



**AMALGAMATED TRANSIT UNION**  
**LOCAL 1505**

**AND**

**CITY OF WINNIPEG**



**UNION PROPOSALS FOR AMENDMENTS TO THE COLLECTIVE AGREEMENT**

These proposals are made on a without prejudice basis as to the Union's interpretation of existing Collective Agreement language.

This document reflects proposed changes and agreed to items. Any Articles, Supplementary Agreements and Letters of Understanding not specifically referenced are to be incorporated into the new Collective Agreement without change.

All negotiated proposals are retroactive to January 12, 2019, unless otherwise negotiated.

**ERRORS AND OMISSIONS EXCEPTED**

**GREEN= Agreed**

**BLACK= Status Quo**

## SECTION 1 – GENERAL ARTICLES

### ARTICLE 1 – DURATION OF AGREEMENT

THIS AGREEMENT shall take effect and be binding upon the parties hereto from ***the twelfth (12<sup>th</sup>) day of January, 2019***, and shall continue in force until the ***seventh (7<sup>th</sup>) 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 (7<sup>th</sup>) day of January, 2023***, or any succeeding year.

### ARTICLE 2 – EMPLOYEE FILE

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

***(a) Any record of discipline shall not be relied upon by the employer after twenty four (24) months from the date of the occurrence provided 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) calendar days, the twenty four (24) month period will be extended for an additional period equal to the length of the absence. [2019]***

***(c) Notwithstanding the above, the record of confirmed instances of confirmed 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 their duties shall remain on file for five (5) years. [2019]***

### ARTICLE 3 – GENDER TERMINOLOGY

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

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

### 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 Employer will recognize them as such.***

***b) All communication to ATU Transit employees from Management mentioning the Union will be sent to, and approved by ATU officers prior to being posted.***

***\*It is agreed that the change of Sick Credit to Health Recovery does not change the intent of any article in this Collective Agreement where it should appear.***

## **ARTICLE 6 – SICK-PAY HEALTH RECOVERY PLAN**

### **6-1 Accumulation of Credits**

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

- a) Time while in receipt of Workers' Compensation benefits up to a maximum of twelve (12) months.
- b) Time while in receipt of Sick Pay benefits up to a maximum of sixty-five (65) working days.
- c) Time while on paid Leave of Absence.
- d) ***Prorated time while working and under the guidance of a medical practitioner during Graduated Return to Work program provided the employee is cooperating with the return to work plan.***
- 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 a half (7 ½) hours per day.***
- g) ***Spareboard Operators who have lost their guarantee and have worked two (2) hours and fifty-nine (59) minutes or less will be pro-rated paid Health Recovery Credits on hours worked per day.***

### **6-2 Deductions from Credits**

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

#### **6-4 Transit Sick-Benefit Health Recovery/Return to Work Committee**

A Transit Sick-Benefit **Health Recovery/Return to Work** Committee shall be set-up, 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 as required **a minimum of once a month, or otherwise agreed upon** to discuss issues related to the **Sick-Pay Health Recovery Plan and the Return to Work process**.

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

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

#### **6-6 Documentation and Rehabilitative Employment**

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

#### **NEW 6-10 Employee Wellness Program**

**All employees participating in an active return to work program who are in receipt of benefits from the Winnipeg Civic Employee Benefits Program (WCEBP) or Workers' Compensation may receive free access to the Winnipeg Transit Wellness Gym as part of their rehabilitation.**

**Employees wanting to participate must request and receive their pass through the Return to Work Coordinator or Human Resource division staff. Passes will be issued for a period of up to six months, are not transferable and remain the property of the City of Winnipeg. Once an employee is no longer in receipt of disability benefits or have returned to full duties, they must forfeit the pass. [2019]**

*\*Incorporate LOU G2*

**NEW 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**

*One (1) Week  
Six (6) Days  
Five (5) Days  
Four (4) Days  
Three (3) Days  
Two (2) Days  
One (1) Day*

**DAYS DEDUCTED**

*Five (5) Days  
Five (5) Days  
Five (5) Days  
Four (4) Days  
Three (3) Days  
Two (2) Days  
One (1) Day*

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

**ARTICLE 7 – SUPPLEMENTAL HEALTH PLANS**

**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~~ **eight hundred** dollars (**\$1,800.00**) in each calendar year; one hundred percent (100%) (up to the fee guide amount) for orthodontic services to a lifetime maximum of two thousand 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~~ **four** hundred and ~~fifty~~ dollars (**\$400.00**) per eligible person in a twenty-four (24) month period.

