

# **WORKING AGREEMENT**

**BETWEEN:**



**(Hereinafter referred to as “THE UNION”)**

**AND:**



**(Hereinafter referred to as “THE CITY”)**

**FOR THE PERIOD:                      JANUARY 1<sup>ST</sup>, 2022**  
**TO**  
**DECEMBER 31<sup>ST</sup>, 2024**

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**PREAMBLE**

This Collective Agreement constitutes the entire Agreement between the parties and supersedes and replaces all previous agreements.

Whereas it is the desire of both parties of this Agreement to maintain harmonious relations between the City and the employees covered by this Agreement, to promote co-operation and understanding between the City and its employees, to recognize the mutual value of joint discussions and negotiations in matters pertaining to discipline, working conditions, benefits, and wages.

**With this:** That the parties mutually agree as follows:

**ARTICLE 1 - TERM OF AGREEMENT**

- 101 This Agreement shall be binding and remain in effect from January 1, **2022** to December 31, **2024** and shall continue from year to year thereafter unless either party thereto, not less than sixty (60) days and not more than ninety (90) days before the expiry date of this agreement, gives notice in writing to the other party to terminate said agreement or to negotiate a revision thereof.
- 102 Having given such notice, both parties shall meet within thirty (30) working days to exchange each party’s proposed amendments to the said agreement and negotiate revisions to the current working agreement. This thirty-day time limit may be extended by mutual agreement.
- 103 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.
- 104 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 City Council.

**ARTICLE 2 - MANAGEMENT RIGHTS**

- 201 It is not the intent of this contract to include matters of management herein, and the City reserves to itself the management, conduct and control of the Transit system. This includes all matters pertaining to equipment, scheduling, policies, rules and procedures for operations, staffing levels and qualifications, discipline, safety and all other areas not specifically modified or restricted by a clause of this Agreement.

### **ARTICLE 3 - DEFINITIONS**

The following definitions are agreed to:

In this Agreement, unless the context otherwise requires, the expression:

- 301 “Dismissal” shall mean the removal of an employee for disciplinary reasons, from a position of employment for just cause.
- 302 “Employee” **shall mean an employee appointed within the bargaining unit, of all genders and identities, singular or plural, as the context require.**
- 303 “Permanent Employee” shall mean an employee appointed to a permanent position as approved by the City. An employee appointed to a permanent position shall be subjected to a probationary period of four (4) months if term served as a temporary employee is greater than one year. If time served as a temporary employee is less than one year, the probationary period shall be six (6) months. Any period of unpaid absence shall be added to the probationary period, as well as paid absences of one week or more. The probationary period may be extended up to an additional six (6) months if there are performance concerns.
- 304 “**Relief Operators**” shall mean an employee hired in a non-permanent position. **Relief Operator’s** terms and conditions are set out in Article **32** herein or as stated in any other applicable clauses. **Relief Operators** shall be on probation until they move to a permanent position.
- 305 a) **Where the singular or plural pronouns (they/them) are used in this agreement, they shall be construed as being representative of all genders and identities where the context so admits or requires and shall hold applicable. Where the context requires singular or plural, they shall be considered interchangeable.**
- b) Same sex partners shall be afforded the same rights and benefits as common-law partners, where they have been registered and co-habitat in accordance with the benefit plans.
- 306 “Termination” shall mean the permanent separation of an employee from a position of employment whereby, all commitments to that employee have been discharged by the City.
- 307 “Executive Board Member” shall mean an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this agreement.
- 308 “Position” shall mean a position of employment with the City of Brandon, which is in the bargaining unit.

- 309 “City” shall mean the City of Brandon, as represented by the City Manager or designate.
- 310 “Approved leave” shall mean any leave granted to an employee by the City for such purposes as maternity, parental, paternity, adoption, illness, injury, or any other authorized reason.
- 311 **“Flex Day” means a day that can be used as a single use vacation day from your accrued vacation allotment.**

#### **ARTICLE 4 – UNION SECURITY/DUES CHECK OFF**

- 401 City recognizes the Union as the exclusive bargaining agent for all employees covered under Certification Order No. MLB-893. All employees covered by this Collective Agreement shall be entitled to request and have a Union Representative present at any meetings with Management if they so choose.
- 402 City agrees to the Rand formula type of Union Security and agrees that all employees covered under the terms of this agreement shall be required to pay to the union the amount of the monthly membership dues and assessments, of such amount as the Union may direct from time to time, provided that the Union notify the City a minimum of fifteen (15) days in advance in writing.
- 403 The City agrees to deduct from every employee covered by this agreement, a one-time initiation fee, and from each pay, minimum dues, or dues as directed by Local 1505. The union has the discretion to adjust these minimum dues at any time and shall notify the City as per Article 402.
- 404 The Union will from time to time notify the City, as per Article 402, of an assessment that must be deducted from each pay in an amount as determined by the Union. Said notification shall include the amount and the length of time the assessment will be collected. This assessment is in addition to the minimum dues collected each pay.
- 405 For new employees, payroll deductions as set out in this Article shall become effective from the start of the pay period immediately following the commencement of employment.
- 406 All dues and assessments deducted by the City in accordance with this Article will be forwarded to the Financial Secretary-Treasurer of the Union monthly, together with a list of the names of the employees from whom the deductions have been made and the amounts of such deductions.
- 407 In consideration of the City making the compulsory check-off of Union dues herein provided, the Union agrees to and does hereby indemnify and save harmless the City for all claims, demands, actions, and proceedings of any kind and from costs which may arise or be taken against the City by reason of the City making the compulsory check-off of Union dues provided for in Article 4.

## **ARTICLE 5 – EMPLOYEE RESPONSIBILITY**

- 501 The Union agrees that it is the responsibility of the individual employee to perform all aspects of **their** work effectively and to the best of **their** abilities, and with consideration of the best interests to serve the public.
- 502 All employees must maintain contact with the department on a regular basis and keep their phone number(s) up to date.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 601 The City acknowledges the right of the Union to appoint or otherwise elect a Grievance Committee of not more than three (3) members who shall be employees of the City covered by this agreement.
- 602 a) Grievances and replies to grievances shall be governed as per Section 603 of this agreement.
- b) Grievances that are resolved satisfactorily shall take effect at the time established by mutual agreement.
- c) In the event that time limits lapse as a result of either party failing to meet or provide a response, when appropriate, the grievance may proceed to the next step of the grievance procedure.
- d) The time limits as set out in the various steps may be extended by mutual agreement.
- e) **In the discussion of grievances with representatives of the City, the City and the Union shall have the right of further representation at any meeting, as it sees fit. Two members of the Brandon Executive Board shall be allowed necessary time off without a reduction in pay through the grievance procedure.**
- f) Prior to any interview with management, an employee has the right to have a Union representative present during such interview. Employees will be paid for all time spent during such interview, with a minimum payment of thirty (30) minutes.
- g) Where the employee being interviewed is not at work or on standby and the employee is required to attend at the interview meeting, then that employee will be paid, at their appropriate hourly rate of pay, for all time spent during such interview.

- h) Where the employee being interviewed has requested to have a Union representative present at the interview that representative, if working or on the spare board will not have wages deducted for attendance at the meeting with management.

603 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this agreement.

Prior to any grievance being filed, the parties agree to approach issues or concerns in a problem-solving manner. A discussion will be held with the employee in question, and/or member(s) of the Grievance Committee as required and/or requested by the employee. For that purpose, any discussion and/or resolution at this stage shall be “without prejudice” to the parties and will not be used and/or relied on by the parties during the steps in the grievance process and/or at other grievance proceedings between the Union and the City. To that end, the Manager (designate) and the Union will have the opportunity to reconsider the actions taken and whether to resolve the matter.

In the event of any misunderstanding or difference of opinion as to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, or in the event the problem or complaint has not been satisfactorily resolved, it shall be processed in the following manner:

Step 1 Within ten (10) working days of the occurrence in question or the consequences of the event in question, the Union may submit a grievance in writing to the Director of Transportation or management designate. The written grievance shall outline the particulars of the event, affected clauses of the collective agreement, legislation or particular Act allegedly violated and the redress sought. Where a hearing is required, any discussion of the grievance at this stage shall be "without prejudice" to party and will not be used and/or relied on by the parties at subsequent steps of the grievance process between the Union and the City. To that end, the Director of Transportation Services or management designate shall render a decision in writing within ten (10) working days of such consultation.

Step 2 Failing satisfactory settlement being reached in Step 1, the Union may appeal in writing within ten (10) working days to the City Manager or designate who shall render a written decision within ten (10) working days. When a hearing or meeting is required, all members of the Grievance Committee in addition to the grievor, if they so choose, may attend.

