

**AGREEMENT**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3254**

**AND**

**THE HANOVER SCHOOL DIVISION**

**Term of Agreement: July 1, 2020 - June 30, 2024**

This Agreement made this 20<sup>th</sup> day of JUNE, 2023.



**ARTICLE 1: TERM OF AGREEMENT**

- .01 This Agreement shall be in full force and effect from July 1, 2020 until June 30, 2024 inclusive, and shall continue in effect from year to year thereafter unless terminated or renewed as hereinafter provided.
- .02 Either Party desiring to terminate or amend this Agreement shall, not less than thirty (30) days nor more than ninety (90) days prior to the termination date give notice in writing to the other Party of the desire to terminate or amend the Agreement.
- .03 Where notice to amend is given by a Party, proposed complete amendments, in writing, shall be provided by that Party to the other Party within sixty (60) days following such notice.

**ARTICLE 2: MANAGEMENT RIGHTS**

- .01 Subject to the provisions of this Agreement, the operation of the school system and direction of all staff covered by Certificate No. MLB 6847 including the right to hire, suspend, or discharge for just cause; to assign to jobs, to classify, decrease or reorganize all staff, and to determine the service necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Division.
- .02 With regard to school bus drivers the Employer shall be the sole judge of competence in relation to driving habits, accident record, care of equipment, and all matters pertaining to the safe transportation of students and efficient operation of the bus fleet.
- .03 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the Division.
- .04 The Division shall have the right at any time to adopt, effect, alter and enforce rules and regulations not in conflict with the terms of this Agreement.
- .05 Violation of any of the established Board policies and procedures shall be considered cause for disciplinary action or discharge.
- .06 In administering this Agreement the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

**ARTICLE 3: RECOGNITION**

- .01 The Board recognizes the "Canadian Union of Public Employees" Local 3254, as the collective bargaining agent for all employees as outlined by Certificate No. MLB-6847 issued by the Manitoba Labour Board and as listed in Schedule "A" except casual employees, those excluded by the Act and those positions that the Parties may, from time to time, agree on as being excluded from this Collective Agreement.

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees and/or such other counsel as the Union authorizes when dealing with or negotiating with the Board. The Board shall also have the right at any time to have present such personnel of the Board and authorized representatives on its behalf, as it deems necessary.

- .02 In this Agreement, unless the context otherwise requires, the expression "employee" means a person who is employed by the Hanover School Division as provided for in "Schedule A" of the Agreement:

- a) "Full-time employee" means an employee who regularly works the full prescribed hours of work per week;
- b) "Part-time employee" means an employee who is scheduled to work less than the full prescribed hours of work per week on a regular and recurring basis;
- c) "Temporary employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. This period of time shall not exceed twelve (12) months. This period of time may be extended by mutual agreement when employees are being replaced while on leaves of absence for maternity or sickness. The Employer shall give the temporary employee at least eight (8) hours' notice of layoff before the date on which he is to be laid off, or in the absence of such notice shall grant pay in-lieu-thereof.
- d) "Casual employee" means an employee who is employed on an irregular or unscheduled basis; a casual employee is not covered by this Agreement. However, a casual employee shall be deemed a temporary employee after completing twenty (20) continuous working days, retroactive to the date of hire.

**ARTICLE 4: NON-DISCRIMINATION**

- .01 The Union and the Division agree that there shall be no discrimination, interference, restriction, or coercion, exercised or practiced with respect to any employee for any reason as defined in the Human Rights Code (including, but not limited to, age, race, sex, colour, political or religious affiliation); or by reason of his/her membership or non membership in a Trade Union.

