

TABLED BY THE CITY OF SASKATOON

This \_\_\_\_ day of November, 2016 at

Without Prejudice, E. & O.E.

**2013 Collective Bargaining for the City of Saskatoon**

**Renewal of the 2010 – 2012 Collective Agreement with  
Amalgamated Transit Union, Local No. 615**

**OFFER for SETTLEMENT**

**BETWEEN**

**THE CITY OF SASKATOON  
(hereinafter referred to as “the City”)**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL No. 615  
(hereinafter referred to as “the Union”)**

**THE CITY RESERVES THE RIGHT TO WITHDRAW THIS OFFER AS OF  
5:00 p.m., Monday November 14, 2016**

In addition to the Agreement In Principle re: Pensions, Salaries, and Term  
attached to this Memorandum of Agreement,

The Union and the City agree to the following changes to the Collective Agreement:

(Underline indicates added or revised wording.

~~Strike through~~ indicates deleted wording.)

## ARTICLE A1 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force, and shall take effect, from January 1, 2010 2013. It shall continue in force until December 31, 2012 2016, and from year to year thereafter unless either party gives written notice to terminate or renegotiate this Agreement, such notice to be given not less than thirty (30) days nor more than sixty (60) days prior to December 31, 2012 2016.

## ARTICLE A2 COVERAGE

- a) This Agreement will constitute the wages and working conditions of all employees of the City within the collective bargaining unit represented by the Union. The City recognizes the Amalgamated Transit Union (ATU) Local No. 615 as the sole and exclusive collective bargaining agent.
- b) This Agreement will not cover the Transit Manager, Director of Saskatoon Transit, Business Manager, Occupational Safety Administrator, Operations Manager, Maintenance Manager, Planning and Access Transit Manager, Planning Supervisor, Body Shop Supervisor, Mechanical Supervisor, Service Supervisor, Secretary to Transit Manager, Secretary II, Accounting Coordinator, Access Transit Supervisor, Customer Service Manager, Marketing Manager, Service Supervisor (Maintenance), Operations Superintendent.

## ARTICLE A6 STATUTORY AND CIVIC HOLIDAYS

- f) Where such a holiday falls on a Saturday or Sunday, and is instead observed on any other day, if so proclaimed by City Council or Provincial or Federal Governments:
  - i) for Office and Access Transit Operators and Booking and Scheduling Clerks, the statutory holiday will be observed on the day so proclaimed.
  - ii) for Operations, Customer Service, ~~ACCESS TRANSIT~~ and Maintenance/Stores Sections, the holiday will be observed on the calendar date on which the holiday falls and not on the day otherwise proclaimed.

## ARTICLE A8 ANNUAL VACATION

- n) ~~does not apply to ACCESS TRANSIT operators~~  
The annual vacation sign-ups for Operators will allow two (2) blocks per week during the months of January, February and March.
- s) ~~Annual Vacation for ACCESS TRANSIT employees' annual vacation~~ will be decided-arranged by the Access Transit Manager.

- i) A minimum of two (2) Access Transit Operators may be on vacation at any time during a calendar year. A minimum of twelve percent (12%) of Access Transit Operators may be on vacation during the period of July 1 through August 31.
- t) i) ~~Does not apply to ACCESS TRANSIT employees~~

ARTICLE A9 MEDICAL LEAVE does not apply to ACCESS TRANSIT.

TERMS AND CONDITIONS OF GAIN SHARING  
MEDICAL LEAVE PROJECT TO REPLACE ARTICLE A9 (SICK LEAVE)

The gain sharing project shall continue until December 31, ~~2012~~ 2016. Thirty (30) days' written notice by either party can be given to end this project on December 31, ~~2012~~ 2016 resulting in Article A9 (Sick Leave) resuming as if Article A9 (Medical Leave) does not exist. All accrued credits under sections e and f will be paid to each individual employee. Accumulated medical leave will revert into days as per A9 Sick Leave.