Step 3 Failing satisfactory resolve of any grievance at the level of the City Manager, the Union may, no later than thirty (30) working days from the date of the decision of the City Manager, refer the grievance to arbitration.

604 In the case of a Departmental recommendation for dismissal, 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 parties.



The employee concerned and/or the Union on **their** behalf shall be given the opportunity to make representation to the Parties at the time specified above provided they indicate in writing their desire to appear.

- 605 If it is determined or agreed at any step in the grievance procedure or decided by the Board or Arbitration that any employee had been disciplined or discharged unjustly, the City shall return that employee to **their** job with no loss of seniority and the City shall pay the employee the amount **they** would have earned, had **they** been working, or make any other arrangement as to compensation for loss of wages, benefits and seniority which is just and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.
- 606 The Union may originate a policy grievance on behalf on an employee or a group of employees, with respect to any matter of dispute which affects the general membership of the Union, and to seek adjustment with the City in the manner provided in the grievance procedure.

#### **ARTICLE 7 – ARBITRATION**

- 701 In the event of any controversy that should arise between the City and the employees, and in the event that a satisfactory settlement cannot be reached through the grievance procedures, either party may submit such dispute to a Board of Arbitration (hereinafter referred to as “the Board”). The protocol and composition of the Board may be as follows:
- a) It is in the interest of both parties to have a matter quickly and fairly arbitrated, to this end, within fifteen (15) working days from notification by registered mail; both parties shall attempt to select a single arbitrator to hear the matter. The expenses and compensation of the single arbitrator, if so selected, shall be borne equally between the parties.
  - b) 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-person Board shall be established to deal with the question. One member shall be appointed by the Union, and one by the City and the third, who shall be the Chairperson, by agreement of the two appointees.
  - c) Where the party receiving the notice as in (b) above, fails within twenty-one (21) working days to appoint a member of the Board, or where the two appointees of the parties fail, within a further fourteen (14) working days of their appointment to agree on the appointment of a Chairperson of the Board, the Labour Board upon 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 Chairperson as the case may be, or where the case requires, shall appoint both.
  - d) The decision or award of any two of the arbitrators shall be final but in no event shall the Board have the power to alter, modify or amend this agreement in any

respect. Such awards shall be made within thirty (30) working days of the date of the hearing.

- e) The expense and compensation of the appointees selected by each party shall be borne by the respective party, and the expenses and compensation of the Chairperson of the Board shall be borne equally between the parties.
- f) Time limits may be modified by mutual agreement.

## **ARTICLE 8 - DISCIPLINE**

801 Except as hereinafter provided, employees shall not be disciplined or dismissed except for just cause. The Employer may dismiss without just cause employees serving probationary periods. If an employee is dismissed during **their** probationary period, the Union shall be advised in writing of the reasons for the dismissal.

802 Reprimands, suspensions and dismissals shall be registered in writing and a copy submitted to the secretary of the Union. As per the Corporate Policy for Discipline, the disciplinary process shall include any of the following action: oral reprimand, written reprimand, suspension, demotion or dismissal.

803 The City will provide a leave of absence without pay to an employee who has **their** driver's license suspended and is awaiting a decision by the Driver's Appeal Board for a working permit.

If an employee is operating a City vehicle without having a valid driver's license or while driving under the influence of alcohol, illicit or illegal drugs then the employee will be dismissed.

For the purpose of this clause suspensions will not mean any temporary suspension of driving privileges as pursuant to Section 265(6) of the Highway Traffic Act. The Operator may make use of Banked Statutory or Vacation Days or take a leave of absence (without pay) for time required.

804 Disciplinary documents on an employee file shall be removed after one (1) year from the date the discipline was issued except in cases where such documents are part of a cumulative record or in circumstances where a suspension of five (5) days or longer is imposed. In the latter cases, such documents will be retained on the employee file for two (2) years from the date of the discipline unless Provincial legislation regulates otherwise.

805 Disciplinary action must be applied within ten (10) working days from the conclusion of the investigation. Employees missing time pending investigation may be suspended with pay. In the event the employee is unavailable due to absence from work, the ten (10) day requirement is waived until the employee returns to work, or until a time mutually agreed to by the parties.

806 All employees shall have the right to see their employee file in the presence of a Human Resource's employee at a mutually agreed upon time. If requested, employees will be provided with a copy of any documentation related to discipline at no cost to the employee.

#### **ARTICLE 9 - LEAVE OF ABSENCE**

901 a) Leave of absence will not be granted to any employee for the purpose of entering into other occupations except as it may be mutually agreed upon between the City and the Union. Employees taking other employment during such leave, except by agreement as aforesaid, shall be considered to have terminated their service with the City.

b) The City will make every effort to approve requested leaves of absence as long as sufficient notice is given to accommodate operational requirements. Written notice of approval or denial will be provided to the employee.

**c) The City will only permit short term unpaid absences (those not covered under Article 905 of this agreement) for statutory leaves.**

902 The City agrees to advise the Union of leave of absence granted.

903 Where the employees have been elected or appointed to represent the Union at Union conventions, leave of absence without pay and without loss of seniority shall be granted upon request, by the City, provided that such leave of absence does not interfere with the efficiency of the department affected.

904 Members of the **Brandon Executive Board** shall be allowed necessary time off without reduction in pay for time spent in active contract negotiations with the City. Unless otherwise agreed, no more than two (2) members of the **Brandon Executive Board** shall be off at the same time.

905 Leave of absence without pay may be granted upon an employee's application to the Director of Transportation Services or management designate. Benefit entitlements will cease unless the employee exercises the option of paying the full costs of benefit premiums while on leave and provided such payment is allowed and consistent with the terms contained in the master contracts.

906 Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority while so engaged. Special arrangements may be made where practicable for an employee to carry contributory benefits during leave of absence without pay upon written request.

- 907 Where practicable, requests for leave of absence for Union business shall be submitted in writing, 48 hours in advance to the Director of Transportation or designate. Unless otherwise agreed, no more than two (2) members of the ATU Local Executive shall be off at the same time.
- 908 a) In the event of the death of an employee's spouse, child, parent, sibling, grandparent or grandchild, such employee shall be granted up to four (4) days leave, without loss of pay, to attend to matters arising out of the death.
- b) In the event of the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parent, spouse's grandparent, or any person for whom the employee has been awarded permanent custody or guardianship, such employee shall be granted up to three (3) days leave, without loss of pay, to attend to matters arising out of the death.
- c) For persons other than those outlined in clause a) or b) the employee shall be granted up to one (1) working day to attend as a mourner or pallbearer without loss of pay. Employees shall provide reasonable advance notice (minimum 24 hours) when requesting to attend.
- 909 When requesting bereavement leave as set out in Clause 908, it shall be made in writing to the Director of Transportation or management designate and where practicable 48 hours advance notice will be provided. Where such leave requires travel time, all time shall be deducted from the employee's banked time, or taken as leave without pay.
- 910 The City shall, where all elected Union officers are working, allow one Union Officer up to one (1) day to attend a member's funeral without loss of pay.
- 911 a) In the event that an employee's spouse becomes ill for whatever reason, said employees will be granted up to four (4) calendar days to find suitable assistance to care for their children, provided that the children require care, to be deducted from said employee's sick credits.
- b) In the event of a serious illness in the employee's immediate family, such employee may, upon written application to the Director of Transportation Services or management designate, be granted a leave with pay up to five (5) working days and such pay would be deducted from banked statutory holiday time, if any, and provided that employee has sick leave credits, then from an employee's accrued sick leave credits.

### Maternity Leave

#### 912 Definitions

In this clause,

“date of delivery” means the date when the pregnancy of an employee terminates with the birth of a child;

“medical certificate” means the signed statement of a duly qualified medical practitioner.

913 Eligibility for maternity leave

A pregnant employee who has been employed by the City for at least seven (7) consecutive months is eligible for maternity leave without pay.

914 a) Length of maternity leave

Subject to subsection 914 c), an employee who is eligible for maternity leave is entitled to the following maternity leave:

- i) If the date of delivery is on or before the date estimated in a medical certificate, a period of not more than 17 weeks; or
- ii) If the date of delivery is after the estimated date, 17 weeks and a period of time equal to the time between the estimated date and the date of delivery.

b) Beginning and end of maternity leave

A maternity leave must begin not earlier than 17 weeks before the date of delivery estimated in the medical certificate and end not later than 17 weeks after the date of delivery.

c) Employee to provide certificate and give notice

An employee who is eligible for maternity leave shall:

- i) as soon as practicable, provide the City with a medical certificate giving the estimated date of delivery; and
- ii) Give the City not less than four week’s written notice of the date she will start her maternity.

