THE CITY OF WINNIPEG

AND

AMALGAMATED TRANSIT UNION – LOCAL 1505

COLLECTIVE AGREEMENT

Effective January 13, 2019 to January 7, 2023

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DATED this **24th** day of **October**, **2019**

BETWEEN:

THE CITY OF WINNIPEG

hereinafter called "THE CITY"

of the first part

and

The employees of The City of Winnipeg

Transit System, members of

AMALGAMATED TRANSIT UNION, LOCAL 1505

hereinafter called "THE UNION"

of the second part

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

WITNESSETH: That the Parties hereto agree as follows:

SECTION 1 – GENERAL ARTICLES

ARTICLE 1 – DURATION OF AGREEMENT

THIS AGREEMENT shall take effect and be binding upon the parties hereto from the **thirteenth (13th) day of January, 2019**, and shall continue in force until the **seventh (7th) day of January, 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) day of January, 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 2 – EMPLOYEE PERSONNEL FILE

Employees may see their **personnel** file in the presence of a Management Representative and at a time that is mutually agreeable. **[2019]**

a) Any record of discipline shall not be relied upon by the Employer after twenty-four (24) months from the date of occurrence provided that no further disciplinary action has been recorded during this period. [2019]

b) If, during the aforementioned period of twenty-four (24) months, the employee is absent from the workplace for any reason, except vacation, for a period in excess of thirty (30) consecutive calendar days, the twenty-four (24) month period will be extended for an additional period equal to the length of the absences. [2019]

c) Notwithstanding the above, the record of confirmed instances of work related assault and sexual harassment that an employee has been disciplined for shall remain on an employee's file for five (5) years from the date of issue. In addition, any criminal conviction which has an impact on the ability of the employee to carry out his duties shall remain on the file for five (5) years. [2019]

ARTICLE 3 – GENDER TERMINOLOGY

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

Plural terms whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require. [2019]

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – UNION SECURITY

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

a) The Union shall furnish to the City annually and as changes are made, a list of the Officers and Shop Stewards of the Union before the City will recognize them as such. [2019]

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

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

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

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

Exceptions:

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

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

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

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

ARTICLE 6 – HEALTH RECOVERY LEAVE PLAN

6-1 Accumulation of Credits

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

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

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

c) Time while on paid Leave of Absence.

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

e) Health Recovery will not be accumulated while on leave of absence or long-term disability. [2019]

f) Health Recovery credits will be paid out at the daily crew rate to a minimum of seven and one-half (7½) hours per day. [2019]

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

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

6-2 Deduction from Credits

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

6-3 Payment of Benefit

a) Employees hired before January 1, 1997:

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

i) The number of unused **Health Recovery** credit days standing to the employee's credit which were accumulated during the last five (5) years of service, multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service, and **[2019]**

ii) twenty-five percent (25%) of the remainder of the unused **Health Recovery** credits earned prior to the employee's last five (5) years of service, multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service up to a maximum of one hundred and thirty-two (132) days. **[2019]**

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

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

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

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

6-4 Transit Health Recovery/Return to Work Committee

A Transit **Health Recovery/Return to Work Committee** shall be comprised of **two (2) members** appointed by Management, and **two (2)** members appointed by the Union **and the Return to Work Coordinator**. This Committee will meet **a minimum of once per month or otherwise agreed upon** to discuss issues related to the **Health Recovery Plan and the Return to Work Process**. **[2019]**

6-5 Definition of Health Recovery Pay

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

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

6-6 Documentation and Rehabilitative Employment

a) Documentation

To be eligible for the **Health Recovery Plan** an employee may be required to produce a certificate from a medical practitioner certifying that he/she was or is unable to perform his/her regular duties due to illness or injury. Such certificate may be required where an absence exceeds three (3) consecutive working days, or where the absence is the third (3rd) or subsequent occurrence, in any twelve (12) month period or where necessary to confirm the absence is for bona fide **Health Recovery Plan** purposes. An employee on the **Health Recovery Plan** shall not engage in any activity that may prolong his/her recovery and absence from the workplace. **[2019]**

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

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

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

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

b) Rehabilitative Employment

Employees must make themselves available for rehabilitative employment duties as soon as they are medically able. Should any disagreement arise as to whether any employee is medically able to perform regular, modified or alternate duties the matter will be referred to an independent medical authority agreed to between the parties. **[2019]**

An employee who is otherwise qualified to receive **Health Recovery** pay who is placed in an alternate regular position of a classification that carries a lower rate of pay than his/her regular classification shall be entitled to utilize, upon request, **Health Recovery Plan** credits in an amount equal to the difference between pre-disability earnings and the earnings received in the new rehabilitative position. **[2019]**

c) Reasonable Accommodation

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

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

    a) are on sick leave; or

    b) are receiving disability benefits; or

    c) are receiving Workers' Compensation benefits; or

    d) are receiving Manitoba Public Insurance Benefits; or

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

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

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

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

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

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

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

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

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

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

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

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

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

   b) the employee establishes seniority in a regular position.

6-7 Sickness While on Vacation

If an employee on vacation becomes ill or injured for a period in excess of three (3) days and a medical certificate is supplied that states the employee would not have been able to perform his/her regular duties due to such illness or injury he/she will be allowed to use **Health Recovery Plan** credits for that period. **[2019]**

6-8 Use of Vacation Credits

An employee who has exhausted all **Health Recovery Plan** credits may, upon submitting a written request, utilize for bona fide sick leave purposes any accumulated vacation credits. **[2019]**

6-9 Long Term Disability

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

6-11 Method of Calculating Debits from Credits Accumulated in the Sickness and Accident Severance Plan

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

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

If the claim exceeds one (1) week, the above repeats. [2019]

ARTICLE 7 – SUPPLEMENTAL HEALTH PLANS

a) Extended Health

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

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

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

b) Dental Plan

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

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

c) Vision Care Plan

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

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

For full time employees/dependent(s) – **three hundred and fifty dollars ($350.00) per eligible person in a twenty-four (24) month period. [2019]**

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]**

The Vision Care Plan includes prescription sunglasses.

The City shall provide eighty dollars ($80.00) per eligible person in a twenty-four (24) month period for purposes of covering the cost of an eye examination. **Effective 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]**

ARTICLE 8 – VACATIONS

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

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

Each employee who will complete four (4) years of service in the year in which vacation is to be taken shall be entitled to a fourth (4th) week of vacation in that year and yearly thereafter. Each employee who will complete eleven (11) years of service in the year in which vacation is to be taken shall be entitled to a fifth (5th) week of vacation in that year and yearly thereafter. Each employee who will complete twenty-one (21) years of service in the year in which vacation is to be taken shall be entitled to a sixth (6th) week of vacation in that year and yearly thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8-11 Employees, who are in receipt of Long Term Disability benefits for greater than two (2) years and are not engaged in a return to work plan, will be notified that they can have their vacation entitlement cashed out on the first pay period at the rate earned, following the above mentioned two (2) year period. Should an employee still be in receipt of Long Term Disability benefits after five (5) years, vacation payout will be mandated as described in this Article. Should an employee wish, they can notify the employer prior to the payout to have their vacation paid out at the rate earned as a top-up of ten percent (10%) above their Long Term Disability until it is completely exhausted. [2019]

ARTICLE 9 – HOLIDAYS TO BE OBSERVED

9-1 The following days will be observed holidays: New Year's Day – Louis Riel Day (or so designated by any other name) - Good Friday – Easter Monday – Victoria Day – **July 1** – Terry Fox Day – Labour Day – Remembrance Day – Thanksgiving Day – Christmas Day and Boxing Day. Any additional holiday proclaimed by the City of Winnipeg, Province of Manitoba or the Government of Canada. The Easter Monday holiday will be observed on Easter Sunday for the Operations Division only. **[2019]**

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

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

Weekly rated employees who work on these holidays will be paid, in addition to the regular weekly pay, time and one-half (1.5x) for the time so worked up to seven and one-half (7½) hours – double time (2x) thereafter.

