

EXPIRY DATE: July 1, 2027

AGREEMENT BETWEEN:

SEINE RIVER SCHOOL DIVISION, in the Province of Manitoba, hereinafter referred to as the "Division",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

Whereas: The Division and the Union desire to cooperate in establishing and maintaining conditions which shall promote a harmonious relationship between the Division and employees covered by this Agreement, to provide methods for a fair and amicable adjustment to disputes which may arise between them and to promote an efficient operation.

Now therefore, the Union and the Division mutually agree as follows:

ARTICLE 1 NATURE OF BARGAINING UNIT

1.01 The Division agrees to recognize the Union as the as the sole and exclusive bargaining agent for all employees of Seine River School Division, in the Province of Manitoba, employed as bus drivers, bus driver instructors and bus monitors, and excluding managers, those above the rank of manager and those excluded by the Act as set forth in the Manitoba Labour Board Certificate No. MLB-7478 dated the 25th day of July, 2023

ARTICLE 2 **DEFINITIONS**

2.01 **Work Days**

Wherever used in this Agreement, work days shall be deemed to exclude Saturday, Sunday, general holidays and non-instructional days unless specifically stated otherwise.

2.02 **Employee**

Wherever used in this Agreement, Employee shall mean an employee in the bargaining unit described in Article 1.01.

2.03 **Regular Bus Driver**

Regular Bus Driver is an employee who has a regular scheduled route (either morning and/or afternoon, single or multiple bus runs).

2.04 **Standby Bus Driver**

Standby Bus Driver is an employee who is regularly scheduled to be on standby to fill in for absent drivers or special assignments.

2.05 **Term Bus Driver**

Term Bus Driver is an employee who is awarded a term contract for the absences of a regular bus driver, a vacant route, or a shuttle, that are longer than thirty (30) calendar days, not to extend past June 30 of any school year.

2.06 **Spare Driver**

Spare Bus Driver is an employee employed only for the purpose of relieving a bus driver or assigned to work on an "as needed basis". Spare drivers shall be covered by this Agreement

2.07 **Bus Driver Instructor**

Bus Driver Instructor is an employee hired by the School Division to provide training and assist in evaluations of bus drivers.

2.08 **Bus Monitor**

Bus Monitor is an employee who is regularly scheduled on a bus route to assist students who have a need for a bus monitor based on their individualized transportation plan.

2.09 **Spare Bus Monitor**

Spare Bus Monitor is an employee employed only for the purpose of relieving a bus monitor or assigned to work on an “as needed basis”. Spare monitors shall be covered by this Agreement

2.10 **Route**

Routes are identified by a route map and description, the details of which is subject to change based on transportation requirements for that route. These routes are assigned to regular drivers on a permanent basis. A regular route shall be the a.m. and p.m. transportation of students to and from school.

2.11 **Shuttles**

Shuttles are regular transport of students other than routes.

2.12 **Field Trip/Extra-Curricular Trip**

Field Trips or Extracurricular day or evening trips shall be any transportation of students other than the regular routes and shuttles. They are any request to provide school bus service for extracurricular activities on a one time or irregular basis.

2.13 **Dry Run**

Dry Run is a route driven by an employee driving an empty bus prior to the beginning of the school year and at other times as determined by the Division to familiarize themselves with the route and confirm posted timing and stops.

2.14 **Wheelchair Duties**

Wheelchair Duties shall be when the bus driver and/or bus monitor are required to assist loading a student in a wheelchair on or off the bus and properly secure the student in their seat belt.

2.15 **Gender**

The parties agree that this collective agreement should contain gender neutral language throughout. Any provision in this Collective Agreement which is expressed in terms of a specific gender, shall apply equally to all employees covered by this agreement regardless of their gender.

2.16 **Plural and Singular**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

2.17 **Spouse**

A "spouse" is a person who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) consecutive months.

ARTICLE 3 NO CONTRACTING OUT/IN

3.01 The Division shall not contract out any work currently performed by employees of the bargaining unit. The Division shall not contract in any work that can be performed by employees of the bargaining unit.

3.02 All employees of the Division who are excluded from the bargaining unit shall not perform any work currently performed by employees of the bargaining unit unless no bargaining unit employee is available, willing, able and capable of performing the normal functions of the job requirements.

ARTICLE 4 UNION SHOP

4.01 The Division shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Division shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official Membership Application form (Exhibit One) within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

4.02 The Union shall provide the Division with a link to an electronic copy of Exhibit One, sample attached to this Agreement. The Division shall forward a copy duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the application in the event a copy cannot be sent electronically.

4.03 The Division agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, sick leave or on leave of absence from their employment during the previous month, and those hired or rehired and/or the nature of any status change of an employee (example, Spare Driver to Regular Bus Driver) during this same period.