915 a) Maternity leave if notice given after stopping work

- i) An employee who is eligible for maternity leave but does not give notice under clause 914 c) ii) before leaving the employment is still entitled to maternity leave if, within two weeks after stopping work, **they will** give notice and provide the City with a medical certificate:
- ii) Giving the date of delivery or estimated date of delivery; and
- iii) Stating any period or periods of time within the 17 weeks before the date of delivery or estimated date of delivery that the normal duties of the employment could not be performed because of a medical condition arising from the pregnancy.

b) Length of maternity leave

The maternity leave to which the employee is entitled under subsection 915 a) is:

- i) Any time, within the time referred to in clause 915 a) ii) that **they do** not work; and
- ii) The difference between that time and the time **they** would receive if **they** were entitled under subsection 914 a).

916 Maternity leave where notice not given

An employee who is eligible for maternity leave but who does not give notice under clause 914 b) ii) or subsection 915 is still entitled to maternity leave for a period not exceeding the time she would receive if she were entitled under subsection 915.

917 End of maternity leave where notice not given

The maternity leave of an employee referred to in subsection 915 or 916 terminates not later than 17 weeks after the date of delivery.

918 Ending leave early

An employee may end **their** maternity leave by giving the City written notice at least two weeks or one pay period, whichever is longer, before the day **they** will end the leave.

919 Reinstatement of employee after leave

If an employee wishes to resume employment after maternity leave or parental leave, the City shall reinstate the employee to the position occupied when the leave began or a comparable position, with not less than the wages and any other benefit earned by the employee immediately before the leave began.

920 Employment deemed continuous

For the purpose of calculating pension and other benefits of an employee to whom maternity leave is granted in accordance with this article, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

Parental Leave

921 Employee entitled to parental leave

An employee who adopts a child under the laws of the province or becomes the natural parent of a child is entitled to parental leave without pay to a maximum of thirty-seven (37) continuous weeks if:

- a) The employee has been employed by the City for at least seven (7) consecutive months; and
- b) The employee gives written notice to the City at least four weeks before the day specified in the notice as the day on which the employee intends to begin the leave.

- 922 Effect of late notice on parental leave  
An employee who gives less notice than is required under clause 921 b) is entitled to the thirty-seven (37) weeks of parental leave less the number of days by which the notice given is less than four weeks.
- 923 Commencement of parental leave  
Parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.
- 924 Maternity and parental leaves must be continuous  
An employee who takes maternity leave and parental leave shall take them in one continuous period, unless the employee and the City otherwise agree.
- 925 End of Parental Leave  
An employee's parental leave ends thirty-seven (37) weeks after it began or if subsection 922 above applies, then thirty-seven (37) weeks after it began less the number of days provided for in subsection 922 above.
- 926 Ending leave early  
An employee may end **their** parental leave earlier than the day set out in subsection 921 by giving the City written notice at least two weeks or one pay period, whichever is longer, before the day the employee will end the leave.
- 927 Total leave must be continuous  
Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave, unless the employee and the City otherwise agree.
- 928 Reinstatement of employee after leave  
If an employee wishes to resume employment after parental leave, the City shall reinstate the employee to the position occupied when the leave began or a comparable position, with not less than the wages and any other benefit earned by the employee immediately before the leave began.
- 929 In the case of pregnancy complications, all consideration will be given to an employee to provide care in their partner's time of need. Provided the employee has accumulated the required benefits, sick time may be taken to a maximum of five (5) days, followed by banked time, banked stat time, and vacation time.
- 930 When an employee is granted a Leave of Absence that extends over the calendar year end, any vacation entitlement accrued may be paid out to the employee.
- 931 All leave requests will be approved or denied a minimum of twenty-one (21) days prior to the requested date.
- 932 Additionally, each permanent and Relief Employee within the bargaining unit shall be**

entitled to a total of three (3) paid family sick days per calendar year, deducted from the employees' sick bank, to provide care to a family member, as defined in the Manitoba Employment Standards Code (59.3): Children, stepchildren, parents, grandparents, spouses, common law spouses, siblings, step-siblings, aunts, uncles, nieces and nephews are all considered family members. At the absolute discretion of the Director, additional paid time may be granted in extenuating circumstances. The Director may also, at their absolute discretion, grant paid leave where a person is not related but is considered to be like a close relative.

933 When an employee is ordered to appear as a witness in any court as a result of their employment with the City, or as a member of a jury, that employee shall be paid the applicable rate for all time spent at such appearances, subject to assigning to the City any remuneration received by way of witness fees or jury duty pay.

#### **ARTICLE 10 – SICK LEAVE**

1001 In the event of illness or injury, employees are entitled to paid leave of absence to the extent that they have accumulated benefits as follows:

- a) Eight (8) hours per month of service during the first year of employment.
- b) Twelve (12) hours per month of service thereafter.
- c) Maximum accumulation of sixteen hundred and eighty (1680) hours.
- d) Employees hired shall not be entitled to draw on accumulated sick leave benefits during their first three (3) months of service; however, they will accumulate sick leave credits from their initial hire date.
- e) Sick leave shall not accumulate during periods when an employee is absent on one or more of the following:
  - i) Absent in sick leave
  - ii) Absent without leave
  - iii) Leave of absence without pay
  - iv) Worker's Compensation leave to the extent that such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disablement occurred.

1002 In the event of illness and absence from duty due to medical reasons a medical certificate must be provided by the employee upon request, provided that the request is made in a timely fashion, by the Director of Transportation Services or management designate. If an employee fails to provide an approved medical certificate when requested, their absence from work shall be considered unauthorized and consequently without pay.

1003 a) All employees included under this agreement shall be subject to the provisions of the Worker's Compensation Act.



- b) When an employee is absent due to injuries or disabilities for which compensation is paid under the Worker's Compensation Act, vacation leave and statutory leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date of injury or disability occurred.

1004 It is understood that leave with pay due to sickness was intended to provide employees with short term income protection to cover periods of bona fide sickness. In cases where an employee abuses the above privilege by falsifying sickness, then that employee shall be subject to discipline.

1005 Any employee claiming sick leave **will make themselves available for light/alternate duties as soon as they are capable within their restrictions.** Any employee returning from surgery, injury, or an extended illness shall, upon request of the Director of Transportation Services or management designate, submit a Return to Work form completed and signed by their Medical Professional prior to working any shift. Cost (if any) of obtaining documentation will be borne by the City.

1006 An employee who is unable to report for work due to illness/injury shall inform his/her supervisor or designate prior to the commencement of his/her next scheduled shift. **Such notice is to be provided no less than 2 hours prior to start of shift (inclusive of report, travel, and inspection time).**

An employee who fails, without a satisfactory reason, to give notice as specified above will not be entitled to receive income protection benefits for the shift in question.

The employee, prior to returning to work, must provide the Director of Transportation Services or management designate with reasonable notice of their return to work. Absent reasonable notice the employee will be returned to work at their next scheduled shift.

1007 An employee will be allowed to choose between MPI and WCB compensation. During the waiting time the employee will be permitted to use sick and/or vacation credits until a decision is made. If approved/chosen, the employee will be required to turn over such compensation to the City, and the employee's sick/vacation time will be credited back to the employee based on the calculation.

1008 Any employee who is absent as a result of an approved leave shall retain their seniority in the Union for the position they held prior to leaving as if they were at work for that period.

1009 Employees who are required to undergo a medical procedure, or attend a specialist appointment, may make written application to the Director of Transportation Services or management designate to be granted necessary leave and such pay would be deducted from the employee's accrued sick leave credits. Such application must provide sufficient information from the medical professional to assist in making the decision of whether to

grant the time or not. The parties understand and agree that this clause does not apply to appointments that are within the employee's control.

1010 Any employee who is absent in excess of two (2) weeks continuous may be removed from the current sign up.

1011 **The City recognizes its obligation to take reasonable steps, to the point of undue hardship, to accommodate a disabled employee who provides medical documentation. It is agreed that the union and the employees have an obligation to participate in reasonable accommodations.**

### **ARTICLE 11 – ANNUAL VACATIONS**

1101 Any employee who would have completed one year of continuous service at the end of the current calendar year shall be entitled to two weeks vacation at his/her normal rate of pay.

1102 Any employee who would have completed two or more years of continuous service at the end of the current calendar year, shall be entitled to three weeks annual vacation at his/her normal rate of pay.

1103 Any employee who would have completed seven or more years of continuous service at the end of the current calendar year, shall be entitled to four weeks annual vacation at his/her normal rate of pay.

1104 Any employee who would have completed sixteen (16) or more years of continuous service at the end of the current calendar year, shall be entitled to five weeks annual vacation at his/her normal rate of pay.