For part time employees/dependent(s) – ~~one~~ **two** hundred and ~~seventy-five~~ dollars (**\$200.00**) per eligible person in a twenty-four (24) month period.

The Vision Care Plan includes prescription **and PPE** sunglasses.

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

## **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 20<sup>th</sup> 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 (4<sup>th</sup>) 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 (5<sup>th</sup>) week of vacation in that year and yearly thereafter. Each employee who will complete twenty-one (21) years of service in the year in which vacation is to be taken shall be entitled to a sixth (6<sup>th</sup>) week of vacation in that year and yearly thereafter.

### ***NEW (ATU Counter pending)***

**8-11** ***One week prior to the start of the annual vacation signup in Operations, employees will be permitted to hold back one week of vacation for the purpose of single day use in the same vacation year. Availability of spots per day will be based on people power requirements, but no day shall have less than (8) eight available spots. Notice for the use of single day vacation must be given to the Timekeeper's office no less than fourteen (14) calendar days prior to it being used and will be granted the requested day(s) off.***

### ***NEW***

#### ***ARTICLE 8-xx LTD Vacation***

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

## **ARTICLE 9 – HOLIDAYS TO BE OBSERVED**

9-1 The following days will be observed holidays: New Year's Day – Louis Riel Day (or so designated by any other name) - Good Friday – Easter Monday – Victoria Day – Canada Day – Terry Fox Day – Labour Day – Remembrance Day – Thanksgiving Day – Christmas Day and Boxing Day. Any additional holiday proclaimed by the City of Winnipeg, Province of Manitoba or the Government of Canada. The Easter Monday holiday will be observed on Easter Sunday for the Operations Division only. **Canada Day will be observed on July 1, for all employees except when July 1 falls on a Sunday, it will be observed on July 2, as defined in the Holidays Act by the Government of Canada. [2019]**

### **NEW Incorporate LOU O9**

9-10 **Bus Operators who work observed holidays will be provided the opportunity to bank the stat day to provide a day off to a maximum of five (5) days. Notice for the use of banked time must be given to the Timekeeper's office no less than fourteen (14) calendar days prior to it being used and will be granted the requested day(s) off. All unused or unbooked banked time will be cashed out the first pay period after December 1<sup>st</sup> of that current year.**

### **NEW Christmas Eve Pay**

9-11 **Employees who work on Christmas Eve that have work that finishes after 19:00 will be entitled to a compensation premium equal to an hour and a half (1 ½) of their regular rate of pay at straight time. This only applies to employees actually working Christmas Eve.**

**This clause will be effective as of Christmas Eve, December 24<sup>th</sup>, 2020**

## **ARTICLE 10 – SENIORITY**

### **New \*remaining articles to be re-numbered**

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

### **NEW**

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

## ARTICLE 11 – PROMOTION

### **11-3 Incorporate LOU G9 New last paragraph**

***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.***

## ARTICLE 14 – NOTICE OF RESIGNATION AND REFERENCES

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

## ARTICLE 17 – GRIEVANCES

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

### **Step 1**

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

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

### **Step 2**

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

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

### **Step 3**

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

### **Step 4**

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

### **4-1 Grievance Mediation**

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

- a) *The request must be made prior to the expiration of the time limits in Article 17- Step 3.*
- b) *The Parties must mutually agree on the choice of a mediator.*
- c) *The parties agree to waive, extend or suspend all time provisions contained in the grievance procedure in the Collective Agreement, with respect to the last step referring to arbitration.*
- d) *Any discussions or recommendations by the parties are without prejudice and without precedent to any further proceedings and the mediator is not a compellable witness.*
- e) *Unless previously agreed upon in writing by the Union and the Employer, the Mediator will not make written recommendations and does not have the jurisdiction to bind the Union and Employer to any recommendations.*
- f) *The parties understand the mediation meetings are not hearings and therefore are not formal.*
- g) *The Grievor will be advised by the Union of the date and place of this grievance mediation, and will be invited to attend.*
- h) *Each party shall pay one-half of the fees and expenses of the Mediator if there is a cost associated.*
- i) *Either party shall be able to cancel mediations prior to booking in circumstances that may exceed expected timelines. [2019]*