**ARTICLE 5: UNION DUES**

- .01 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues calculated as a percentage (%) of Basic Salary, SRSS Early Start and/or Kindergarten Route Salary, as established by the Union and governed by the Labour Relations Act.
- .02 Deductions  
Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union Local 3254 not later than the 15th day of the following month, accompanied by a list of the names of employees from whose wages the deductions have been made.
- .03 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory checkoff of Union dues provided for in Clause .01.
- .04 Union dues shall not be deducted from persons classified as casual employees.
- .05 The Division agrees to indicate the amount of Union dues paid by each employee during a taxation year on the Income Tax T-4 slips.
- .06 The Union and the Division agree, that in accordance with the Labour Relations Act, an employee may apply to have his or her Union dues deduction payable to a charity as outlined therein.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

.01 Should a dispute arise between the Division, the Union or any employees regarding the interpretation, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

If a dispute arises between the Division and an employee, the employee shall first attempt to resolve such dispute through discussion with the employee's immediate supervisor before a grievance is initiated.

If the grievor so wishes, he/she may be accompanied by a Union Steward for the Steps one (1) through four (4) hearings.

All grievances shall be submitted in writing, stating the Article in the Collective Agreement violated and the solution sought, within fifteen (15) working days of the alleged incident. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within fifteen (15) working days of the said employee returning to work.

.02 **STEP 1**

The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing to his/her immediate supervisor. The supervisor shall render his/her decision within ten (10) working days after receipt of the grievance.

.03 **STEP 2**

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the grievance may be submitted to the Secretary-Treasurer, who may then schedule a hearing as soon as possible. The Secretary-Treasurer shall render his decision within ten (10) working days after receipt of such notice or ten (10) working days following the hearing.

.04 **STEP 3**

Failing settlement being reached in Step 2, the grievor will submit the written grievance to the Board of Trustees who shall schedule a hearing as soon as possible. They shall render their decision within ten (10) working days after the next regularly scheduled Board meeting or within thirty (30) days, whichever is earlier.

.05 **STEP 4**

Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed or not proceed to arbitration within ten (10) working days.

.06 In cases of discharge or suspension, Step 1 of the Grievance Procedure may be by-passed.

.07 In the event of the failure of the Board to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement, the employee or Grievance Committee may advance the grievance to the following step in the Grievance Procedure outlined above.

## **ARTICLE 7: ARBITRATION PROCEDURE**

### **.01 Composition of Board of Arbitration**

When either Party requests that a grievance be submitted to Arbitration the request shall be made in writing, addressed to the other Party to the Agreement.

### **.02 Who May Be An Arbitrator**

No person shall be selected as an Arbitrator who:

- i) is acting or has in a period of six (6) months preceding the date of his appointment acted, in the capacity of solicitor, legal advisor, counsel or agent of either of the Parties;
- ii) has any pecuniary interest in the matters referred to the Board, other than being a taxpayer.

### **.03 Arbitrator's Procedure**

The Arbitrator may determine his/her own procedure, but shall give full opportunity to all Parties to present evidence and make representations to him/her. He/she shall hear and determine the difference or allegation and render a decision.

### **.04 Decision of the Arbitrator**

The decisions of the Arbitrator shall be final and binding to both Parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect. The Parties to this Agreement request that the Arbitrator hand down his/her decision within fifteen (15) days from the date of the hearing.

### **.05 Expenses of the Arbitrator**

Each Party shall pay:

- i) One-half (1/2) the fees and expenses of the Arbitrator.
- ii) One-half (1/2) the rental fee of a place to meet.

.06 The time limits in both the Grievance and Arbitration Procedures may be extended by consent of the Parties to this Agreement in writing. Failure on the part of the Griever to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned and all rights of recourse to the Grievance and Arbitration Procedures shall be at an end.

**ARTICLE 8: JOB DESCRIPTIONS**

- .01 If at any time the Employer changes an existing job description the employees and Union will receive the revised copy.