1105 Any employee who would have completed twenty-one (21) or more years of continuous service at the end of the current calendar year, shall be entitled to six weeks annual vacation at his/her normal rate of pay.

1106 Any employee who would have completed thirty (30) years or more of continuous service at the end of the current calendar year shall be entitled to one (1) additional day of vacation up to five (5) days in the thirty-fourth (34) year of service.

1107 Employees will be permitted to use one week of vacation for the purpose of single day vacation use. Employees will be permitted to use an additional week of vacation for the purpose of single day vacation use, however, this week must be booked in accordance with the provisions of Article 1110.

1108 **Relief Operators** shall be paid bi-weekly vacation benefits based upon their hours worked and the following schedule:

- 1) 0 - 2080 hours worked = 4%
- 2) In excess of 2080 hours worked = 6%

- 1109 Annual vacation shall be granted from January 1<sup>st</sup> to December 31<sup>st</sup> of any calendar year. Scheduling of vacation periods and the number allowed away in any period shall be determined by the Director of Transportation Services or management designate based on the requirements of the service.
- 1110 A vacation schedule will be prepared and posted by the Director of Transportation Services or management designate on or before the 15<sup>th</sup> day of September for the forthcoming calendar year. An employee shall be required to sign during the month of October for the forthcoming year. Vacation shall be taken according to service seniority.
- 1111 a) Where an employee shall leave the employ of the City for any reason, vacation credits shall be paid at the rate of 2% of the employee's gross regular wage since the last anniversary date for each week of vacation that the employee would have been entitled to, had **they** remained in the employ of the City.
- b) In no event shall such vacation pay exceed the amount the employee would receive if **they** were granted the maximum vacation to which **they** would otherwise be entitled.
- c) For the purpose of paragraph 11 a), the term "last anniversary date" will be the employee's employment anniversary date.
- 1112 The City will allow a maximum of five (5) permanent operators on vacation at any given time.
- 1113 Vacation for Transit Coordinator Position

Vacation period sign up for the Transit Coordinator positions will be separate from the Operator sign up. Vacation for all Transit Coordinator positions will be taken at a time mutually agreed upon by Management and the Employee. Only one Transit Coordinator will be allowed away on vacation at one time.

## **ARTICLE 12 – SENIORITY ROSTER**

- 1201 The Union agrees to assist the City in the preparation of an up-to-date seniority roster, which shall be posted in a place easily accessible to employees. This will include start-dates.
- 1202 Any protest in regard to a seniority roster must be made by the employee or employees involved within thirty (30) days from the date of posting or the roster will stand correct.

### **ARTICLE 13 - SENIORITY, LAY-OFF AND RECALL**

- 1301 An employee's seniority shall be effective from the original date **they are** hired and falls under the terms of this agreement.
- 1302 On reduction of staff, employees will be laid off on a seniority basis.
- 1303 When increasing staff, employees laid off due to a staff reduction shall be recalled in order of seniority.
- 1304 Notification of availability of work shall be by registered mail addressed to the last address which the employee shall have reported to the City.
- 1305 a) In cases where a permanent employee is on lay off and the City become aware of a position that will be available for a period longer than fourteen (14) working days, then that position shall be offered to the permanent employee (s) on lay off.
- b) An employee who has been laid off is not required to return for work of an unknown duration of less than fourteen (14) calendar days, provided that a junior employee is available.
- 1306 a) An employee's employment shall be terminated by reason of failure to report for work after fifteen (15) calendar days have elapsed from the date the City mailed notice to report for work **within the bargaining unit by** registered mail or commercial courier service to the last address of the employee filed with Human Resources following lay-off, unless the employee can give satisfactory reason for such failure to report within the time prescribed.
- b) An employee who has been on continuous lay off from Brandon Transit for a period of one (1) year, will be considered to have terminated their employment.
- 1307 Except as otherwise herein provided, employees on approved leave of absence without pay, or lay off shall not accrue any benefits during such period. Should an employee wish to continue coverage, the onus shall be on the employee to continue to pay for the total costs of these benefits under plans which are allowed to be continued during such leave of absence without pay or during lay-off periods. The total costs include both the City's and the employee's share.
- 1308 An employee who is off work due to an injury or illness shall maintain their seniority in the Union as if they were at work.

### **ARTICLE 14 – CHOOSING OF WORK**

- 1401 Employees shall be permitted to choose regular work assignments according to seniority, provided they are qualified and able to perform the required duties.

- 1402 a) City agrees to post a new sign-up sheet showing all work assignments immediately upon the addition or curtailment of work assignments, or shift changes.
- b) If an occurrence of a permanent vacancy on the existing assignment roster comes about due to an employee retiring, resigning, **passing away** or being terminated, then a sign-up for the vacant position will occur. The job will be offered to the next junior operator first, who will either choose it, vacating **their** existing job or keep **their** job and pass the choice to the next most senior operator. Vacancies created by a choice will be offered to next operator going down the seniority list until all eligible operators have made a choice. The job remaining will be covered by spareboard for the remainder of the sign-up. Vacancies created by medical leave will be covered by spareboard for the remainder of the sign-up.
- 1403 The City will receive and consider any recommendations made by the Union concerning changes in shift schedules or work assignments.
- 1404 A new sign-up shall take place no less frequently than once every four months.
- 1405 A Transit Review Committee shall be formed for the purpose of reviewing and discussing operation schedules, comprising of two (2) members of the local Union executive and the Director of Transportation Services or management designate. This committee will meet a minimum of four (4) weeks prior to the sign up taking place.
- 1406 If an employee is absent at time of signing, they must submit their choices in order of preference with the Transit Coordinator prior to their absence. If an employee does not submit their job selections in writing, the Union designate shall make a choice for the Operator. The Operator shall work the selection so chosen until the next sign up.

## **ARTICLE 15 - CONDITIONS OF EMPLOYMENT**

- 1501 a) Employees are required to read all bulletins and rules within forty-eight (48) hours after they have been posted, or within forty-eight (48) hours following their return from authorized absence. It is the responsibility of each employee to contact Management for clarification or understanding.
- b) Ignorance of the rules and bulletins will not be accepted as an excuse for non-compliance.
- c) All bulletins will be posted in Transit Coordinator/Drivers Room and Comfort Station.
- 1502 a) **The City may require employees who have been absent on a repeated basis, or on a long term basis, or have been involved in multiple performance**

issues, to provide certification from a duly qualified medical practitioner setting out an expected date of return and any/or restrictions the employee may have upon returning to the workplace. This shall be in a form as provided by Human Resources and will be at the expense of the City. All information provided will be kept in confidence with limited access being granted.

- b) Where an employee is required by Provincial Legislation to have a medical examination in order to maintain the necessary motor vehicle operating license, the City shall reimburse that employee up to **one hundred** dollars (\$100) annually, for medical costs incurred to maintain such license.
- 1503 No employee shall operate a department vehicle unless **they are** properly licensed to do so. The City agrees to reimburse the actual annual basic driver's license charge upon proof of renewal to be submitted annually by the employee on their renewal date. This will not include the driver's basic license insurance premium or any other surcharges levied as per Manitoba Public Insurance licensing regulations. The employee is also required to present their original license to the City upon request and when there are any changes.
- 1504 City agrees to provide free transportation to current and retired Transit employees.
- 1505 The City recognizes a committee's responsibilities are strictly to enter into discussions and develop recommendations, but member(s) are not able to sign off on such recommendations. A minimum of one (1) table officer of the Union and a second employee identified by the Union will comprise the committee structure.

#### **ARTICLE 16 – UNIFORMS (see LOU – Uniforms)**

- 1601 Each new operator will be provided the following uniform issue:
- 4 - pants or shorts;
  - 4 – shirts;
  - 2 – T-shirts, (not logo'd);
  - 1 – sweater;
  - 1 – cap;
  - 1 – Hi Visibility winter parka;
  - 1 – spring/fall jacket;
  - 1 – toque;
  - 1 – pair of gloves/mitts (subject to availability)
- 1602 All operators will be allocated 650 points per year. Should the operator meet the dress standards using less than the allotted points (650) for the present year, they can carry over the remaining points up to point value of 200.

The point value shall be as follows:

## CLOTHING ISSUE AND POINT VALUE

ITEM	POINT VALUE
Pants	75
Shirts: (Long Sleeve)	45
Shirts: (Short Sleeve)	36
T-shirts (non logo'd only)	12
Sweater	57
Cap	10
Hi Visibility Winter Parka	170
Spring/Fall Jacket	32
Toque	15
Shorts	56
Gloves/mitts	26
Footwear	100
Travel Bag	100

Note: Footwear shall be reimbursed to a maximum value of \$100 per pair. Footwear must be purchase in the same calendar year as the points allocated, with a maximum of two pair per year.