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

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

9-6 An employee who is eligible for payment for an observed holiday will not receive **Health Recovery Leave** pay for the same day. **[2019]**

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

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

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

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

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

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

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

9-10 Religious Holidays

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

In conjunction with this, employees may further request to have up to three (3) alternate days off. Where staff levels permit, such requests will be granted in order of seniority provided the request is made, in writing, to the Director of Transit at least thirty (30) days prior to the religious holiday(s) to be observed.

9-11 Christmas Eve Pay

Employees who work on Christmas Eve that have work that finishes 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 10 – SENIORITY AND PROBATION

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

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

10-3 When two (2) or more employees have the same seniority date, the names will be placed on the seniority list(s), in order of the lowest last three (3) digits of their social insurance number. If by chance, that two (2) or more have identical last three (3) digits, the fourth (4th) digit will be used. [2019]

10-4 An employee who establishes seniority in a classification, voluntarily leaves that classification and subsequently re-enters that classification as the successful applicant to a bulletin for a permanent or temporary position, will have his/her seniority back dated on the basis of credits for calendar years, months and days worked in the position subsequent to first having established seniority. Credits will be applied to the most recent date of re-entry into the classification. [2019]

ARTICLE 11 – PROMOTION

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

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

11-3 If, during a trial period of six (6) months, an employee promoted from a lower class to a higher class proves unsatisfactory in the higher class, he/she shall revert to his/her previous position and resume his/her seniority in that class. In the event that any man/woman is deemed unsatisfactory during the six (6) month trial period, the City agrees to inform the Union and give them the opportunity to discuss its reasons before the employee reverts to his/her previous position.

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

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

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

11-5 Applicants who have previously established seniority in the classification being bulletined and who were subsequently laid off will be given first consideration in filling a permanent or temporary vacancy, based on seniority with efficiency. If no applications are received from employees with previously established seniority in the classification, employees will be considered on the basis of seniority with efficiency in their present classification with first consideration given to employees with the earliest Plant and Equipment Division starting date.

11-6 In the event that no employees with established seniority apply for bulletined positions in the Plant and Equipment Division, employees working in the Plant and Equipment Division

who have no established seniority in any classification will be given preference on the basis of Transit starting date and efficiency.

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

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

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

ARTICLE 12 – BULLETINING VACANCIES

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

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

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

ARTICLE 13 – REDUCTION OF STAFF THROUGH LAY OFF

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

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

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

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

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

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

ARTICLE 14– NOTICE OF RESIGNATION AND REFERENCES

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

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

ARTICLE 15 – TECHNOLOGICAL CHANGE

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

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

ARTICLE 16 – SENIOR LABOUR MANAGEMENT COMMITTEE

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

ARTICLE 17 – GRIEVANCES

17-1 Should any employee to this Agreement believe he/she 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. **[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]**

Step 2

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

***At the Step 2 meeting, the parties agree to disclose the facts and evidence relied upon to support the parties' respective position. [2019]**

Step 3

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

Step 4-1 – Grievance Mediation

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

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

b) The parties must mutually agree on a choice of a mediator;

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

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

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

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

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

h) Each party shall pay one-half (½) of the fees and expenses of the mediator if there is a cost associated; and

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

<u>Step 4-2</u>

a) In the event the grievance is referred to mediation under Step 4-1 within thirty (30) working days from the date either party concludes the mediation process in writing, the Union may refer the grievance to arbitration.

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

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

17-3 If, after an investigation, such employee is found not guilty of sufficient cause to warrant discharge or suspension, the employee shall be reinstated into their former position and paid for all time lost. [2019]

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

17-5 It is agreed that the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure and all Steps thereof and within the applicable time limits set out. Time limits can be extended by mutual

agreement of the parties in writing at all steps of the grievance and arbitration steps outlined in the Collective Agreement. If either party fails to comply with the applicable stages and time limits set out, the grievance may proceed according to the required time limits to the next succeeding step of the grievance procedure. [2019]

17-6 Arbitration

a) When either party requests a matter be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement w**ith a copy to Corporate Labour Relations at LabourRelations@winnipeg.ca.**

b) Arbitration shall consist of a single arbitrator.

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

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

ARTICLE 18 – LEAVE OF ABSENCE

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. 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 to cover both portions of the pension and 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.

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]

18-2 Any employee who is elected to the School Board, City Council, Provincial or Federal Legislature or Government Board, or elected or appointed to office of the Union or the headquarters of the organization with which the Union is affiliated, which requires his/her absence from the City's employ, shall during such leave of absence retain his/her seniority and may, upon completion of such duties, return to the City's employ. Affiliated labour organizations shall include the Winnipeg Labour Council, Manitoba Federation of Labour, the Canadian Labour Council, the AFL and the CIO with allowances made for any subsequent name changes adopted by these organizations.

18-3 Officers of the Union shall be granted leave of absence on business of the employees insofar as the regular operation of the service will permit and their applications for leave of absence shall be given preference over any other applications for leave of absence on the same day. Whenever possible the Union will give twenty-four (24) hours' notice of such requested leave.

18-4 An employee may accept employment with the City in a position outside the scope of this Agreement for a period of six (6) consecutive months without forfeiting his/her seniority and may return to his/her classification any time within the six (6) months, except if the position is temporary and not expected to become permanent, in which case the employee shall forfeit all rights, privileges and seniority provided by this Agreement effective the date the employee accepts such position.

18-5 <u>Bereavement Leave</u>

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

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

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

18-6 Each employee covered under this Agreement shall be granted, on the day of the funeral, a maximum of three (3) hours and forty-five (45) minutes leave without loss of salary or wages to attend the funeral as a pallbearer. Where circumstances warrant, such leave may be extended without pay at the discretion of the Division Manager. If an employee is required to attend a funeral as a pallbearer more than two (2) times a year, special permission will be required from the Division Manager.

18-7 Maternity Leave

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

PLAN A

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

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

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

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

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

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

18-7(1)

PLAN B

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

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

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

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

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

18-7(2) An applicant for Maternity Leave under Plan B must sign an agreement with the City to provide that:

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

b) she will return to work on the date of the expiry of her Maternity Leave and where applicable, Parental Leave, unless this date is modified by the City in accordance with Article 18-7(3)(c); and

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

18-7(3) An employee who qualifies is entitled to a Maternity Leave consisting of:

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

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

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

18-7(4) During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave Allowance in accordance with Plan B as follows:

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

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

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

18-7(5) During the period of Maternity Leave, the City will continue to pay its portion of Pension, Group Life Insurance, Dental and Vision Care contributions based on the regular salary and regular contribution rates and provided the employee pays their regular contribution.

