

460

SOURCE	City		
EFF.	85	12	22
TERM.	88	01	30
No. OF EMPLOYEES	1240		
NOMBRE D'EMPLOYES	1240		

DATED this 21<sup>ST</sup> day of October, 1986

BETWEEN:

THE CITY OF WINNIPEG,  
hereinafter called "CITY",

of the first part,

-and-

The employees of The City of Winnipeg  
Transit System, Members of  
LOCAL 1505, AMALGAMATED TRANSIT UNION,

hereinafter called "THE UNION",

of the second part.



AGREEMENT

OCT 31 1986

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THIS AGREEMENT made and entered into this day of

BETWEEN:

THE CITY OF WINNIPEG  
hereinafter called "CITY"

of the first part

and

The employees of The City of Winnipeg  
Transit System, Members of  
LOCAL 1505, AMALGAMATED TRANSIT UNION

hereinafter called "THE UNION"

of the second part

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

WITNESSETH: That the Parties hereto agree as follows:

SECTION I

WAGE SCHEDULE

<u>Transportation Classifications</u>	Code No.	Hourly Rate	Hourly Rate	Hourly Rate
		Effective <u>Dec. 23, 1984</u>	Effective <u>Dec. 22, 1985</u>	Effective <u>Dec. 21, 1986</u>
Assistant Dispatch*	8401	\$12.18	\$12.55	\$12.93
Assistant Dispatch i/c	8405	12.79	13.17	13.57
Driver, Bus (Operators)	8421			
- First 6 months		12.25	12.62	13.00
- Second 6 months		12.60	12.98	13.37
- After 12 months		12.83	13.21	13.86
Driver, Bus (Operators)				
- First 12 months				11.70**
- Second 12 months				12.66**
- after 24 months				13.86**
Driver, Bus (Training)	8427	7.96	8.20	7.61**
Supervisor, Acting (Operator + 10%)	8431	14.12	14.53	15.25

Payment in Lieu of Rest Breaks

Bus Operators and downtown service clerks will receive an annual amount equivalent to forty (40) hours straight time wages computable at the applicable rate and payable in pay period #25 of each year.

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

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

An employee shall be deemed to have earned his payment in lieu of break for any given day if he has worked 3 hours or greater on that day or alternatively if he has satisfied the conditions of his guarantee.

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

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

For calculating purposes only, 12 month period for which payment is made will commence the beginning of pay period #23.

\*On replacement of employees holding these positions on June 27, 1958

\*\*Effective for employees hired subsequent to December 20, 1986

<u>Treasury Classifications</u>	<u>Code No.</u>	<u>Biweekly Rate Effective Dec. 23, 1984</u>	<u>Biweekly Rate Effective Dec. 22, 1985</u>	<u>Biweekly Rate Effective Dec. 21, 1986</u>
Checker, Farebox (75)***	8511			
- First 6 months		\$899.05	\$926.02	\$953.80
- Thereafter		917.70	945.23	973.59
Clerk, Downtown Service (72½)***	8521			
- First 6 months		897.76	924.69	952.43
- Thereafter		916.40	943.89	972.21
Farebox Handler (75)***	8541			
- First 6 months		896.74	923.64	951.35
- Thereafter		915.03	942.48	970.75
Farebox Handler Charge Hand (75)***	8545	960.77	989.59	1,019.28
Technician, Treasury (72½)***	8561	1,142.35	1,176.62	1,248.17

Maintenance Classifications

Charge Hands

Charge-Hands, appointed by the City shall be paid 5% above their regular rates.

Charge-Hands appointed to act for a Foreman in his absence for a full shift shall be paid 10% above their regular rate.

Senior Charge-Hands (by classification) shall be paid 10% above their rate if in addition to their regular duties they are responsible for the facility in the absence of a Maintenance or Shift Foreman.

Tradesman's Helpers rates apply to those who have seniority as General Helpers.

<u>Maintenance Classifications</u>	<u>Code No.</u>	<u>Hourly Rate Effective Dec. 23, 1984</u>	<u>Hourly Rate Effective Dec. 22, 1985</u>	<u>Hourly Rate Effective Dec. 21, 1986</u>
Blacksmith	8021	\$14.55	\$14.99	\$15.94
Blacksmith Helper	8023			
- First 12 months		11.52	11.87	12.23
- Second 12 months		11.77	12.12	12.48
- After 2 years' experience		12.17	12.54	12.92
- After 4 years' experience		12.49	12.86	13.25
Bodyman	8031	14.55	14.99	15.94
Bodyman Helper	8033			
- First 12 months		11.52	11.87	12.23
- Second 12 months		11.77	12.12	12.48
- After 2 years' experience		12.17	12.54	12.92
- After 4 years' experience		12.49	12.86	13.25

\*\*\* Biweekly hours of work

<u>Maintenance Classifications</u>	<u>Code No.</u>	<u>Hourly Rate Effective Dec. 23, 1984</u>	<u>Hourly Rate Effective Dec. 22, 1985</u>	<u>Hourly Rate Effective Dec. 21, 1986</u>
Bodyman i/c	8035	15.29	15.74	16.74
Brakeman, Air	8041	14.55	14.99	15.94
Brakeman, Air i/c	8045	15.29	15.74	16.74
Carpenter	8051	14.55	14.99	15.94
Cleaners, Office ✓	8061	9.32	9.60	9.89 ✓
Cleaners, Office Senior	8062	10.03	10.33	10.64
Damage Estimator	8065	15.29	15.75	16.72
Damage Estimator i/c	8066	16.04	16.52	17.52
Drillman (who has seniority as General Helper)	8067			
- First 12 months		11.52	11.87	12.23
- Second 12 months		11.77	12.12	12.48
- Third 12 months		12.17	12.54	12.92
- After 3 years' experience		12.60	12.98	13.37
Driver, Truck	8071	11.77	12.12	12.49
<b>Driver, Truck</b>				
- First 12 months				11.03**
- Second 12 months				11.86**
- Thereafter				12.49**
Driver, Truck i/c	8075	12.36	12.73	13.11
Electrician	8081	14.55	14.99	15.94
Electrician (Building Services) Journeyman	8087	15.36	15.82	16.79 ✓
Electrician (Building Services) Journeyman i/c	8088	16.14	16.62	17.62
Electrician i/c	8085	15.29	15.74	16.74
Groundskeeper	8089	11.77	12.12	12.49

\*\*Effective for employees hired subsequent to December 20, 1986

Maintenance Classifications	Code No.	Hourly Rate Effective <u>Dec. 23, 1984</u>	Hourly Rate Effective <u>Dec. 22, 1985</u>	Hourly Rate Effective <u>Dec. 21, 1986</u>
Helper, General	8101			
- First 6 months		10.59	10.91	11.24
- Thereafter		11.18	11.52	11.86
<b>Helper, General</b>				
- First 12 months				<b>8.79**</b>
- Second 12 months				<b>11.03**</b>
- Thereafter				<b>11.86**</b>
Janitor	8111	10.40	10.71	11.03
Labourer	8115			
- First 6 months		10.59	10.91	11.24
- Thereafter		11.18	11.52	11.86
<b>Labourer</b>				
- First 12 months				<b>8.79**</b>
- Second 12 months				<b>11.03**</b>
- Thereafter				<b>11.86**</b>
Lubricator (who has seniority as General Helper)	8117			
- First 12 months		11.52	11.87	12.23
- Second 12 months		11.77	12.12	12.48
- After 2 years' experience		12.17	12.54	12.92
Lubricator i/c	8119	12.79	13.17	13.57
Machinist	8121	14.55	14.99	15.94
Machinist i/c	8125	15.29	15.74	16.74
Maintainer, Heating Plant	8131	12.60	12.98	13.37
Maintainer-, Radio & Telecommunications	8141	15.36	15.82	16.79
Maintainer, Radio & Telecommunications Helper	8143			
- First 12 months		9.98	10.28	10.59
- Second 12 months		10.71	11.03	11.36
- Third 12 months		11.52	11.87	12.23
- Fourth 12 months & thereafter		12.17	12.54	12.92
Maintainer, Radio & Telecommunications Improver	8144			
- First year Improver		13.61	14.02	14.44
- Second year Improver		14.16	14.58	15.02
Maintainer, Revenue Equipment	8151	14.91	15.36	16.32
Mechanic, Auto	8161	14.55	14.99	15.94

\*\*Effective for employees hired subsequent to December 20, 1986.

<u>Maintenance</u> <u>Classifications</u>	Code No.	Hourly Rate Effective <u>Dec. 23, 1984</u>	Hourly Rate Effective <u>Dec. 22, 1985</u>	Hourly Rate Effective <u>Dec. 21, 1986</u>
Mechanic, Auto <sup>15/c4</sup> Apprentice	8162			
- First year		9.68	9.97	10.27
- Second year		10.75	11.07	11.40
- Third year		11.78	12.13	12.49
- After 3 years		12.85	13.24	13.64
- After 3 years 6 months		13.37	13.77	14.18
Mechanic, Auto Helper	8163			
- First 12 months		11.52	11.87	12.23
- Second 12 months		11.77	12.12	12.48
- After 2 years' experience		12.17	12.54	12.92
- After 4 years' experience		12.49	12.86	13.25
Mechanic, Auto Improver	8164			
- First year Improver		12.85	13.24	13.64
- Second year Improver		13.37	13.77	14.18
Mechanic, Auto i/c	8165	15.29	15.74	16.74
<b>Mechanic, Industrial</b>	<b>8167</b>	<b>14.55</b>	<b>14.99</b>	<b>15.94</b>
Operator, Dynamometer	8201	15.29	15.75	16.72
Operator, Front End Loader	8211	12.17	12.54	12.92
Operator, Front End Loader i/c	8215	12.79	13.17	13.57
Operator, Grader	8221	12.17	12.54	12.92
Operator, Grader i/c	8225	12.79	13.17	13.57
Operator, Siping Machine	8231	12.17	12.54	12.92
Painter*	8251	14.55	14.99	15.94
*Painters while working as Sign Painters will accumulate seniority in the classification as well as in the basic classification of Painter.				
Painter Helper	8253			
- First 12 months		11.52	11.87	12.23
- Second 12 months		11.77	12.12	12.48
- After 2 years' experience		12.17	12.54	12.92
- After 4 years' experience		12.49	12.86	13.25
Painter i/c	8255	15.29	15.74	16.74
Painter, Sign	8261	14.55	14.99	15.94
Painter, Sign i/c	8265	15.29	15.74	16.74

<u>Maintenance Classifications</u>	<u>Code No.</u>	<u>Hourly Rate Effective Dec. 23, 1984</u>	<u>Hourly Rate Effective Dec. 22, 1985</u>	<u>Hourly Rate Effective Dec. 21, 1986</u>
Radiatorman	8271	14.55	14.99	15.94
Repairman, Body	8281	14.55	14.99	15.94
Repairman, Body Helper	8283			
- First 12 months		11.52	11.87	12.23
- Second 12 months		11.77	12.12	12.48
- After 2 years' experience		12.17	12.54	12.92
- After 4 years' experience		12.49	12.86	13.25
Repairman, Body Improver	8284			
- First year		12.85	13.24	13.64
- Second year		13.37	13.77	14.18
Repairman, Body i/c	8285	15.29	15.74	16.74
Repairman, Trolley Bus (who has seniority as General Helper)	8291			
First 12 months		11.83	12.18	12.55
Second 12 months		12.07	12.43	12.80
Third 12 months		12.52	12.90	13.29
After 3 years' experience		12.94	13.33	13.73
After 4 years' experience when qualified		13.43	13.83	14.24
On appointment		14.55	14.99	15.94