- 1603 Employees are required to maintain control of their uniform articles at all times. Uniform articles may not be gifted, donated or loaned to those not employed by Brandon Transit for any reason.
  
- 1604 Employees are expected to report for duty in a full, clean and neat uniform. The uniform is to only be worn while carrying out the duties of a transit employee. While in uniform employees must conduct themselves in a manner that does not have a negative effect on Brandon Transit or the City of Brandon.
  
- 1605 Absence from work exceeding sixty (60) calendar days shall be reviewed and may result in the loss of points on a pro-rated basis for the next year's points allotted for the employee.
  
- 1606 Clothing quality will be acceptable to both the management and the Transit Union clothing committee.
  
- 1607 The City shall make every reasonable effort to ensure delivery of uniforms no later than July 1<sup>st</sup> of every year.
  
- 1608 Employees may buy additional clothing at cost from the City to supplement their issue.
  
- 1609 Upon presentation of receipts, pregnant employees will be provided with up to one hundred and fifty dollars (\$150.00) towards the purchase of maternity clothing of appropriate style and colour.

1610 The City shall provide tailoring for minor alterations, with the cost borne by the City.

1611 A committee consisting of one (1) representative from management and the two (2) representatives from the Transit Union clothing committee to meet during the term of this agreement to review the present practice of distribution of clothing.

#### **ARTICLE 17 – PAYMENT OF WAGES**

1701 All employees shall be paid bi-weekly. All employees shall be paid for all assigned work in accordance with Appendix “A”.

#### **ARTICLE 18 – HOURS OF WORK, OVERTIME ALLOWANCE & DIFFERENTIAL PAY**

1801 Except for **relief and casual** employees, a working week for regular run drivers and Transit Coordinators shall consist of forty (40) hours, made up of eight (8) hour shifts or ten (10) hour shifts. Days off may be rotated and some Monday to Friday shifts may be contained on the sign up.

a) Operators and Transit Coordinators working ten (10) hour shifts will accumulate sick and statutory benefits at the same rate as Operators working eight (8) hour shifts.

1802 In addition to the scheduled running time in each piece of work or regular work assignment, each operator required to report for work at **their start location** will be paid:

a) Ten (10) minutes reporting time at the regular rate of pay for the purpose of performing pre-service duties.

b) Seven (7) minutes of travel time will be paid at the regular rate of pay when pulling a bus from the garage or returning a bus to the garage.

It is understood that this payment does not represent actual time worked, and is not subject to overtime provisions. It is also understood that in the case of Spareboard Operators, the reporting and travel time will be calculated towards their guarantee as outlined under Article 2001. If an employee is late for report or travel time, the appropriate deductions will be made to this payment.

1803 In the event that the elapsed time between the starting and finishing time of any employee exceeds eleven (11) hours in one day, a spread allowance of 40 cents per hour shall be paid after the 11<sup>th</sup> hour or any portion thereof and a spread allowance of 50 cents per hour shall be paid after the 12<sup>th</sup> hour or any portion thereof, for such excess time.



1804 Holiday Pay

Employees shall be paid one day's pay, plus time and one half for all time worked on the following public holidays and any additional public holiday proclaimed by the City of Brandon, Province of Manitoba, or Government of Canada:

New Year's Day	Louis Riel Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Terry Fox Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

**National Day for Truth and Reconciliation**

If the observation of the holiday falls on the employee's regular day off, **they** shall have the option of receiving one (1) day's pay or banking one (1) day off in lieu, subject to the following conditions:

1. Banked time off is to be taken at a mutually agreed time between management and the employee and management shall provide written confirmation of such time to the employee as soon as possible but no later than ten (10) working days prior to the date as agreed to by parties.
2. All stat banked time should be utilized, or booked to be utilized before the end of the current year, by December 1<sup>st</sup>. Any time not utilized by December 31<sup>st</sup> shall be paid out at the employee's regular rate of pay.
3. If employee has signed vacation in which a Statutory Holiday falls and it is a regular day of work, the Holiday will be coded as Vacation rather than coded as a Statutory Holiday.
4. Employees who work on a stat holiday shall be entitled have the stat premium paid or banked, provided they have the required space in their bank.
5. **Shifts on Stat holidays that are unable to be filled through the sign up will be assigned to day on Operators before overtime is incurred. Work will be offered in order of seniority. If not signed, the most junior operator will be required to take the shift.**

1805 Employees who are required to train new employees shall receive 10% above their regular rate for the time they are engaged in training activities.

1806 Employees required to perform the duties of a higher classification shall be paid relieving pay at the basic rate of such higher classification for all time so worked.

1807 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 at double time thereafter. A "regular day's work" is the number of working hours specified for the particular employee for that day.

Double time will be paid to employees for all time worked on their day off.

1808 Training

When an employee is directed to attend a training program by Management outside **their** normal hours of work, **they** shall be compensated as per Article 1807 of the agreement. In addition, no employee will be required to attend training on their scheduled days off from work.

1809 Shift premium will be paid for any time worked between 1800 and 0600 hours at \$1.00 per hour.

1810 A premium of \$1.25 per hour will be paid for all hours worked on **Brandon Access Transit**.

1811 After the Spareboard, **Relief Operator and Casual** straight-time options are exhausted, **Transit Customer Service Operator** on day overtime will be offered in the following order:

1. On duty/on day Operators
2. Off duty/off day Operators
3. On duty/on day Transit Coordinator
4. Off duty/off day Transit Coordinator
5. Operators on Vacation
6. Coordinators on Vacation
7. Transit Trainer

1812 Transit Coordinator overtime will be offered in the following order:

1. On duty/on day Transit Coordinator
2. Off duty/off day Transit Coordinator
3. On duty/on day Operators
4. Off duty/off day Operators
5. Coordinators on Vacation
6. Operators on Vacation
7. Transit Trainer

1813 Employees shall be entitled to sign a “do not call” list for overtime purposes.

1814 a) **All employees shall be entitled at their option, in lieu of pay, to accumulate up to a maximum of sixty (60) hours of banked overtime during a calendar year, and such time to be taken at a time mutually agreeable to the employee and management.**

b) **Employees will be permitted to carry over up to a maximum of forty (40) hours of banked overtime from one calendar year to the next calendar year.**

## **ARTICLE 19 – PROMOTIONS AND NEW APPOINTMENTS**

1901 All promotions shall be made by the City. Promotion and demotion shall be made by merit only, except where as between employees eligible for promotion, merit is equal, seniority shall govern.

## **ARTICLE 20 - SPAREBOARD**

2001 The purpose of the Spareboard is to cover sick/absent time, minimize overtime and to cover transit related duties. Spareboard operators are required to be available for duty twelve (12) consecutive hours per day for five (5) days per week, and in return shall be guaranteed a minimum wage of 7 ½ hours per day or 75 hours per pay period. Any time paid at overtime rates will not be used in the calculation of the 75 hour guarantee.

Note: The City will from time to time establish other Transit related duties. In the event that such duties are considered not transit related, then the Union will discuss their concerns with the Director of Transportation Services or management designate. No new Transit related duties will be added until discussions with the Union have been held.

2002 a) Work will be offered in order of seniority **and within spareboard shift windows. All spare operators will be utilized before Relief Operators. Shifts will not be split if able to be covered by spare operators.**

**Dispatching of Spareboard is to be done in a manner that ensures the most economical operation of the system.**

**Shifts starting before 06:00 hours are required to cover early work (e.g. industrial), unless there is a larger shift beginning at 06:00 hours and spareboard is unavailable to cover.**

- b) Day spares booking will commence at 1800 hours with final job assignments completed by 19:00 hours the previous day. Evening spares will be scheduled any work by 1000 hours of the work day.
- c) When a Spareboard Operator has been scheduled a day's work (8 hours or more), the assigned work will not be changed except where or all of their work has been changed due to cancellation.
- d) Spareboard Operators who have not worked eight (8) hours in a day will remain on call for the coverage period defined on the shift sign-up. On call means the Operator is to be available for work and reachable.
- e) Full pieces of work that become available after 1300 hours of the current day will be assigned to any available Spareboard Operators in accordance to seniority as work becomes available. Spareboard operators do not have the right to refuse

work of 8 hours. If an operator is not reachable, the guarantee for that day is forfeited.