**ARTICLE 9: SICK LEAVE**

- .01 Sick leave is provided for the sole purpose of insuring an income to an employee during periods of illness.
- .02 Sick leave credits, which will provide leave of absence with pay, shall accumulate at the rate of one (1) day for every nine (9) days in the service of the Employer to a maximum of twenty (20) days per year. Service with the Division shall not include days absent on sick, personal or other leave.
- .03 The maximum sick leave credits shall not exceed one hundred and ten (110) working days.
- .04 The maximum sick leave as referred to above shall be reduced by the total number of working days taken as sick leave.
- .05 Should an employee call in sick for any period of time, they may be required to produce a certificate from a duly qualified physician, who may be appointed by the Division, certifying that the employee was unable to carry out his/her duties due to illness. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave benefits and may result in disciplinary action by the employer. Upon submission of a receipt the Board will reimburse the employee for the cost of the certificate.
- .06 In any case of absence due to illness, the employee shall report the matter to the employee's supervisor at least two (2) hours prior to the time the employee's work commences.
- .07 Following sick leave of any duration, the employee shall report his availability for work at least eight (8) hours before reporting for duty.
- .08 Sick leave shall not be payable to any employee:
- a) who is engaged in an employment for a wage or profit elsewhere with the exception of working on one's own farm;
  - b) whose illness results from the use of drugs or alcohol, and who is not receiving continued treatment and care from a licensed physician or a Board approved recognized program for the use of drugs or alcohol;
  - c) who is in receipt of disability income from a group insurance plan, Workers' Compensation, or Manitoba Public Insurance Corp.
- .09 Employees will be eligible to utilize up to four (4) days of accumulated sick leave per year for family illness where and when the employee is required to attend to a seriously ill or infirmed parent, dependent or spouse.

## **ARTICLE 10: PAYMENT OF WAGES**

### **.01 Pay Days**

The Division shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.

### **.02** Bus drivers who take their school bus home for the night by agreement with the Director of Transportation shall be paid a "plug-in" allowance of \$\$190.00 per school year as a split payment of \$95.00 no later than December 1<sup>st</sup> of each year, and \$95.00 no later than April 1<sup>st</sup>. of each year.

Effective September 2018, Bus Drivers who take their school bus home for the night by agreement with the Director of Transportation shall be paid a "plug-in" allowance of \$200.00 per school year as a split payment of \$100.00 no later than December 1<sup>st</sup> of each year, and \$100.00 no later than April 1<sup>st</sup> of each year.

## **ARTICLE 11: STRIKES AND LOCKOUTS**

### **.01** The Parties hereto agree that there shall be no strikes, slow downs, lockouts or any other work stoppage, or interference with work, which would cause any interruption during the lifetime of this Agreement, and no strike action will be taken until the full provisions of the Manitoba Labour Act, in respect to these matters, have been complied with.

### **.02** The Union agrees to give the Division at least two (2) weeks (fourteen (14) days) written notice as to the time and date of strike action.

### **.03** The Division agrees to give the Union at least two (2) weeks (fourteen (14) days) written notice as to the intended time and date of lockout.

## **ARTICLE 12: HOURS OF WORK**

### **.01** Bus drivers shall work those hours as required to properly service their routes and to maintain and clean the buses as per Board policy.

## **ARTICLE 13: OVERTIME, NON REGULAR TRIPS**

### **.01** Overtime work shall not be performed or paid for unless authorized by the Director of Transportation or other official designated by the Board of Trustees.

### **.02** Drivers who are assigned extra trips, shops/tech ED trips or assignments outside of their normal routes and responsibilities shall be paid a minimum of three (3) hours at extra trip rates. When a driver does not receive three (3) hours of notice that an extra trip has been cancelled, the driver shall receive three (3) hours of pay at the extra trip rate.

### **.03** Drivers who work in excess of eight (8) hours per day or forty (40) hours in a week shall be paid at time and one-half (1½) for these excess hours.

### **.04** For the purpose of this Agreement a regular scheduled route is considered to be three (3) hours worked per day; a kindergarten route is considered to be an additional one and one-half (1½) hours; a SRSS early start route is considered to be an additional one and one-half (1 ½) hours.



In addition a kindergarten driver, who has driven one (1) AM Kindergarten and one(1) PM Kindergarten bus route on the same day, shall be paid a minimum of one-half (1/2) hour per day or the actual time if it exceeds one-half (1/2) hour, for waiting time. The rate of pay shall be at the extra trip rate per hour.

