of the request is subject to the availability of WDRP employees to cover the period.

~~**b) Priority of coverage by WDRP employees will be given to unpaid leaves of absences under this Paragraph.**~~

~~**c) The parties will agree in writing to the process for submitting leave requests prior to the implementation of this Program.**~~

~~**d) No more than two (2) Operators will be granted an unpaid leave under this Paragraph at the same time.**~~

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

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

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

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

~~**c) No WDRP employee will be permitted to participate in the WDRP for a period exceeding twenty-four (24) months unless the complement of twenty-five (25) employees as per Point #2 has not been achieved.**~~

d) A WDRP employee leaving the Plan will be permitted the opportunity to maintain employment as a Retired Bus Operator (RBO) in accordance with Letter of Understanding O2 – Charter Bus Service.

6. WDRP employees shall not be provided with any Collective Agreement benefits unless specifically provided for as follows:

a) A WDRP employee will be **placed at a wage step commensurate with their equivalent years of experience as an Operator as determined by the Department. WDRP employees will ~~paid at the wage step in which they enter the Program and will~~** be eligible for all wage increments and negotiated wage increases.

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

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

d) Extended Health Benefits are employee paid at per Article 7(a) of the Collective Agreement.

e) Dental benefits will be employer paid at fifty percent (50%) of the benefit provided to a full-time employee as outlined in 7(b) of the Collective Agreement.

f) Vision benefits will be employer paid at fifty percent (50%) of the benefit provided to a full-time employee as outlined in Article 7(c) of the Collective Agreement.

7. WDRP employees will maintain their own Seniority List based on when they enter the Program subject to the following:

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

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

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

d) All work will be booked in accordance with their established seniority **and availability**.

8. WDRP employees in the Plan will supply their initial uniforms. **WDRP employees who do not possess the necessary uniform items will be provided with such**

items. Sufficient additional uniform items will be provided as **a is** necessary to ensure a professional appearance is maintained.

9. **WDRP employees do not possess permanent status and may be released at the Department's discretion. Lack of availability, misconduct, performance, and/or absenteeism are factors that may be used for release.**

10. All ~~**WDFP**~~ **WDRP** employees in the Plan will be members of the Amalgamated Transit Union, Local 1505 and will pay **standard initiation fees &** dues in accordance with local bylaws.

11. The Union and the 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 Collective Agreement in an effort to resolve the same. During the life of this Collective Agreement the parties may reach agreement to amend this Letter of Understanding.

    The parties agree to work collaboratively to encourage enrollment and growth of the WDRP. The parties will meet quarterly to review the program, review enrollments and departures and evaluate any other collected information regarding the program. The parties confirm their commitment to the desired success of the program.

12. **Further to point 11, the parties agree to continue discussion and review of eligibility for participation in the program and the parties may alter the eligibility by mutual agreement.**

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

~~**12. This Letter of Understanding will terminate when the Collective Agreement expires. [2019]**~~

O7 – Reciprocal Shift Trade Program (Retitle to Shift Trade Programs)

Amend as follows:

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

Reciprocal Shift Trades

The City will commit to have a Reciprocal Shift Trade Program for the life of this Collective Agreement.

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

One-Way Trades

The parties agree to meet within thirty (30) days to discuss options for pursuing one-way trades for Bus Operators. Factors and resources that will be considered and consulted in creating a framework for application may include: IT/Systems, Timekeeping, WCEBP (related to Service time), and legal.

Upon finalization of a workable framework, the parties will seek approval from the Province of Manitoba.