	<u>Code No.</u>	<u>Biweekly Rate Effective Dec. 23, 1984</u>	<u>Biweekly Rate Effective Dec. 22, 1985</u>	<u>Biweekly Rate Effective Dec. 21, 1986</u>
Storekeeper I	8306			
- First 6 months		\$805.78	\$829.95	\$854.85
- Second 6 months		837.73	862.86	888.75
- After 1 year		869.70	895.79	922.66
- After 2 years		896.34	923.23	950.93
Storekeeper II	8307	917.68	945.21	973.57
Storekeeper III	8308	960.43	989.24	1018.92

<u>Maintenance Classifications</u>	<u>Code No.</u>	<u>Hourly Rate Effective Dec. 23, 1984</u>	<u>Hourly Rate Effective Dec. 22, 1985</u>	<u>Hourly Rate Effective Dec. 21, 1986</u>
Technician, Heating & Air Conditioning	8311	14.91	15.36	16.32
Technician, Heating & Air Conditioning i/c	8315	15.67	16.14	17.12
Tireman	8321	14.55	14.99	15.94



<u>Maintenance Classifications</u>	<u>Code No.</u>	<u>Hourly Rate Effective Dec. 23, 1984</u>	<u>Hourly Rate Effective Dec. 22, 1985</u>	<u>Hourly Rate Effective Dec. 21, 1986</u>
Tireman Improver	8324			
- First Year Improver		12.85	13.24	13.64
- Second Year Improver		13.37	13.77	14.18
Upholsterer	8331	14.55	14.99	15.94
Shelter Serviceman	8341	11.77	12.12	12.48
Bus Serviceman	8351	11.77	12.12	12.49
<b>Bus Serviceman</b>				
- First 12 months				11.03**
- Second 12 months				11.86**
- Thereafter				12.49**
Bus Serviceman i/c	8355	12.36	12.73	13.11
Welder	8361	14.55	14.99	15.94
Welder i/c	8365	15.29	15.74	16.74
Welder Improver	8364			
- First year Improver		12.85	13.24	13.64
- Second year Improver		13.37	13.77	14.18
Winder, Armature	8371	14.55	14.99	15.94
Wireman	8381	14.55	14.99	15.94
Wireman's Helper	8383	11.77	12.12	12.48
Wireman Improver	8384			
- First year Improver		12.85	13.24	13.64
- Second year Improver		13.37	13.77	14.18
Worker, Sheet Metal	8391	14.55	14.99	15.94
Worker, Sheet Metal Improver	8394			
- First Year Improver		12.85	13.24	13.64
- Second Year Improver		13.37	13.77	14.18
Worker, Sheet Metal i/c	8395	15.29	15.74	16.74

**\*\*Effective for employees hired subsequent to December 20, 1986**

Where in any provision of this agreement a reference is made to his, him, he, man or other "male" terminology, it shall also be read as a reference to her, she, woman or other appropriate feminine terminology.

SECTION II

MANAGEMENT RIGHTS

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

SECTION III

UNION SECURITY

1. With the exceptions noted below, the City agrees to deduct and remit to the Union from the wages payable to all employees with thirty (30) days or more service within the classifications represented by the Union, dues and assessments of such amount as the Union may direct from time to time.

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

EXCEPTIONS :

- (a) All temporary employee or employees engaged in work of a temporary nature. For the purposes of this clause the term "temporary employees" means employees who have less than thirty (30) days continuous service. Employees engaged in work of a "temporary nature" means employees engaged for a specific job in classifications not covered by this Agreement, which may last more than thirty days-but which, when completed, will not require the further employment of those so engaged.
  - (b) Supervisory employees of the rank of Foreman or above such rank who are paid on a weekly basis.
2. With exceptions noted below, the City further agrees that, in respect to all persons employed in classifications for whom the Union is bargaining agent, membership in the Union shall be a condition of employment at all times, during the currency of this Agreement. <sup>1/2</sup>

(a) Employees excepted under Clause 1 of this section.

(b) Any employee excepted **by** a decision of a Board of Arbitration.

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

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

SECTION IV

WELFARE PLAN

1. GROUP LIFE INSURANCE PLAN

The following summary explains the main features of the group insurance portion of the Benefits Program. It should be used as a guide only. The Benefits Program By-law #1125-75 and subsequent amendments must be consulted for the purpose of interpreting or applying the provisions of the program.

(a) Commencement of Insurance

On the first day of the pay period after he becomes a **member** of the Program.

(b) Amount of Insurance

The amount of insurance on the life of <sup>72/999 700/999</sup> each employee participating in the Plan is equal to one, two or three **times** his yearly earnings rate.

For this purpose each employee's yearly earnings rate shall be determined by using the following procedure:

- (1) if he is employed in a permanent position - 26 X his average **bi-weekly** salary, or wages, excluding any **overtime** earnings, in the 26 weeks immediately prior to the pay period in which he dies.
- (2) if he is employed on a temporary/seasonal basis - 26 X his average **bi-weekly** earnings, excluding any overtime earnings, in the taxation year immediately prior to the year in which he dies.

Each employee will be insured for an amount of insurance equal to two times his yearly earnings rate unless he indicates that he wants the amount of insurance to be equal to one or three times the yearly earnings rate.

(c) Termination of Insurance

Each employee's insurance terminates on the last day of the pay period in which he terminates service unless he is receiving a pension from the Benefits Program. If he is receiving a pension he can continue to be insured.

(d) Amount of Insurance after Pension Commence

(1) Prior to age 65 -

If he is not receiving a disability pension but has retired, 50% of the amount of the insurance in effect on his life immediately prior to retirement, to a maximum of two times earnings.

(2) After age 65 and prior to age 70 -

25% of the amount of insurance in effect on his life immediately prior to retirement.

(3) After age 70 -

15% of the amount of insurance in effect on his life immediately prior to retirement.

(e) Death Benefit *86/1*

The amount of insurance is paid to his designated beneficiary either in a lump sum, in instalments or left on deposit. Interest is added to the amount paid if the benefit is paid in instalments or left on deposit.

(f) Disability *86/1*

While on disability pension from this plan, disability income from a group insurance policy issued to the City, or in receipt of periodic payments from Workers' Compensation, provided a member has not yet attained age 65 and has paid all contributions which have become due -

the amount of insurance will be determined in accordance with Section 2 above.

(g) Who Pays for the Cost of My Insurance?

✓ You and the City share the cost.

If you are employed in a permanent position, you will contribute:

- (i) .3% of your bi-weekly earnings, if you elect to be insured for 1 times your yearly earnings rate,
- (ii) .6% of your bi-weekly earnings, if you elect to be insured for 2 times your yearly earnings rate, and
- (iii) the entire cost of the additional insurance equal to 1 times your yearly earnings rate, if you choose to be insured for 3 times your yearly earnings rate.

The cost of the additional insurance is: -

<u>Age at Start of Each Year</u>	<u>Percentage of Earnings</u>
less than age 40	.18%
age 40 to age 49	.40
age 50 to age 59	.90
age 60 to age 64	1.80

Employees who retained the coverage they had under the Greater Winnipeg Transit Commission Plan before and after retirement and employees retired on or before July 1st, 1964, will pay \$.60 per month per \$1,000 insurance.

Employees who retained the coverage they had under the Metro Plan who were 65 or over on July 1st, 1964, and employees who retired or reach 65 after that date will pay \$.23 per month per \$500.00 of insurance.

2. WEEKLY SICKNESS AND ACCIDENT INSURANCE

- a) All employees shall be enrolled for this coverage on the first day following completion of one month's continuous service, and shall continue to receive coverage while actively employed.

Subject to provisions of the policy, benefits payable will be based on the employee's basic rate as shown in the following schedules:

	<u>Class</u>
Employees earning \$8.89 but less than \$9.08 per hour	36 255.00 per week
Employees earning \$9.08 but less than \$9.27 per hour	37 260.00 Per week
Employees earning \$9.27 but less than \$9.46 per hour	38 265.00 per week
Employees earning \$9.46 but less than \$9.65 per hour	39 270.00 per week
Employees earning \$9.65 but less than \$9.84 per hour	40 275.00 per week
Employees earning \$9.84 but less than 10.03 per hour	41 280.00 per week

Employees earning 10.03 but less than 10.22 per hour	42	285.00 per week
Employees earning 10.22 but less than 10.41 per hour	43	290.00 per week
Employees earning 10.41 but less than 10.60 per hour	44	295.00 per week
Employees earning 10.60 but less than 10.79 per hour	45	300.00 per week
Employees earning 10.79 but less than 10.98 per hour	46	305.00 per week
Employees earning 10.98 but less than 11.17 per hour	47	310.00 per week
Employees earning 11.17 but less than 11.36 per hour	48	315.00 per week
Employees earning 11.36 but less than 11.55 per hour	49	320.00 per week
Employees earning 11.55 but less than 11.74 per hour	50	330.00 per week
Employees earning 11.74 but less than 11.93 per hour	51	335.00 per week
Employees earning 11.93 but less than 12.12 per hour	52	340.00 per week
Employees earning 12.12 but less than 12.31 per hour	53	345.00 per week
Employees earning 12.31 but less than 12.50 per hour	54	350.00 per week
Employees earning 12.50 but less than 12.69 per hour	55	355.00 per week
Employees earning 12.69 but less than 12.88 per hour	56	360.00 per week
Employees earning 12.88 but less than 13.07 per hour	57	365.00 per week
Employees earning 13.07 but less than 13.26 per hour	58	370.00 per week
Employees earning 13.26 but less than 13.45 per hour	59	375.00 per week
Employees earning 13.45 but less than 13.64 per hour	60	380.00 per week
Employees earning 13.64 but less than 13.83 per hour	61	385.00 per week
Employees earning 13.83 but less than 14.02 per hour	62	390.00 per week
Employees earning 14.02 but less than 14.21 per hour	63	395.00 per week
Employees earning 14.21 but less than 14.40 per hour	64	400.00 per week
Employees earning 14.40 but less than 14.59 per hour	65	410.00 per week
Employees earning 14.59 but less than 14.78 per hour	66	415.00 per week
Employees earning 14.78 but less than 14.97 per hour	67	420.00 per week
Employees earning 14.97 but less than 15.16 per hour	68	425.00 per week
Employees earning 15.16 but less than 15.35 per hour	69	430.00 per week
Employees earning 15.35 but less than 15.54 per hour	70	435.00 per week
Employees earning 15.54 but less than 15.73 per hour	71	440.00 per week
Employees earning 15.73 but less than 15.92 per hour	72	445.00 per week
Employees earning 15.92 but less than 16.11 per hour	73	450.00 per week
Employees earning 16.11 but less than 16.30 per hour	74	455.00 per week
Employees earning 16.30 but less than 16.49 per hour	75	460.00 per week
Employees earning 16.49 but less than 16.68 per hour	76	465.00 per week
Employees earning 16.68 but less than 16.87 per hour	77	470.00 per week
Employees earning 16.87 but less than 17.06 per hour	78	475.00 per week
Employees earning 17.06 but less than 17.25 per hour	79	480.00 per week
Employees earning 17.25 but less than 17.44 per hour	80	490.00 per week
Employees earning 17.44 but less than 17.63 per hour	81	495.00 per week
Employees earning 17.63 but less than 17.82 per hour	82	500.00 per week
Employees earning 17.82 but less than 18.01 per hour	83	505.00 per week
Employees earning 18.01 but less than 18.20 per hour	84	510.00 per week
Employees earning 18.20 but less than 18.39 per hour	85	515.00 per week
Employees earning 18.39 but less than 18.58 per hour	86	520.00 per week
Employees earning 18.58 but less than 18.77 per hour	87	525.00 per week
Employees earning 18.77 but less than 18.96 per hour	88	530.00 per week
Employees earning 18.96 but less than 19.15 per hour	89	535.00 per week
Employees earning 19.15 but less than 19.34 per hour	90	540.00 per week
Employees earning 19.34 but less than 19.53 per hour	91	545.00 per week
Employees earning 19.53 but less than 19.72 per hour	92	550.00 per week
Employees earning 19.72 but less than 19.91 per hour	93	555.00 per week