- .05 No extra trips will be assigned to casual employees until after all full-time, part-time and temporary bus drivers within ten (10) kilometres from the start of the trip have been given an opportunity to take that trip. Extra trips shall be distributed evenly and fairly to all interested drivers in so far as no extra costs are incurred by the Division. The driver must be able to fulfil his regular run duties in order to be eligible. The drivers regular run duties and extra trips which have extra costs incurred by the Division, from time to time may be fairly distributed to interested drivers at the sole and unfettered discretion of the Division.
- .06 When a bus driver who has driven a regular AM and PM bus route that day, takes an overnight trip, that bus driver shall be paid at least eight (8) hours for that day including the regular scheduled route driving time as identified in Article 13:05 of this Agreement. Each additional day away on an overnight trip shall be guaranteed at eight (8) hours' pay.

#### **ARTICLE 14: INTERPRETATION**

- .01 The masculine shall be construed as including the feminine, the feminine shall be construed as including the masculine, and the singular the plural, where required.

#### **ARTICLE 15: STATUTORY HOLIDAYS**

- .01 All employees shall have general holidays off at their regular rates of pay, according to the requirements of "The Employment Standards Code".

#### **ARTICLE 16: VACATION PAY**

- .01 Employees shall be entitled to vacation pay as follows:
- a) 4% of gross bi-weekly wage excluding hours paid at overtime rates (hours worked that are paid at 1.5 times the regular hourly rate of pay) for the first three (3) years of continuous service.
  - b) 6% of gross bi-weekly wage excluding hours paid at overtime rates (hours worked that are paid at 1.5 times the regular hourly rate of pay) for the fourth (4<sup>th</sup>) year through the seventh (7<sup>th</sup>) year of continuous service.
  - c) 8% of gross bi-weekly wage excluding hours paid at overtime rates (hours worked that are paid at 1.5 times the regular hourly rate of pay) for the eight (8<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of continuous service.
  - d) 10% of gross bi-weekly wage excluding hours paid at overtime rates (hours worked that are paid at 1.5 times the regular hourly rate of pay) during the eleventh (11<sup>th</sup>) year of continuous service through the twenty-fourth (24<sup>th</sup>) year of continuous service
  - e) 12% of gross bi-weekly wage excluding hours paid at overtime rates (hours worked that are paid at 1.5 times the regular hours rate of pay) during the twenty-fifth (25<sup>th</sup>) and subsequent years of continuous service.
  - f) Vacation pay will be added to each bi-weekly pay cheque.

- .02 Employees who resign must provide the employer with the appropriate amount of notice as outlined in the Employment Standards Code. The employee shall be entitled to receive vacation pay prorated to the portion of the year on which the employee was eligible for vacation under The Employment Standards Code.
- .03 Pro Rata Benefits  
Employees who are discharged shall forfeit all rights to vacation pay under the terms of the Collective Agreement and shall be entitled to receive vacation pay prorated to the portion of the year in which the employee was eligible for vacation under The Employment Standards Code.

#### **ARTICLE 17: UNION BUSINESS**

- .01 During working hours, the Union covenants that neither the Union, nor its officers, agents, or members shall engage in, permit, or condone any solicitation of, and/or application for Union membership, and/or retention of Union membership, or Union dues, or fees, save as expressly permitted by the Division.
- .02 The Union shall notify the Division in writing, as to the names of the Union members on the Bargaining and Grievance Committee.
- .03 The Grievance Committee which may be the same as the bargaining committee shall not exceed four (4) Union members.

#### **ARTICLE 18: PROBATIONARY PERIOD**

- .01 There will be a one (1) working month Probationary Period which complies with the Employment Standards Code, and there will be an additional five (5) working months Probationary Period during which the usual monitoring and evaluation will take place. After the total probationary period is completed, the Director of Transportation and the Secretary-Treasurer will sign a document that will state that the probationary period has been successfully completed.
- .02 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the grievance procedure, if terminated for unsuitability.
- .03 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

#### **ARTICLE 19: SENIORITY**

- .01 Seniority is defined as the length of continuous service with the Division from the date of last hire and confirmed in accordance with Clauses .02 to .08 and it shall operate on a bargaining unit wide basis.
- .02 Seniority lists will be revised annually by April 1st of each year.
- .03 A copy of each list will be posted on the bulletin board at the bus garage, and a copy will be sent to the Union for distribution to its members.
- .04 The Union or its members shall raise concerns within ten (10) days of the posting of the seniority list. If there is no objection within the time frame, the list shall be deemed correct. In the case that an employee is absent when the list is posted, he shall have five (5) days to object after his return to duty.