Giving consideration to the framework development identified above, the parties foresee the following provisions will apply for one-way trades, subject to final approval and adjustable by mutual consent if necessary:

- **A one-way trade is when one employee covers the shift of another employee without the requirement to reciprocate the work being done but does not create any overtime eligibility.**
- **The Department will establish a one-way trade form that will require both employees to complete;**
- **The Employee originally scheduled for the shift will not be paid for that day;**
- **The employee working the shift will be paid as if it was their regular day's work including all deductions associated with the shift and will not be eligible for overtime except for overtime built into a crew;**
- **The employee accepting the work will not be permitted to trade the work;**
- **Probationary employees are not permitted to participate in the one-way trade program without approval from their Supervisor;**
- **The Department may limit the number of trades that can be traded or received.**

P3 – Truck/Transport Mechanic Specialist (Retitle to "Truck/Transport Mechanic Specialist / P&E Classification Return")

Amend as follows:

~~**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.

Classification Return - Truck/Transport Mechanic Specialist, Diesel Bus Technician and Mechanic In-Charge

If **an employee in the above noted classifications** ~~**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**~~ **employee** 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**~~ **employee** will return to their former position on the Truck/Transport Mechanic Seniority List.

Other classifications may be considered on a case by case basis.

P5 – Apprentices
Amend as follows:

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

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

2. The rates of pay for Apprentice classifications will be prorated based on the top step of the related Journeyperson classification. The steps will be as follows:

MILESTONES – 4 YEAR APPRENTICE	PERCENTAGE OF JOURNEY RATE
Commencement of Level 1	60%
Successful completion of Level 1 Technical Training and Practical Experience*	65%
After Six (6) Months	70%
Successful completion of Level 2 Technical Training and Practical Experience*	75%
After Six (6) Months	80%
Successful completion of Level 3 Technical Training and Practical Experience*	85%

After Six (6) Months	90%

*As defined by the Apprenticeship and Certification Act

MILESTONES – 3 YEAR APPRENTICE	PERCENTAGE OF JOURNEY RATE
Commencement of Level 1	70%
Successful completion of Level 1 Technical Training and Practical Experience*	75%
After Six (6) Months	80%
Successful completion of Level 2 Technical Training and Practical Experience*	85%
After Six (6) Months	90%

*As defined by the Apprenticeship and Certification Act

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

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

5. **The employee will be responsible for paying the registration fees for the first level of technical training,** ~~**except where an employee is hired prior to completing their level one apprenticeship**~~**. After successful completion of the first level of technical training, the Employer will pay the registration fees for the off-site technical education training program for all subsequent levels. Any repeated attempts to successfully complete any level of the technical training program will be at the expense of the employee.** ~~**The Employer will pay the off-site technical education training program upon completion of the first level of technical training that is paid by the employee. [2019]**~~

6. A maximum of three (3) attempts in total to successfully complete any level of the technical training program including the Interprovincial Exam will be permitted. The maximum of three (3) attempts applies to the entire duration of the employee's enrollment in the technical training program and examinations and does not provide for three (3) attempts per level. Should a third attempt be unsuccessful, the City in consultation with the Union will ~~**sit and**~~ **assess the viability of continued employment or alternate opportunities based on the employee's demonstrated work performance.** ~~**The City reserves the right to terminate an employee who is unsuccessful after three (3) attempts.**~~

P6 – Promoting Mechanic Helpers to Truck/Transport Apprenticeship

Amend as follows:

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

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

- the qualifications within the Posting;

- a minimum of two (2) years' experience within the Mechanic's Helper classification, or equivalent experience;

- a Supervisor's positive evaluation and recommendation;

- a testing process which includes written and practical tests; and

- an interview.

The Employer will:

- consider relevant training as a Mechanic's Helper in the Plant and Equipment Division in lieu of Level 1 Certification completion that is required before starting an apprenticeship;

- perform progress evaluations during the apprenticeship;

- schedule technical training within one (1) year from the date of hire into the Truck/Transport Apprentice position;

- wages will be in accordance with the Apprenticeship Program in the Collective Agreement; and

- Pay the off-site technical education training upon completion of the first level of technical training that is paid by the employee. **Any repeated attempts to successfully complete any level of the technical training program will be at the expense of the employee.**

The successful applicant will be required to:

- start the Program with zero (0) hours;

- enter into an agreement, with Apprenticeship Manitoba and the Employer, for the Truck/Transport Apprenticeship Program; and

- enter into an agreement with the Employer in accordance with Article 8-7, Section 3 of the Collective Agreement.