18-7(6) Plan B does not apply to part-time employees or employees who normally are subject to seasonal lay off.

18-7(7) The employee returning to work after Maternity Leave shall provide the City with at least two (2) weeks' notice prior to the date of returning to work. Employees shall, on return from Maternity Leave or combined Maternity and Parental Leave, be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of Maternity Leave and without loss of seniority benefits which had accumulated at the date of her departure.

18-7(8) **Parental Leave**

a) The City will grant **an unpaid** leave of absence not to exceed **sixty-three (63)** continuous weeks to any employee who has completed **seven (7)** months of service with the City for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to their Department Head for Parental Leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take Maternity Leave in which case the employee shall submit their application for Parental Leave at the same time as their application for Maternity Leave. **[2019]**

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

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

d) **Health Recovery** credits will not accrue for any period of time the employee is absent on Parental Leave. **[2019]**

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

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

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

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

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

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

18–8 Illness of Family Members (Family Responsibility Leave)

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

a) Purpose of Family Responsibility Leave

i) Must be necessary.

ii) For health of employee.

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

b) Booking Off and Clearance for Work

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

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

iii) Employees must clear themselves for work as per procedures for **Health Recovery Leave**. **[2019]**

c) Verification

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

d) Leave for Part Day

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

e) Number of Days

An employee shall be allowed to utilize a maximum of two (2) days per year of accumulated **Health Recovery** credits, plus an additional one (1) unpaid day, for a total of three (3) days (or three [3] occurrences), for Family Responsibility Leave purposes. **[2019]**

f) Attendance Tracking

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

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

18-9 <u>Jury or Court Witness Duty</u>

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

18-10 Compassionate Care Leave

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

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

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

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

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

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

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

i) the day the certificate is issued, or

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

2. the family member requires the care or support of one (1) or more family members. **[2019]**

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

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

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

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

j) Prior to the commencement of approved Compassionate Care Leave, the employee can request the use of up to ten (10) days accumulated **Health Recovery** credits without a medical certificate being required. **[2019]**

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

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

18-11 Military Leave

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

ARTICLE 19 – TRANSPORTATION

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

ARTICLE 20 – TIME OF PAYING WAGES

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

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

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

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

ARTICLE 21 – LICENSES

The basic license fee and the cost of any medical examinations required by the Province of Manitoba Motor Vehicle Branch or by the City of Winnipeg will be paid for by the City for all employees who are required to move City vehicles. The basic licence fee will only be paid provided the employee produces proof of renewal and payment the day before expiry. Bus Operators must produce proof of renewal and payment prior to 10:45 a.m. the day before expiry.

ARTICLE 22 – OCCURRENCE REPORT PAY

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

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

ARTICLE 23 – ASSAULT, INJURY AND WORKPLACE VIOLENCE REPORTING

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

23-2 The Workplace Safety and Health Committee Co-Chairs will be made aware of all Notice of Injury Reports with respect to the Committee they are on. All serious incidents as identified by the Manitoba Workplace Safety and Health Act and Regulations will be investigated by the respective Co-Chairs and/or designate.

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

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

23-5 Assault Review Committee (ARC)

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

a) Independent Law Enforcement contractor (retired WPS or RCMP) 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. [2019]

ARTICLE 24 – INTERVIEW PAY

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

ARTICLE 25– WORKERS' COMPENSATION

25-1 For all compensation claims for loss of wages that are approved by the Workers' Compensation Board on account of injury to an employee, the employee shall be allowed compensation as follows in (a) and/or (b):

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

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

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

25-2 Injured employees must make themselves available for light duties as soon as they are medically able in accordance with Workers' Compensation procedures.

25-3 The following benefits shall remain in effect while an employee is off on Workers' Compensation:

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

Required contributions and premiums shall continue to be cost shared by the City and the employee as laid out in the Collective Agreement, and such required contributions and premiums will be remitted by the employee without delay upon being billed by the City.

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

25-4 Following a waiting period of five (5) working days after the date of the compensable injury, employees shall be provided a benefit equal to the approximated Workers Compensation payment rate which will be deducted from the employee's sick credit. Following the acceptance of the claim, the Employer shall make the appropriate adjustments to reflect the actual payment amounts authorized by the WCB.

ARTICLE 26 – COLLECTIVE AGREEMENT JOINT NEGOTIATIONS - PAY

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

ARTICLE 27 – LONG SERVICE PAY

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

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

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

ARTICLE 28 – RESPECTFUL WORKPLACE

28-1 The City and the Union jointly affirm that every employee in the Civic Service shall be entitled to a respectful and safe workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour and workplace violence.

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

28-2 Definitions

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

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

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

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

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

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

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

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

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

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

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

28-3 If the Respectful Workplace Article is not being followed, the process outlined in the **City of Winnipeg Administrative Standard – Respectful Workplace** will apply. **[2019]**

ARTICLE 29 – CRIMINAL LIABILITY

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

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

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

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

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

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

ARTICLE 30 – CIVIL LIABILITY

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

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

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

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

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

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

ARTICLE 31 – GROUP LIFE INSURANCE PLAN

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

ARTICLE 32 – PENSION PLAN

32-1 The parties agree to participate in the Winnipeg Civic Employee Benefits Program (the "Program") and to be bound by its terms and conditions, including any applicable trust

agreements, plan texts or other governance documents, written policies and guidelines. The Program shall consist of the Winnipeg Civic Employees' Pension Plan, the Winnipeg Civic Disability Plan and the Winnipeg Civic Employees' Early Retirement Arrangement.

32-2 Any disputes with respect to member benefits under the Program shall not be the subject of the grievance and arbitration procedure under this Agreement, but shall be subject to adjudication under the terms of the Program documents and such procedures that the Program Trustees may adopt from time to time, or such procedures as may otherwise be available at law.

ARTICLE 33 – JOB CLASSIFICATION AND RECLASSIFICATION

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

ARTICLE 34 – UNION DECALS

The Union will provide and install decals on all Winnipeg Transit buses operated or maintained by ATU members stating: *"This vehicle is operated and maintained by ATU members".* Should the decal change in time, it must first be approved by the Director of Transit who will identify the location on the outside of the bus before being applied to any bus. [2019]

SECTION 2 – BUS OPERATOR ARTICLES

ARTICLE 1 – HOURS OF WORK

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

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

a) Spare Operators will be paid fifty percent (50%) of the applicable hourly rate **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 reports for work at his/her assigned time five (5) days a week and carries out the duties assigned to him/her. This guarantee includes platform time, reporting and putting away time, and all other time paid for including the payment for time spent on report. **[2019]**

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

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

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

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

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

1-4 Bus Operators will be assigned to the Spare Operator's Day Off Group System immediately upon completion of their instruction crews.