- f) Remaining Spareboard operators are assigned in accordance to seniority to any partial shifts that are open or will perform Transit related duties.
- g) Spareboard work assignments of less than eight (8) hours comprising Transit related duties are subject to change with service coverage being the first priority.
- h) The replacement of vacation weeks will be offered to the Spareboard who may choose in order of seniority. Some spare positions designated as vacation relief/Spareboard positions may be contained on the regular sign-up. Operators shall be paid in accordance with the number of hours worked for the vacation relief period. When no vacation relief work is available, the Operator(s) holding these positions will revert to the regular Spareboard in order of seniority and the regular work practices will apply.
- i) Future changes must be agreed to between the City and the Union.
- j) These provisions will supersede any past practice related to the Spareboard.

2003 It is agreed that if an employee is signed onto the spareboard and is scheduled and able to work as relief for a specific vacation period, he/she shall be paid in accordance with the number of hours scheduled for the vacation relief period at **their** regular rate of pay. If the employee reverts back to the spareboard because the signed vacation relief is cancelled by management, the employee shall exercise **their** own seniority over anyone on the spareboard.

#### **ARTICLE 21 – MEDICAL, HOSPITAL AND GROUP INSURANCE**

**2101** The City agrees to pay to the employee an amount equal to fifty percent (50%) of the premiums payable under the Manitoba Health Services Insurance Corporation Plan for medical and hospital coverage.

**2102** The City agrees to pay fifty percent (50%) of the premium for the Group Life, to a maximum of two times the annual salary as determined by the insurer, and Accident Insurance Plan presently in existence, for each member of the bargaining unit who participates in the plan.

#### **ARTICLE 22 – ACCIDENT/INCIDENT PAY**

**2201** Each employee who is required to make an accident report to the City not during regular working hours will receive in addition to any other payment, two (2) hours at the regular rate of hourly pay for reports made.

## **ARTICLE 23 – SEPARATION PAY**

**2301** Upon severance, retirement or death, all employees with five (5) years or more continuous service with the City shall be entitled to a separation allowance of one day's pay for each such completed year. This article does not apply to employees who are discharged for just cause.

## **ARTICLE 24 – LEGAL COUNSEL**

### **2401** Civil Liability

If an action or proceedings is brought against any employee covered by this agreement for an alleged tort committed by **them** in the performance of **their** duties, provided such actions do not constitute a gross disregard or neglect of **their** duty as an employee (the determination of what constitutes gross disregard or neglect being made in the opinion of the City), then:

- a) The employee, upon being served with any legal process, or upon receipt of notification of any action or proceedings as hereinbefore referred to, being commenced against him shall advise the Director of Transportation Services or management designate of any such notification or legal process;
- b) The City shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
- c) The City shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the City before the same is finalized;
- d) Upon the employee notifying the City in accordance with paragraph (a) above, the City and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the City shall unilaterally appoint counsel. The City accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

This section shall not be construed to mean that the City shall pay any costs, expenses or fees for such member incurred during or as a result of the City's internal disciplinary proceedings against such members, nor shall the City pay any legal fees, expenses or costs for such member in any legal action arising out of the City's internal disciplinary proceedings against such employee.

### **2402** Criminal Liability

If a criminal action, including a Highway Traffic Act offence is commenced against any employee covered by this agreement, which action arises out of such employee's actions

while in the performance of **their** duties and provided such actions do not constitute a gross disregard or neglect of **their** duties as an employee, (the determination of what constitutes gross disregard or neglect being made in the opinion of the City), then:

- a) The employee, upon being charged with a criminal offence, or upon receipt of notification of the commencement of any criminal action being commenced against **them** or upon the Highway Traffic Act offence being commenced against **them**, shall advise the City through the head of **their** department, of such criminal proceedings and the employee may request that the City appoint counsel to represent the employee in such criminal action.
- b) Upon receiving a request from an employee to appoint counsel, the matter shall be referred to the City Solicitor and upon recommendation of the City Solicitor to the City Manager; the City may agree to appoint counsel on behalf of the employee.
- c) If the City agrees to appoint counsel on behalf of the employee, the employee and the City Solicitor shall forthwith meet for the purpose of appointing counsel that is mutually agreeable to both parties. In the event the employee and the City cannot agree on who should be appointed as counsel, the City shall not be responsible for payment of legal fees.
- d) Only if the City agrees to appoint counsel, will the City be responsible for payment of legal fees as taxed and approved by the City.

This section shall not be construed to mean that the City shall pay any costs, expenses or fees for such member incurred during or as a result of the City's internal disciplinary proceedings against such members, nor shall the City pay any legal fees, expenses or costs for such member in any legal action arising out of the City's internal disciplinary proceedings against such employee.

## **ARTICLE 25 - DENTAL PLAN**

**2501** The City agrees to pay an amount equal to fifty percent (50%) of the premiums of the City's dental plan presently in existence for each employee of the bargaining unit who participates in the plan.

The Dental Fee Guide will be based upon the recommendation of the Benefits Review Committee.

## **ARTICLE 26 - PAYMENT IN LIEU OF REST BREAKS**

**2601** a) Operators will receive an annual amount equal to fifty-five (55) hours pay at the applicable hourly rate payable on the first payday in December. The parties agree that rest break pay does not apply to Transit Coordinators or the Transit Trainer.

- b) Payment will be pro-rated in accordance with the length of service in the twelve-month period for which payment is made.
- c) This payment will be reduced by an amount equivalent to ten (10) minutes for each day an employee is absent from work due to an unpaid Leave of Absence in accordance with Clause 905 or when they are serving a disciplinary suspension without pay in excess of five (5) days.
- d) Reduction of rest break payment will not apply to employees who have made advanced arrangements for daily leave of absence for Union business.
- e) For calculating purposes only, the twelve (12) month period for which payment is made will commence November 1<sup>st</sup> and end October 31<sup>st</sup> of the following calendar year.

**ARTICLE 27 – COMFORT STATIONS**

**2701** The City will provide a washroom facility in the immediate vicinity of the downtown bus mall.

**ARTICLE 28 – EMPLOYEE TRAINING AND DEVELOPMENT**

**2801** The City and the Union acknowledge that training and education opportunities are important components to an employee’s growth and development endeavors. Evaluation criteria will be developed, between management and union, to establish the reliability, abilities, skills and qualifications relevant to the training or education opportunity. Each employee who applies for the training or education opportunity will be considered by management and union based on these criteria. Where two or more employees are equal seniority will be the deciding factor.

**ARTICLE 29 – PERSONAL HEALTH INFORMATION ACT (PHIA)**

**2901** All employees under this agreement shall be subject to the provisions of the Personal Health Information Act (PHIA) and the City Policy relating to PHIA and all employees shall be trained and then sign the Pledge acknowledging their responsibility.

**ARTICLE 30 – RESPECTFUL WORKPLACE – DISCRIMINATION/HARASSMENT**

**3001** The City and the Union jointly affirm that every employee in the workplace shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment. All employees of the City of Brandon are part of the City’s Corporate Respectful Workplace Policy.

The principal of fair treatment is a fundamental one and both the City and the Union do not and will not condone any improper behavior on the part of any person which would jeopardize an employee’s dignity and well-being and/or undermine work relationships between employees in the Union and productivity.

**3002** Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- political belief, association, or activity
- religion or creed
- family status
- sex, including pregnancy
- sexual orientation
- age
- marital status
- source of income
- physical or mental disability
- place of residence
- membership, non-membership, or activity in a Union

**3003** Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It compromises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

**3004** The definition of discrimination and harassment shall be as contained within the Manitoba Human Rights Code.

**3005** The City will take immediate action towards any violent acts or threats directed at employees, between employees, by an employee toward a member of the public or by a member of the public towards an employee.

### **ARTICLE 31 – WORKPLACE SAFETY AND HEALTH**

**3101** The City and the Union recognize the importance of a safe and healthy work environment and agree to participate in a workplace safety and health program as set out in the Corporate Workplace Safety and Health Policy.

**3102** Workplace Safety & Health Committee

- a) A workplace safety and health committee shall be established with representation from Transit, to include one (1) Union appointed representative. This committee shall meet at least quarterly to deal with concerns related to occupational safety and health. Guidance for the development and operation of this committee may be gained from Provincial or Federal Acts and safety policies set by the City.



- b) Terms of reference for the committee shall include:
  - Investigating observed and reported health and safety concerns
  - Participating in providing training and education in safe work practices for employees
  - Performing workplace assessments
  - Recommending changes to alleviate unsafe or unhealthy conditions or practices
  - Reviewing new or significantly changed processes or procedures for the purpose of identifying health or safety hazards
  - Exchanging information regarding health and safety practices through the City's Joint Workplace Safety and Health Committee
- c) The City and the Union will assist committee members in acquiring the basic background information and expertise to effectively analyze areas and procedures with respect to identifying potential health and safety hazards.
- d) Any further terms of reference and/or clarification of the above terms of reference will be developed through joint consultation.