A maximum of three (3) attempts in total to successfully complete any level of the technical training program including the Interprovincial Exam will be permitted. The maximum of three (3) attempts applies to the entire duration of the employee's enrollment in the technical training program and examinations and does not provide for

three (3) attempts per level. Should a third attempt be unsuccessful, the City in consultation with the Union will ~~sit and~~ assess the viability of alternate opportunities based on the employee's demonstrated work performance. The unsuccessful applicant shall be given the opportunity to return to their previous classification with their seniority as of the day they vacated the classification. ~~City reserves the right to terminate an employee who is unsuccessful after three (3) attempts.~~

The City, at its sole discretion, may consider other Helper positions for movement into a related apprenticeship following the conditions laid out in this LOU.

~~Either party has the ability to **terminate escape from** the Letter of Understanding with ninety (90) days' written notice to the other party.~~ **[2019]**

NEW LETTER OF UNDERSTANDING: G# - Recruitment and Retention Committee

Add new LOU as follows:

> **The parties agree to form a joint committee of no more than six (6) total members to meet quarterly, effective January 1, 2024, to explore alternative staffing opportunities to supplement Transit resources and identify opportunities for retention. The committee will review other Transit agencies hiring and retention practices.**
>
> **Should the committee mutually agree on initiatives which require modifications to the collective agreement, the parties will seek approval from the necessary stakeholders. This Letter of Understanding does not affect or have any impact on hiring strategies and methods that do not conflict with the collective agreement. The committee will review possible alternatives to Family Responsibility Leave as retention opportunities.**
>
> **The parties further commit to work together in a spirit of collaboration to promote Winnipeg Transit as an employer of choice.**

NEW LETTER OF UNDERSTANDING: O4 – Spareboard Improvements

Add new LOU as follows:

The parties agree, during the term of the collective agreement, to work together on an ongoing basis to seek out opportunities to optimize the administration of the Spareboard.

Within ninety (90) days of ratification of this Agreement, the parties will meet to start discussions regarding potential improvements that can be made to Spareboard. The scope of consideration includes potential spread maximums of work, assignment of work to Operators, and guarantees to Operators. Expansion of scope may be made by mutual agreement. The parties may utilize other Transit properties to understand best practices.

Improvements must ensure service levels are not negatively impacted. All agreed upon improvements will be submitted to the Director of Transit for approval. Subject to ratification by both parties, Director approved improvements may be implemented during the life of the Agreement.

Subject to ratification by both parties, Director approved improvements may be implemented during the life of the Agreement.

NEW LETTER OF UNDERSTANDING: O# - Operations Vacation Year

Add new LOU as follows:

The City of Winnipeg and the ATU, Local 1505 agree to continue discussions throughout the term of this agreement to explore the feasibility of transitioning the Bus Operator vacation year to align with the vacation accrual period and/or the current Plant and Equipment vacation year.

The parties may agree in writing to make changes to Section 1, Article 8-4 in terms of timing of vacation year. Any change must be cost neutral and will be adopted into the language of the agreement at the next renewal.

NEW LETTER OF UNDERSTANDING: O# - Day Off Schedules

Add new LOU as follows:

The City and the Union agree to include the current Day Off schedules in effect for Bus Operators and Spareboard. The parties also agree that there may be benefits in exploring a new static day off system for trial purposes.