For the further training of new employees after the completion of their preliminary training, Trainee Bus Operators will be booked ahead in seniority for a period of twenty (20) working days. **These Trainees will be split evenly between day and night work. During this period, special crews, crews with change off shifts and work buses will be avoided. [2019]**

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

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

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

ARTICLE 2 – OVERTIME PAY

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – SENIORITY AND SIGN UP

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

3-2 All crews, including change-off **employees** and relief **employees**, will be posted for selection according to seniority of Bus Operators at least four (4) times per year. Five (5) days before a schedule general change is to be signed, it is to be posted **online with a**

general message to be sent advising Operators that crews are available to be viewed. A copy of the crews and relief points will be furnished to and kept by the Union. **[2019]**

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

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

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

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

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

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

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

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

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

3-10 Dispatch will have sign up for their work four (4) times per year. All permanent shifts will be chosen in preference by classification seniority and the remainder of the shifts will be picked as Spare Dispatchers. Spare Dispatchers must be available for all shifts barring any limitations or restrictions during a documented

accommodation. The Union will be informed of the sign up date should they wish to attend and the completed sign up will be furnished to the Union office. [2019]

ARTICLE 4 – PROMOTION

If an employee who has **two (2)** years of service as a Bus Operator is promoted to the position of Assistant Timekeeper, Timekeeper, Supervisor, or Instructor, **the employee** shall, if promoted immediately after **the employee** has been operating as a Bus Operator, retain **their** seniority rights, but such seniority rights shall not be exercised until the next regular sign up after the employee has reverted to the position of Bus Operator. **[2019]**

ARTICLE 5 – INSTRUCTION

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

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

5-3 While taking his/her initial training and subsequent training taken in his/her first twelve (12) months as a Bus Operator, an employee will be paid eighty percent (80%) of the first twelve (12) month hourly rate he/she is receiving at that time. After twelve (12) months of service, he/she will be paid ninety percent (90%) of his/her hourly rate for any subsequent retraining which may be required to correct deficiencies in his/her performance on the job. Training required, which is not related to inadequate performance, will be compensated at one hundred percent (100%) of his/her hourly rate.

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

ARTICLE 6 – UNIFORMS

6-1 a) Uniform Point System:

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

[2019]

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

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

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

e) Unused points may be carried forward.

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

g) Points are not transferable to any other Operator.

h) Extra garments may be purchased at cost.

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – CREW SPECIFICATIONS

7-1 Definitions

In crew making, the following definitions shall apply:

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

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

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

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

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

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

7-2 Weekday Day Crew

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

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

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

7-4 Weekday Crews – Regular

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

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

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

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

e) Maximum spread is twelve (12) hours.

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

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

7-5 <u>Weekday Crews – Special</u>

a) Weekday only.

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

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

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

e) No spread premium in effect.

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

7-6 <u>Saturday Crews</u>

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

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

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

7-7 <u>Sunday Crews</u>

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

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

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

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

ARTICLE 8 – SPECIAL PAYMENTS

8-1 Payment in Lieu of Rest Breaks

PART A

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

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

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

d) An employee shall be deemed to have earned **their** payment in lieu of rest break for any given day if **they have worked in a Bus Operator classification** three (3) hours or greater on that day or alternatively if **they have** satisfied the conditions of **their** guarantee. **[2019]**

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

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

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

8-2 Reporting Time – Pay

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

8-3 Putting Away Time – Pay

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

8-4 Travelling Time – Pay

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

8-5 Layover Time – Pay

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

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

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

8-6 Sign Up – Pay

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

8-7 Reports Not Connected With Own Bus – Pay

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

8-8 Sunday Premium

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

8-9 Route Training Premium

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

8-10 Spread Premium

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

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

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

8-11 Communication Pay

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

8-12 Special Payments

The City agrees to pay a premium of fifty cents ($0.50) per hour to all Operations members for all time worked from 19:00 to end of service/shift. The shift premium shall not be paid where work is being compensated on an overtime basis. **[2019]**

Effective Pay Period #3, 2021, the City agrees to pay a premium of seventy-five cents ($0.75) per hour to all Operations members for all time worked from 19:00 to end of service/shift. The shift premium shall not be paid where work is being compensated on an overtime basis. [2019]

ARTICLE 9 – MISCELLANEOUS

9-1 Equipment of Buses

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

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

9-2 Front Area of Buses

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

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

It is the responsibility of every Operator to encourage passengers to move towards the rear of the bus. **[2019]**

9-3 Backing Buses

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

9-4 Convenience for Bus Operators

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

9-5 Watches

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

SECTION 3 – PLANT AND EQUIPMENT ARTICLES

ARTICLE 1 – HOURS OF WORK AND OVERTIME PAY

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

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

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

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

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

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

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

1-7 No overtime shall be paid on overtime.

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – NIGHT AND AFTERNOON SHIFT PREMIUM

2-1 The City agrees to pay a premium of one dollar and **thirty** cents **($1.30)** per hour to employees of the Plant and Equipment Division and Treasury Branch for all time worked from 14:30 to 06:59. The shift premium shall not be paid where work is being compensated on an overtime basis. **[2019]**

Effective Pay Period #3, **2020** the shift premium will increase to one dollar and **fifty** cents **($1.50)** per hour. **[2019]**

2-2 Effective Pay Period #3, 2020, the Weekend Shifts will receive a premium equivalent to one-half (½) an hour pay at straight time per shift on a prorated basis. [2019]

ARTICLE 3 – SIGN UPS

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

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

ARTICLE 4 – CLOTHING

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

Employees must advise the Manager of Plant and Equipment by September 1st of each year as to their garment cleaning/maintenance choice for the following year. Employees who choose to leave the responsibility with the Department will be able to pick up cleaned clothing on a specific, assigned day and time each week.

4-2 The City will make available protective garments for the use of employees doing work of such nature as to require the use of these garments. These garments will remain in the area where the work is performed for the use of any employee required to do such work. Permanent employees required to wear safety footwear will be provided with one hundred 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 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.

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

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

Time while in receipt of **Health Recovery** benefits up to a maximum of sixty-five (65) working days shall be considered time worked. **[2019]**

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

2017 - $520.30
2020 - $546.31

Truck/Transport Mechanic, Truck/Transport Mechanic-Apprentice, **Truck/Transport Mechanic-Specialist**, Bus Electronic Technician, Diesel **Bus** Technician. **[2019]**

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

2017 - $411.40
2020 - $431.97

Body Repairman, Industrial Mechanic, Sheet Metal Worker, Treasury Technician. **[2019]**

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

2017 - $332.75
2020 - $349.38

Machinist, Mechanic's Helper. **[2019]**

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

2017 - $284.35
2020 - $298.56

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

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

2017 - $235.95
2020 - $247.74

Upholsterer, Electrician, Drillman. **[2019]**

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

2017 - $121.00
2020 - $127.05

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

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

ARTICLE 6 – TRAINING PROGRAM

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

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

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

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

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

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

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

ARTICLE 7 – PLANT AND EQUIPMENT CLASSIFICATIONS

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

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

7-3 Tradesman’s Helpers

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

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

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

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

ARTICLE 8 – APPRENTICES

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

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

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

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

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

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

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

ARTICLE 9 INTERPROVINCIALLY CERTIFIED JOURNEYMAN TRUCK AND TRANSPORT MECHANIC RERUITMENT

9-1 **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) 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**. **[2019]**