ARTICLE A9 SICK LEAVE applies to ACCESS TRANSIT ~~full time~~

ARTICLE A14 VACANCIES OR NEW POSITIONS

- b) ~~does not apply for ACCESS TRANSIT applicants~~
- c) Classification rankings for the purposes of this Article, are attached as Schedule "B". ~~ACCESS TRANSIT is a stand alone unit with no 'transfer rights'.~~
- e) ~~does not apply to ACCESS TRANSIT.~~
- iii) Following completion of such temporary position, employees will be reinstated in their former position with no loss of classification, seniority, benefits or wage.
- f) ~~iii) does not apply to ACCESS TRANSIT.~~
- k) Promotion - A permanent employee, on promotion to a position with a higher maximum hourly rate of pay, shall be placed at the lowest Step of the Grade of the new position which generates a higher rate than the employee's current rate of pay. The anniversary date for the calculation of any subsequent increment shall be the appointment date to the new position plus any previous time worked in that position.
- l) Demotion - An employee, on demotion to another position with a lower maximum hourly rate of pay and the employee's former rate of pay is higher than the maximum of the new position, shall be paid at the maximum of the new

position. If the employee's former rate of pay falls between steps of the new position, he shall be paid at the step which is above his previous rate of pay. The anniversary date for the calculation of any subsequent increment shall be the appointment date to the new position.

m) Transfer - An employee, on transfer from one position to another with the same maximum hourly rate of pay, shall maintain his rate of pay and increment date.

ARTICLE A16 BANKING OF TIME ~~This article shall not apply to ACCESS TRANSIT employees.~~

a) Banking Time

i) Accumulation of Banked Statutory Holidays

A banked statutory holiday may be earned for:

- work on a statutory holiday;
- a statutory holiday which falls on a day off;
- a statutory holiday which falls within or adjacent to annual vacation, provided the intent to bank such day(s) is indicated at the time of annual vacation sign up.

ii) Accumulation of Banked Overtime – Except ACCESS Transit

~~- Banking of overtime is restricted to Operations, Office Customer Service.~~  
Employees in Operations, Office, Maintenance and Customer Service may bank up to a maximum of eighty (80) hours of statutory holidays/overtime.

- One hour of overtime is equal to one and one half (1½) or two (2) banked hours as applicable

iii) Accumulation of Banked Overtime or Statutory Holidays – ACCESS Transit

ACCESS employees may bank up to a maximum of forty (40) hours of statutory holidays/overtime.

Banked time can be used at the discretion of the immediate supervisor.

Delete Memorandum of Agreement Re: Banking of Time – Access Transit (pg. 98) and Banking of Time - Time Clerks (pg. 99)

ARTICLE A18 GRIEVANCE PROCEDURE

~~f) The time limits set out in this Article may be varied by mutual agreement between the parties.~~

h) Time Limits

i) ~~All~~ The time limits specified in the Grievance Procedure set out in this Article can be extended may be varied by mutual agreement between the parties.

ARTICLE A21 SUPERANNUATION

Superannuation – outlined in the Agreement in Principle (AIP) attached to this Memorandum of Agreement.

~~ARTICLE A24 SEVERANCE PAY~~

~~Severance pay will be payable on the basis of two percent (2%) per year of employment of accumulated sick leave credit as of the date the employee actually leaves the Civic service to a maximum of sixty percent (60%) of such credit. Payment to be based on the average hourly rate during the best six (6) consecutive years of service and to be paid in cash to the employee – or in such manner as the employee may elect.~~

~~Payment shall be made on retirement or involuntary release from the service on account of technological changes (but not on dismissal for cause), provided the employee has completed ten (10) years of service.~~

~~Should an employee die while in the service, and having completed ten (10) years of service, a gratuity shall be paid to his estate – such gratuity to be calculated in the same manner as for retirement.~~

~~The City shall consider severance pay for resignation due to proven medical reasons supported by documentation from medical authorities.~~

~~This condition of employment shall not be applicable to employees employed after September 1, 1974.~~

~~ARTICLE A25 SERVICE PAY~~

~~a) Employees shall receive service pay on the following basis:~~

- ~~— After five (5) years of completed service – \$ 4.50 per month~~
- ~~— After ten (10) years of completed service – \$ 9.00 per month~~
- ~~— After fifteen (15) years of completed service – \$13.50 per month~~
- ~~— After twenty (20) years of completed service – \$18.00 per month~~

- ~~b) Effective July 1, 1988, Article A25(a) above becomes null and void, however, employees who, on July 1, 1988, are receiving \$13.50 per month or \$18.00 per month service pay shall continue to receive the same until retirement or termination.~~

#### ARTICLE A26 COMPASSIONATE LEAVE

~~Effective March 17, 2008 a~~Applies to part-time employees on a pro-rated basis for scheduled hours of work.