- .05 Seniority of the employee will be established after completion of his probationary period but will be effective from the first day of continuous service.
- .06 An employee shall retain and accrue seniority if he is absent from work because of:
- a) illness or accidents covered by sick days under the terms of this Agreement;
  - b) compassionate, Union or maternity leave;
  - c) vacation or paid holidays;
  - d) a leave of absence of up to thirty (30) days;
  - e) lay-off during the summer break period.
- .07 An employee shall retain but shall not accrue seniority if:
- a) he is absent because of illness or accident over the period in .06 (a) but less than twelve (12) months;
  - b) he is promoted outside of the bargaining unit and has not completed his trial period;
  - c) he is laid off for less than one (1) year but over the period in .06 (e);
  - d) he is on a leave of absence in excess of thirty (30) days but less than one (1) year.
- .08 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- a) he is discharged for cause and is not reinstated;
  - b) he resigns in writing;
  - c) he is laid off for a period longer than one (1) year;
  - d) he fails to report for duty after notification to do so following a layoff is made to his last known address or phone number; the onus is on the employee to inform the Division of his current address and telephone number;
  - e) he is on leave of absence longer than one (1) year;
  - f) he is retired.

#### **ARTICLE 20: LAY-OFF AND RECALL**

- .01 Employees shall be laid off in reverse order of seniority.
- .02 The Employer shall give the employee written notice of the date on which he is to be laid off at least four (4) weeks before the date on which he is to be laid off or in the absence of such notice shall grant pay in-lieu-of. The exception to the above shall be the temporary employee who shall receive at least eight (8) hours' notice as per Article 3:02 (c).
- .03 Notification of recall following a lay-off shall be sent by certified letter to the last reported address of the employee.
- .04 No new employee shall be hired until those laid off who meet the requirements of the job have been given an opportunity of recall.
- .05 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of lay-off starting with the most recently laid off employee and proceeding in descending order to the first employee laid off.
- .06 Employment shall be deemed to be terminated if an employee fails to report for duty after notification to do so following a layoff is made to his last known address or telephone number; the onus is on the employee to inform the Division of his current address and telephone number.

Except under special circumstances, employees who receive a report for duty notification must return to work on the date outlined in the letter or their employment shall be deemed to be terminated.

- .07 For the purpose of lay-off and recall part-time employees shall accumulate seniority on a pro rata basis in accordance with actual time worked.
- .08 Any drivers who are not recalled shall be placed on the spare drivers' list.
- .09 These layoff and recall procedures shall not apply to in-service, administration or parent-teacher conference days nor normal Christmas, Spring or summer school closures.

#### **ARTICLE 21: LABOUR MANAGEMENT COMMITTEE**

- .01 A Labour Management Committee shall be established consisting of equal representatives of the Union and of the Division. The Committee shall concern itself with the following matters:
  - a) Promoting safety and sanitary practices;
  - b) Increasing operating efficiency by promoting co-operation in effecting economy moves;
  - c) Reviewing suggestions from employees;
  - d) Improving the quality of service for the school children and the ratepayers of the Hanover School Division.

- .04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Division and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Division with respect to its discussions and conclusions.

#### **ARTICLE 22: JOB POSTINGS**

- .01 When a position within the scope of this Agreement becomes vacant or when a new position within the scope of this Agreement is established, the Division will post a notice of the position for a period of ten (10) working days in the bus garage and send a copy of such posting to the President and Secretary of the Union. Employees who wish to apply must do so during the ten (10) working day period.
- .02 A copy of any job postings, made during the months of July and August, will be mailed to the President and the Secretary of the Union and all employees in the affected area as determined by the Director of Transportation, and posted on the Hanover School Division website.
- .03 Temporary positions will not be posted, but laid-off full-time employees and laid-off part-time employees shall have the opportunity of filling these positions.