THE CITY OF WINNIPEG AND
AMALGAMATED TRANSIT UNION, LOCAL 1505

WAGES 2019 TO 2023

GENERAL WAGE INCREASE

Effective Pay Period #3, 2020 – Increase all bi-weekly/hourly rates in effect by one point two-five percent (1.25%) [2019]

Effective Pay Period #3, 2021 – Increase all bi-weekly/hourly rates in effect by two percent (2.0%) [2019]

Effective Pay Period #3, 2022 – Increase all bi-weekly/hourly rates in effect by one point seven five percent (1.75%) [2019]

Effective January 7, 2023 – Increase all bi-weekly/hourly rates in effect by two percent (2.0%) [2019]

SPECIAL ADJUSTMENTS

Effective Pay Period #23, 2019 - The rate of pay for the top-level step of each bargaining unit classification shall be increased by zero-point five percent (0.5%)

The top level step for the following Plant and Equipment classifications hourly rate of pay will be increased by fifty cents (50¢) on January 30, 2022 with an additional increase of fifty cents (50¢) on July 31, 2022:

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

IN WITNESS WHEREOF the parties have executed this Agreement in the City of Winnipeg, the Province of Manitoba this 25th day of January, 2021 M.A.C

THE CITY OF WINNIPEG

Mayor

M.A.C

City Clerk

Certified as to Contract Details:

~~Chief Corporate Support Services Officer~~
CAO

Reviewed as to Business Terms:

Manager, Labour Relations

Legally Reviewed and Certified as to Form:

for

City Solicitor/Director, Legal Services or his/her designate

FOR AMALGAMATED TRANSIT UNION, LOCAL 1505

President – Business Agent

Assistant Business Agent – Operations

Executive Vice President

Assistant Business Agent – Plant and Equipment

Financial Secretary Treasurer

Recording Secretary

G1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: BUS EQUIPMENT

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

The City and the Union agreed that information collected from buses designated to develop and test innovations in the industry, will be provided as feedback to the working group. [2019]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G2

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: UNIFORM/CLOTHING COMMITTEE

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

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

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

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

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G3

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: FURLOUGHS

The City commits that it will not pursue a strategy involving unilaterally imposed leaves of absence without pay (furloughs) with respect to employees represented by Amalgamated Transit Union, Local 1505 during the specified term of this Collective Agreement (i.e. January **13, 2019** to January **7, 2023)**.

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G4

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: WAGE RATES FOR TEMPORARY RETURN TO WORK ASSIGNMENTS

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

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

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

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

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

Agreed this Date: October 24, 2019

Angie C

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G5

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: PROMOTIONS

The parties agree that there is a need to provide stability in the workplace and avoid the disruption of constant movement between classifications. Therefore, it is agreed that an employee who exercises their right to return to their former position, as per Article 11-3, during the six (6) month trial period will not be considered for promotion or transfer to that same classification for a period of two (2) years. The two (2) year period will commence at the start of the trial period following promotion or transfer.

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G6

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: ARTICLE 7 – HEALTH CARE RELATED BENEFITS

The parties agree to meet within the life of the Collective Agreement to review options to improve medical/health benefits.

The parties may agree, in writing, to make changes to the medical/health benefits provided for in this Collective Agreement. Subject to ratification by both parties, these changes may be implemented during the life of the Agreement. [2019]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G7

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: CRITICAL INCIDENT STRESS MANAGEMENT

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

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

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

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

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

The City will work collaboratively with the Union in the development, maintenance and improvement of the CISM Program. [2019]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G8

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: CONTRACTING OUT OF WORK

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

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

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

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

The implementation of this Letter of Understanding is subject to ratification. [2019]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G9

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: OPERATOR IMPROVEMENT EDUCATION

The City recognizes the value of ongoing training for Bus Operators in order to mitigate safety risks in the workplace. For the life of this Collective Agreement, the City will continue to deliver a two (2) day training program.

The content of the current program is Trip Training. In addition, 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 Bus Operators, a new cycle of a two (2) day training program will start.

Within ninety (90) days of ratification, the City shall consult with the Union on the content of the new program. The City will consider courses put forward by the Union on subjects that include, but is not limited to; 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]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: SCHEDULE/PLANNING COMMITTEE

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

The terms of reference for the Committee include:

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

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

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

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

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

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

The City shall pay for one (1) Union Observer who will be trained in scheduling and will observe the process of developing the crew assignments for each change period. While this Union Observer will not impede the development of 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 City will notify the Union of the initial Schedule Committee meeting and at the same time will provide the proposed schedules in electronic formal at least five (5) calendar days prior to this meeting. The purpose of the first meeting is to discuss operating schedules and crew assignments with a view to make improvements for the upcoming schedule change period. The Union will identify concern(s) with the proposed schedules to the City in writing. Both parties agree to consult in good faith.

Meeting #2

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

On Time Performance Under Regular Operating Conditions

The Committee shall meet within thirty (30) days of ratification 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;

b) recovery time; and

c) service frequency.

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

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

Pilot Projects

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

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

Relief Points

Within twenty-four (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, the City will take all reasonable steps to address each relief point without delay. The parties recognize that some relief points require coordination with other parties to 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. [2019]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O2

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: CHARTER BUS SERVICE

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

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

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

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

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

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

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

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

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

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

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

The Union and City agree to this concept in a cooperative spirit and further agree to meet and discuss any issues that may arise during the term of this Agreement in an effort to resolve same and to develop expansions or improvements to the Program. However, if this proves unsuccessful, either party may withdraw from this agreement by giving to the other party not less than ninety (90) days' notice in writing of its intention to do so. Any previously booked charter commitments will be fulfilled prior to the discontinuance of the use of Retired Bus Operators, but in any case, not later than six (6) months following the date of notification.

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O3

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: SPAREBOARD GUARANTEE

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

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

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

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

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

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

Agreed this Date: October 24, 2019

Angie Cam

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O4

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

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

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

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

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O5

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: PASSENGER EDUCATION CAMPAIGN

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

1. Bus blind spots;

2. Safe boarding and alighting practices;

3. Third bus rule;

4. Proper use of varied technologies for rear door operation;

5. Having fare ready prior to boarding;

6. Arriving at stop five (5) minutes prior to schedule running times;

7. Not impeding the boarding and alighting of other passengers;

8. Priority seating;

9. Service animals;

10. Fare policy and fare structure;

11. Right hand turns from second lane in front of bus;

12. Yellow safety line;

13. Passenger etiquette; and

14. Passenger Code of Conduct.

Either party may bring forward issues that may negatively impact the quality of bus service in Winnipeg. All content of Passenger Education Campaigns will be jointly reviewed by the City and the Union before the Campaign is initiated. Once consultation with the Union has occurred, the final approval for any public education campaign is at the sole discretion of the City. [2019]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O6

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: WIND DOWN RETIREMENT EMPLOYEE PLAN

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

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

a) All WDRP employees in the Plan shall perform work specific only to filling time off requests by regularly employed Bus Operators in accordance with Point 2(b), 2(e) and 3 of this Letter of Understanding.

b) Commencing January 1, 2020 Bus Operators who work on a statutory holiday, may choose to bank one day in lieu of regular wages for each 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. EA is the last priority of leave to be covered by available WDRP employees.