#### ARTICLE A29 REPRESENTATION

- a) Upon request, written or verbal, from an employee, he and/or his Union representative shall have access, within a reasonable time after the request, to the official ~~personal~~ personnel file of the employee in the presence of an authorised representative of Transit Management.

#### ARTICLE A32 PAY FOR CALLS TO OFFICE, JURY AND WITNESS DUTY

~~d) Effective March 17, 2008 a~~Applies to part-time employees on a pro-rated basis for scheduled hours of work.

#### ARTICLE B5 UNIFORMS

##### OPERATORS UNIFORMS

- a) ~~Effective March 17, 2008 e~~Employees who are on Workers' Compensation, Sick Bank, Sick No Pay, temporarily working outside the bargaining unit, ~~hired during the year~~, working in a part-time position during the year, leaves of absence in excess of thirty (30) days, maternity, adoption or parental leave during a calendar year will have their annual allotment of points prorated for the following year.

#### ARTICLE B12 OPERATORS/INSPECTORS REPORTS, EXTRA WORK, ETC.

- c) Personnel~~al~~ Record

#### ARTICLE B14 CHAUFFEURDUDRIVER'S LICENSE AND MEDICAL EXAMINATIONS

The City shall pay the Driver's Chauffeur's License required to be held by an Operator/Inspector in the month following renewal.

~~In addition, the City shall pay for medical examinations required of employees. Employees required to take annual medical shall utilize the service of the City's Employee Health Service Program.~~

When employees' medical examinations are required by law for the performance of their job, the City shall pay for the examination, provided it is at a clinic approved by the City. If an employee chooses to attend a clinic not approved by the City, the City will pay up to a maximum of sixty dollars (\$60.00).

ARTICLE B15 SUNDAY PREMIUM – Only applies to ACCESS TRANSIT Operators

~~Effective March 17, 2008 a~~ A Sunday premium of fifty cents (\$.50) per hour shall be paid for regular work hours worked by an employee between the hours of midnight Saturday to midnight Sunday. Sunday premium will not apply when an employee is receiving overtime pay or time off in lieu of premium pay, statutory and civic holiday pay, or any other premium pay.

ARTICLE C3 WORK CLOTHING

- a) ~~Effective January 1, 2008 e~~Each Maintenance employee will be issued one hundred (100) points January 1 each year at a point value of \$2.75. Points are to be carried over from year to year. The points are to be used for the purpose of purchasing coveralls, Operator's 3 in 1 jackets at Operator's point value and C.S.A. approved appropriate foot wear.
- b) New employees will be issued with seventy points for coveralls and fifty points for safety foot wear on the first day of his/her employment. One hundred (100) points will be issued each year (January 1) thereafter.
- c) Effective January 1, 2016 employees requiring prescription glasses will be issued 50 points every two years for prescription safety glasses.

ARTICLE C5 DIFFERENTIAL PAY

Effective January 1, 2015 Article C5 b) will be modified as follows:

- b) Night shift employees (11:30 p.m. to 7:30 a.m.) and afternoon shift employees (3:30 p.m. to 11:30 p.m.) shall be paid ~~eight-five~~ one dollar and five cents (-85¢ \$1.05) per hour extra for time actually worked. This shall include employees working on night relief.

Effective January 1, 2016 Article C5 b) will be modified as follows:

- b) Night shift employees (11:30 p.m. to 7:30 a.m.) and afternoon shift employees (3:30 p.m. to 11:30 p.m.) shall be paid ~~eight-five~~ one dollar and ten cents (\$1.10) per hour extra for time actually worked. This shall include employees working on night relief.

- d) Where no Supervisor is working on day shift (7:30 a.m. to 3:30 p.m.) in the Mechanical area or Bodyshop area within the Maintenance Section, the senior regular Journeyman/Apprentice in the respective section who agrees to perform the duties of the Supervisor will be called Acting Shift Supervisor.

