



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 (12th) day of January, 2019***, and shall continue in force until the ***seventh (7th) day of January, 2023***, and thereafter from year to year, until revised or terminated as hereinafter provided. This Agreement may be revised or terminated by either party giving to the other party thereto not less than sixty (60), or more than ninety (90) days notice prior to the ***seventh (7th) day of January, 2023***, or any succeeding year.

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.*

Deleted Article 5-1 (b)

**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 **Health Recovery** 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.**
- (h) **Health Recovery Credits will be utilized at the employees current rate of pay and does not include premiums or top ups for special appointments.**
[2019] (ATU agrees to COW counter)

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]

6-4 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.

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

6-6 Documentation and Rehabilitative Employment

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.

***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

c) Vision Care Plan

The City shall provide **one hundred (\$100.00)** for purposes of covering the cost of an eye examination per eligible person in a twenty-four (24) month period.

ARTICLE 8 – VACATIONS

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 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 24th, 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.

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.

18-8 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 [37 1/2] 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 [37 1/2] 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

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

NEW

18-14 Personal Days

Each employee will be provided two (2) paid Personal Days for use at the discretion of the employee. (Acceptance of this proposal will result in all Family Days referenced in Article 18-9 being unpaid.) No calendar days will have less than five (5) available spots for booking Personal Days.

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 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]**

Will result in the deletion of LOU G5

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 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
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, **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.

ARTICLE 7 – CREW SPECIFICATIONS

NEW

7-9 *All scheduled trips must be developed to be provided a guaranteed mandatory minimum recovery time of five (5) minutes at the routes designated terminals. Sufficient time shall be added to ensure adequate time for bathroom access. Ongoing joint oversight will be implemented to ensure that adequate time and infrastructure are established and maintained.*

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 *Employee reports generated through Intraview relating to consistent scheduling deficiencies, must be remedied for the next scheduling change.*

7-12 *In instances where “route 200” runs are created the need must be restricted or completely removed by 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.

8-12 Special Payments

Effective Pay Period **#03, 2021**, the City agrees to pay a premium of **seventy five cents (\$0.75)** per hour to **all Operations members** for all time worked from 19:00 to end of service/**shift**. The shift premium shall not be paid where work is being compensated on an overtime basis.

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. (In MOS this provision will be fully implemented within two (2) full schedule changes after ratification.) [2019]

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

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]~~

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 practical. [2019]**

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 pay period #3 2020, the shift premium will increase to one dollar and fifty cents (\$1.50) 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 30th 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 RECRUITMENT

~~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]~~

GENERAL WAGE INCREASE

Pay Period #3 2019 1.75%

Pay Period #3 2020 2.0%

Pay Period #3 2021 2.0%

Pay Period #3 2022 2.0%

SPECIAL ADJUSTMENTS

Special Wage/Trade Adjustment

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

(WT2) Bring Welder I/C or other similar renamed position 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 Provider.

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.

(M1 & M2 will be addressed in COW LOU Health Care Related Benefits)

(M5) The Union shall be included in the selection process for the new Director of Transit.

Letters of Understanding

General

G1 - Amend and Renew

G2 - Incorporate into CBA Section 1 Article 6

G3 - Renew

G4 - Amend Dates and Renew

G5 - Delete see 27-3.

G6 - Delete

G7 - Delete

G8 - Amend and Renew

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

G10 - Amend and Renew (Passenger Education Campaign.)

G11 - Delete

G## - NEW Contracting Out of Work

G## - NEW Peer Support Network (CISM)

G## - NEW Health Care Related Benefits

Operations

O1 - Amend and Renew

O2 - Renew

O3 - Amend and Renew (To bring in line with Section 2 Article 1-2.)

O4 - Delete

O5 - Renew

O6 - Delete

O7 - Amend and Renew

O8 - Delete

O9 - Incorporate into WREP

O10 - Delete

0## - NEW Operator Improvement Education

0## - NEW Switches and Trades

0## - NEW Wind Down Retirement Employee Program

Plant & Equipment

P1 - Renew

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 wage step closest to their pre disability wage rate in their original classification. Bundled task duties will be paid based on the Maintenance Worker wage scale.** 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

G10

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.*
- *Transit Code of Conduct By Law (Updates)*

Either party may bring forward issues that may 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.

Agreed this Date:

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

G##

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: _____

For The Negotiating Committee for the Amalgamated Transit Union Local 1505

For The Negotiating Committee for the City of Winnipeg

G##

LETTER OF UNDERSTANDING

**BETWEEN:
THE CITY OF WINNIPEG
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 1505
RE: CISM/Peer Support**

The Parties agree there is a need for a CISM/Peer Support Program for the life of this agreement. The purpose of the Peer Support Network shall 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 permanent location(s) in each garage as well as the Downtown Lounge.

New members of the CISM/Peer Support Network shall be provided training that will include, but not be limited to, modules on conflict resolution, anti-harassment and discrimination, CSA Psychological Standard Mental Health training.

The City agrees to maintain a sufficient number of members to respond to CISM/Peer Support requirements. Members 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.

Effective upon ratification, The City will fund initial and remedial training for CISM Program.