Employees earning 19.91 but less than 20.10 per hour	94	565.00 per week
Employees earning 20.10 but less than 20.29 per hour	95	570.00 per week
Employees earning 20.29 but less than 20.48 per hour	96	575.00 per week
Employees earning 20.48 but less than 20.67 per hour	97	580.00 per week
Employees earning 20.67 but less than 20.86 per hour	98	585.00 per week
Employees earning 20.86 but less than 21.05 per hour	99	590.00 per week
Employees earning 21.05 but less than 21.24 per hour	100	595.00 per week

74/999595

Office Cleaners and Senior Cleaner earning:

\$7.75 per hour but less than \$8.00 per hour	165.00 per week
\$8.00 per hour but less than \$8.25 per hour	175.00 per week
\$8.25 per hour but less than \$8.50 per hour	180.00 per week
\$8.50 per hour but less than \$8.75 per hour	185.00 per week
\$8.75 per hour but less than \$9.00 per hour	190.00 per week
\$9.00 per hour but less than \$9.25 per hour	195.00 per week
\$9.25 per hour but less than \$9.50 per hour	200.00 per week
\$9.50 per hour but less than \$9.75 per hour	205.00 per week
\$9.75 per hour but less than 10.00 per hour	210.00 per week
10.00 per hour but less than 10.25 per hour	215.00 per week
10.25 per hour but less than 10.50 per hour	220.00 per week
10.50 per hour but less than 10.75 per hour	225.00 per week
10.75 per hour but less than 11.00 per hour	230.00 per week
11.00 per hour but less than 11.25 per hour	235.00 per week
11.25 per hour but less than 11.50 per hour	240.00 per week

Additional steps will be added to the above schedules automatically whenever wage increases warrant them. Employees will move to the next higher step in the schedules on the date of permanent change in their basic rate.

Employees will pay, by payroll deduction, one-quarter the premium cost (taken to the next cent). Refunds from the insurance company will be used to pay monthly premiums of both employees and the City. Coverage **and benefits** cease when an employee retires or **when his services are terminated.**

10/1/05

b) Sickness and Accident Severance Plan

Accumulation of Credits

Effective January 1, 1974, and annually thereafter, all employees shall receive a Sickness and Accident Severance credit of 15 days per year based upon actual days worked. Employees working less than a complete year shall have this credit pro-rated on the basis of 1-1/4 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:

11/15/97

- 1) Time while in receipt of Workers' Compensation benefits up to a maximum of 12 months.
- 2) Time while in receipt of Weekly Sickness and Accident Insurance benefits up to a maximum of 65 working days.
- 3) Time while on paid Leave of Absence.

Deduction from Credits

Effective January 1, 1974, and annually thereafter, all employees shall have deducted from their accumulated Sickness and Accident Severance credits 1 day for each day of absence for which payment has been received under the Weekly Sickness and Accident Insurance Plan. Deductions for paid absences will be charged against the Sickness and Accident credits most recently accumulated. At no time will deductions from the Sickness and Accident Severance plan exceed total career credits accumulated.

Payment of Benefit

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

16/E

- a) The number of unused Sickness and Accident Severance credit days standing to the employee's credit which were accumulated during the last 5 years of service, multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service, and
- b) 25% of the remainder of the unused Sickness and Accident Severance credits earned prior to the employee's last 5 years of service, multiplied by the daily rate of the employee's regular classification in effect on the employee's last day of service up to a **maximum of 132 days.**

Operators will be paid on the basis of 7-1/2 hours/day.



3. SICKNESS AND ACCIDENT INSURANCE PLAN - BLUE CROSS INSURANCE COVERAGE

Employees may be enrolled in the supplementary hospital-ambulance plan and extended health benefits plan on the group **re-opening** dates, January **1st** and July **1st**, provided two months' notice is given to the Payroll Department. New Employees may be transferred to the employees' group upon commencement of employment. Active and retired employees will pay the full cost of this plan.

4. TRANSIT SICK BENEFIT COMMITTEE

A Transit Sick Benefit Committee shall be set up, comprised of three (3) members and a Chairman appointed by Management, and three (3) members appointed by the Union. The responsibility for the administration of the Sickness and Accident Insurance Plan is delegated to this Committee.

5. DENTAL PLAN

It is hereby <sup>70% / 100</sup> ~~agreed~~ <sup>7/2</sup> by the City of Winnipeg and the Amalgamated Transit Union, Local 1505 that commencing January **1st, 1981**, the City shall pay **100%** of the premium cost of a Dental Plan, the terms of which will be supplied by the City to the Union. Pursuant to the terms of the Dental Plan, coverage will be provided to the City's employees, including members of the Amalgamated Transit Union and eligible dependents.

In accordance with the **above** and the detailed **terms** of the Dental Plan, this Dental Plan will provide the following: **Effective January 1, 1986:** payment based on the 1986 Dental Fee Schedule; **100%** (up to the fee guide amount) for basic and major dental services to a maximum of **\$1200** in each calendar year; **100%** (up to the fee guide amount) for orthodontic services to a lifetime maximum of **\$1200**. **Effective January 1, 1987,** payment will be based on the **1987 Dental Fee Schedule**.

6. PENSION PLAN

The following summary explains the main features of the group pension portion of the Benefits Program. It should be used as a guide only. The Benefits Program By-law 1125-75 and subsequent amendments must be consulted for the purpose of interpreting or applying the provisions of the program.

(a) Membership in the Plan

As a condition of employment an employee becomes a member of the Plan if these qualifications are met:

- An employee in a permanent position - after 60 working days' service
- An employee is employed on a temporary or seasonal basis and is regularly working at least 28 hours per week - after 200 working days of service within 2 consecutive calendar years:

(b) Required Contributions

- (1) By Employee - Required - 6 1/2% of Canada Pension Plan Earnings plus 7 1/2% of any earnings in excess of C.P.P. Earnings.

77/1  
75/1

(2) By Employer - Are at least equal to employees contributions.

(c) Voluntary - Additional Contributions

Members **may** make additional contributions to the fund. The accumulated value shall be used to increase **members'** benefits at retirement or earlier; death, disability or termination of employment.

(d) Normal Retirement Date

Effective January 2, 1983, a normal retirement pension will be provided to a member who retires:

- (1) at age 55, or  
(2) prior to age 55 if the member has completed at least 30 years of service.
- 50/ra 80/2*

NOTE: "Service" means the period during which a member has been employed by the City or by a municipality which became part of the City.

(e) Interest Credited to Contributions

The interest rate is determined by the Board. The current policy of interest rates to be credited on required contributions is determined by using a 5 year moving average of the Banks' true savings account. Interest credited to voluntary-additional contributions is based on net rate of return **realized** on fixed income investments.

(f) Normal Retirement

- (1) 1.4% of a member's average yearly **C.P.P.** Earnings during the 6 years in which his earnings were the highest (where these years are obtained from his last 10 years of service), plus
- 79/5*  
*87/162* (2) 2% of a **member's** average yearly earnings in excess of **C.P.P.** Earnings during the 6 years in which his earnings were the highest (where these years are obtained from his last 10 years of service).

For each year and part year of credited service completed after joining the pension plan.

- (3) During any periods during retirement that a member does not qualify for a pension from the **C.P.P.**, 2% shall be substituted for 1.4% in the calculation of the pension which he receives from the Plan.

NOTE: All references to credited service mean service after the effective date during which the employee contributed to this Plan, or received payment from Workers' Compensation, or received a disability pension from this Plan, or was in receipt of Weekly Indemnity benefits.

- (4) **Maximum** yearly earnings from this Plan are -

(a) \$1,143 X years of service not exceeding 35, or

(b) 70% of member's average yearly earnings in the 3 years of service in which his earnings were the highest.

WHICHEVER IS THE LESSER!

(5) Pensions are **increased** to offset as much as possible any increases in the cost-of-living after a member retires. The first increase is paid one year after retirement. *84/4*

(g) Disability Pensions *869/1*

(1) Eligibility - If a member has **been** partially or totally disabled for at least 26 weeks, he, or she may apply for a disability pension.

(2) Pension Payable - (i) If a member is totally disabled the pension is based on the pension earned or which could have been completed to age 65, in addition to benefits payable by C.P.P., W.C.B., U.I.C. or weekly Indemnity with a supplement as required. The minimum guarantee is 60% of the average salary in the 13 pay periods prior to becoming disabled. The maximum benefit is 85% of the average salary. Benefits increase in proportion to increases in the regular salary for the position.

(ii) Partial disability pension will be determined using the same method but will be reduced to reflect the reduced severity of the disability.

(iii) Period of Benefit

- If the member has at least 5 years of service, the pension is payable for as long as he continues to be disabled, or to age 65, whichever is shorter.
- If the member has less than 5 years of service, the pension is payable for as long as he is disabled or for 5 years, whichever is shorter.

(3) The Benefits Board shall decide eligibility for total or partial disability pension after consideration of medical evidence.

(4) If a member, before attaining age 65 is able to resume employment, his pension may be discontinued or reduced.

(5) If a member who is receiving a disability pension dies prior to age 65, his survivors shall be entitled to the same benefits as they would have received had he not become disabled.

- (6) A member who is in receipt of disability pension when he attains age 65 shall be deemed to have retired and shall be entitled to his normal pension for life.

(h) Death After Retirement 86/12

The spouse of a member who dies after retirement will receive a pension equal to 50% of the pension which the retired member was receiving from the Plan immediately prior to his death. The same pension will be paid to a dependent child or children if there is no spouse. If the member dies, leaving a spouse with a dependent child or children, the spouse shall receive the pension described above together with a supplementary payment equal to 20% of the pension payable to the spouse for each child up to a total of 50% of that pension.

(i) Method of Pension Payment

Pensions shall be paid in **bi-weekly** instalments with the first instalment due on the last day of the pay period following the pay period in which the member retires or is granted a disability pension.

(j) Death Prior to Retirement

- (1) If a member dies while in service of the City but before he has completed 5 years of service, his beneficiary or his estate shall be entitled to the value of his required contributions accumulated with interest.
- (2) If a member dies while in the service of the City but after he has completed 5 years of service, his survivors shall be entitled to the same benefits as provided in Section 7 of this outline.