#### Step 4-2

- a) *In the event the grievance is referred to mediation under Step 4-1 with thirty (30) working days from the date either party concludes the mediation process in writing, the Union may refer the grievance to arbitration. [2019]*
- b) *In the event the grievance is not referred to mediation the Union may refer the grievance to arbitration with thirty (30) working days from the date of decision of the Director of Transit. [2019]*

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

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

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

#### **17-6 Arbitration**

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

### **ARTICLE 18 – LEAVE OF ABSENCE**

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

a. A permanent employee, who has at least ~~five~~ *eighteen (18) months* years of service with the Employer, may request unpaid personal leave of absence for *compassionate* or exceptional circumstances of up to thirty (30) calendar days when approved by the Director or their designate. The employee shall make a written application to the Employer with a copy to the Union. The leave of absence is at the sole discretion of the Employer.

b. An employee on approved for a leave of absence will be responsible to meet with Compensation and Benefits in advance to arrange post-dated cheques to cover both portions of the pension and benefits during their absence. Failure to do so will result in the ~~cancellation~~ *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. If any employee on a leave of absence is engaged in gainful employment without prior written permission from both the Employer and the Union, the employee shall forfeit his or her seniority and the employee's name will be stricken from the seniority list. The individual will no longer be considered to be an employee of the City.~~ [2019]

e. ~~Employees on leave of absence without pay will be required to pay minimum dues to the Union.~~

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

#### 18-8 Maternity Leave

##### PLAN A

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

##### PLAN B

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

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

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

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

## 18-8 Parental Leave

a) The City will grant **an unpaid** leave of absence not to exceed ~~fifty-two (52)~~ **sixty-three (63)** continuous weeks to any employee who has completed ~~twelve (12)~~ **seven (7)** months of service with the City for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to their Department Head for Parental Leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take Maternity Leave in which case the employee shall submit their application for Parental Leave at the same time as their application for Maternity Leave. **[2019]**

## 18-9 ~~Illness of Family Members~~ Family Responsibility Leave

### d) Leave for Part Day

If an employee takes any part of a day, **only the time away from work will be deducted from the remaining Family Responsibility Leave time ~~it will be counted as a day of leave.~~**

NEW

## 18-13 Military Service Leave

**Any permanent full-time employee covered by this Agreement who, during a state of national emergency as proclaimed by the Government of Canada, and is a member of the Canadian Armed Forces shall be entitled to such leave of absence in accordance with the City of Winnipeg Administrative Directive on Military Leave.**

**Such permanent full-time employee shall, during the time spent away with the Canadian Armed Forces, retain their seniority.**

NEW

## 18-14 Personal Days

**Each employee that has provided three (3) months of continued service without use of Health Recovery Credits (Sick Days) will be granted the use of one personal day to a maximum of four (4) days. Payment of this time does not come out of accumulated Health Recovery Credits. Use of personal days is at the sole discretion of the employee provided there is no less than seven (7) calendar days prior to the request.**

## 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 Union office. Accuracy of dates is of the utmost importance and changes of status issues need to be addressed without delay.*
- 23-2 *Workplace Safety & Health committee co-chairs will be made aware of all notice of injury reports with respect to the committee they are on. All serious incidents as identified by the Manitoba Workplace Safety and Health Act and Regulations, will be investigated by the respective co-chairs and/or designate.*
- 23-3 *The ATU Office will be provided with copies of written operator incident reports related to violence.*
- 23-4 *Management Court Advocate will communicate to the ATU office known court dates of all incidents where an ATU member is required to attend court by the way of subpoena as a result of their employment.*
- 23-5 *Assault Review Committee ( A.R.C.)*

*The Assault Review Committee will review all assaults involving all Winnipeg Transit ATU employees. The committee will consist of 3 members:*

- 1. Independent Law Enforcement contractor (retired WPS or RCMP) as the chairperson*
- 2. One Amalgamated Transit Union representative*
- 3. One Winnipeg Transit Operations Division Representative*

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

## Article 32 - Job Classification and Re Classification

*The employer shall prepare a new job description when the duties of any job are changed or increased substantially, or where a new job is created or established. The employer will determine the specific duties and responsibilities of jobs and minimum qualifications deemed necessary to perform the same. When such occurs, the rate shall be determined using the Employers Compensation and Classification Job Evaluation process. Failure of the Union to agree will result in the manner being refer to arbitration in accordance with the provisions of this collective agreement. The final rate and conditions will be retroactive to the date of the job evaluation. [2019]*