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

a) A Bus Operator may be granted one (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 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 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 two (2) working days each week. The Wind Down must provide their availability to the City in writing prior to entering the Plan and provide a thirty (30) day minimum notice prior to changing their availability.

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

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

9. All WDFP employees in the Plan will be members of the Amalgamated Transit Union, Local 1505 and will pay dues in accordance with local bylaws.

10. 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.

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]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

O7

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: RECIPROCAL SHIFT TRADE PROGRAM

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

The City will commit to 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]

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: STOREKEEPER LUNCH PERIOD

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

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P2

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: MAINTENANCE WORKERS

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

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

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

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

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P3

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: TRUCK/TRANSPORT MECHANIC SPECIALIST

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

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

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

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

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

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P4

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: PLANT AND EQUIPMENT WORKING CONDITIONS COMMITTEE

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

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

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

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P5

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: APPRENTICES

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

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

2. The rates of pay for Apprentice classifications will be 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 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 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]**

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

P6

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: PROMOTING MECHANIC HELPERS TO TRUCK/TRANSPORT APPRENTICESHIP

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

Mechanic Helpers interested in applying to become a Truck/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.**

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.**

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

Agreed this Date: October 24, 2019

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

2018 to 2023 SALARY SCHEDULE
OPERATIONS CLASSIFICATIONS
HOURLY RATE BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018 2.7%	PP#23 2019 0.5%*	PP#3 2020 1.25%	PP#3 2021 2.0%	PP#3 2022 1.75%	JAN 7, 2023 2.0%
ASSISTANT DISPATCH	**8401**	$19.28		$19.52	$19.91	$20.26	$20.66
		$20.95		$21.21	$21.63	$22.01	$22.45
		$22.60		$22.89	$23.35	$23.75	$24.23
		$24.29		$24.59	$25.08	$25.52	$26.03
		$25.93	$26.06	$26.39	$26.92	$27.39	$27.93
ASSISTANT DISPATCH I/C	**8405**	$20.57		$20.83	$21.24	$21.62	$22.05
		$22.20		$22.48	$22.93	$23.33	$23.80
		$23.91		$24.21	$24.69	$25.12	$25.63
		$25.54		$25.86	$26.38	$26.84	$27.38
		$27.20	$27.33	$27.68	$28.23	$28.72	$29.30
OPERATOR, BUS	**(A)8421**						
--First 12 Months		$20.18		$20.43	$20.84	$21.20	$21.63
--Second 12 Months		$21.81		$22.08	$22.52	$22.92	$23.38
--Third 12 Months		$23.47		$23.76	$24.23	$24.66	$25.15
--Fourth 12 Months		$25.38		$25.70	$26.22	$26.67	$27.21
--After 48 Months		$28.15	$28.29	$28.65	$29.22	$29.73	$30.32
OPERATOR, BUS TRAINING	**8427**						
****80% of First 12 Month Hourly Rate****		$16.14		$16.34	$16.67	$16.96	$17.30
SUPERVISOR, ACTING	**8431**						
(Top Operator rate + 10%)		$30.97	$31.12	$31.51	$32.14	$32.70	$33.36
After 3 Years as Acting Supervisor		$32.37	$32.54	$32.94	$33.60	$34.19	$34.87
(Top Operator rate + 15%)							

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PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018	PP#23 2019	PP#3 2020	PP#3 2021	PP#3 2022 +50¢/hr▲	JULY 31, 2022 +50¢/hr▲	JAN 7, 2023
		2.7%	0.5%*	1.25%	2.0%	1.75%		2.0%
BUILDING SERVICES I/C (Top Journey Electrican rate + 5%)	**8046**	$37.42	$37.61	$38.08	$38.84	$40.04	$40.57	$41.38
BUS ELECTRONICS TECHNICIAN	**8571**	$34.72		$35.15	$35.85	$36.48		$37.21
		$36.56		$37.01	$37.75	$38.41		$39.18
		$38.37	$38.56	$39.05	$39.83	$41.02	$41.52	$42.35
CARPENTER	**8051**	$30.53		$30.91	$31.53	$32.08		$32.72
		$32.21		$32.61	$33.26	$33.85		$34.52
		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48
DAMAGE ESTIMATOR	**8065**	$32.00		$32.40	$33.04	$33.62		$34.29
		$33.76		$34.18	$34.86	$35.47		$36.18
		$35.49	$35.67	$36.11	$36.84	$37.48		$38.23
DRILLMAN (who has seniority as a General Helper)	**8067**							
--First 12 Months		$22.12		$22.40	$22.85	$23.25		$23.71
--Second 12 Months		$23.34		$23.63	$24.10	$24.52		$25.01
--Third 12 Months		$24.55		$24.86	$25.35	$25.80		$26.31
--Fourth 12 Months		$25.06		$25.37	$25.88	$26.33		$26.86
--Fifth 12 Months		$25.91		$26.23	$26.75	$27.22		$27.77
--After 5 Years		$26.81	$26.94	$27.38	$27.82	$28.31		$28.88
DRIVER, TRUCK	**8071**							
--First 12 Months		$17.67		$17.89	$18.25	$18.57		$18.94
--Second 12 Months		$19.32		$19.56	$19.95	$20.30		$20.70
--Third 12 Months		$21.07		$21.33	$21.76	$22.14		$22.58
--Fourth 12 Months		$22.14		$22.41	$22.86	$23.26		$23.73
--Fifth 12 Months		$23.86		$24.16	$24.64	$25.07		$25.57
--Sixth 12 Months		$25.07		$25.38	$25.89	$26.34		$26.87
--Thereafter		$25.91	$26.04	$26.37	$26.89	$27.36		$27.91
DRIVER, PARTS TRUCK	**8170**	$17.67		$17.89	$18.25	$18.57		$18.94
		$19.32		$19.56	$19.95	$20.30		$20.70
		$21.07		$21.33	$21.76	$22.14		$22.58
		$22.14	$22.25	$22.52	$22.97	$23.38		$23.84
ELECTRICIAN JOURNEY (Building Services)	**8087**	$32.13		$32.53	$33.18	$33.76		$34.44
		$33.89		$34.31	$35.00	$35.61		$36.32
		$35.64	$35.82	$36.26	$36.99	$38.14	$38.64	$39.41
HELPER, GENERAL	**8101**							
--First 12 Months		$17.67		$17.89	$18.25	$18.57		$18.94
--Second 12 Months		$19.32		$19.56	$19.95	$20.30		$20.70
--Third 12 Months		$21.07		$21.33	$21.76	$22.14		$22.58
--Fourth 12 Months		$22.14		$22.41	$22.86	$23.26		$23.73
--Thereafter		$23.86	$23.98	$24.28	$24.76	$25.20		$25.70