ARTICLE 5 UNION DUES

5.01 The Division shall deduct from the wages of each employee, such union dues, initiation fees and assessments as are authorized by the Union. The division further agrees to deduct the union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Division to the Accounting Department/Bookkeeper of the Union via direct deposit within twenty (20) calendar days following the end of the Division's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Division shall also provide the Union, when remitting the statement, with the name change of employees

5.02 Each year, the Division will calculate the amount of union dues deducted from the employee's pay and shall indicate the same on the T-4 slip for each employee no later than February 28th.

5.03 The Union shall notify the Division in writing of any changes in the amount of dues at least thirty (30) calendar days prior to the end of the pay period in which the deductions are to be made.

ARTICLE 6 UNION RIGHTS AND ACTIVITIES

6.01 The Division agrees that the bargaining unit shall have the right to assistance from representatives of the Union when negotiating or dealing with matters concerning the Agreement

6.02 The Union shall notify the Division in writing of the name of its stewards and the Division shall be required to recognize only those stewards of whom it has notice.

6.03 Upon receiving approval from the employee's immediate supervisor which approval shall not be unreasonably denied, Shop Stewards shall be allowed reasonable time off without loss of pay during regular working hours either before or after their run and/or extra trips for the purposes of investigating any grievances or potential grievances.

6.04 The Division shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

6.05 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

ARTICLE 7 UNION REPRESENTATIVE’S VISITS

7.01 A duly authorized full-time representative of the Union (the “Representative”) shall be entitled to visit the Division’s premises for the purpose of observing working conditions, and communicating with the employees in the Bargaining Unit with respect to matters relating to the Labour Relations Act or the Collective Agreement, upon having notified the Transportation Manager. Notification shall take place upon entering the Division’s premises.

7.02 The Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during an employee’s working hours, the Division shall allow the employee up to five (5) minutes of paid time off in order to meet with the Representative, provided said time off does not unduly interfere with the Division’s operations.

Interviews between the Representative and an employee shall be held in private so as to not distract or disrupt other employees. Any such meeting shall take place in a location designated by the Division and acceptable to the Union.

7.03 When on the Division’s premises, the Representative shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of their duties and the Representative shall observe all reasonable policies and administrative procedures governing the Division’s operation. However, no such policy or administrative procedure shall prohibit, prevent or unduly interfere in any way with the Representative’s rights that are provided for in this Agreement.

Article 8 ORIENTATION MEETINGS

8.01 The Division shall allow new employees up to thirty (30) minutes to meet with a full-time Union representative on or before the first professional development day of their employment or at another time as mutually agreed between the Union and the Division. Such meeting will be held on paid time at a time the employee is not scheduled to be driving a bus or as a bus monitor on a bus.

Article 9 BULLETIN BOARDS

9.01 The Union will install and maintain its own bulletin boards on the Division's premises and shall further be allowed to post notices concerning matters that are of a direct interest to the Union and the employees, provided such notices are not critical of the Division. The location of the bulletin boards shall be mutually agreed between the Division and the Union.

ARTICLE 10 MANAGEMENT RIGHTS

10.01 The Union recognizes and agrees that, except as specifically abridged or modified by this Agreement, all rights, powers and authority are retained solely and exclusively by the Division.

10.02 For greater certainty, and without limiting the generality of the foregoing, the Union recognizes that subject to the specific provisions of this Agreement, the Division has the sole and exclusive right:

- (a) To operate and manage its business in all respects in an efficient and economic manner as it sees fit;
- (b) To direct the workforce and to select, hire, promote, demote, assign, classify, layoff and recall employees;
- (c) To maintain order, discipline and efficiency and to discipline, suspend and dismiss employees (subject to the right of employees who have attained seniority to grieve that such discipline was not for just cause);
- (d) To establish, maintain, alter and enforce reasonable rules, regulations, policies and practices to be observed by employees;
- (e) To establish new routes and to alter, consolidate or abolish existing routes;
- (f) To determine the number of employees needed at any time, the hours and shifts to be worked, the duties to be performed, to set standards of performance and the qualifications of employees to perform work and to assess whether such standards or qualifications have been met;
- (g) To determine the hours and schedules of operations, operating techniques, methods, procedures and processes and means of performing work, products and services to be provided and the extension, limitation, curtailment or cessation of operations or any part thereof.

10.03 In administering this Agreement, the Division shall act reasonably fairly and in good faith and in a manner consistent with the Agreement as a whole.

10.04 The exercising of the foregoing rights shall not alter any of the specific provisions of this Agreement

ARTICLE 11 HOURS OF WORK

11.01 The employee’s workday shall be the hours assigned by the Division to properly service their regular route. The normal work week shall be Monday to Friday.

