

FINAL OFFER OF SETTLEMENT
August 2, 2019
THE CITY OF WINNIPEG
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 1505

ERRORS AND OMISSIONS EXCEPTED

1. General

- A. This final offer of settlement is made by the City of Winnipeg on a without prejudice basis. As is general practice in collective bargaining, this offer shall be conditional upon obtaining a negotiated agreement without a work disruption. If a work disruption should occur, all of the language in this offer may be considered null and void and the City of Winnipeg reserves the right to change, amend, add or withdraw any of its proposals.
- B. **All the items below that have been withdrawn or signed off by the Employer are contingent on achieving a negotiated settlement. If a negotiated settlement cannot be achieved, the items which have been withdrawn may be reinstated and the items which have been signed may be declared null and void.**
- C. All amendments to the Agreement will take effect upon ratification by both parties unless otherwise specifically stated.
- D. All provisions of the Collective Agreement remain status quo except as specifically stated.
- E. All provisions of the Collective Agreement that require amendment to reflect changes in the term of the Agreement, salary adjustments and re-numbering of articles shall be made without change to the underlying intent or meaning of those provisions.
- F. The date of ratification will be the date on which the City of Winnipeg ratifies the tentative agreement.
- G. All letters of understanding, memorandums of understanding, or ancillary documents perceived to be in existence at the time of bargaining that have not been brought forward by the parties during this round of bargaining will be considered redundant and non-existent.
- H. Unless specifically noted as such, nothing in the collective agreement is retroactive. With respect to Articles and LOU's previously agreed to by the parties, the signing date will be inserted into the collective agreement prior to its finalization. In addition, any required renumbering of collective agreement Articles arising because of amendments will be done prior to the final copy of the agreement. The City will ensure that the Collective Agreement is made available electronically.

2. Term of Agreement

January 13, 2019 — March 31, 2023 (50 months)

3. General Wage Increase

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

- A. Effective Pay period #3 2020 – Increase all bi-weekly/hourly rates in effect by two percent (2.00%)
- B. Effective Pay period #3 2021 – Increase all bi-weekly/hourly rates in effect by two percent (2.00%)
- C. Effective Pay period #3 2022 – Increase all bi-weekly/hourly rates in effect by two percent (2.00%)
- D. Effective March 31, 2023 – Increase all bi-weekly/hourly rates in effect by two percent (2.00%)

4. Amendments to the Collective Agreement — Appendix A

SECTION 1 – GENERAL ARTICLES

- ARTICLE 1 – DURATION OF AGREEMENT
- ARTICLE 6 – HEALTH RECOVERY LEAVE PLAN
- ARTICLE 9 – HOLIDAYS TO BE OBSERVED
- ARTICLE 10 – SENIORITY
- ARTICLE 18 – LEAVE OF ABSENCE
- ARTICLE 27 – RESPECTFUL WORKPLACE

SECTION 2 – BUS OPERATOR ARTICLES

- ARTICLE 1 – HOURS OF WORK
- ARTICLE 3 – SENIORITY AND SIGN UP
- ARTICLE 6 – UNIFORMS

5. Letters of Understanding

Renew:

- LOU – G9 - PROMOTIONS
- LOU – O2 - CHARTER BUS SERVICE
- LOU – P3 - TRUCK/TRANSPORT MECHANICS
- LOU – P6- APPRENTICESHIP PROGRAM

Delete:

LOU – G2 – METHOD OF CALCULATING DEBITS FROM CREDITS ACCUMULATED IN SICKNESS AND ACCIDENT SEVERANCE PLAN
LOU – G5 – RESPECTFUL WORKPLACE
LOU – G8 – WAGE RATES DTA
LOU – G10 – PASSENGER CODE OF CONDUCT
LOU – O6 – UNIFORMS
LOU – O7 – SECURITY
LOU – O9 – BANKED OT FOR BUS OPERATIONS
LOU – P1 – STOREKEEPER LUNCH

Revise:

LOU – G1 – BUS EQUIPMENT
LOU – O1 – SCHEDULE COMMITTEE
LOU – O3 – SPAREBOARD GUARANTEE

Add:

LOU – GX – ART 7 HEALTH CARE BENEFITS REVIEW
LOU – GX – CONTRACTING OUT OF WORK
LOU – OX – PASSENGER EDUCATION CAMPAIGN
LOU – OX – CISM