Date: _____, 2019

ATU

COW

G##

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF WINNIPEG AND
AMALGAMATED TRANSIT UNION, LOCAL 1505
RE: HEALTH CARE RELATED BENEFITS

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

July 12, 2019

ATU

COW

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) separate members of the public**. 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 data to support recommended changes and a mandate to maintain and improve for a more reliable schedule 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

O3

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: SPAREBOARD GUARANTEE

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

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

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

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

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

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

Agreed this Date:

For the Negotiating Committee of the City of Winnipeg

For the Negotiating Committee of Amalgamated Transit Union, Local 1505

07

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF WINNIPEG AND

AMALGAMATED TRANSIT UNION, LOCAL 1505

RE: TRANSIT SECURITY

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

Therefore it is agreed that during the duration of the Collective Agreement the City will work with ATU to enhance the security of employees and passengers. The parties will

meet within ninety (90) days of ratification to begin discussions on the implementation of a Transit Security Force with the ability to arrest and detain.

Agreed this Date: July 12, 2019

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

O##

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:

- (1) One Day Main Street Projects training program***
- (2) Two Day Indigenous Awareness training program***
- CSA Psychological Health & Safety Training***
- Remedial Training every (3) three 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

0##

THE AMALGAMATED TRANSIT UNION

(RE:) SWITCHES AND TRADES

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 Switches and Trades 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 twelve (12) weeks 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).**

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

0##

Between:

The City of Winnipeg

And

The Amalgamated Transit Union

Re: Wind Down Retirement Employee Plan

Any employee with ten (10) years of service or more, wishing to participate in the Wind Down to Retirement Plan must submit their intent in writing prior to retiring and commence participation no more than thirty (30) days after their date of retirement. No retired employee prior to January 12, 2019 will be able to participate in this plan. Employee's participation in the plan will be limited to a maximum of twenty five (25) participants. All participants in the plan will be committed to filling time off request bookings for all regularly employed bus operators. 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 employees participating in the plan will be provided relevant training in order to fulfill their assigned work duties.

Each employee entering through the Wind Down to Retirement Plan will do so through the following process:

- (a) Employees participating in the plan will be required to notify the employer of their intent in conjunction with time line restrictions set by (WCEBP) Winnipeg Civic Employee Benefit Program in relation to retiring. This will currently be set at thirty (30) days.**
- (b) Employees will be required to collect pension while participating in the plan will be restricted to a maximum of twenty six (26) hours per week. The employee's participating in this plan will not have pension contributions submitted or deducted.**
- (c) No employee will be permitted to participate in the Wind Down Plan for a period no longer than a maximum twenty four (24) months unless the complement of twenty five (25) employees have not been achieved.**

Employees leaving the Wind Down Plan will be permitted the opportunity to maintain employment as an RBO (Retired Bus Operator) in accordance with LOU 02 Charter Bus Service.

Wind Down Plan employee's will be paid at the wage step in which they enter the program and will be eligible for all negotiated wage increases. Benefit entitlements for all employees covered under the plan will be as follows:

(a) All employee paid benefits will be covered in accordance with the Collective Agreement.

(b) Employer paid benefits will be covered as outlined below:

- (i) Ambulance and semi-private hospital -full coverage**
- (ii) Vision- 80% of full time employee coverage listed in Collective Agreement.**
- (iii) Dental- Full coverage to a maximum of 75% benefit listed in the Collective Agreement.**

(c) Classification benefits will be paid on a pro-rated basis based on hours worked.

(d) Employee's will receive a pay in lieu of vacation at the rate of 6% of bi weekly earnings.

(e) Wind Down Employee's will not be entitled to paid leave of absence in the Collective Agreement.

Wind Down Plan employees will maintain their own seniority list based on when they enter the program. Employees entering the plan on the same day will have their seniority based on that which was already established prior to retirement. 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. Employees must provide their availability in writing prior to entering the plan, must be available to work a minimum of two (2) working days each week, and must provide thirty (30) days minimum notice prior to changing their availability. All work will be booked in accordance with their established seniority.

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.

All employees in the plan will be members in good standing of Amalgamated Transit Union Local 1505 and will pay dues in accordance with local by laws.

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. However, if this proves unsuccessful, either party may withdraw from this agreement by giving to the other party not less than ninety (90) days' notice in writing of its intention to do so. Where the LOU is terminated by either party, the City shall provide WDRP Employee's with thirty (30) days' notice of the same.

Commencing January 1, 2020, bus operators who work on a statutory holiday, may choose to bank one (1) 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 Wind Down Plan employee on that day.

One hundred (100) spots will be available for the purpose of one week single day vacation use. These spots will be filled through a random lottery process facilitated by the Union. Request to enter the lottery must be received by the Union one (1) week prior to the commencement of fall sign up. A list of the successful applicants will be posted in the Union boards with a copy furnished to the Timekeepers office.

ATU

COW

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 journeyperson classification. The steps will be as follows:

Milestones - 4 Year Apprenticeship	Percentage of Journey Rate
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%
Milestones - 3 Year Apprenticeship	Percentage of Journey Rate
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