(k) Termination of Employment

- (1) If a member has completed less than 5 years of service - refund of his required contributions with interest, as **determined** by the Board.
- (2) If a member has completed at least 5 years of service 86/12
- (i) A refund of his required contributions with interest, or
  - (ii) A paid-up pension payable at his earliest normal retirement date.
- (3) The paid-up pension is determined in accordance with the method described in Section 5.
- (4) If a member, to whom a paid-up pension has been granted, re-enters the service of the City, his paid-up pension is cancelled, and his prior years of credited service are added to his future years of credited service.

(1) General Provisions

- (1) A member may change his beneficiary by completing the form prescribed by the Board.
- (2) The assignment of any benefits under the Plan is not permitted other than the appointment of a beneficiary to receive any death benefits.
- (3) A member may elect a refund of the accumulated value of his additional contributions in lieu of the additional pension which otherwise could have been received.
- (4) A member or beneficiary entitled to a refund may elect to have the money transferred to a pension plan established for that person.
- (5) The Board has entered into a reciprocating arrangement for the purpose of maintaining the benefits of persons transferring to or from employment with the City and a public employer in Manitoba.
- (6) This Plan does not affect the City's right to discharge an employee, and an employee so discharged shall be entitled to the benefits provided in respect to service prior to the date of such discharge.
- (7) There shall be an actuarial valuation of the Pension Fund every three years. No change in the Plan shall be made until a report has been obtained from a qualified actuary.
- (8) The solvency of the Fund shall be guaranteed by the City. The Board on receipt of each actuarial valuation shall review this Plan with the City who shall have the right to vary any of the foregoing regulations or provisions in respect to service yet to be completed in order to maintain such solvency.
- (9) In no event will the total payments made to a member and his beneficiary be less than the value of his contributions with interest.

SECTION V

STANDARD CLAUSES

Except as otherwise provided herein, the following clauses shall apply to all classifications for which the Union is bargaining representative. Where there is a conflict between clauses in this section and in Sections VI to **X**, clauses in Sections VI to X shall govern.

1. VACATIONS

- (a) Employees vacations with pay shall be based on days worked in the year (**13** four-week periods) ending on or before March **20th** of the calendar year in which the vacation is to be taken. Each employee shall receive a vacation with pay on the basis of one seven and one half hour day for each sixteen days worked (as calculated in the preceding sentence) not exceeding **112½** hours vacation pay, except as provided in Paragraph **(b)** and also Clause **3**, Section VI.

For the purposes of calculating vacations and providing that the pay received by an employee in one year will not exceed **52** weeks, the following shall be considered as time worked:

- (1) Time lost while serving on committees dealing with the City on matters of direct concern to the Union and the City.
- (2) Time lost because of bona fide sickness, up to a maximum of sixty-five (**65**) working days in any vacation year. In the case of sickness, the City may require a medical certificate satisfactory to it.
- (3) Holidays to be observed, as defined in this Agreement.

Each employee while on vacation shall be paid on the same basis as if he remained at work, except for the **maximum** established in the first paragraph of this clause, with the following two exceptions:

- (1) Any **employee** temporarily promoted to fill vacation relief shall be paid for his vacation period at the rate of pay he was receiving prior to being used as relief for vacation.
- (2) Any employee whose classification is changed thirty (**30**) days or less before going on his vacation shall be paid the rate he was receiving prior to such change.

Vacations shall be taken according to seniority, by classification between the Sunday closest to January **1st**, and the Saturday closest to December **31st** for all classifications covered by this Agreement excluding the Treasury Branch which shall be taken between May **1st** and October **1st** unless otherwise arranged. Based on the **require-**

ments of the service, as many bus operators as possible will be permitted to take their vacation during the summer months.

Scheduling of bus operator vacation periods and the number allowed away in each period shall be determined by the Superintendent of Transportation, based on the requirements of the service. A copy of the proposed vacation schedule shall be forwarded to the Union Office at least fourteen (14) days before it is to be posted, to permit any necessary consultation between the Union and Management.

When an observed holiday falls within an hourly-rated employee's vacation period, he will receive an additional day's vacation or an additional day's vacation pay at the discretion of the Superintendent of the branch.

Weekly-rated employees shall be granted vacations on the same basis, except that vacations will be calculated at 1 1/4 days for each calendar month worked, not exceeding three calendar weeks except as provided in paragraph (b). When an observed holiday falls within a weekly-rated employee's vacation period, he will receive an additional day's vacation or an additional day's pay at the discretion of the Superintendent of the Section.

3/1

(b) Each employee who will complete **seven (7)** years service in the year in which vacation is to be taken shall be entitled to a fourth week of vacation in that year and yearly thereafter. Each employee who will complete **fifteen (15)** years service in the year in which vacation is to be taken shall be entitled to a fifth week of vacation in that year and yearly thereafter. Each employee who will complete **twenty-three (23)** years of service in the year in which vacation is to be taken shall be entitled to a sixth week of vacation in that year and yearly thereafter.

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6/23

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

**Effective December 21, 1986, employees on Workers' Compensation shall accrue vacation credits until such time as they have been off for 12 calendar months for any specific claim or recurrence within 6 calendar months of returning to work.**

Vacation pay for terminating employees will be pro-rated in accordance with **time** worked in the current vacation year.

2. HOLIDAYS TO BE OBSERVED

The following days will be observed holidays:  
**New Year's Day - Good Friday - Victoria Day - Canada Day - Civic Holiday - 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.

53/100

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

Hourly-rated employees who are laid off, or exercise their option of booking off, or where the holiday falls on a regular day off, will receive seven and one-half (7 1/2) hours pay, or their normal day's pay if their normal day's work is less than seven and one-half (7 1/2) hours. Except for employees who normally work less than seven and one-half (7 1/2) hours, employees who work on observed holidays will receive seven and one-half (7 1/2) hours pay plus time and one-half for all time worked, or on report, except that if time worked on the holiday, including time on report, exceeds seven and one-half (7 1/2) hours, they will be paid double time for all time in excess of seven and one-half (7 1/2) hours. Weekly-rated employees who work on these holidays will be paid, in addition to the regular weekly pay, time and one-half for the time so worked up to seven and one-half (7 1/2) hours - double time thereafter.

37e/8

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

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

**Effective December 21, 1986, in the event of an employee being eligible for payment for an observed holiday and at the same time receiving weekly **sickness** and accident insurance for that day, such payment from the City shall be limited to a make-up of the difference between the **Weekly Sickness Insurance** payments and the employee's regular rate of pay. This will ensure an employee on sick benefit receives a maximum of **100%** of his regular day's pay.**

An employee called <sup>4-6-10</sup> out when off duty on an observed holiday shall receive, in addition to **pay for** the observed holiday, not less than two hours and forty minutes pay at time and one-half unless called out less than two hours and forty minutes before his regular work day starts.



Bus operators must work on Christmas **Day** or New Year's **Day** if so required. On all other holidays a regular bus operator will not sign to work on the holiday if he would not have been scheduled to work had it not been a holiday. On all observed holidays with the exception of Christmas **Day** and New Year's **Day**, a number of senior bus operators (according to the number required) will have the option of working or booking off. A minimum of seven and one-half (7 1/2) hours shall be paid for each signed holiday run at the holiday rate.

3. SICK PAY - WEEKLY-RATED EMPLOYEES

All weekly-rated employees will be enrolled in the Weekly Sickness and Accident Insurance Plan. Employees who have accumulated sick pay credits based on the former weekly-rated employee sick pay plan, shall retain these credits including five (5) days for January to April, 1964, but they may be used only when an employee is losing pay when he is off sick and is not eligible for Weekly Sickness and Accident Insurance benefits.

Effective January 2nd, 1972, Farebox men who, at date of transfer to The Maintenance Branch, had accumulated sick pay credits, will be given credit for all such days. Effective December 30th, 1973, any accumulated sick pay credits outstanding at the **time** of retirement or death of an employee will be paid to that employee or his estate.

4. SENIORITY

All persons engaged **by** the City will **be** temporary employees on probation until they establish seniority, as hereinafter provided. Seniority will be established when an employee completes six months' continuous service, or eight months' service in a twelve month period in any one classification. Any employee engaged on construction work or other work where the employment is of a temporary character, will remain a temporary employee and will not establish seniority. Nothing in any section of this Agreement shall restrict the right of the City to release a probationary employee from service. 8/1180

An employee who has been laid off and not working for the City for a period of two years shall be sent a letter by registered mail with a copy to the Union asking if he wished to retain his seniority and advising him that his name will be taken off the seniority list or lists if the City does not receive, within sixty (60) days of the date of that letter, by registered mail to the Director of Personnel a request that his name be kept on the seniority list. If such reply is received, his name will be retained on the seniority list, otherwise it will be deleted from the seniority list sixty (60) days after the City **mils** the registered letter to him. This procedure will be followed at two year intervals until the laid-off employee is **re-employed**, or wishes to have his name removed from the seniority list, or fails to reply to the registered letter from the City. 29/98

5. HOURS OF WORK AND OVERTIME PAY

This clause does not apply to bus operators whose hours of work and overtime pay are governed by Section VI of this Agreement.

Seven and one-half (7 1/2) hours shall constitute a day's work, and thirty-seven and one-half (37 1/2) hours shall constitute a week's work, except for variations required by change of shifts or as mutually agreed. 3413730

All **time** worked over and above a regular day's work shall be paid for **at time** and one-half for the first four (4) hours and double time thereafter. A "regular day's work" is the number of **working** hours specified for the particular employee for that day. 31814

Double-time will be paid to employees for all **time** worked on their day off. 37<00

An employee's working day, or day off, as the case may be, constitutes the 24 hour period commencing 8 hours preceding the beginning of his regular shift and ending 16 hours after the beginning of his regular shift.

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

Any employee called out when off duty shall receive not less than two hours and forty minutes pay at time and one-half unless called out less than two hours and forty minutes before his regular work day starts.

No overtime shall be paid on overtime.

All **time** worked on a holiday observed by the City shall be paid for at the rates provided in Clause two, Section V of this Agreement.

All shifts shall be a straight seven and one-half (7 1/2) hours with twenty (20) minutes allowed for lunch in the middle of the shift as near possible on any shift designated as a day shift and thirty minutes on any shift designated as a night shift.

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

Only men needed to maintain service shall be required to work on Saturdays and Sundays.

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

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

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

Any employee having to work two (2) hours or more overtime before his regular shift will be paid three dollars (\$3.00) for a meal and two dollars (\$2.00) towards a meal each succeeding four (4) hours, up to his regular shift starting time.

39A/030  
B/020

Any employee having to work two (2) hours or more overtime after his regular shift will be paid three dollars (\$3.00) for a meal and two dollars (\$2.00) towards a meal each succeeding four (4) hours of overtime.

6. NIGHT SHIFT PREMIUM

The City agrees to pay a premium of forty cents (40¢) per hour (effective December 21, 1986 seventy-five cents (75¢) per hour) to employees of the Maintenance, Treasury, Stores and Electrical and Communications Branches, other than Office Cleaners and Senior Cleaner, for all time worked from 3:29 p.m. To 7:29 a.m. The night shift premium shall not be paid where work is being compensated on an overtime basis.