6. LIST OF ALL ARTICLES & LETTERS OF UNDERSTANDING PREVIOUSLY AGREED TO BY THE PARTIES

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

Article 6-11 – Accident Severance Plan – Debits Credits from Sick Leave – Signed off January 11, 2019
Article 3 – Gender Terminology – Signed off January 11, 2019
Article 17 – Grievance Procedure – Signed off February 21, 2019
Article (NEW) – Job Classification and Reclassification – Signed off March 4, 2019
Article 2 – Personnel Files – Signed off March 4, 2019
Article 9-11 – Union Decals on bus – Signed off March 13, 2019
Article 3-10 – Dispatch Sign-up – Signed off March 13, 2019
Article 1-4 (Sec 2) – Spare Operator Sign-up – Signed off March 18, 2019
Article 5-1(a) – List of Shop Stewards – Signed off March 18, 2019
Article 6-4 – Health Recovery/Return to Work Committee - Signed off March 18, 2019
Article 14-2 – Confirmation of Employment – Signed off March 18, 2019
Article 1 (Sec 3) – Removal - Farebox Handlers language – Signed off March 18, 2019
Article 4 (Sec 2) – Promotion change from 3-2 years – Signed off March 18, 2019
Article 18-8 – Maternity Leave Legislation Updates – Signed off March 18, 2019

LOU – Mechanic Helpers to Apprenticeship – Signed off March 18, 2019
 Article 9-2 (Sec 2) – Front Area of Buses – Signed off March 18, 2019
 Article 23 (NEW) – Assault, Injury and Workplace Violence – Signed off March 18, 2019
 Article 18-1 – Leaves of Absence – Signed off March 18, 2019
 Article 8 (Sec 3) – Apprentices – Signed off March 18, 2019
 Article 6-6 – Rehabilitative Employment – Signed off March 18, 2019
 Article 9-11 (NEW) – Christmas Eve Pay – Signed off March 18, 2019
 Article 6-1 – LTD & Accumulation of Health Recovery Credits – Signed off April 16, 2019
 Article 11-3 – Promotion Incorporate LOU G9 – Signed off April 16, 2019
 Article 4-4 (Sec 3) – Delete Uniforms for Farebox Handlers – Signed off April 16, 2019
 Article 9-1 (Sec 3) – Delete original language – Signed off April 16, 2019
 LOU G4 – Furloughs – Parties agree to keep LOU – Signed off April 16, 2019
 LOU – Delete Emergency Day Care Facilities – Signed off April 26, 2019
 LOU – Delete – Return to Work Case Management – Signed off April 26, 2019
 LOU – Delete – Trade Market Survey – Signed off April 26, 2019
 LOU – Delete – Working Conditions Committee – Signed off April 26, 2019
 LOU – Renew – Service in both Official Languages – Signed off April 26, 2019
 LOU – Delete – Crew Specifications – Signed off April 26, 2019
 LOU – Delete – Convenience for Operators – Signed off April 26, 2019
 LOU – Renew – Maintenance Workers P2 – Signed off April 26, 2019
 LOU – Renew – P&E Working Conditions P4 - Signed off April 26, 2019
 LOU – Delete – Utility Worker Line of Progression – Signed off April 26, 2019
 LOU – Renew – Apprenticeship Program & rates – Signed off April 26, 2019
 Article 9-2- 9-3 (Sec 3) – Amalgamate articles – Signed off April 26, 2019
 Article 10-3 – Seniority & Probation – Signed off April 26, 2019
 Article 1-2(a) (Sec 2) – Guaranteed Wage Payments – Signed off April 26, 2019
 LOU – Renew – Uniform Clothing Committee G3 – Signed off April 26, 2019
 Article 3-2 (Sec 2) – Sign Up to Electronic – Signed off May 3, 2019 (via email)
 LOU – Renew – Revised Bus Equipment – Employer Signed off May 6, 2019 (via email)
 Article 8xx (NEW) – Payout of sick leave on LTD – Employer Signed off May 6, 2019 (via email)
 Article 8-1 (d) – Rest Break Payment – Employer Signed off May 6, 2019 (via email)
 Article 10-2 – Extension of Probation Period Employer – Signed off May 6, 2019 (via email)

The parties hereto have agreed as set out above at Winnipeg, Manitoba, on the _____ day of _____, 2019, subject to ratification of the overall contract.