***Applies to top level step of each bargaining unit classification**
▲Top level step hourly rate of pay increases by fifty cents ($.50) per hour on January 30, 2022 and by an additional fifty cents ($.50) on July 31, 2022 for Plant and Equipment classifications listed in September 19, 2019 Memorandum of Agreement
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PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018	PP#23 2019	PP#3 2020	PP#3 2021	PP#3 2022 +50¢/hr▲	JULY 31, 2022 +50¢/hr▲	JAN 7, 2023
		2.7%	0.5%*	1.25%	2.0%	1.75%		2.0%
LABOURER	**8115**							
--First 12 Months		$17.67		$17.89	$18.25	$18.57		$18.94
--Second 12 Months		$19.32		$19.56	$19.95	$20.30		$20.70
--Third 12 Months		$21.07		$21.33	$21.76	$22.14		$22.58
--Fourth 12 Months		$22.14		$22.41	$22.86	$23.26		$23.73
--Thereafter		$23.86	$23.98	$24.28	$24.76	$25.20		$25.70
LOOPS AND BUS STOPS I/C	**8116**	$31.77	$31.93	$32.32	$32.97	$33.55		$34.22
▲MACHINIST	**8121**							
		$30.53		$30.91	$31.53	$32.08		$32.72
		$32.21		$32.61	$33.26	$33.85		$34.52
		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48
MACHINIST I/C (Top Mechanic-Truck/Transport rate + 10%)	**8125**	$38.58	$38.78	$39.26	$40.05	$41.30	$41.85	$42.68
MAINTENANCE WORKER	**8166**	$17.67		$17.89	$18.25	$18.57		$18.94
		$19.32		$19.56	$19.95	$20.30		$20.70
		$21.07		$21.33	$21.76	$22.14		$22.58
		$22.14		$22.41	$22.86	$23.26		$23.73
		$23.86		$24.16	$24.64	$25.07		$25.57
		$25.07	$25.20	$25.51	$26.02	$26.48		$27.01
▲MECHANIC, TRUCK/TRANSPORT	**8161**	$31.75		$32.15	$32.79	$33.37		$34.03
		$33.43		$33.85	$34.53	$35.13		$35.84
		$35.08	$35.25	$35.69	$36.41	$37.54	$38.04	$38.80
▲MECHANIC, TRUCK/TRANSPORT APPRENTICE	**8162**							
--First Year		$21.65		$21.92	$22.36	$22.75		$23.20
--Second Year		$23.98		$24.28	$24.77	$25.20		$25.71
--Third Year		$26.28		$26.61	$27.14	$27.61		$28.17
--After 3 Years		$28.67		$29.03	$29.61	$30.12		$30.73
--After 3 Years and 6 Months		$29.79	$29.94	$30.31	$30.92	$31.46		$32.09
MECHANIC, HELPER	**8163**							
--First 12 Months		$22.12		$22.40	$22.85	$23.25		$23.71
--Second 12 Months		$23.34		$23.63	$24.10	$24.52		$25.01
--Third 12 Months		$24.55		$24.86	$25.35	$25.80		$26.31
--Fourth 12 Months		$25.06		$25.37	$25.88	$26.33		$26.86
--After 4 Years		$25.91		$26.23	$26.75	$27.22		$27.77
--After 6 Years		$26.58	$26.72	$27.05	$27.59	$28.08		$28.64
MECHANIC, IMPROVER	**8164**							
--First Year Improver		$24.61		$24.92	$25.42	$25.87		$26.38
--Second Year Improver		$25.96		$26.28	$26.81	$27.28		$27.82
--Third Year Improver		$27.35		$27.70	$28.25	$28.74		$29.32
--Fourth Year Improver		$28.41	$28.55	$28.91	$29.49	$30.00		$30.60

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PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018	PP#23 2019	PP#3 2020	PP#3 2021	PP#3 2022 +50¢/hr▲	JULY 31, 2022 +50¢/hr▲	JAN 7, 2023
		2.7%	0.5%*	1.25%	2.0%	1.75%		2.0%
MECHANIC, TRUCK/TRANSPORT I/C (Top Mechanic-Truck/Transport rate + 10%)	**8165**	$38.58	$38.78	$39.26	$40.05	$41.30	$41.85	$42.68
▲MECHANIC, INDUSTRIAL	**8167**							
		$30.53		$30.91	$31.53	$32.08		$32.72
		$32.21		$32.61	$33.26	$33.85		$34.52
		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48
MECHANIC, INDUSTRIAL HELPER	**8168**							
--First 12 Months		$22.12		$22.40	$22.85	$23.25		$23.71
--Second 12 Months		$23.34		$23.63	$24.10	$24.52		$25.01
--Third 12 Months		$24.55		$24.86	$25.35	$25.80		$26.31
--Fourth 12 Months		$25.06		$25.37	$25.88	$26.33		$26.86
--After 4 Years		$25.91		$26.23	$26.75	$27.22		$27.77
--After 6 Years		$26.58	$26.72	$27.05	$27.59	$28.08		$28.64
BUS MAINTENANCE TRAINER	**8169**							
Top Operator Rate + 10%		$30.97	$31.12	$31.51	$32.14	$32.70		$33.36
After 3 Years-Top Operator Rate + 15%		$32.37	$32.54	$32.94	$33.60	$34.19		$34.87
Rate of pay to be the same as Acting Supervisor (8431)								
MECHANIC, TRUCK/TRANSPORT SPECIALIST (Top Mechanic-Truck/Transport + 5%)	**8201**	$36.83	$37.01	$37.48	$38.23	$39.42	$39.94	$40.74
PAINTER	**8251**							
		$30.53		$30.91	$31.53	$32.08		$32.72
Painters while working as Sign Painters		$32.21		$32.61	$33.26	$33.85		$34.52
will accumulate seniority in the classification		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48
as well as in the basic classification of Painter								
PAINTER, HELPER	**8253**							
--First 12 Months		$22.12		$22.40	$22.85	$23.25		$23.71
--Second 12 Months		$23.34		$23.63	$24.10	$24.52		$25.01
--Third 12 Months		$24.55		$24.86	$25.35	$25.80		$26.31
--Fourth 12 Months		$25.06		$25.37	$25.88	$26.33		$26.86
--After 4 Years		$25.91		$26.23	$26.75	$27.22		$27.77
--After 6 Years		$26.58	$26.72	$27.05	$27.59	$28.08		$28.64
PAINTER, I/C (Top Mechanic-Truck/Transport + 10%)	**8255**	$38.58	$38.78	$39.26	$40.05	$41.30	$41.85	$42.68
REPAIRER, BODY	**8281**							
		$30.53		$30.91	$31.53	$32.08		$32.72
		$32.21		$32.61	$33.26	$33.85		$34.52
		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48