## SECTION 2 – BUS OPERATOR ARTICLES

### ARTICLE 1 HOURS OF WORK

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

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

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]**

### ARTICLE 2 – OVERTIME PAY

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:

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

### ARTICLE 3 – SENIORITY AND SIGN UP

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

**NEW 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 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.**

## ARTICLE 4 – PROMOTION

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

## ARTICLE 5 – INSTRUCTION

**5-5** *All in house training for bus operators must conform as close as possible to their regular signed work shift unless mutually agreed upon by the parties.*

## ARTICLE 6 – UNIFORMS

**6-1** a) Uniform Point System:

*Incorporate LOU signed Jan 8, 2016 by A. Chaudhary and G. Ewankiw.*

ITEM	POINTS	MAXIMUM ANNUAL ISSUE
Winter Parka	150	1 every 2 years
Rain Jacket	100	1 every 2 years
Fleece Sweater or Fleece Vest	75	1 per year
Long Sleeve Blue Uniform Shirt	20	5 per year
Dress Style Blue Shirt, Short Sleeve	20	6 per year
Pants or Shorts (per pair)	40	4 per year
Summer Cap	10	2 per year
Toque	10	1 per year

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

**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 1<sup>st</sup> 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.

## **ARTICLE 7 – CREW SPECIFICATIONS**

### **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 **maximum** number of **five (5)** earliest finishing night crews will be transferred to the day sheets.

### **NEW**

**7-8 *To ensure safe and reliable service, all operating times must be based on a maximum average traveling speed of 18 KPH.***

**7-9 *Every operator will be provided a mandatory minimum recovery time of (5) minutes at their terminal.***

**7-10 *In development of crew specifications the employer will make every attempt to ensure interlining of routes will cause the least disruption to the continuity of service by interlining routes with a common terminal or shared routing.***

**7-11 *When an employee reports to the employer that they are operating late in service on a consistent basis, the operator will notify control center which will generate an Intraview report number. Every effort will be made by the employer to immediately remedy the scheduling deficiency once identified. A permanent resolve to this identified issue will be implemented for the next scheduling change.***

## **ARTICLE 8 – SPECIAL PAYMENTS**

### **8-1 Payment in Lieu of Rest Breaks**

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

### **NEW**

**h) *Employees that are on benefits/off payroll at the time rest break payment is scheduled to occur will receive payment from the city for this, on a prorated basis, where this payment is not factored into other wage replacement benefits being received.***

## **8-12 Special Payments**

Effective Pay Period **#03, 2020**, 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.

Effective Pay Period **#03, 2021**, the shift premium will increase to **one dollar (\$1.00)** per hour.

## **ARTICLE 9 – MISCELLANEOUS**

### **9-2 Front Area of Buses**

A line of contrasting colour shall be placed on the floor ceiling of all buses at or near the rear stanchion behind the driver's compartment. ~~And the stanchions at the rear of the inner corner of the front step well extend downward at the rear most corner of the operators compartment to the floor.~~ ***It is the operator's responsibility to encourage passenger move towards 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 Center. If the passenger complies with your request, carry on in service.***

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

The following signs shall be placed on 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.

**NEW**

### **9-10 Relief Points**

***All crews must receive relief in accordance with Article 7-1 b) subsections i) through iii) and only at the relief points. In addition and with the operator's health & 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.***

NEW

9-11 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". The Union has submitted a sample of the decal and size, which is attached to this counter offer. Should the decal change in time, it must first be approved by the Director of Transit who will identify the location on the outside of the bus before being applied to any bus.*

SECTION 3 – PLANT AND EQUIPMENT ARTICLES

ARTICLE 1 – HOURS OF WORK AND OVERTIME PAY

ARTICLE 1 – HOURS OF WORK AND OVERTIME PAY

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

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

**Incorporate LOU P1**

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. **Storekeepers will be provided with a thirty-five (35) minute lunch period.**

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

**New**

1-14 **Employees working overtime will be permitted to choose between banking overtime or pay for overtime in accordance with the articles above. The employee will advise the employer which option they are choosing prior to accepting overtime for that day. Banked overtime will be capped at (37.5) thirty seven and a half hours.**

**\*Remaining articles to be renumbered**

ARTICLE 2 – NIGHT AND AFTERNOON AND WEEKEND SHIFT PREMIUMS

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.