#### **ARTICLE 23: DISCIPLINARY ACTION & UNSATISFACTORY PERFORMANCE**

- .01 Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause, he may:
  - a) orally reprimand the employee; OR
  - b) written reprimand the employee; OR

- c) suspend the employee without pay; OR
- d) recommend dismissal of the employee to the Secretary-Treasurer or his designate.

In case (a) a Shop Steward may be present if readily available at the request of the employee. If no Shop Steward is readily available then it is agreed disciplinary action may be taken.

Where disciplinary action (b) is to be taken, the Board shall notify the Union, the National Staff Representative, and employee in advance of such action being taken and shall allow the employee and the Shop Steward to be present at such a disciplinary meeting.

- .02 Where an employee is absent without leave for a period of one (1) working day, subject to a satisfactory investigation by the Board, he shall be considered to have abandoned his position and shall be deemed to have resigned without notice on the last day in which he was present at work and performed his regular duties.

**ARTICLE 24: LEAVE OF ABSENCE**

**.01 General Leave of Absence**

- a) General leave of absence is not to be used for maintaining employment or profit elsewhere with the exception of working on one's own farm.
- b) An employee may be granted a one (1) to four (4) day leave of absence without pay for personal, public or community service reasons by the Director of Transportation or his designate, if the request (except in an emergency) is made at least forty-eight (48) hours prior to the start of the leave. The employee is responsible for arranging an HSD approved alternate.
- c) An employee may be granted a leave of absence exceeding four (4) consecutive work days without pay for personal, public or community service reasons by the Director of Transportation if the request (except in an emergency) is made in writing at least two (2) weeks prior to the start of the leave. The employee is responsible for arranging an HSD approved alternate.
- d) If the employee takes a job elsewhere, during his leave of absence, without approval of the Division, the employee will be considered as having terminated his employment with the Division.

**.02 Maternity Leave**

Female employees having a minimum of seven (7) months' service with the Hanover School Division shall, upon written request, be granted leave of absence without pay as outlined in the "Employment Standards Code". It shall be the responsibility of the employee to notify the Division, in writing, at least two (2) weeks prior to resumption of work following the maternity leave.

**.03 Parental Leave**

Employees having a minimum of seven (7) months' service with the Hanover School Division shall, upon written request, be granted leave of absence without pay as outlined in the "Employment Standards Code". It shall be the responsibility of the employee to notify the Division, in writing, at least two (2) weeks prior to the resumption of work following a leave under this Article.

04 Bereavement Leave

- a) Upon request employees shall be granted bereavement leave without loss of wages in the case of the death of their parents, children, grandchildren, siblings, spouse or common-law spouse of five (5) days; and mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, brother-in-law, or sister-in-law up to but not exceeding three (3) days; and uncle, aunt or close friend up to one (1) day upon approval by the Director of Transportation.

For the purpose of this article, a common-law spouse shall be defined as follows: Where employees establish that they have been residing with a person and have been publicly representing that person as their spouse for a period of not less than six (6) months, that person shall be deemed to be the common-law spouse of the employee.

Leave without loss of salary beyond this amount may be granted at the discretion of the Board Superintendent or designate.

.05 Union Leave of Absence

- a) Upon giving ten (10) calendar days' prior written notice to the Division, employees elected or appointed to represent the Union at a convention shall be granted a leave of absence provided such leave of absence does not interfere with the Division's operations. In no instance will there be more than two (2) delegates, and the leave of absence shall not exceed twenty (20) working days in total for any one (1) year. The Division shall continue to pay the employee and will then bill the Union an amount equal to one hundred percent (100%) of the employee's salary plus the cost of fringe benefits.
- b) Any representative of the Union shall be allowed to attend bargaining sessions or Grievance and Arbitration sessions held during working hours without loss of seniority.
- c) Any elected representative of the Union who is granted time off for Union Business, other than in (a) or (b) above, shall be paid by the Division who will then bill the Union an amount equal to one hundred percent (100%) of the employee's salary plus the cost of fringe benefits.