#### ARTICLE C6 TOOL ALLOWANCE

The Employer shall pay annually, based on actual regular hours worked (8 hours per day), journey persons/apprentices 1.14% of the top hourly rate of the highest journey person rate, including any wage supplement, servicepersons/~~apprentice~~ 1.15% of the top hourly rate and Utility/Shift Supervisors 0.49% of the top hourly rate. No payment will be made for absences while on Medical Leave, Workers' Compensation or absence in excess of thirty (30) calendar days. No further payment will be made for lost or broken tools.

#### ARTICLE C7 APPRENTICE'S SENIORITY

- a) On the day Apprentice(s) receive their Trade Certificate from the Saskatchewan Apprenticeship and Trade Certification Commission ~~Department of Labour~~ they will have their Journeypersons Classification Seniority backdated to the day they received their appointment to the Apprentice position (as per the date on their appointment letter).

#### ARTICLE C8 MAINTENANCE SECTION STANDARDS FOR PROMOTION

- d) Servicepersons who makes a lateral transfer to Parts/Storesman shall be paid top rate of Parts/Storesman.

#### ARTICLE C9 DRIVER'S LICENSE, MEDICAL EXAMINATION

The City shall pay the basic driver's license costs.

In addition, the City shall pay for medical examinations required for these special driver's licenses, provided the employee attends a clinic approved by the City. If an employee chooses to attend a clinic not approved by the City, the City will pay up to a maximum of sixty dollars (\$60.00). ~~Employees required to take annual medicals shall utilize the services of the City's Employee Health Services Program.~~

#### ARTICLE D4 OFFICE APPAREL

- a) ~~Effective March 17, 2008 e~~ Employees who are on Workers' Compensation, Sick Bank, Sick No Pay, temporarily working outside the bargaining unit, ~~hired during the year,~~ working in a part-time position during the year, leaves of absence in excess of thirty (30) days, maternity, adoption or parental leave during a calendar year will have their annual allotment of points prorated for the following year.



- b) Office Staff will be issued office apparel, to be worn while on duty, under a system of points which can be utilized by staff to acquire items of approved clothing of their choice. An Employee who provides a receipt of purchase shall be reimbursed for clothing up to the value of clothing as per Article D4 c).

The approved apparel will include the following:

Office Staff:

- trouser or skirt
- shirt or blouse
- tie
- sweater
- blazer
- parka
- 3 in 1 jacket
- fleece jacket

ARTICLE E1 HOURS OF WORK

- a) Hours of work shall be established within the following time frames with full time Customer Service Representative (CSR) hours to be 36.667 per week:

Monday to Saturday	6:00 a.m. to 12:00 midnight
Sunday	8:30 a.m. to 12:00 midnight

- d) Each Part-time CSR will choose, by seniority, one consistent day per week, as their "OFF" day. Only "~~ONE~~one (1)" off day can be signed per part time CSR during each sign- up. A part-time CSR may switch their off day to accommodated cover an open shift.

ARTICLE E3 OVERTIME

- b) Overtime is described as any work that cannot be filled by part-time CSR's at regular rates and will be issued in the following ~~manner~~ order (it should be noted that in some instances a part-time CSR could have a portion of two (2) hours or less paid at overtime rates when filling an open shift):

ARTICLE E4 UNIFORM

- A) Employees who are on Workers' Compensation, Sick Bank, Sick No Pay, temporarily working outside the bargaining unit, ~~hired during the year~~, working in a part-time position during the year, leaves of absence in excess of thirty (30) days,

maternity, adoption or parental leave during a calendar year will have their annual allotment of points prorated for the following year.