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7. PROMOTION

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

27/A

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

If, during a trial period of ninety (90) days, an employee promoted from a lower class to a higher class proves unsatisfactory in the higher class, he shall revert to his previous position and resume his seniority in that class. In the event that any man is deemed unsatisfactory during the ninety (90) days trial period, the City agrees to inform the Union and give them the opportunity to discuss its reasons before the employee reverts to his previous position.

A promoted or transferred employee shall have the right to return to his former position during the ninety (90) day trial period provided that he remains in his new position until such time as a suitable replacement is found.

The City and the Union agree to recognize four distinct Sub-sections in the Maintenance Section seniority list, namely the Bus Maintenance Sub-section, the Building Services Sub-section, the Loop and Bus Stop Sub-section and the Stores Sub-section, and further agree that Motor Bus Utility Men and General Helpers are included in the Bus Maintenance Sub-section with the exception of the General Helper in the Building Services Sub-section.

As stipulated **in** the Agreement all vacancies in the Maintenance Section whether temporary or permanent will be bulletined within 30 days and the City **may** fill the positions by appointment during the 30 day period. However, no employee by reason of a temporary appointment shall gain an advantage over any other employee when applications are considered for bulletined positions. 21/6

Employees who have established seniority in a classification in, and are working in the recognised Sub-section, will **be** given first consideration in filling temporary or permanent vacancies in those Sub-sections based on seniority with efficiency. If no applications are received from employees in the Sub-section employees applying from other Sub-sections who have established seniority will be considered on the basis of seniority with efficiency in their present classifications.

In the event that no employees with established seniority apply for bulletined positions in the Maintenance Section, **employees** working in the Maintenance Section who have no established seniority in any classification will be given preference on the basis of Company starting date and efficiency.

When no suitable applicants can be appointed from within the Maintenance Sub-sections, applications from employees in all other classifications covered by this Agreement for a temporary or permanent position shall be considered on the **basis** of seniority with efficiency. Bus Operators shall be given consideration for temporary positions subject to manpower requirements in the Transportation Section.

8. BULLETINING VACANCIES 21/6

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

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

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

9. REDUCTION OF STAFF THROUGH LAY OFF

When men are laid off because of slack work, employees who have not established seniority shall **be** laid off first, efficiency prevailing.

On further reduction, employees will be laid off in classifications on a seniority basis allowing the employees to work in other classifications where they have established seniority. 21/6

After six months' continuous employment, no charge of inefficiency shall be used to retain the services of a junior man over those of a senior man in the same classification in case of reduction of staff.

All employees with established seniority shall be given two full working days' notice prior to being laid off on account of reduction of staff. *28/00*

When the City desires more men, the men laid off shall be taken back according to seniority, provided that such men have six months' service or more. *27/0*

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

NOTICE OF RESIGNATION

Upon resigning, an employee shall give at least two full working days notice to the City and shall not be entitled to receive his final pay until two full working days after he has given notice.

10. TECHNOLOGICAL CHANGE

A minimum of ninety (90) days before the introduction of any technological change or methods of operation which affect the conditions of employment, wage rates, or work loads, the City shall notify the Union of the proposed change. Any such changes shall be the subject of discussion between the Union and the City. Insofar as is practical and possible, no permanent employee shall be dismissed by the City because of mechanization or technological change providing he has availed himself of the City's retraining program as soon as such retraining program is available. An employee who is displaced will be given the opportunity to fill other vacancies related to his skills and qualifications according to his seniority. No additional employees shall be hired by the City on a permanent basis until those employees concerned are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge and skills required for retention of their employment. *22/ADH*

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

11. GRIEVANCES

- a) Should any employee to this agreement believe he has been unjustly dealt with or that any provisions of the agreement have been violated, he shall proceed with his grievance in the following manner:

Step

Within 5 working days of the occurrence in question or the consequences of the event in question the employee(s) shall, with the assistance of a representative of the Union, if he so **desires**, take up the matter with the Superintendent or Head of the Section, who shall render his decision within 5 working days.

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's President/Business Agent shall within seven (7) working days submit the matter to the Manager of Transit Operations or the Senior Administrator if the Treasury Branch is involved, and the matter shall be considered by the Union's Grievance Committee and such persons as may be appointed by the Director of Transit or the Senior Administrator in charge of the Treasury Branch and a decision shall be rendered within a further seven (7) working days.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union shall within 10 working days of the decision, appeal the decision of the Branch Head to the Director of Transit or the City Treasurer if the Treasury Branch is involved, for a decision: within ten (10) working days.

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may appeal in writing within ten (10) working days to the Board of Commissioners who shall render a written **decision** within ten (10) working days.

Step 5

- a) Failing satisfactory settlement being reached in Step 4, the Union may make a further appeal in writing within 10 working days to City Council or any standing Committee so designated by City Council, who shall render a written decision within 10 working days.
- b) In the case of a departmental recommendation for discharge, the employee concerned and the union shall be **advised in** writing of the time and the place that the matter will be dealt with by the Board of Commissioners.

The employee concerned and/or the union on his behalf shall be given the opportunity to make representation to the Board of Commissioners at the time specified above provided they indicate in writing their desire to appear.

b) cont'd

If not satisfactorily resolved at this level, a further appeal by the Union Grievance Committee **may** be made to City Council or any standing committee so designated by City Council.

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

**No** report complaining of the conduct of an employee shall be recognised by the City as affecting the record of such employee unless proven after full enquiry, the employee being notified accordingly.

- c) Failing satisfactory resolve of any grievance at the level of City Council, or designated Committee, the Union, shall within 30 working days from the date of the decision of City Council or Standing Committee, refer the grievance to arbitration.
- d) A maximum of three members of the Grievance Committee excepting the President/Business Agent and the Financial Secretary Treasurer who **meet** with the Board of Commissioners, City Council or any Standing Committee so designated by City Council, on a grieved issue shall not suffer loss of pay if the **meeting** is held during their assigned working hours.

12. ARBITRATION

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.

Arbitration shall consist of a single arbitrator.

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

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

13. REFERENCES

Any employee leaving the service of the City for any cause, shall, upon application, be furnished with a reference as to length of service, and ability while in the City's service.

14. LEAVE OF ABSENCE

(a) Leaves-of-absence may be granted only for compassionate or other very special reasons. Generally speaking, employees will not be granted leave to take other work or go into business for themselves.

62/14

(b) Reasonable leave-of-absence without loss of seniority may be granted to employees on application to their Superintendent. An "Authority for Leave" form shall be issued in **quadruplicate**, one copy being given to the employee and one to the Union, which will state conditions under which leave is granted. **Any** leave of over thirty (30) days shall be approved by the Branch Head. Where possible, such requests for extended leave shall be sent to the Union at least three (3) days before effective date to permit discussion of the terms of leave.

(c) Any employee who is elected to the School Board, City Council, Provincial or Federal Legislature or Government Board, or elected or appointed to office of the Union or the headquarters of the Organisation with which the Union is affiliated, which requires his absence from the City's employ, shall during such leave-of-absence retain his seniority and may, upon completion of such duties, return to the City's employ.

6315/4

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

632/4

(e) An employee may accept employment with the City in a **position outside the scope of this Agreement** for a period of six consecutive months without forfeiting his seniority and may return to his classification any time within the six 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.**



(f) Each employee will be granted, without loss of pay, three (3) working days' leave-of-absence in the event of a death in his or her immediate family. Immediate family will be construed to mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, step-mother, step-father, daughter-in-law, son-in-law, employee's grandparents and grandchildren. **Upon notification of the death, if the employee is able to attend the funeral, the 3 days shall be taken at the time the funeral is scheduled. If the employee is unable to attend the funeral because of distance to travel or other reasons beyond his control, the employee shall start his 3 day leave of absence beginning the next working day after notification of the death.**

6/2/11

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

(h) Maternity Leave

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

(ii) The maternity leave shall consist of a <sup>58A 020</sup>period, not exceeding twenty (20) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned **above**, or a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

(iii) The maternity leave granted shall commence no earlier than fourteen (14) weeks preceding the estimated date of delivery and shall terminate no later than twenty (20) weeks following the actual date of delivery.

(iv) Maternity leave shall **be** considered as leave of absence without pay.

(v) The employee returning to work after maternity leave shall provide the City with at least two week's notice prior to the date of returning to work. On return from maternity leave, the employee will be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of her departure.

65/1

(vi) The City may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.

547/992

15. TRANSPORTATION

Employees covered by this Agreement shall be supplied with transportation on all routes of The City of Winnipeg Transit System.

16. TIME OF PAYING WAGES

Wages of employees covered by this Agreement shall be paid every two weeks. Pay day shall be every second Thursday for bus operators; the alternate Thursdays for employees of the Maintenance Sections. Employees on office payrolls shall be paid every second Friday. Night employees other than bus operators shall be paid on the night preceding pay day.

Bus operators may sign to receive their pay cheques at a designated garage on pay day only. If they do not designate a **garage**, cheques will be mailed to their home address on the Tuesday prior to the regular pay day. Employees other than bus operators may arrange to have their cheques mailed to their home address by contacting their Branch Office.

Vacation pay cheques will be available from the Treasury Office in City Hall, Administration Building, provided an application for pay has been completed at least fourteen (14) days prior to the date of vacation. Forms are available from the Supervisor of Finance, Transit Office.

17. AGREEMENTS

Wherever possible, the City will place a copy of this Agreement in a conspicuous place in the Branch, easily accessible to all employees.

18. LICENSES

The basic license fee and the cost of any medical examinations required by the Province of Manitoba Motor Vehicle Branch or by the City of Winnipeg will be paid for by the City for all employees who are required to move City vehicles.

19. JURY OR COURT WITNESS DUTY

The City will grant a leave of absence with pay and without loss of seniority to an employee who is required to appear for jury selection

or to serve as a juror or as a witness in any court proceeding. The employee will turn over to the City the payments he receives for such service excluding payments for travelling, meals, or other expenses. The employee will present proof of service and payment received. Where an employee is required to attend on his day off, he shall retain any payment or fees for that day. *635C/1*

20. OCCURRENCE REPORT PAY

For all accident, occurrence, or witness reports required to be made by men working at, pulling out or into a garage where and when reports are accepted, a payment of 30 minutes per report will be made; in all other cases there will be a payment in total of 90 minutes per report.

In instances when multiple reports are made, the first report will be paid the applicable rate and all other reports will be paid for at 30 minutes per report.

This payment will be made only if the report is completed within 24 hours or the first day the Transit Office is open following the accident or if he is later asked to complete a report on a matter of which he has no knowledge.

21. INTERVIEW PAY

Employees called in for personal interviews outside of normal working hours by a **manager, or his designate, in the Transit Department, Claims and Insurance Branch or Treasury Branch**, shall be paid for all **time** spent in his office beyond the time set for the interview. A minimum payment of 15 minutes at the employees regular rate will apply in all **cases**.

22. TOOL ALLOWANCE

Employees of the Maintenance Section 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 months previous to such payment. If for any reason an employee does not work the full twelve months, payment will be made in accordance with the **time** worked during that year, to the nearest monthly period.

The following is a list of classifications of employees eligible for a tool allowance in the amount of **\$80.00 (\$120.00 effective 1987)**:

Auto Mechanic, **\*Auto Mechanic Apprentice, Bodyman, Body Repairman, Dynamometer Operator, Industrial Mechanic, \*\*Sheet Metal Worker, Treasury Technician.**

The following is a list of classifications of employees eligible for a tool allowance in the amount of **\$70.00 (\$105.00 effective 1987)**:

Machinist, Mechanic's Helper.