**3103** City Obligation

The City has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take reasonable and practical measures, both preventative and corrective, to protect the health and safety of employees. The City shall promote the realization by employees of their individual responsibility to prevent accidents or injuries to themselves and others.

**3104** Union Obligation

The Executive Officers and Safety Committee Members of ATU Local 1505, in cooperation with the City, shall encourage employees to work in a safe manner, and shall promote healthy and safe working conditions.

**3105** Employee Obligations

- a) Employees are responsible for taking the necessary measures to ensure their health, safety, and physical well-being and that they do not endanger the health, safety, and physical well-being of other persons in the workplace.
- b) Employees must observe the rules and practices established in connection with health and safety matters as a means of protecting themselves and others.
- c) Employees must use equipment or devices which are placed at their disposal by the City. Employees must inform the Director of Transportation Services or management designate of any equipment, a protective device, or apparatus is defective or missing when such a situation might endanger them or another person.

## **ARTICLE 32 – RELIEF OPERATORS**

- 3201 a) **Relief Operators** are **Transit Customer Service Operators** engaged on an “as required” or “call in” basis. **Relief Operators** will be used to cover absences, perform transit related duties or supplement services as required. Until the guarantee has been met, work will be allocated utilizing seniority and equal distribution of hours. Once all employees have reached the guarantee, work will be offered according to seniority only.
- b) All **Relief Operators** will receive a scheduled “option” day where they will have the first right of refusal. They may choose to accept work on this day but will not be penalized if they pass and if they accept work will be paid at the regular rate of pay. The least senior **Relief Operator** available for work must take the work assignment.
- c) Should an employee be scheduled to work without eight (8) hours of rest between shifts, that employee shall be entitled to decline the second shift. Schedules will be developed with this in consideration.

3202 **Relief Operators** will not be used if permanent employees are on layoff. If laid off employees are not available or willing to accept the assignment, then the City will use **Relief Operators**.

3203 **Relief Operators** will not be eligible for benefits under the collective agreement. Except for vacation relief, it is understood that when a **Relief Operator** works full time for a period of time exceeding a continuous nine (9) week period, they will except for layoff, be covered by the provisions of the Collective Agreement. **Relief Operators** who have worked less than a total of one thousand and forty (1040) accumulated career hours are not entitled to recourse of the grievance/arbitration procedure in the event of being released by the City.

3204 In the event of being released by the City, when a **Relief Operator** has worked more than one thousand and forty (1040) accumulated career hours, that employee shall have access to the grievance and arbitration article contained in this Collective Agreement.

3205 A **Relief Operator** will have their vacation pay included on each pay cheque, except once they achieve one thousand and forty (1040) accumulated career hours in the year as a result of continuous employment with the City. The City will determine when the employee will take vacation.

3206 **Relief Operators** will be entered onto a separate seniority list, and their seniority date will be the date that they entered into service with Transportation Services as a **Transit Customer Service Operator** and will continue from that date.

3207 The City will **attempt to** employ a minimum of 4 (four) and a maximum of 6 (six) **Relief Operators** at any given time. If the City believes there is a need to hire more than 6 **Relief Operators** it will approach the Union in a problem solving manner. Prior to any

hiring the City and the Union will mutually agree as to the number of additional **Relief Operators** required.

**Relief Operators who qualify for rest break pay remuneration shall receive it in the pay period in which they earn it.**

- 3208 a) **Relief Operators** will not lose their position on the **Relief Operator's** list if they decline work, excluding the following:
- i. If they are offered continuous work which is at least five days and they refuse they will have a fault placed against them, if they have three faults within a rolling twelve month period they will lose their seniority and be moved to the bottom of the list or, at the City's option, released from service.
  - ii. If there is work of less than five continuous days and a **Relief Operator** declines it, they will not have a fault assigned against them, unless they are the last **Relief Operator** on the seniority list. If they are the last **Relief Operator** on the list then they have to take the work offered.
- b) **Relief Operators** will be provided with written notice when they have been assessed a work refusal, which is considered a fault.

3209 **Relief Operators** must make every effort to contact the department on a regular basis and keep their phone number up to date. Failure to do so will be cause to remove their name from the seniority list.

3210 **Relief Operators** will receive a minimum of 20 hours per week, unless they are a Trainee Operator and do not have a valid license in place.

### **ARTICLE 33 – TRANSIT COORDINATOR**

3301 The Transit Coordinator position(s) shall be appointed by the City. The selection of the employee shall be on the basis of reliability, abilities, skills and qualifications relevant to the position. Where reliability, abilities, skills and qualifications are equal the continuous length of service with the City of the qualified candidate shall be the deciding factor.

3302 a) The employee appointed to any in-scope permanent Transit Coordinator position shall be allowed to return to a **Transit Customer Service Operator** position at any time during the twelve (12) month trial period for the position without losing seniority. Should a Transit Coordinator revert back to **Transit Customer Service Operator** during the twelve (12) month trial period, after accepting the Transit Coordinator position prior to a sign-up, the employee shall not be entitled to exercise their seniority rights until the next regular sign-up.

- b) After twelve (12) months the employee shall be considered permanent and all seniority rights as that of a **Transit Customer Service Operator** shall be forfeited. If after twelve (12) months the employee wished to revert to bus operating duties, that employee shall be placed at the bottom of the seniority list ahead of the **Relief Operators**.
- c) In the event that the Transit Coordinator jobs are deleted, or hours of the job are changed without mutual agreement by the City and the Union, any employee who holds the position may choose to revert back to their previous position without loss of previous seniority.
- d) When the vacation/hybrid Transit Coordinators are working as Spareboard, work assignments shall be given in accordance with their seniority as per Article 1301.
- e) During the 10 hour shift rotation, **Hybrid** Transit Coordinator positions shall be guaranteed a minimum wage of 9.5 hours per day. These positions may perform both Transit Coordinator and Operator duties when on Spareboard.
- f) The full time Transit Coordinator positions are not eligible for Spareboard work.

**3303** A **Transit Customer Service Operator** must have completed a minimum of one thousand forty (1040) hours of active service before they may begin training in a Transit Coordinator office.

**3304** In cases of Transit Coordinator absence, the hours will be covered by **an on day Hybrid** Transit Coordinator **at regular rates**. Should none be available, coverage will be provided by a **Coordinator Trained Operator**.

**3305** When a Transit Coordinator position becomes vacant, that position will be filled by the current Transit Coordinator pool (all positions) and will be offered based on seniority. The remaining vacancy will be filled through a competition.

**3306** A discussion will be held with the Union, the Transit Coordinator and Management prior to any alteration of the hours and duties of a Transit Coordinator.

**3307** There shall be 2 relief Transit Coordinator positions who will work a rotating weekly scheduled unless Transit Coordinator vacation is being covered by the Vacation Relief Transit Coordinator. During periods of Transit Coordinator vacation, the Hybrid Transit Coordinator shall cover the weekend shifts.

**3308** All Transit Coordinators shall receive their current Transit Coordinator wage regardless of their duties.

**3309** On Stat holidays, the Transit Coordinator office will be staffed for a time period that will complement and maintain the level of service and facilitate the dispatching of vehicles.

**3310**     **Hybrid** Transit Coordinator positions will be contained on the Transit Coordinator vacation schedule.

**ARTICLE 34 – TRANSIT TRAINER**

**3401**     The Transit Trainer position shall be appointed by the City. The selection of the employee shall be on the basis of reliability, abilities, skills and qualifications relevant to the position. Where reliability, abilities, skills and qualifications are equal, the continuous length of service with the City of the qualified candidate shall be the deciding factor.

- a)     The employee appointed to any in-scope permanent Transit Trainer position shall be allowed to return to a **Transit Customer Service Operator** position at any time during the twelve (12) month trial period for the position without losing seniority. Should a Transit Trainer revert back to **Transit Customer Service Operator** during the twelve (12) month trial period, after accepting the Transit Trainer position prior to a signup, the employee shall not be entitled to exercise their seniority rights until the next regular sign-up.
- b)     After twelve (12) months the employee shall be considered permanent and all seniority rights as that of a **Transit Customer Service Operator** shall be forfeited. If after twelve (12) months the employee wished to revert to bus operating duties, that employee shall be placed at the bottom of the seniority list ahead of the relief operators.
- c)     In the event that the Transit Trainer job is deleted, any employee who holds the position may choose to revert back to their previous position without loss of previous seniority.

**3402**     Except in cases of emergency, the Transit Trainer will not be used to cover Operator or Coordinator absences. Should this be required, their regular rate of pay shall apply and overtime rates will follow Clause 1807.