**Effective on the date of ratification the shift premium will increase to one dollar and fifty cents (\$1.50) per hour.**

**Effective Pay Period #3, 2020 the shift premium will increase to one dollar and seventy five cents (\$1.75) per hour.**

**2-2 Weekend shifts will receive a shift premium equivalent to (1/2) half an hour pay at straight time per shift on a pro-rated basis.**

#### **ARTICLE 4 – CLOTHING**

4-2 The City will make available protective garments for the use of employees doing work of such nature as to require the use of these garments. These garments will remain in the area where the work is performed for the use of any employee required to do such work. Permanent employees required to wear safety footwear will be provided with ~~one hundred three dollars (\$103.00) in 2011 increasing to~~ one hundred and ten dollars (\$110.00) per year **commencing in 2012 increasing to one hundred and twenty five (\$125.00) in 2020** towards the purchase of appropriate shoes/boots. If for any reason a permanent employee does not work the full twelve (12) months, payment will be prorated in accordance with the time worked during that year, to the nearest monthly period. Time while in receipt of sick pay benefits up to a maximum of sixty-five (65) working days shall be considered time worked. **[2019]**

All other employees required to wear safety footwear will be provided with ~~one hundred and three dollars (\$103.00) in 2011 increasing to~~ one hundred and ten (\$110.00) per year **commencing in 2012 increasing to one hundred and twenty five (\$125.00) in 2020** towards the purchase of appropriate shoes/boots provided they have worked at least nine (9) months the previous year. Payment will be made by January 30th each year. **[2019]**

Payment will be made by January 30<sup>th</sup> each year.

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

#### **ARTICLE 5 – TOOL ALLOWANCE**

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

**All tool allowances to be increased by 5% effective on PP#3 2020.**

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

~~2015 - \$473.00~~

2017 - \$520.30

Truck/Transport Mechanic, Truck/Transport Mechanic Apprentice **Truck/Transport Mechanic Specialist**, Bus Electronic Technician, Diesel ~~Coach~~ **Bus** Technician, ~~Dynamometer Operator~~. [2019]

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

~~2015 - \$374.00~~

2017 - \$411.40

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

~~2015 - \$302.50~~

2017 - \$332.75

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

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

~~2015 - \$258.50~~

2017 - \$284.35

**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:

~~2015 - \$214.50~~

2017 - \$235.95

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

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

~~2015 - \$110.00~~

2017 - \$121.00

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

## ARTICLE 8 – APPRENTICES

8-2 The employment of Apprentices shall be subject to the rules relating to the trade under the Apprenticeship Act of Manitoba. ~~Apprentices to trades not designated under the Apprenticeship Act shall be subject to the accepted practices now in force. This applies to Welders, and Any other Apprentices who may be employed in a trade not designated under the Apprenticeship Act, this would be subject to agreement of both parties. to this Agreement. The City agrees during the period of this Agreement to employ not more than three (3) Machinist's Apprentices and one (1) Welder's Apprentice. [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*. ~~two (2) years after their original hire date as an Apprentice. Seniority will be based on bargaining unit seniority, however, the Journeyman 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 Journeyman Tradesperson seniority date will be adjusted by the equivalent number of days that the apprentice takes to achieve Journeyman Tradesperson status. [2019]~~

8-5 The Apprenticeship Training Program will consider credits earned by a new employee through indentureship with another employer prior to his/her employment with the City of Winnipeg Transit System. Ultimate "A" Mechanic seniority, however, Seniority will relate directly to his/her apprentice or journeyman service date with the City of Winnipeg Transit System so that he/she will not gain advantage over other employees who may have started the Apprenticeship Program at an earlier date but who did not have previous credits. ~~Apprentices failing to pass the level 4 exam or who delay writing the exam may be bypassed for the next available and qualified apprentice. Those bypassed would also lose seniority over the apprentice bypassing them. This would not include delays to exam writing beyond their control and the department will make every effort to avoid unnecessarily delaying the ability for an apprentice to write an exam. [2019]~~

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

## ARTICLE 9 INTERPROVINCIALY CERTIFIED JOURNEYMAN TRUCK AND TRANSPORT MECHANIC RERUITMENT

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

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 (2) two years, but not less than (6) six 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]