- \* 1986 rate for Auto Mechanic Apprentice is \$70.00; 1987 rate is \$120.00.
- \*\* 1986 rate for Sheet Metal Worker is \$60.00; 1987 rate is \$120.00

The following is a list of classifications of employees eligible for a tool allowance in the amount of **\$60.00 (\$90.00 effective 1987)**:

Brakeman, **Wireman**, Wireman's Helper, Radiator-man, Carpenter, Armature Winder.

The following is a list of classifications of employees eligible for a tool allowance of **\$50.00 (\$75.00 effective 1987)**:

Heating and Air Conditioning Technician, Upholsterer, Revenue Equipment Maintainer, Electrician, Drillman.

The following is a list of classifications of employees eligible for a tool allowance in the amount of **\$20.00 (\$30.00 effective 1987)**:

Blacksmith, Welder.

*25/14*

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

22. SENIOR LABOUR MANAGEMENT COMMITTEE

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

23. WORKERS COMPENSATION

Effective Pay Period #1, 1987, for all new Compensation claims for loss of wages that are approved by the Workers' Compensation Board on account of injury to an employee, the employee shall be allowed Compensation as follows in (a) and/or (b).

Exception: All current claims being Paid on account of injury to an employee shall continue up to the beginning of Pay Period #3, 1987, but thereafter the employee shall be paid as follows in (a) and/or (b).

(a) During the time he is totally incapacitated, to the extent of the Workers' Compensation Board benefits.

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

*delete 76/B and add 12.7*

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

(c) Injured employees must make themselves available for light duties as soon as they are medically able in accordance with Workers' Compensation procedures.

(d) The following Welfare Plans shall remain in effect while an employee is off on Workers' Compensation:

- Group Life Insurance
- Weekly Sickness and Accident Insurance
- Blue Cross Insurance Coverage
- Dental Plan
- Pension Plan.

70K  
999.

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

Long Service Pay and payment in lieu of rest breaks shall be prorated on the basis of time worked. S2/B

24. EXACT FARE

It is mutually agreed that the exact fare plan will be continued but that it shall be subject to review at the request of either party.

25. COLLECTIVE AGREEMENT JOINT NEGOTIATIONS - PAY

The City agrees to reimburse the Union-for lost wages of union members involved in collective agreement joint negotiations to a maximum total of 100 hours per collective agreement. 630/23.

26. Long Service Pay

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

- \$ 5/month after 5 years service
- \$10/month after 10 years service
- \$15/month after 15 years service
- \$20/month after 20 years service
- \$25/month after 25 years service
- \$30/month after 30 years service S2/B

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

SECTION VI

BUS OPERATORS - SPECIAL CLAUSES

1. BUS OPERATORS' PREMIUMS

Bus operators will receive in addition to the hourly rate shown in the schedule of rates the following:

For **time** worked on Sunday

*47/102500*

One-quarter **time**

For training new employees (route training)

5% of hourly rate

Spread **time** for **time** worked on crews, (as shown on assignment sheets) will be paid for according to the following schedule:

Spread : 10:01 - 10:30

25¢ per day

10:31 - 30¢ per day	11:01 - 60¢ per day	11:31 - \$1.20 per day
10:32 - 31¢ per day	11:02 - 62¢ per day	11:32 - \$1.24 per day
10:33 - 32¢ per day	11:03 - 64¢ per day	11:33 - \$1.28 per day
10:34 - 33¢ per day	11:04 - 66¢ per day	11:34 - \$1.32 per day
10:35 - 34¢ per day	11:05 - 68¢ per day	11:35 - \$1.36 per day
10:36 - 35¢ per day	11:06 - 70¢ per day	11:36 - \$1.40 per day
10:37 - 36¢ per day	11:07 - 72¢ per day	11:37 - \$1.44 per day
10:38 - 37¢ per day	11:08 - 74¢ per day	11:38 - \$1.48 per day
10:39 - 38¢ per day	11:09 - 76¢ per day	11:39 - \$1.52 per day
10:40 - 39¢ per day	11:10 - 78¢ per day	11:40 - \$1.56 per day
10:41 - 40¢ per day	11:11 - 80¢ per day	11:41 - \$1.60 per day
10:42 - 41¢ per day	11:12 - 82¢ per day	11:42 - \$1.64 per day
10:43 - 42¢ per day	11:13 - 84¢ per day	11:43 - \$1.68 per day
10:44 - 43¢ per day	11:14 - 86¢ per day	11:44 - \$1.72 per day
10:45 - 44¢ per day	11:15 - 88¢ per day	11:45 - \$1.76 per day
10:46 - 45¢ per day	11:16 - 90¢ per day	11:46 - \$1.80 per day
10:47 - 46¢ per day	11:17 - 92¢ per day	11:47 - \$1.84 per day
10:48 - 47¢ per day	11:18 - 94¢ per day	11:48 - \$1.88 per day
10:49 - 48¢ per day	11:19 - 96¢ per day	11:49 - \$1.92 per day
10:50 - 49¢ per day	11:20 - 98¢ per day	11:50 - \$1.96 per day
10:51 - 50¢ per day	11:21 - \$1.00 per day	11:51 - \$2.00 per day
10:52 - 51¢ per day	11:22 - \$1.02 per day	11:52 - \$2.04 per day
10:53 - 52¢ per day	11:23 - \$1.04 per day	11:53 - \$2.08 per day
10:54 - 53¢ per day	11:24 - \$1.06 per day	11:54 - \$2.12 per day
10:55 - 54¢ per day	11:25 - \$1.08 per day	11:55 - \$2.16 per day
10:56 - 55¢ per day	11:26 - \$1.10 per day	11:56 - \$2.20 per day
10:57 - 56¢ per day	11:27 - \$1.12 per day	11:57 - \$2.24 per day
10:58 - 57¢ per day	11:28 - \$1.14 per day	11:58 - \$2.28 per day
10:59 - 58¢ per day	11:29 - \$1.16 per day	11:59 - \$2.32 per day
11:00 - 59¢ per day	11:30 - \$1.18 per day	12:00 - \$2.36 per day

Spread premium will be paid to all bus operators as contained in premium schedule for all work made up of several pieces. This shall not include "special" crews. Time spent on report shall not be included in the calculation of spread premium for spare men.

2. OVERTIME PAY

- (a) Overtime pay at the rate of time and one-half for the first four (4) hours and double time thereafter will be paid to bus operators on regular and special crews as follows:
- (1) For all **time** worked in excess of eight (8) hours, platform and reporting time in the day. *3 1/4*
  - (2) For all time worked by a regular bus operator in addition to his regular or special crew. *3 1/4*
  - (3) A minimum of two hours at straight time will be paid to all men called from any place away from the Transit System premises before reporting for work or after completion of their regular crews.
  - (4) All **overtime** in regular crews shall be specified on sign-up sheets.
- (b) Double time will be paid to all bus operators who work on their days off.
- (c) Overtime pay at the rate of **time** and one-half for the first four (4) hours and double **time** thereafter will be paid to sparemen as follows:
- (1) For all **time** worked in any one day in excess of 8 1/2 hours. This will include platform **time**, reporting **time** and all other **time** worked. When a **spareman** works a regular crew (except when he is vacation crew), which includes overtime he will be paid for all **time** so worked in the crew at straight **time**.
  - (2) Sparemen who work on their weekly days off will be **compensated** at double **time**.
- (d) (1) Notwithstanding the above sections of this clause, no overtime premium will be paid for any time worked on a holiday named in the General Agreement, but all time so worked shall be paid for at the rate provided in Section V, Clause 2 of this Agreement.

(2) Travelling time and box time shall not be included with platform **time** in the calculation of daily overtime.

2/2

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

3. VACATION PAY

Vacation pay for regular bus operators shall be equivalent to the straight time value of his crews. Overtime and spread time premiums will not be included in the calculation of vacation pay.

**Sparemen** and terminating employees shall receive vacation pay on the basis outlined in Section V, Clause 1.

4. GUARANTEED WAGE PAYMENTS TO SPAREMEN

The City guarantees each **spareman** 75 hours pay for each two week pay period provided he reports for work at his assigned time five (5) days a week and carries out the duties assigned to him. 24/2

This guarantee includes platform time, reporting and putting away time, and all other time paid for including the payment for time spent on report. **Sparemen** will receive 1/2 time for all time spent on report.

For each day that a **spareman** fails to report to work on time or fails to accept any work offered, his **bi-weekly** guarantee will be reduced by one tenth,

Provided that:

- a) the work offered includes at least the minimum day in effect or
- b) the work offered together with work the **spareman** has already done would equal the minimum day in effect.

When a **spareman** is required to work more than eight and one half (8 1/2) hours in a day all pay over eight and one half (8 1/2) hours shall be over and above the guarantee. Except under emergency conditions **sparemen** will not be required to work more than ten (10) hours in any one day. Time worked will include platform time, reporting and putting away time, and half the time spent on report.

5. INSTRUCTION

Bus operators will be notified by the Instruction Section of the time and date they will report for bus instruction.



Seniority will prevail as much as possible when bus operators are called for instruction.

Effective December 21, 1986, while taking his initial training and subsequent training taken in his first **twelve** months as a bus operator, an employee will be paid **65%** of the first **twelve** month hourly rate he is receiving at that time. After **twelve** months service, he will be paid **90%** of his hourly rate for a subsequent retraining which may be required to correct deficiencies in his performance on the job. Training required which is not related to inadequate performance will be **compensated** at **100%** of his hourly rate.

25/A1

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

At each **signup**, the last two (2) day crews and the last two (2) night crews will not be signed on, but will be reserved for further training of new employees after the completion of their preliminary training. It is understood, that no trainee will hold such a crew for more than one (1) week.

6. SPECIAL PAYMENTS

(a) Reporting Time - Pay

Bus operators booked on runs scheduled out of the Garage shall be required to report for duty at the Garage ten minutes before the scheduled leaving time. Such time is to be known as "Reporting Time" and is to be paid for at the regular rates in addition to platform time.

48/A1 ex

(b) Putting Away Time - Pay

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

(c) Travelling Time - Pay

A bus operator who works a straight shift which had different finishing and commencement points shall receive travel time equal to the week day base period scheduled running **time** between the finish and commencement points, less 10 minutes. A bus operator who works a split-shift shall receive travel time equal to the week-day base period scheduled running time, less 10 minutes, for each piece which has different finish and commencement points.

(d) Reports Not connected with own Bus - Pay

Any bus operator asked to make a special trip to the office, on his own time, to make a report relating to matters which occurred when he was off duty will be paid a minimum of two hours at his regular rate.

(e) Sign-up - Pay

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

(f) Lay-over Time - Pay

Bus operators operating to special events such as Stadium, Arena, Race Track, etc., where they are required to lay-over, will be paid full-time for all such lay-over time. This includes charters operating to these events.

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

(h) Out-of-city Charters with a total time of less than seven and one-half (7 1/2) hours which can be tied with either an a.m. Or p.m. Peak hour special will be paid as per **VI-6(g)** above.