**ARTICLE 25: MEDICAL EXAMINATIONS**

- .01 Should the Employer require a bus driver to have an Independent Medical Examination (IME) in order to maintain their Class 2 license, the Employer will pay the actual cost of the medical certificate.
- .02 The Division will reimburse an employee for the cost of obtaining their medical report in order to maintain their Class 2 license, as required by Manitoba Driver and Vehicle Licensing. All requests must be supported by original receipts.

**ARTICLE 26: BENEFITS**

.01 Long Term Disability Coverage

The Division shall provide compulsory Long Term Disability coverage for all regular "full-time employees" after the first three (3) months of employment have been completed. The employee shall pay 100% of each employee's LTD plan premiums.

.02 Group Life Insurance

- a) The Division will administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.

.03 The Manitoba School Boards Association Pension Plan for Non-Teaching Employees

The Division shall provide the Manitoba School Boards Association Pension Plan for Non-Teaching Employees for all eligible employees according to the requirements of the Plan.

SIGNED AND AGREED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3254 (THE UNION)

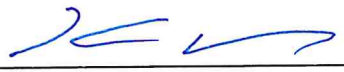
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

SIGNED AND AGREED ON BEHALF OF:

THE HANOVER SCHOOL DIVISION  
(THE DIVISION)

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Secretary-Treasurer

**SCHEDULE "A"**

**SCHEDULE OF SALARIES & WAGES**

<b><u>BASIC SALARY</u></b> <b>(Bi-Weekly)</b>	<b>July 1/20 – June 30/21</b>	<b>July 1/21 – June 30/22</b>	<b>July 1/22 – June 30/23</b>	<b>July 1/23 – June 30/24</b>
First Year Drivers	\$614.16	\$634.43	\$650.29	\$666.55
Second Year Drivers	\$633.53	\$654.44	\$670.80	\$687.57
Third Year Drivers	\$661.94	\$683.78	\$700.87	\$718.39
Fourth Year Drivers	\$735.17	\$759.43	\$778.42	\$797.88
Extra Trip Rate: (per hour)	\$20.06	\$20.72	\$21.24	\$21.77

Temporary Bus Drivers shall be paid the minimum rate for the classification.

Kindergarten Route Drivers shall be paid one-half of regular rates for the kindergarten route.

SRSS Early Start Drivers shall be paid one-half of regular rates for the early start route.

Handicapped Bus Premium shall be paid at \$5.00/day for each registered wheelchair student to be adjusted for each semester.

**Condition of Schedule "A"**

The flat bi-weekly rate includes statutory holiday pay, but does not include Canada Day, which will be paid in addition.

If a driver misses a day, 1/10th of the bi-weekly rate will be deducted.

The annual basic salary shall consist of twenty-two (22) bi-weekly pay periods.

After employees have completed the mandatory training and have received the Class 2 Driver's Licence and the School Bus Driver's Certificate, when these bus drivers are attending the eight (8) hours of mandatory annual in-servicing or any in-servicing provided by the division, they shall be paid at the Extra Trip Rate for all hours they are in attendance at such in-service training.

Upon completion of a year of accident free and offence free driving, a school bus driver will be entitled to a twenty-five dollar (\$25) award. The award shall be increased by an additional twenty-five dollars (\$25) for each continuous year of accident free and ticket free driving, up to a maximum of one hundred and twenty-five dollars (\$125) per year.

Should a driver be involved in an accident where he/she is found at-fault, at least fifty percent (50%) or more, or have a driving offence that appears on their drivers' abstract, or receives a photo enforcement offence while operating a school bus, the driver would not be eligible for the award as outlined above. The



next accident and offence free driving abstract provided by the driver, will be awarded beginning again, at twenty-five (\$25) dollars.

Note:

HSD – will post SRSS early start, Work Experience, kindergarten & Shop/Tech ED trips under the same practice as vacant runs.

Sick leave will also be paid on schedule Work Experience and Shop/Tech ED trips the same as it is currently paid on SRSS early start and Kindergarten runs.