## SPECIAL ADJUSTMENTS

### Special Wage/Trade Adjustment

*(WT1) Prior to any general wage increase all trades classifications will be adjusted comparatively with WFPS classification.*

*(WT2) Bring Welder I/C in line with other trade I/C rates.*

*(WT3) We will have discussions to amend apprentice language to reflect all trades.*

*(WT4) Rename bus operator classification (a)8421 to Professional Transportation Ambassador or Mobile Customer Service Specialist.*

*(WT5) Enter in to discussions about CPBO (Certified Professional Bus Operator) Standard.*

*(WT6) Enter into discussion on the evolution of the Truck/Transport classification. (alternative propulsion) (COW to provide LOU)*

### Miscellaneous

*(M1) The union wishes to enter into discussions for increases to extended care coverage (eg: chiropractor, physio, massage, prescription, etc.) as well as including specialty coverage (eg: C-PAP, etc.). In addition, a coverage category for couples only, with premiums between single and family.*

*(M2) The Union would like to discuss the implementation of a health spending account.*

*(M3) Delete Sunday crew expansion trial upon the first change after ratification.*

*(M4) The Union wishes to enter into discussion regarding trades and switches and reserves the right to bring forward a proposal.*

*(M5) The Union would like to discuss the hiring of a Director of Transit with purpose and vision for the future.*

*(M6) The Union wishes to discuss implementation of a complaint fee and an improved reporting system for all Transit service complaints.*

### Letters of Understanding

#### General

*G1 - Amend and Renew*

*G2 - Incorporate into CBA Section 1 Article 6*

*G3 - Renew*

*G4 - Amend Dates and Renew*

*G5 - Amend and Incorporate into CBA, Section 1 Article 27*

*G6 - Delete*

**G7 - Delete**

**G8 - Amend and Renew**

**G9 - Incorporate into CBA, Section 1 Article 11-3**

**G10 - Amend and Renew**

**G11 - Delete**

**Operations**

**O1 - Amend and Renew**

**O2 - Renew**

**O3 - Amend and Renew**

**O4 - Delete**

**O5 - Renew**

**O6 - Renew**

**O7 - Renew**

**O8 - Delete**

**O9 - Incorporate into CBA, New Section 1 Article 9-10.**

*\*renumber remaining articles to reflect change*

**O10 - Delete**

**Plant & Equipment**

**P1 - Incorporate into CBA Section 3 Article 1-9**

**P2 - Renew**

**P3 - Amend and Incorporate for all trade classifications into CBA**

**P4 - Renew**

**P5 - Delete**

**P#- Renew (Apprentices)**

**P#- NEW Mechanic Helpers Apprenticeship.**

## LETTER OF UNDERSTANDING

## BETWEEN

## THE CITY OF WINNIPEG AND

## AMALGAMATED TRANSIT UNION, LOCAL 1505

## RE: WAGE RATES FOR TEMPORARY RETURN TO WORK ASSIGNMENTS

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

1. Employees requiring placement in temporary alternate duties under the duty to accommodate must be medically cleared to return to work by the Employee Benefits Program (EBP) or the Workers Compensation Program (WCB) or the Occupational Health Branch (OHB).
2. The range of work assignments are summarized in the RTW Admin and General Helper job description position.
3. The work assignments shall be determined through a case management process involving representatives from EBP/WCB/OHB, Operations, Human Resources, and ATU.

Therefore the parties agree that the rate of pay for the job duties included in the RTW Admin and General Helper job description shall be ***at the equivalent step of the wage scale for the position in which they are placed, but will not be less than their regular hourly rate.*** The rate shall be effective the date of signing of this Letter of Understanding and subject to the negotiated changes for the Maintenance Worker wage rate.