7. UNIFORMS

Each bus operator will be provided with a regulation uniform issue as provided for in paragraph "B" of this clause once each calendar year by May 1st or as soon thereafter as possible. Bus operators entering the service will pay half the cost of the first uniforms; all uniforms issued thereafter shall be provided free-of-charge, except that any bus operator who leaves the service of the City of his own accord, shall have deducted from his pay one-half the cost of the uniform less five dollars (\$5.00) for each month he has had the uniform for ten (10) months or more.

All special uniform buttons shall be turned in.

"A" If requested bus operators will be provided with a summer cap with extra cloth band each year.

"B" Effective in 1983 bus operators uniform issue will consist of two (2) pair of trousers only, (operator will have option of winter or summer weight).

The 1984 issue will be a tunic plus two (2) pair of trousers (option of winter or summer weight).

Issue will rotate each subsequent year thereafter.

"C" Bus operators will receive a maximum of three (3) shirts each year, of similar quality as those issued Winnipeg Fire Department in 1982 at no cost to the employee. The employee has the option of either short or long sleeves and may purchase additional shirts for what they cost the City.

"D" Bus operators will receive a maximum of two (2) uniform ties per year, dark blue in color.

"E" All bus operators will be issued without charge a uniform winter coat and a light top coat every five years with an optional winter hat (similar to the Transit Supervisors hat) every five years with issue of winter coat. Effective with 1983 issue winter coats will be dark blue in color.

"F" Firm dates will be established and publicized for bus operators to submit orders for all uniform requisitions to suppliers. Failure to do so will result in their orders being held for the next year's issue.

Any bus operator who leaves the service of his own accord may return the coats or keep them and pay the cost of them less \$1.50 per month for the time each of them has been in his possession.

The wearing of uniforms caps by bus operators will be optional at all times while in uniform. During the summer months bus operators will be permitted to remove their coats or vests while on duty if they so desire, provided they wear a tie, uniform shirt and belt or matching braces.

All wearing apparel considered to be part of a bus operator's uniform shall bear a Union label and be purchased from a Union Shop.

An operator shall have the option of removing his tie during the period of May 1st to September 30th providing he is wearing a short sleeve uniform shirt and is not wearing a jacket. Management shall have the option of expanding the time period if warranted by weather conditions.

8. VACATION TIME - LONG SERVICE EMPLOYEES

Taking into consideration the requirements of the service, long service employees entitled to more than two weeks' vacation will be permitted to take the time in excess of two weeks at a time mutually agreeable to the City and the Union.

9. (I) CREW SPECIFICATIONS

1. Weekday Day Crew

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

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

2. The normal working day shall conform as nearly as possible to 7 1/2 hours with a minimum working day of 7 1/2 hours and a maximum work day of 8 hours. The foregoing may be varied by mutual agreement, between the union and management.

3. Weekday crew assignments

- regular crews
- not less than 30% of day crews will be straight shifts
- not less than 40% of night crews will be straight shifts
- not more than 5% of all crews will be three shifts
- not less than 60% of all crews will be completed within 10 hours
- maximum spread 12 hours
- all regular crews to start and finish at same garage or on street relief
- spread premium as in Section VI, clause 1, up to 12 hour maximum

4. Saturday Crews

- not less than 50% of all crews will be straight shifts
- not less than 80% of all crews will be completed within 10 hours
- all regular crews will be straight or two shift crews

5. Sunday Crews

- all shifts will be straight or two shift crews - not less than 85% of all crews will be straight shifts
- value of crews shall be from 5 hours and 50 minutes to 6 hours and 30 minutes
- Maximum spread 8 1/2 hours

6. Special Crews
- (a) Weekday only
  - (b) Spread time 12 to 13 hours
  - (c) Made up of two pieces of work
  - (d) Hours of work 6 1/4 to 6 3/4 hours including any report or pull in time with 3/4 of an hour to 1 1/4 hours guarantee to give 7 1/2 hours pay per day
  - (e) No spread premium in effect
  - (f) All pieces of a special crew must start and finish at the same garage.

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

In crew making, the following definitions shall apply:

"Platform Time" - Actual running time on buses either:

- (1) From time bus leaves Garage until bus operator is relieved; or
- (2) From time bus operator takes bus on relief until bus completed its run, arriving at the Garage; or
- (3) From time at which bus operator takes bus on relief until he leaves bus on relief.

"Guaranteed Time" - The time necessary to be added to the total Platform Time, Reporting Time and Putting Away Time on regular or special crews to equal the minimum day in effect.

Regular bus operators shall work a five-day week of approximately thirty-seven and one-half (37 1/2) hours. Any bus operator finishing work of one day, will have eight (8) hours off before the start of another day's work.

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 (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 day, will have eight (8) hours off before the start of another day's work.

**Bus Operators will be assigned to the sparemen's day off group system immediately upon completion of their instruction crews.**

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

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

10. MOTOR AND TROLLEY BUS OPERATION

All qualified bus operators on the seniority list shall have the ~~prispare-board at all up~~ on bus crews or on the <sup>1</sup> general sign-ups. Chartered or special runs shall be given to sparemen according to seniority.

11. SENIORITY

A bus operator shall have the opportunity of exercising preference of crews, and in order of lay-off in case of reductions of staff, in accordance with the date on which he receives his badge.

It is agreed that ordinarily not more than three months shall elapse between the dates on which all crews, including change-off men and relief men, are posted for iselection according to seniority of bus operators, but when this is not possible the City may extend the time between sign-ups to not more than four months, it being understood that there will be at least four general sign-ups per year.

Bus operators who sign on Night Assignment Sheets during the week must also sign on Saturday, Sunday and Holiday Night Assignment Sheets. They will not be permitted to sign days on weekends and Statutory Holidays. Similarly/ bus operators who sign on Day Assignment Sheets during the week must also sign on Saturday, Sunday and Holiday Day Assignment Sheets.

Sparemen who sign or are assigned to day work will remain a day man for the duration of that change and a night man will remain a night man for the duration of the change except when an imbalance between the day and night spare operators and day and night work is created, the timekeepers shall have the right to re-assign up to a maximum of the ten most junior spare operators to days or nights at the beginning of any week provided that, in any case no employee will be required to report to work without a minimum of eight hours off.

Sparemen who sign in "X" group will not be eligible to sign on vacation runs.

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

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

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

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

Any alteration of hours of a bus operator's regular **or** special crew must be by mutual consent between the operator, Union and Management. This also to apply to swing operators.

12. PROMOTION

If an employee who has three years' service as a bus operator is promoted to the position of Assistant Timekeeper, Timekeeper, Supervisor, or Instructor, **he** shall, if promoted immediately after he has been operating as a bus operator, retain his 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.**

13. EQUIPMENT OF BUSES

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

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

14. MISCELLANEOUS

(a) Sign-up - Five days before a schedule General change is to be signed, it is to be posted on the sign-up board in each Garage and a copy is to be furnished to and kept by the Union.

(b) Backing Buses - **No** employee shall be required to back up a bus at the Garage without having a man guard the rear. Should it be necessary to back a bus in service and an accident results, the man shall not be **penalized** unless proven negligent.

(c) Maximum Hours of Work - Except in cases of emergency, such as storms or extraordinary traffic, no bus operator shall be compelled to work more than five times the value of his crew in any one week.

(d) Watches - Each bus operator shall provide himself with a reliable watch which, in the opinion of the Superintendent of Transportation, is suitable for transit service.. Each bus operator will be held responsible for the accuracy of his watch and a faulty watch will not be accepted as a reason for non-adherence of schedule service.

(e) Convenience for Bus Operators - The City will provide comfort stations or access to facilities on all routes. Location of comfort stations on each route shall be placed with the corresponding run cards for each route. Rest room facilities will be made available in the vicinity of Portage and Main.

15. VACATION SIGN-UP

At an agreed time sparemen will have the right to sign on vacation crews where all crews of bus operators going on vacation will be posted for selection. Sparemen who exercise this right will assume for the period of that vacation that operator's seniority status on whose crew he signs, together with all conditions relative to that man's normal duties.

16. FRONT AREA OF BUSES

A line of contrasting color shall be placed on the ceiling of all buses between the stanchion at the rear inner corner of the operator's compartment and the stanchion at the rear of the inner corner of the front stepwell extended downward at the rearmost corner of the operator's compartment to the floor. The operator shall have full and sole control over the number of passengers allowed to stand ahead of this line.

The following sign shall be placed at the front of each bus,  
"Passengers are required to move behind the  
Yellow line on request/."

It is the responsibility of/ every operator to encourage passengers. to move towards the rear of the bus.



SECTION VII

TICKET SELLERS, FAREBOX CHECKERS, AND  
FAREBOX HANDLERS SPECIAL CLAUSES

1. UNIFORMS

Ticket Sellers and **Farebox Checkers** shall be provided with a pair of uniform trousers and three uniform shirts per year. These employees will be required to wear uniform shirts at all **times** while on duty.

**Farebox** Handlers will be provided with a glove allowance of **\$30.00** per year.

**Farebox** Handlers shall be provided with smocks as required and a parka allowance of **\$30.00** per year.

2. HOURS OF WORK AND OVERTIME PAY

The hours of work shall be seven and one-half (7 1/2) hours for **Farebox Checkers** and **Farebox** Handlers and seven and one quarter (7 1/4) hours for Ticket Sellers; including fifteen minutes taking over **time** and fifteen minutes balancing **time**. Ticket Sellers, **Farebox Checkers** and **Farebox** Handlers shall work a five-day week, with two consecutive days off, where possible.

3. VACATION LISTS

Vacation lists and special sign-ups for statutory holidays will be presented to Ticket Sellers and **Farebox** Handlers for signing on a seniority basis, at least two months in advance.

Employees entitled to more than two weeks vacation will sign for the time in excess of two weeks in one week periods which will be provided outside the months of July and August.

4. SIGN-UPS

Not later than May 1st and November 1st in each year and whenever a change of shifts is required, there shall be a sign-up when Ticket Sellers and/or **Farebox** Handlers will choose their shifts in order of seniority.

SECTION VIII

MAINTENANCE SECTION

1. SIGN-UPS

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

General Helper (not including 3 General Helpers in the Building Services Sub-section)

Auto Mechanic

Auto Mechanic Helper

Motor Bus Utilityman

2. APPRENTICES

An apprentice shall be a person employed by the City who is being trained to qualify as journeyman in the trade to which he is indentured.

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, Blacksmiths, and **any** other apprentices who may be employed in a trade not designated under the Apprenticeship Act, 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) Machinists' Apprentices and one (1) Welder's or Blacksmith's Apprentice.

Upon completing his apprenticeship, an apprentice shall be given two years' seniority in his trade.

An apprentice shall supply **and** pay for tools required for his trade.

Present Automotive **Apprentices** shall continue to be governed by the clause on Apprentice **training** in the Agreement dated October 30th, 1952.

The Apprenticeship Training Program will consider credits earned by a new employee through **indentureship** with another employer prior to his employment with The City of **Winnipeg** Transit System. Ultimate "A" mechanic seniority, however, **will** relate directly to his service date with the City of Winnipeg **Transit** System so that he 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.

Upon completing his apprenticeship, the employee will attain "**A**" mechanic status and will be given all the rights and privileges thereof.

3. TRAINING PROGRAMME

A training program to enable promotion to journeyman status from within the Maintenance Section shall be offered to employees of the Section when the City decides that promotion from within is possible. The program shall be offered on the following basis.