 Aleem Chaudhary
 Amalgamated Transit Union

 John Dawson
 City of Winnipeg

APPENDIX 1

Amendments to the Collective Agreement

ERRORS AND OMISSIONS EXCEPTED

(Changes in Bold)

SECTION 1 – GENERAL ARTICLES

ARTICLE 1 – DURATION OF AGREEMENT

Amend Article 1 to reflect the collective agreement term from January 13, 2019 – March 31, 2023.

ARTICLE 6 – HEALTH RECOVERY LEAVE PLAN

6-1 Accumulation of Credits

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

- a) Time while in receipt of Workers' Compensation benefits up to a maximum of twelve (12) months.
- b) Time while in receipt of ~~Sick-Health Recovery Pay~~ benefits up to a maximum of sixty-five (65) working days. **[2019]**
- c) Time while on paid Leave of Absence.
- d) **Prorated time while working and under the guidance of a medical practitioner during a Gradual Return to Work program, provided the employee is cooperating with the return to work (RTW) plan. [2019]**
- e) Health Recovery will not be accumulated while on leave of absence or long-term disability.
- f) **Health Recovery Credits will be paid out at the daily crew rate to a minimum of seven and a half (7 ½) hours per day. [2019]**
- g) **Spare board Operators, who have lost their guarantee, will be prorated paid Health Recovery Credits on hours worked per day. [2019]**

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

6-2 Deductions from Credits

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

6-5 Definition of Sick Health Recovery Pay

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

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

6-7 Sickness While on Vacation

Where an employee on vacation becomes sick to the extent that he or she requires the services of a medical doctor or licensed chiropractor, provided such sickness is shown to be in excess of three (3) vacation days, such employee shall be allowed to use his or her sick leave credits for the period the medical doctor or licensed chiropractor states on the medical certificate he or she would have been unable to carry out his or her duties at work. [2019]

ARTICLE 9 – HOLIDAYS TO BE OBSERVED**9-1**

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

ARTICLE 10 – SENIORITY**New 10 – 3 Loss of Seniority**

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.

The Union may agree in writing to extend, on a case by case basis, the six (6) consecutive month period contemplated in this Article.

New 10 – 4 Military Leave

An employee, who obtained seniority, shall continue to accrue seniority while on an approved Military leave under any City Administrative Standard – Military Leave and/ or the Employment Standards Code.

ARTICLE 18 – LEAVE OF ABSENCE**18-5**

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

Renumber remaining Article 18

ARTICLE 27 – Respectful Workplace

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

SECTION 2 – BUS OPERATOR ARTICLES

ARTICLE 1 – HOURS OF WORK

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

ARTICLE 3 – SENIORITY AND SIGN UP

New 3-10

The Union recognizes that it is the City's management right to offer a Shift Trade & Switches 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.

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

ARTICLE 6 – UNIFORMS

6-1 a) Uniform Point System:

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

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

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

LETTER OF UNDERSTANDING

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

RE: SCHEDULE COMMITTEE

The schedule committee shall be made up of three (3) members from the schedules section and three (3) members of the Union (Local 1505) (with alternates named to replace members who may be absent) and two (2) Bus Operators. 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 Parties agree to jointly fund a Union Observer who will be trained in scheduling and will observe the process of developing the crew assignments for each change period. While this Union Observer will not impede the development of the schedules, the Union Observer will provide feedback on areas of concern for the consideration by the Schedulers. Both the City & the Union will take all reasonable steps to address scheduling issues raised by Bus Operators.

The schedule committee will meet twice prior to a new change of schedules.

Meeting #1

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

Relief Points

Within twenty-four months of ratification of this collective agreement and with the operator's health and safety in mind, all relief points must be provided with a shelter or the relief point

____ City

____ ATU

will be placed at a location with an existing shelter unless a third party location is identified.
(E.g. 24 hour McDonalds, Tim Horton's or Hospital where rest room facilities exist).

Date: _____, 2019

Aleem Chaudhary
ATU, Local 1505

John Dawson
City of Winnipeg

LETTER OF UNDERSTANDING

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

SPAREBOARD GUARANTEE

Full-time Spare Operators will be paid overtime after (8) hours of work at the rate of time and one half (1 ½). 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 Time Keeper but would continue to be posted.

Winnipeg Transit will 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.

Date: _____, 2019

Aleem Chaudhary
ATU, Local 1505

John Dawson
City of Winnipeg

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

ARTICLE 7 – HEALTH CARE RELATED BENEFITS

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

The Parties may agree, in writing, to make changes to the medical/ health benefits provided for in this collective agreement. These changes may be implemented during the life of the agreement.