Agreed this Date:

---

For the Negotiating Committee of the City of Winnipeg

---

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

---

*The parties recognize the need for a Passenger Education Campaign, to be advertised within busses, on Transit property, through television ads and through all active social media platforms.*

*The passenger education campaign will consist of safety practices such as, but not limited to:*

- *Bus blind spots.*
- *Safe boarding and alighting practices.*
- *Third bus rule.*
- *Proper use of varied technologies for rear door operation.*
- *Having fare ready prior to boarding.*
- *Arriving at stop five minutes prior to schedule running times.*
- *Not impeding the boarding and alighting of other passengers.*
- *Priority seating.*
- *Service Animals.*
- *Fare Policy and Fare Structure.*
- *Right hand turns from second lane in front of a bus.*
- *Yellow Safety line.*
- *Passenger Etiquette.*

*Any other issues identified that negatively impact the quality of service can be used. Specific wording, signage, approval processes and authorizations will be jointly reviewed by Winnipeg Transit and the Amalgamated Transit Union with final approval with the discretion of the employer.*

Agreed this Date:

---

For the Negotiating Committee of the City of Winnipeg

---

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF WINNIPEG AND  
AMALGAMATED TRANSIT UNION, LOCAL 1505  
RE: 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, a joint committee of ATU Local 1505 and Transit Management will be struck with a mandate to review and report back to the Director of Transit, any identified opportunities for consideration. This may include the review of existing contracted services for the purpose of exploring the feasibility of bringing these services in-house.*

*If the joint 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 for his consideration. It is recognized that any final decision to bring a contracted service in-house will be subject to obtaining all necessary approvals including any budgetary approvals from the Transit department and/or City Council.*

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

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

*Agreed this Date:*

---

*For the Negotiating Committee of the City of Winnipeg*

---

*For the Negotiating Committee of Amalgamated Transit Union, Local 1505*

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF WINNIPEG AND  
AMALGAMATED TRANSIT UNION, LOCAL 1505  
RE: PEER SUPPORT NETWORK (CISM)

---

*The parties agree there's a need for a Peer Support Program for the life of this agreement, involving a peer support network within the City's workplace.*

*The purpose of the peer support network will be to ensure that employees have trained peers available to them to discuss issues of concern at the workplace.*

*New members of the Peer Support Network will be provided training that will include but will not be limited to, modules on conflict resolution, EAP counselling, anti-harassment and discrimination, CSA Mental Health training.*

*The Employer agrees to maintain a sufficient number of members to respond to peer support requirements.*

*Employees will be selected for this process jointly by Union and management representatives.*

*The Employer will provide an on-site certified mental health professional(s) as part of a mental health support system. This professional will be available during regular hours of operation and on call outside of regular operating hours. In addition to this service the following supports will be available.*

- (a) Mandatory Relief for Traumatic Events.*
- (b) Mandatory Critical Incident Stress Management Intervention (CISM)*
  - (i) Individual*
  - (ii) Group*
- (c) Incorporating into the Workplace the CSA Psychological Health & Safety Standard.*

*Agreed this Date:*

---

*For the Negotiating Committee of the City of Winnipeg*

---

*For the Negotiating Committee of Amalgamated Transit Union, Local 1505*

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF WINNIPEG AND**

**AMALGAMATED TRANSIT UNION, LOCAL 1505**

**RE: SCHEDULE COMMITTEE**

---

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

**Two (2) or more separate meetings will be held on separate days to discuss operating schedules and crew assignments prior to their preparation with a view to make improvements for the following Schedule Change. A final meeting will be called to review and discuss the completed crew assignments prior to their typing and posting. The time of the crew assignment review meeting will be determined as the crew assignments for that change near completion. All committee members will be provided the opportunity to familiarize themselves with the "HASTAS" System or any future programs used to determine scheduling.**

Agreed this Date:

---

For the Negotiating Committee of the City of Winnipeg

---

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF WINNIPEG AND**

**AMALGAMATED TRANSIT UNION, LOCAL 1505**

**RE: SPAREBOARD GUARANTEE**

---

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

Effective the first Schedule Change after ratification and approval of the Agreement by the City and the Union, Spare Operators will be credited with full time while on report at ~~will be paid at one half (1/2)~~ their applicable hourly rate. In addition, Spare Operators will be paid overtime after eight (8) hours of work at the rate of time and one half (1.5x).