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PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018	PP#23 2019	PP#3 2020	PP#3 2021	PP#3 2022 +50¢/hr▲	JULY 31, 2022 +50¢/hr▲	JAN 7, 2023
		2.7%	0.5%*	1.25%	2.0%	1.75%		2.0%
REPAIRER, BODY I/C (Top Mechanic-Truck/Transport rate + 10%)	**8285**	$38.58	$38.78	$39.26	$40.05	$41.30	$41.85	$42.68
TECHNICIAN, DIESEL BUS	**8310**	$34.72		$35.15	$35.85	$36.48		$37.21
		$36.56		$37.01	$37.75	$38.41		$39.18
		$38.37	$38.56	$39.05	$39.83	$41.02	$41.52	$42.35
TECHNICIAN, HEAT & AIR CONDITIONING	**8311**							
		$31.19		$31.58	$32.22	$32.78		$33.44
		$32.96		$33.37	$34.04	$34.63		$35.32
		$34.64	$34.81	$35.25	$35.95	$37.08	$37.58	$38.33
TIREMAN	**8321**	$29.47		$29.84	$30.43	$30.97		$31.58
		$31.11		$31.50	$32.13	$32.69		$33.35
		$32.72	$32.88	$33.29	$33.96	$34.55		$35.24
TIREMAN, IMPROVER	**8324**							
--First Year Improver		$24.61		$24.92	$25.42	$25.87		$26.38
--Second Year Improver		$25.96		$26.28	$26.81	$27.28		$27.82
--Third Year Improver		$27.35		$27.70	$28.25	$28.74		$29.32
--Fourth Year Improver		$28.41	$28.55	$28.91	$29.49	$30.00		$30.60
TIREMAN I/C (Top Tireman rate + 5%)	**8326**	$34.35	$34.52	$34.96	$35.65	$36.28		$37.00
UPHOLSTERER	**8331**	$29.47		$29.84	$30.43	$30.97		$31.58
		$31.11		$31.50	$32.13	$32.69		$33.35
		$32.72	$32.88	$33.29	$33.96	$34.55		$35.24
UPHOLSTERER, IMPROVER	**8334**							
--First Year Improver		$24.61		$24.92	$25.42	$25.87		$26.38
--Second Year Improver		$25.96		$26.28	$26.81	$27.28		$27.82
--Third Year Improver		$27.35		$27.70	$28.25	$28.74		$29.32
--Fourth Year Improver		$28.41	$28.55	$28.91	$29.49	$30.00		$30.60
SHELTER SERVICER	**8341**							
--First 12 Months		$17.67		$17.89	$18.25	$18.57		$18.94
--Second 12 Months		$19.32		$19.56	$19.95	$20.30		$20.70
--Third 12 Months		$21.07		$21.33	$21.76	$22.14		$22.58
--Fourth 12 Months		$22.14		$22.41	$22.86	$23.26		$23.73
--Fifth 12 Months		$23.86		$24.16	$24.64	$25.07		$25.57
--Thereafter		$25.07	$25.20	$25.51	$26.02	$26.48		$27.01
BUS SERVICER	**8351**							
--First 12 Months		$17.67		$17.89	$18.25	$18.57		$18.94
--Second 12 Months		$19.32		$19.56	$19.95	$20.30		$20.70
--Third 12 Months		$21.07		$21.33	$21.76	$22.14		$22.58
--Fourth 12 Months		$22.14		$22.41	$22.86	$23.26		$23.73
--Fifth 12 Months		$23.86		$24.16	$24.64	$25.07		$25.57
--Sixth 12 Months		$25.07		$25.38	$25.89	$26.34		$26.87
--Thereafter		$25.96	$26.09	$26.41	$26.94	$27.41		$27.96
BUS SERVICER I/C (Top Bus Servicer rate + 10%)	**8355**	$28.55	$28.70	$29.06	$29.64	$30.16		$30.76

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PLANT AND EQUIPMENT CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018	PP#23 2019	PP#3 2020	PP#3 2021	PP#3 2022 +50¢/hr▲	JULY 31, 2022 +50¢/hr▲	JAN 7, 2023
		2.7%	0.5%*	1.25%	2.0%	1.75%		2.0%
WELDER	**8361**	$29.47		$29.84	$30.43	$30.97		$31.58
		$31.11		$31.50	$32.13	$32.69		$33.35
		$32.72	$32.88	$33.29	$33.96	$34.55		$35.24
WELDER I/C (Top Welder rate + 5%)	**8365**	$34.35	$34.52	$34.96	$35.65	$36.28		$37.00
▲WELDER, INDUSTRIAL	**8366**							
		$30.53		$30.91	$31.53	$32.08		$32.72
		$32.21		$32.61	$33.26	$33.85		$34.52
		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48
▲WINDER, ARMATURE	**8371**							
		$30.53		$30.91	$31.53	$32.08		$32.72
		$32.21		$32.61	$33.26	$33.85		$34.52
		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48
VEHICLE COMMUNICATIONS TECHNICIAN	**8381**	$29.47		$29.84	$30.43	$30.97		$31.58
		$31.11		$31.50	$32.13	$32.69		$33.35
		$32.72	$32.88	$33.29	$33.96	$34.55		$35.24
▲WORKER, SHEET METAL	**8391**							
		$30.53		$30.91	$31.53	$32.08		$32.72
		$32.21		$32.61	$33.26	$33.85		$34.52
		$33.85	$34.02	$34.44	$35.13	$36.25	$36.75	$37.48

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STORES CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018 2.7%	PP#23 2019 0.5%*	PP#3 2020 1.25%	PP#3 2021 2.0%	PP#3 2022 1.75%	JAN 7, 2023 2.0%
STOREKEEPER 1	**8306**						
--First 6 Months		$20.61		$20.87	$21.28	$21.66	$22.09
--Second 6 Months		$21.74		$22.02	$22.46	$22.85	$23.31
--Third 6 Months		$22.89		$23.18	$23.64	$24.06	$24.54
--Fourth 6 Months		$23.79		$24.09	$24.57	$25.00	$25.50
--After 2 Years		$24.69		$25.00	$25.50	$25.95	$26.47
--After 3 Years		$25.42	$25.55	$25.87	$26.39	$26.85	$27.39
STOREKEEPER 2	**8307**	$24.69		$25.00	$25.50	$25.95	$26.47
		$25.42		$25.74	$26.26	$26.72	$27.25
		$26.02	$26.15	$26.48	$27.01	$27.48	$28.03
STOREKEEPER 3	**8308**	$25.42		$25.74	$26.26	$26.72	$27.25
		$26.02		$26.35	$26.88	$27.35	$27.89
		$27.24	$27.37	$27.71	$28.27	$28.76	$29.34
STOREKEEPER 4	**8309**	$26.02		$26.35	$26.88	$27.35	$27.89
		$27.24		$27.58	$28.13	$28.62	$29.19
		$29.47	$29.61	$29.99	$30.58	$31.12	$31.74

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TREASURY CLASSIFICATIONS
HOURLY RATES BY EFFECTIVE DATE

CLASSIFICATION	CLASS CODE	PP#7 2018	PP#23 2019	PP#3 2020	PP#3 2021	PP#3 2022 +50¢/hr▲	JULY 31, 2022 +50¢/hr▲	JAN 7, 2023
		2.7%	0.5%*	1.25%	2.0%	1.75%		2.0%
CLERK, DOWNTOWN SERVICE	**8521**							
--First 6 Months		$23.74		$24.04	$24.52	$24.95		$25.45
--Second 6 Months		$25.03		$25.34	$25.85	$26.30		$26.83
--Third 6 Months		$26.34		$26.67	$27.20	$27.67		$28.23
--Thereafter		$26.88	$27.02	$27.36	$27.90	$28.39		$28.96
▲TECHNICIAN, TREASURY	**8561**							
		$32.93		$33.34	$34.01	$34.60		$35.30
		$34.73		$35.16	$35.87	$36.50		$37.23
		$36.53	$36.71	$37.17	$37.92	$39.08	$39.58	$40.37

***Applies to the top level step of each bargaining unit classification**
NOTE: Actual rates are calculated to six decimal places. Rates shown are rounded for ease of reference