Current Day Off Schedule for Non-Spareboard

1) **All Operators will have the ability to sign into a letter (A,C,D,F) group rotation, or have X group with Saturday and Sundays off.**

2) **Each of the letter group will go on a 4 week rotation as follows: Week 1 - Sunday & Monday Off Week 2 - Tuesday & Wednesday Off Week 3 - Sunday & Thursday Off Week 4 - Friday & Saturday Off For clarity, each letter group will have an offset day off as per Appendix "A"**

3) **For the letter group rotations, Operators will have the ability to sign regular or swing work.**

4) **Regular Operators will sign 1 Weekday Crew, 1 Saturday Crew.**

5) **Swing Operators can sign 1 Crew for each of the other day off groups (3 in total).**

6) **Regardless of Day Off Group Signed, an Operator has a right of signing regular or swing work on weekdays and/or Saturday's.**

7) **All Operators in the letter group will sign 1 Sunday Crew.**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
A, C	C	D	D	A	F	F

D, F	F	C	C	D	A	A
A, C	A	F	F	C	D	D
D, F	D	A	A	F	C	C

Current Day Off Schedule for Spareboard

1) **All Spare Operators will have the ability to sign into a number (1,2,3,4,5,6) group rotation.**

2) **Each of the number groups will go on a 6 week rotation as listed in the chart below.**

3) **Spare Operators shall be provided with two days off per week. In weeks where only 1 day off is identified, a second "hidden" day off will be identified by the Employer the Friday of the previous week. Hidden day off requests can be submitted and will be granted on a seniority basis.**

4) **Should an Operator sign any vacation relief weeks, this article will not apply as they will assume the days off as assigned to the vacation crew.**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRI	SAT	Hidden Day
1,3,6	1	4	4	5	2	2	3,5,6
1,2,4	2	5	5	6	3	3	1,4,6
2,3,5	3	6	6	1	4	4	1,2,5
3,4,6	4	1	1	2	5	5	2,3,6
1,4,5	5	2	2	3	6	6	1,3,4
2,5,6	6	3	3	4	1	1	2,4,5

Static Day Off Trial

Within ninety (90) days of the date of ratification, the parties agree to meet to further discuss a static day off trial. The intention is not to eliminate or replace the current day off system but to provide an alternative for a small group of Operators.

The parties will formulate a viable option that ensures the service requirements and scheduling intricacies of the department while providing flexibility for Bus Operators.

Any trial will run for a minimum of one year to capture all four changes. At anytime thereafter, either party may terminate the trial at the conclusion of the current change but with no less than ninety (90) working days notice.

NEW LETTER OF UNDERSTANDING: O# - Emergency Services Plan

Add new LOU as follows:

The parties agree, during the first year of the term of the collective agreement to meet and finalize parameters surrounding the activation of the Emergency Services Plan and utilization of employees and assignment of work.

NEW LETTER OF UNDERSTANDING: P# - STAT HOLIDAY WORK REQUIREMENTS FOR VEHICLE MAINTENANCE AND OVERHAUL STAFF

Add new LOU as follows:

The City of Winnipeg and The Amalgamated Transit Union Local 1505 jointly affirm that as a result of the survey which was conducted by the ATU on Oct 5/2001 the above mentioned Stat Holiday Work Requirement for Plant and Equipment will remain as per past practice. Past practice for the Stat Holidays in question are as follows:

All Stat Holidays observed during a job sign-up period will be posted and available to be signed on during regular job signup. A number of mechanics, to be determined by management, will be allowed to sign off each Stat Holiday in addition to their regular days off. The remaining Stat Holiday spots left open after signup will be assigned on a reverse seniority basis. (Hereafter to be known as juniority)

Night Shift and Evening Shift Vehicle Maintenance and Overhaul subsection employees will be required to work all Stat Holidays in accordance with seniority, and dependent on the requirement as designated by the Plant & Equipment Division.

In the case of Stat Holidays for Christmas, Boxing and New Years day, Dayshift Vehicle Maintenance and Overhaul subsection employees that signup to work on one of these three stat holidays will not be required to work either of the two remaining stat holidays.

NEW LETTER OF UNDERSTANDING: P# - INCLEMENT WEATHER

Add new LOU as follows:

Within one hundred and eighty (180) days, the parties will meet to discuss and develop a protocol regarding inclement weather occurrences. Once developed, the protocol may only be altered by mutual consent. Prior to development and implementation of the protocol, the letter provided by the City of Winnipeg Labour Relations Department will apply.