**3403**     The Transit Trainer position will not be included in the Operator or Coordinator vacation mark up. The Transit Trainer will not be replaced for vacation or sick time. Vacation time will be taken in week blocks, although Clause 1106 shall apply, and statutory holidays will be taken as they fall.

**3404**     Normal hours of work for the Transit Trainer shall be Monday to Friday 8am to 5pm, but these hours may be changed in accordance with operational requirements. In the event of a change of hours, at least one weeks' notice will be provided. Article 26 shall not apply to the Transit Trainer.

**3405**     Uniform clothing for the Transit Trainer shall be provided.

**ARTICLE 35 – BENEFITS**

**3501**     Early Retirement Benefit

Effective April 1<sup>st</sup>, 1997, the City of Brandon and the Amalgamated Transit Union Division 1505 agree that Article will only apply to eligible permanent employees employed by the City of Brandon.

1. There shall be a \$200.00 per month payment for a period of sixty (60) continuous months from the date of retirement or until the employee reaches age 65 or the Municipal Employees Benefits Program (M.E.B.P.) implements a 0.6% of Canada Pension Plan (C.P.P.) maximum contribution bridging benefit from retirement to age 65 or any future amendments implemented by M.E.B.P. for retirement beyond age 65.
2. Only eligible employees who retire and qualify for a pension under M.E.B.P.'s new "Rule of 80" formula are eligible for the \$200.00 per month retirement benefit. The "Rule of 80" is a combination of the employee's age (as of January 1, 2016 age 55) and length of employment service as recognized by M.E.B.P.
3. Should an employee on the 60-month, \$200.00 per month benefit die prior to exhausting their entitlement, the unpaid balance shall be paid as a lump sum to the registered spouse, or in the case of no spouse, the estate of the deceased employee.
4. The parties agree that until the M.E.B.P. implements a 0.6% of Canada Pension Plan maximum contribution bridging benefit as referred to in point #1, there will be no requests to re-negotiate this Article from either party and further that this Article will cease to exist when M.E.B.P. implements the above 0.6% bridging benefit.
5. The City agrees to provide payment of this benefit to eligible employees.

**AS WITNESS THE HANDS OF THE PARTIES HERETO THIS \_\_\_<sup>TH</sup> DAY OF June, 2022:**

**FOR THE CITY**

**FOR THE UNION**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**PRESIDENT/BUSINESS AGENT**

\_\_\_\_\_  
**CITY CLERK**

**Approved as to form and content:**

\_\_\_\_\_  
**CHAIRMAN  
BRANDON COMMITTEE**

**APPENDIX A**

<b>APPENDIX "A"</b>			
Transit Customer Service Operator (CSO)			
	January 1, 2022 (1.5%)	January 1, 2023 (1.5%)	January 1, 2024 (1.75%)
	\$27.47	\$27.88	\$28.37
Casual/Relief Customer Service Operator			
	January 1, 2022 (1.5%)	January 1, 2023 (1.5%)	January 1, 2024 (1.75%)
	\$22.54	\$22.88	\$23.28
Transit Coordinator			
	January 1, 2022	January 1, 2023	January 1, 2024
14% above CSO	\$31.31	\$31.78	\$32.34
Transit Hybrid Coordinator			
	January 1, 2022 (1.5%)	January 1, 2023 (1.5%)	January 1, 2024 (1.75%)
	\$30.75	\$31.21	\$31.76
Customer Service Operator - Trainee			
	January 1, 2022 (1.5%)	January 1, 2023 (1.5%)	January 1, 2024 (1.75%)
	\$20.18	\$20.48	\$20.84
Transit Trainer			
	January 1, 2022 (1.5%)	January 1, 2023 (1.5%)	January 1, 2024 (1.75%)
	\$32.98	\$33.47	\$34.06

The parties agree that the following Letters of Understanding are attached to this Agreement.

**Letters of Understanding Table of Contents**

TITLE	PAGE
#1 - Uniforms	37
#2 – Casual Employee	39
#3 - Overtime	39

**LETTER OF UNDERSTANDING #1 – UNIFORMS**

This letter shall serve to confirm that the parties have agreed to commence a trial method of administering Uniforms, notwithstanding Article 16 in the Collective Agreement. For the period of this Collective Agreement (January 1, **2022** – December 31, **2024**), the following shall replace Article 16 in the Collective Agreement. Should either party wish to end the trial early, notice shall be provided in writing. Upon receipt of notice, Article 16 in the Collective Agreement shall again apply, effective the next calendar year.

1601 Employees are expected to report for duty in a full, clean and neat uniform. The uniform is to only be worn while carrying out the duties of a transit employee. While in uniform employees must conduct themselves in a manner that does not have a negative effect on Brandon Transit or the City of Brandon.

1602 Employees are required to maintain control of their uniform articles at all times. Uniform articles may not be gifted, donated or loaned to those not employed by Brandon Transit for any reason. Uniform articles shall be returned to the City when no longer in suitable condition or upon resignation, retirement or termination.

**1603 Employees will be reimbursed up to \$700 per calendar year for uniform clothing purchased. Employees may be required to provide the purchase for inspection upon request of management prior to being reimbursed.**

1604 The following clothing shall be issued to all new probationary employees:

- Winter parka (1)
- Spring/Fall Jacket (1)
- Sweater (pull over) or Fleece (zip up) (1)
- Shirts (4)
- Ball cap (1)
- Protective clothing as required



- a. The following clothing articles are not provided, employees will **be reimbursed up to \$700 when the probationary period has been successfully completed. Relief & casual employees shall receive a clothing allowance of \$26.92 per pay period worked.**

Dress pants and/or shorts (as per current uniform standards)

Toque (as per current uniform standards)

Gloves/Mitts (as per current uniform standards)

Footwear (as per current uniform standards)

1605 The following clothing shall be issued to each employee annually:

Pullover Sweater or Fleece zip up (1)

Shirts (2)

Ball cap

1605 b – The following clothing shall be replaced upon presentation of worn/damaged items to management designate as required:

Winter Parka

Spring/Fall Jacket

Protective clothing

1606 The current uniform standard will be reviewed annually by management and the Transit Union clothing committee. This review shall be conducted by one management representative and one Transit Union committee member at minimum.

1607 The City shall make every reasonable effort to ensure delivery of uniforms no later than July 1st of every year.

1608 Employees may buy additional logo'd articles at cost from the City to supplement their uniform.

1609 Upon presentation of receipts, pregnant employees will be provided with up to one hundred and fifty dollars (\$150.00) towards the purchase of maternity clothing of appropriate style and colour.

**1610 The Transit Trainer is not eligible for Clothing Allowance.**

## **LETTER OF UNDERSTANDING #2 – CASUAL EMPLOYEES**

For the period of this Collective Agreement (January 1, 2019 – December 31, 2020), a new employee classification shall exist:

“Casual Employee” shall mean a **Relief Operator** who is not guaranteed any hours under Article 3310, and who will not be considered when filling permanent positions. Casual employees will be permitted to decline call-ins, however, must work at least one shift within any thirty (30) day period. Casual employees will only be offered pieces of work after Spareboard and temps have declined the work or are not available. The City shall not employ more than four (4) Casual Employees at any one time, and they shall be paid the **Relief Operator** rate of pay.

In return, for the period of this Collective Agreement (January 1, 2019 – December 31, 2020), Article 111 shall be amended to read:

1111 The City will allow three (3) permanent operators to book annual vacation blocks as per Article 1110 (former 1109). Additional flex/bank/stat time off will be granted provided operational requirements can be met. Casual employees may be used to cover additional time off requests.

This LOU will expire at the end of this Collective Agreement and should the parties wish to renew it a new LOU must be signed.

## **LETTER OF UNDERSTANDING #3 – OVERTIME**

**This letter shall serve to confirm that the parties have agreed to trial the following method of offering overtime shifts, notwithstanding Article 1811 in the Collective Agreement. For the period of this Collective Agreement (January 1, 2022 – December 31, 2024), the following shall replace Article 1811 in the Collective Agreement. Should either party wish to end the trial early, notice shall be provided in writing. Upon receipt of notice, Article 1811 in the Collective Agreement shall again apply, effective the next calendar year.**

**1811 After Spare Board, Relief Operator and Casual straight-time options are exhausted, Transit Customer Service Operator on day overtime will be offered in the following order:**

- Day on / Operator**
- Day on / Relief Operators (outside work window & overtime after 8 hours)**
- Day off / Operator**
- Day off / Relief Operators (overtime gets paid)**
- Casuals (overtime after 8 hours)**
- Day on / Coordinator**
- Day off / Coordinator**
- Vacation Operator**
- Vacation Coordinator**
- Trainer**