SCHEDULE B

SECTION CLASSIFICATION LIST

**OPERATIONS**

Time Clerk  
Inspector, Operator, Driving Instructor

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**MAINTENANCE**

Journeypersons/Apprentice (Mechanic, Body Repair, Machinist, Electrician), Relief  
Shop Supervisor  
Stores Supervisor  
Storekeeper  
Parts Storesperson  
Service Writer  
Service/Non-Journey Tradesperson  
Utility/Shift Supervisor/Relief Serviceperson

**ACCESS**

Full-time Scheduling and Booking Clerk  
Part-time Scheduling and Booking Clerk  
Full-time Access Transit Operator  
Part-time Access Transit Operator

LETTER OF UNDERSTANDING - TERMS AND CONDITIONS OF REARRANGED  
WORK WEEK EXPERIMENT

The parties agree to the following:

- A schedule of rearranged work hours will be designed permitting accumulation of sufficient time such that employees will earn one day off following completion of 14 extended work days.
- The term of the experiment will be extended to the end of the ~~2012~~ 2016 Collective Bargaining Agreement.
- Every third Friday will be designated as the earned day off, except in Maintenance where the day off will be determined at sign-up. ~~a~~ Alternate arrangements may be made in accordance with this agreement.

I. APPLICATION AND EMPLOYEE ELIGIBILITY FOR PARTICIPATION

- Application and participation will be restricted to the following:
  - Assistant Accountant
  - Coordinator Payroll Services
  - Assistant Coordinator Payroll Services
  - Schedules Planner II
  - Schedules Planner I
  - Charter Coordinator
  - Customer Service Representative
  - Revenue Clerk
  - Clerk Steno
  - Parts/Storesman
  - Storekeeper
  - Mechanic
  - Tradesperson
  - Service Writer
  - Service
  - Stores Supervisor

SALARIES SCHEDULE A

General Economic Increases (GEI) are as follows:

- January 1, 2013 -- Employees shall receive a 2.50% increase
  - January 1, 2014 – Employees shall receive a 2.20% increase
  - January 1, 2015 – Employees shall receive a 2.65% increase
  - January 1, 2016 – Employees shall receive a 2.65% increase
1. The classification rate for positions at ACCESS transit will receive an additional fifty cents (\$0.50) per hour equity adjustment effective January 1, 2015. (To be applied prior to the General Economic Increase for January 1, 2015).
  2. The classification rate for positions at ACCESS transit will receive an additional fifty cents (\$0.50) per hour equity adjustment effective January 1, 2016. (To be applied prior to the General Economic Increase for January 1, 2016).

Outstanding Pension Grievances

Subject to the parties executing the AIP, grievance 2014-023 shall proceed in the normal course.

The Union agrees that grievance 2015-000 is hereby withdrawn.

The parties agree they will recommend this Memorandum of Agreement to their respective principals.

Unless otherwise specified in this agreement this Memorandum of Agreement shall come into effect 30 days after the date that it is ratified by both parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016, in the City of Saskatoon, in the Province of Saskatchewan.

On behalf of The City of Saskatoon

On behalf of A.T.U Local 615

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**BETWEEN:**

The City of Saskatoon

("The City")

**AND:**

Amalgamated Transit Union, Local 615

("ATU 615")

**Re: The General Superannuation Plan for City of Saskatoon Employees Not Covered by the Police and Fire Departments' Superannuation Plans (Plan)**

Effective January 1, 2014 or as soon as practicable, the parties agree to implement the following changes to the General Superannuation Plan for City of Saskatoon Employees Not Covered by the Police and Fire Departments' Superannuation Plans (Plan):

1. Remove commuted value transfer option for members who qualify for a reduced pension but not an unreduced pension. For greater clarity, Members will not have the option of electing to transfer their benefit entitlement out of the Plan once eligible for an immediate pension.
2. Costs up to \$250,000 annually associated with the administration of the Plan shall be borne by the Plan. Costs shall be capped at a maximum of \$250,000 per year subject to rate increases equivalent to average GEI. For greater clarity, the administrative costs are those costs that are borne directly by the City in relation to the administration of the Plan. This is not intended to cover plan related costs that have been authorized by the Board of Trustees.
3. Increase Active Member required contribution rates by 0.30%. The average contribution rate when considering the total contributions above and below the YMPE will be 8.2%.
  - 7.8% of Earnings, other than deemed Earnings, up to the YMPE; and
  - 9.4% of Earnings, other than deemed Earnings, in excess of the YMPE.

Effective January 1, 2015, the parties agree to implement the following changes to the Plan for service accrued on or after January 1, 2015:

1. The normal form of pension will be changed to remove the subsidization for married members. As such, the normal form of pension for a married member will be a 60% survivor benefit with a 5-year guarantee that is actuarially equivalent to the normal form pension of a lifetime benefit with a 10-year guarantee.