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

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

It was also agreed that Spare Operators would not be penalized (lose guarantee) if they turn down work of more than ten (10) hours in duration **or total spread times in excess of those listed for the relevant day of the week as listed in Section 2 Article 7**. 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:

---

For the Negotiating Committee of the City of Winnipeg

---

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

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

---

*In an effort to provide the employees of Winnipeg Transit with the effective tools to ensure that each employee can return home at the end of every shift with the minimum risk of danger the employer will engage in an ongoing employee education program to achieve this outcome.*

*The initial training will consist of but not be limited to the following:*

- (2) Two Day Main Street Projects training program*
- (2) Two Day Indigenous Awareness training program*
- CSA Psychological Health & Safety Training*
- Remedial Training every (2) two years*
- Tactical Communication Training (Verbal De-escalation)*

*All training programs listed will be completed during the term of the collective agreement with future initiatives structured on an ongoing basis for all employees.*

*Agreed this Date:*

---

*For the Negotiating Committee of the City of Winnipeg*

---

*For the Negotiating Committee of Amalgamated Transit Union, Local 1505*

**LETTER OF UNDERSTANDING****BETWEEN:****THE CITY OF WINNIPEG****AND****THE AMALGAMATED TRANSIT UNION****(RE:) WORK SHIFT FLEXIBILITY PROGRAM**

---

*The parties agree that it is beneficial to the productivity of the department when an employee is able to create a positive work/life balance. It has been demonstrated that this improves employee performance and the level of customer service, reduces absenteeism, and increases the general productivity of the employee/employer relationships. Therefore the parties agree to establish the Work Shift Flexibility Program as follows, to outline the process for the covering of the employees work shift.*

*Operators on reduced hours (ex. Gradual return to work programs) cannot participate in switches or trades until they return to full-time hours. Operators must ensure they have all the necessary training to complete the trade or switch. (Ex. For dart training, articulated bus or electric bus assignments.) All Shift Switches and Reciprocal Trades that are conducted will be at the working operators own rate of pay.*

**Shift Switches**

*A shift switch is when two employees reach an agreement on working each other's shift on the same day. The following will regulate this process:*

- 1. Notice of the switch must be given to the timekeepers office at least two (2) days prior to the switch occurring on an approved form as outlined below:*
  - a. When the switch is to occur as a result of work booked on the day ahead sheets. Whether an assigned crew, part shift or report, notice must be given no later than 13:00 the day before.*
  - b. If a work assignment is switched, each operator will be paid the value of the work they completed that day.*
  - c. If report assignments are switched each operator assumes the seniority and pay for all work on that day.*
  - d. No crew assignment can be switched with a report time or vice versa.*
  - e. If an employee agrees to complete a shift switch and fails to show up and receives a "miss", the employee receiving the miss will lose the shift, be subject to performance management and not entitled to shift trades or switches until the reciprocation is completed.*

2. *When a switch for regularly signed work occurs each employee will be paid for the hours they worked the day of the switch.*
3. *All overtime worked during a switched shift will be paid directly to the employee working said overtime (as if it were their regular work day).*

### **Reciprocal Trades**

*A Reciprocal Trade (Recip) is when two employees trade shift that aren't worked on the same day. The following will regulate this process:*

1. *Notice for all Recip's must be provided to the Timekeeper's office on the appropriate form for approval no less than two (2) days before the first shift is to be worked or otherwise approved by supervisor.*
2. *All Recip's must be completed within eighteen (18) months of the first work shift being performed.*
3. *The Employer is not responsible for any issues that may occur between employees during a Recip.*
4. *Each employee will be paid for the crew they worked on the day it was performed regardless of the duration of the Recip.*
5. *All overtime worked during a Recip will be paid directly to the employee working said overtime (as if it were their regular work day).*

### **Operator Shift Coverage**

*Operator Shift Coverage is when one employee will cover the shift of another employee. The following will regulate this process:*

1. *Notice for all Operator Shift Coverage must be provided to the Timekeeper's office no less than two (2) days before the shift is to be performed.*
2. *The employee originally scheduled to work the shift acknowledges the loss in pay equal to the shift value.*
3. *The employee working the Operator Shift Coverage acknowledges they will only be paid at the regular rates of pay associated for this work performed.*
4. *All overtime worked beyond the Operator Shift Coverage will be paid directly to the employee working said overtime (as if it were their regular work day).*

*The employer is not responsible for any issue that may occur between employees during an Operator Shift Coverage.*

Agreed this Date:

---

For the Negotiating Committee of the City of Winnipeg

---

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF WINNIPEG AND**

**AMALGAMATED TRANSIT UNION, LOCAL 1505**

**APPRENTICES**

---

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

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

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

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

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

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

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

***Agreed this Date:***

---

***For the Negotiating Committee of the City of Winnipeg***

---

***For the Negotiating Committee of Amalgamated Transit Union, Local 1505***