- (a) Positions will be bulletined in the Maintenance Section for all interested employees.
- (b) Employees may qualify for the training program after completing four years as a journeyman helper. Credits of up to four years may be granted to an employee with related experience. The years and months of credit granted to an employee shall be determined by the Superintendent of Maintenance after consultation with the Union.
- (c) Employees who qualify for the training program shall enter a training period of **two (2) years accumulated duration** as an improver and shall be granted journeyman status **with two (2) years seniority in the classification** upon completion of the training program to the satisfaction of the Superintendent of **Maintenance.**
- (d) Employees shall be paid at applicable rates for a journeyman helper for all time worked in that classification. When appointed to the improver classification, the trainee shall be paid the "after three years" rate in the apprentice schedule for his first year as an improver and the "after three years, six month" rate for the last year of training.

4. TRADESMEN'S HELPERS

It is agreed that the ratio of Helpers to Journeymen in the Branch will not exceed one Helper for the first Journeyman and one Helper for each five succeeding Journeymen.

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

5. CLOTHING

The City shall furnish for employees of the Maintenance Section clean overalls or smocks on a one-for-one exchange basis. The City will maintain sufficient stock of overalls and smocks in all sizes to satisfy demands as determined by the nature of the work being done. Overalls and smocks must not be removed from City property for other than official City work.

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. **Beginning in 1987, the City will provide employees required to wear safety footwear with one pair of safety shoes/boots per calendar year to employees who have worked nine (9) months in the previous year.**

6. MISCELLANEOUS

(a) Men of all classifications **must** attend to road calls if and when called upon to do so.

(b) Men of all classifications **may be** called upon to leave their particular line of work and to **do**, or **assist** in doing any other job for which the rate of pay is **equal** to, or less than the rate of pay of their particular classification.

7. LOOPS & BUS STOPS

## (a) Hours of work and Overtime Pay

Day gangs transferred to **night** work shall be paid time and a quarter for the first night so worked and straight time shall be paid for each succeeding **night**.

When men are assigned to **shift** work (which shall be construed to **mean** any seven and one-half (7 1/2) hours within the twenty-four, five days a week), straight time shall be paid for such work.

As far as conditions **permit**, men working on shift work will be allowed every alternate Sunday off.

Truck drivers shall not **receive** overtime for pull-out and pull-in **time**.

(b) Temporary Lay-off

When an employee has **been** laid off not more than three times in a **year**, and when no lay-off **exceeded** thirty (30) days, he shall be considered to have continuous service, for the purpose of the Vacation Clause.

(c) Seniority

Seniority will be established when an employee completes six months cumulative **service**, and will date six months prior to the day on which seniority is established.

(d) Promotion

The City agrees to engage /labourers on the Seniority List for Truck Helpers.

The City agrees to give **suitable** Labourers every reasonable opportunity to qualify as **Truck** Drivers according to seniority.

(e) Sign-ups

There will be a sign-up from lists agreed upon by the City and the Union for Truck Driver/s and Truck Helpers prior to May **1st** and October **1st** each year - the sign-up to take place in sufficient **time** to permit the **changes** to be effected on the aforementioned dates. Sign-ups shall also take place at any other time when a senior employee's seniority is affected.

(f) Building Services

Office Cleaners' hours of work will be not less than five hours and forty minutes (5:40) per night. Office Cleaners shall be paid **time** and one-half for the first four hours worked over thirty (30) in any one week and double **time** thereafter.

SECTION IX

ELECTRICAL AND COMMUNICATIONS SECTION

1. SENIORITY

All Truck Drivers in the Section shall have common seniority.

2. HOURS OF WORK

Truck Drivers shall work the same hours as Linemen they work with.

3. TRAINING PROGRAMME

Programmes for training Electricians and Radio Maintainers shall be those approved by the Metropolitan Council on October 18th, 1962 and February 14th, 1963.

SECTION X

STORES - SPECIAL CLAUSES

1. PROMOTION

If a Storekeeper is required to work in the Stores Office, he shall be paid at the Senior Storekeeper's rate for all **time** so worked.

2. HOURS OF WORK

All shifts shall be a straight seven and one-half (7 1/2) hours with thirty-five minutes allowed for lunch in the middle of the shift as near as possible.

3. SIGN-UP

**Not** Later than May 1st and November 1st each year, there shall be a sign-up when Storekeepers shall choose their work in order of seniority. Notwithstanding the above, the Supervisor of Stores may, during periods of vacation, employee absence, or work load requirements, temporarily re-assign Storekeepers to duties other than those signed on.

SECTION XI

DURATION OF AGREEMENT

THIS AGREEMENT shall take effect and be binding upon the parties hereto ~~from the 22nd day of December, 1985,~~ and shall continue in force until the 30th day of January, 1988, 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 30th day of January, 1988, or any succeeding year.

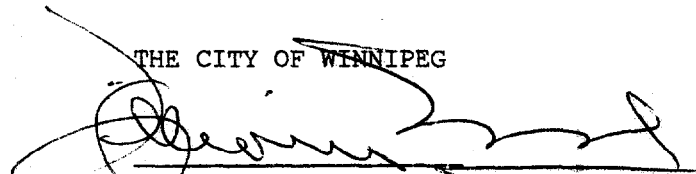
If notice is given as provided herein for a revision of this Agreement, or for a new Agreement, the provisions of this Agreement will remain in effect until a revised or new Agreement is made, subject to any changes that may be agreed upon during negotiations.

Notwithstanding anything herein contained, no clause in this Agreement shall have a retroactive effect unless specifically so provided in such clause; otherwise the effective date of any clause shall be the date this Agreement is adopted by Council.

IN WITNESS WHEREOF the Parties hereto have executed these presents:


Approved as to form:

  
City Solicitor

THE CITY OF WINNIPEG  
  
Mayor

Approved as to details:

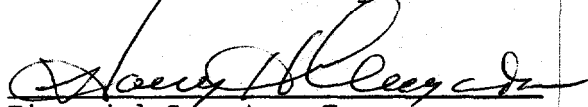
  
Director of Personnel

  
City Clerk

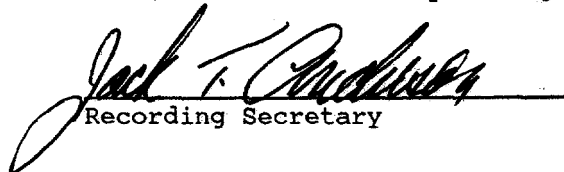
LOCAL 1505, AMALGAMATED TRANSIT UNION

  
President Business Agent

Vice President - Operating

  
Financial Secretary Treasurer

  
Vice President - Non-Operating

  
Recording Secretary

LETTER OF UNDERSTANDING

RE: Bus Equipment

The City agrees to discuss specifications for buses with the Union prior to the purchase of new buses with a view to the inclusion of mutually acceptable features with the understanding that the City shall be the final authority with respect to details of the specifications.

The City of Winnipeg Transit System specifications for manufacture and supply of new transit type buses shall include provision for power assist or power steering.

Agreed this date: Oct. 21/86



\_\_\_\_\_  
for the Negotiating Committee  
of the City of Winnipeg



\_\_\_\_\_  
for the Negotiating Committee  
of the Amalgamated Transit Union, Local 1505

LETTER OF UNDERSTANDING

RE: Pension Improvements

Local 1505, Amalgamated Transit Union, hereby endorses any amendment to the Employee Benefits Program By-law, the Prior Pension Plan By-law and the Metro Pension Plan By-law which would distribute one-half of any surplus revealed by an actuarial valuation of the Plans after the 31st day of December, 1982, to the City with the remaining one-half being used to improve benefits under the Plans.

The City of Winnipeg agrees to implement pension improvements for Local 1505, A.T.U., in accordance with the intent of the Freedman Arbitration Award dated November 17, 1980 (applicable to the City of Winnipeg and the United Fire Fighters of Winnipeg, Local 867) and the subsequent agreements setting out the implementation thereof dated May 31, 1981.

In addition, the City of Winnipeg and Local 1505, A.T.U., agree that the dates to be used in that implementation shall be as follows:

- 1) The pension improvements shall be applicable in accordance with the above, to employees within Local 1505, A.T.U. Classifications, as of January 1, 1983, and thereafter.
- 2) The rate of earnings to be used in the calculation for each employee shall be the employee's yearly earnings in 1982, as defined in the Employee Benefits Program Bylaw.
- 3) The date by which all decisions must be made by employees shall be January 1, 1983.
- 4) Interest is to be paid on any amounts owing for past service from December 31, 1982.

Agreed this date:

Oct. 21/86.



for the Negotiating Committee  
of the City of Winnipeg



for the Negotiating Committee  
of the Amalgamated Transit Union, Local 1505



LETTER OF UNDERSTANDING

It is agreed that the method of calculating debits from credits accumulated in the Sickness and Accident Severance Plan from January 1, 1974, to December 31, 1984, will be in accordance with the following formula.

<u>Paid Days Absent</u> <u>Per Claim</u>	<u>Days Deducted</u>
1 week	5 days
6 days	5 days
5 days	5 days
4 days	4 days
3 days	3 days
2 days	2 days
1 day	1 day

If the claim exceeds one week, the above repeats.

Agreed this date Oct. 21/86.



\_\_\_\_\_  
for the Negotiating Committee  
of the City of Winnipeg



\_\_\_\_\_  
for the Negotiating Committee  
of the Amalgamated Transit Union, Local 1505

LETTER OF UNDERSTANDING

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. The Committee will meet at mutually agreed times, but at least twice prior to a new change of schedules.

One or more meetings will be held to discuss operating schedules and crew assignments prior to their preparation with a view to make improvements for the following Schedule Change. A final meeting will be called to review and discuss the completed crew assignments prior to their typing and posting. The time of the crew assignment review meeting will be determined as the crew assignments for that change near completion.

In addition the Committee shall meet on a mutually agreed frequency to discuss and review RUCUS computerized run cutting and scheduling that is currently being actively investigated by the City and Union.

Prior to a general sign up of an experimental set of crew assignments that may be recommended by the "Study Committee" the Union Management Negotiating Committee will meet to review and discuss modifications or improvements that may have been made.

Agreed this date

Oct. 21/86.



for the Negotiating Committee  
of the City of Winnipeg



for the Negotiating Committee  
of the Amalgamated Transit Union, Local 1505

LETTER OF UNDERSTANDING

RE: ISSUING OF WORKERS' COMPENSATION BENEFIT CHEQUES

Effective Pay Period #1, 1987, the Workers' Compensation Board will issue **cheques** with respect to compensable injuries.

The following Welfare Plans shall remain in effect while an employee is off on Workers' Compensation:

- Group Life Insurance
- Weekly Sickness and Accident Insurance
- Blue Cross Insurance Coverage
- Dental Plan
- Pension Plan

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

Long Service Pay and payment in lieu of rest breaks shall be prorated on the basis of time worked.

Provided that approval of Revenue Canada is received, the City will develop procedures by January 1, 1988, to enable the City to issue cheques with respect to compensable injuries that do not deduct income tax.

Agreed this date:

Oct. 21/86



\_\_\_\_\_  
for the Negotiating Committee  
of the City of Winnipeg



\_\_\_\_\_  
for the Negotiating Committee  
of the Amalgamated Transit Union, Local 1505