2. “Final Earnings” will be calculated as the sum of:
- a) the 60 consecutive months of employment with the City during which the Member’s Earnings (excluding overtime earnings) were the highest (i.e. best average 5 years of Earnings); and
  - b) the 84 consecutive months of employment with the City on or after January 1, 2015 during which the Member’s overtime earnings were the highest (i.e. best average 7 years of overtime earnings commencing January 1, 2015).

For greater clarity, Final Earnings for service on or after January 1, 2015 can be no greater than Final Earnings for service prior to January 1, 2015.

3. The definition of Earnings for the purposes of calculating a Member’s entitlement will no longer be based on all remuneration received by a Member, but rather on base earnings (i.e. excluding overtime).
4. The unreduced retirement age provisions will change to rule of 85, 35 years of service or age 62.
5. Increase Active Member required contribution rates by 0.30%. The average contribution rate when considering the total contributions above and below the YMPE will be 8.5%.
- 8.1% of Earnings, other than deemed Earnings, up to the YMPE; and
  - 9.7% of Earnings, other than deemed Earnings, in excess of the YMPE.

Effective January 1, 2016, the parties agree to implement the following changes to the Plan:

- Increase Active Member required contribution rates by 0.30%. The average contribution rate when considering the total contributions above and below the YMPE will be 8.80%.
- 8.4% of Earnings, other than deemed Earnings, up to the YMPE; and
  - 10.0% of Earnings, other than deemed Earnings, in excess of the YMPE.

### **Future Funding Requirements**

In the event the Plan requires additional funding in order to meet the minimum funding requirements for any valuation prepared on or after December 31, 2015 and filed with the regulatory authorities the parties agree to:

Increase Active Member required contribution rates by 0.20%. The average contribution rate when considering the total contributions above and below the YMPE will be 9.0%.

- 8.6% of Earnings, other than deemed Earnings, up to the YMPE; and
- 10.2% of Earnings, other than deemed Earnings, in excess of the YMPE.

Thereafter, the Plan will be supported through average fixed rate employee and City contributions of 9.0% of earnings.

Notwithstanding, in the event the Plan requires additional funding (i.e. in excess of the 0.2% increase mentioned above) in order to meet the minimum funding requirements for any valuation prepared on or after December 31, 2015 and filed with the regulatory authorities, the City is prepared, on a one time basis, to temporarily increase contribution rates by 0.50%, matched by the employee, as part of the Plan changes.

In the event the temporary contribution rate increase is implemented the parties agree to make Plan changes, to be implemented no later than six years after the effective date of the temporary contribution rate increase, that would provide a sustainable pension plan supported by an average fixed contribution rate of 9.0% of Earnings by both employees and the City, unless otherwise negotiated.

In the event a valuation, including the December 31, 2015 valuation, is filed within the six year period referenced above that requires additional funding in order to meet the minimum funding requirements in excess of the temporary average contribution rate of 9.5% of earnings the parties will meet as soon as possible and make Plan changes necessary to meet the minimum funding requirements with an average contribution rate of 9.5% of earnings for both employees and the City.

The parties agree that all benefit change made as a result of this proposal will apply to future service only.

### **Dispute Resolution**

In the event the parties are unable to agree on which Plan changes should be implemented in relation to the above circumstances that necessitate changes to plan benefits 90 days prior to the required implementation date of those changes either party may refer the matter to a jointly agreed to or assigned arbitrator, recognized as having expertise in the area of pension design, to determine the reduction in future service benefits that would be required such that the total funding requirements (current service cost and special payments) could be supported by the contribution rates as outlined above. The arbitrator's resolution will be binding with a goal to resolve within 30 days.

This proposal is subject to:

1. the approval of the Financial and Consumer Affairs Authority of Saskatchewan (i.e. Superintendent of Pensions); and
2. the Board of Trustees filing a valuation as at December 31, 2012 with a 5% margin, and
3. requirements as prescribed by the provincial legislation.

This proposal is also deemed to include all consequential amendments to the collective agreement and the City of Saskatoon General Superannuation Plan Bylaw, 2003.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

On behalf of  
The City of Saskatoon

On behalf of  
A.T.U Local 615

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