Date: _____, 2019

**Aleem Chaudhary
ATU Local 1505**

**John Dawson
City of Winnipeg**

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. The passenger education campaign may consist of safety practices including, but not limited to, the following subjects:

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

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

Date: _____, 2019

Aleem Chaudhary
ATU Local 1505

John Dawson
City of Winnipeg

____ City

____ ATU

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

RE: CRITICAL INCIDENT STRESS MANAGEMENT

The Parties agree there is a need for a Critical Incident Stress Management (CISM) Peer Support Program for the life of this agreement. The purpose of the peer support network 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.

Management will inform employees of this program via electronic means and permanent location(s) in each garage as well as the Downtown Lounge. New members of the CISM Peer Support Network will be provided training. The City shall consult with the Union on the content of the training. Training on subjects may include, but will not be limited to: modules on conflict resolution, EAP counselling, anti-harassment and discrimination, CSA Mental Health training.

The City agrees to maintain a sufficient number of members to respond to CISM peer support requirements. Employees will be selected jointly by Union and the City.

Union and Management 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.

Date: _____, 2019

Aleem Chaudhary
ATU Local 1505

John Dawson
City of Winnipeg

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

RE: CONTRACTING OUT OF WORK

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

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

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

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

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

Date: _____, 2019

Aleem Chaudhary
ATU Local 1505

John Dawson
City of Winnipeg

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

Re: Wind Down Retirement Employee Plan

- 1. An Employee with ten (10) years of service or more, wishing to participate in the Wind Down to 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 of this LOU.**
 - b. Commencing January 1, 2020 Bus Operators, who work on a statutory holiday, may choose to bank one day in lieu of regular wages for each stat holiday worked in a calendar year. Approval to use a day in lieu shall be subject to the availability of a WDRP Employee on that day.**
 - c. If a WDRP Employee who was scheduled to cover a day in lieu is not available to provide coverage due to termination of employment for any reason, the day in lieu shall be cancelled and the Bus Operator shall be required to report to work as scheduled.**
 - d. Unused Days in Lieu at the end of a calendar year shall be paid out on pay period 4 of the following calendar year.**
- 3. 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.**
- 4. Each WDRP Employee entering through the Wind Down to Retirement Plan will do so through the following process:**

- a. **WDRP Employees participating in the plan will be required to notify the employer of their intent in conjunction with time line restrictions set by Winnipeg Civic Employee Benefit Program (WCEBP) in relation to retiring. This will currently be set at thirty (30) days.**
 - b. **WDRP Employees will be required to collect pension while participating in the plan and will be restricted to a maximum of twenty seven (27) hours per week.**
 - c. **No WDRP Employee will be permitted to participate in the WDRP for a period exceeding twenty four (24) months unless the compliment of twenty- five (25) employees as per point 2 has not been achieved.**
 - d. **A WDRP Employees leaving the Plan will be permitted the opportunity to maintain employment as an RBO (Retired Bus Operator) in accordance with LOU 02 Charter Bus Service.**
- 5. WDRP Employees shall not be provided with any collective agreement benefits unless specifically provided for as follows:**
- a. **A WDRP Employee will be paid at the wage step in which they enter the program and will be eligible for all wage increments and negotiated wage increases.**
 - b. **Classification benefits (premiums and payments) will be paid on a pro-rated basis based on hours worked.**
 - c. **A WDRP Employee will be entitled to three (3) weeks of unpaid vacation each calendar year and will receive a pay in lieu of vacation at the rate of 6% per biweekly earnings;**
 - d. **A WDRP Employee shall not be entitled to receive paid sick leave or paid family days.**
- 6. WDRP Employees will maintain their own seniority list based on when they enter the program subject to the following:**
- a. **Employees entering the plan on the same day will have their seniority based on that which was already established prior to retirement.**
 - b. **Employees participating in the plan will not participate in regular sign up and will not fall into the regular or spare board day off systems.**
 - c. **Employees must be available to work a minimum of two (2) working days each week. The Wind Down must provide their availability to the City in writing prior to entering the plan and provide a thirty (30) days minimum notice prior to changing their availability.**
 - d. **All work will be booked in accordance with their established seniority.**

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

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

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

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

- 11. **This Letter of Understanding shall terminate when the collective agreement expires.**

Agreed to: _____, 2019

Aleem Chaudary
ATU Local 1505

John Dawson
City of Winnipeg