11.02 **Minimum Hours of Work**

The minimum daily hours of work for bus drivers shall be four (4) hours per day and bus monitors shall be three (3) hours per day, and are applicable only to those employees who work their regular route. An employee who works less than the regular route will be compensated pro-rata.

11.03 **Professional Development Days:**

Effective July 1, 2024, the Division commits to providing bus drivers and bus monitors with a minimum of twenty-four (24) hours of professional development per school year as determined by the Division. Bus drivers will be paid at the extra-curricular rate of pay for professional development.

Professional Development hours for bus monitors shall be inclusive of any paid professional development hours they receive as a Division employee

11.04 **Emergency Pay and Change in Work Schedule**

In the event of a storm or other emergency that results in the Division closing a school(s) on an employee’s route for a day or portion thereof, the employee (including spares) shall be paid as though they had worked, unless provided at least 24 hours notice of the cancellation.

11.05 **Cancellation of Scheduled Work**

If not provided 24 hours notice, employees (including spares) scheduled to work who have such work cancelled due to circumstances beyond their control and outside of the circumstances listed in article 11.04 will be paid three (3) hours at their appropriate rate of pay.

ARTICLE 12 SENIORITY

12.01 Seniority for employees shall be calculated from the date the employee commenced continuous employment with the School Division as a bus driver and/or bus monitor or as per Article 12.02.

Seniority for regular employees shall apply among regular employees and it is agreed that all regular employees shall have seniority over spare and term employees. Spare and term employees will exercise seniority only among other spare and term employees.

12.02 Subject to Article 12.04 Termination of Employment, seniority shall accumulate during all paid and unpaid authorized leaves of absence, during all layoffs and during all periods of sickness and/or injury.

12.03 In order for a spare employee to maintain their seniority, the employee must be paid a minimum of sixty (60) hours in any school year. Employees failing to do so, will have their seniority reset at the commencement of the following school year, except for employees away on an approved leave of absence, illness or other such reason acceptable to the Division.

12.04 **Termination of Employment**

An employee shall lose seniority and their name shall be removed from the seniority list for any of the following reasons:

- (a) Voluntary termination of employment;
- (b) Discharged for just cause and not reinstated;
- (c) Voluntarily retired;
- (d) Failure to return to work following an authorized leave of absence unless through illness or other such reason acceptable to the Division;
- (e) Absence for more than three (3) consecutive working days without notifying their Manager/Supervisor;
- (f) Failure to contact their Manager/Supervisor within three (3) working days after receiving notice of recall from lay-off by registered mail to do so unless through illness or other such reason that is acceptable to the Division. The employee shall not be required to return to work following lay-off earlier than seven (7) working days after receipt of the above notice unless through mutual agreement of the employee and the Division. The onus is on the employee to inform the Division in writing of their current address;
- (g) Laid-off for more than eighteen (18) consecutive months;
- (h) Is employed in an out-of-scope position within the Division and has completed their probationary period.
- (i) Not maintaining their school bus operator certificate.

With the exception of (h) above, an employee who has lost seniority as a result of the application of this clause shall be notified that their employment is terminated.

12.05 **Notice of Layoff**

Other than for the Winter, Spring and Summer school breaks, which shall be posted as soon as possible, and at least two (2) months in advance, the Division shall give each employee written notice of the date on which they are to be laid off at least four (4) weeks before the date on which they are to be laid off or in the absence of such notice shall grant pay in lieu thereof.

Employees shall be laid off in reverse order of seniority, provided always that the employees to be retained possess the ability and qualifications to perform the remaining work.

12.06 **Recall from Layoff**

Except for normal return to work after the Winter, Spring and Summer school breaks, which shall be posted as soon as possible, and at least two (2) months in advance, employees shall be recalled in order of seniority, with the most senior employee called first, then in descending order of seniority, provided always that such employees possess the ability and qualifications to perform the required work.

Notice of recall following a layoff shall be sent by certified mail to the last reported address of the employee. Employees shall keep the Division advised of their current address.

Except for the Winter, Spring, and Summer school breaks, when the employee will return on the date specified, the employee shall return to work within seven (7) working days from the time they received notice of recall or shall provide within that time, certification from a qualified medical practitioner confirming that they are unable to return to work by reason of illness or injury, or is on paid time off, union business, or compassionate leave.

12.07 No new employee shall be hired during layoff periods until employees on layoff who possess the ability and qualifications to perform the work have been given an opportunity of recall, when the employees on layoff are within or a reasonable distance from, as determined by the Division the school catchment of where the work is located.

12.08 The Division will be allowed to train new employees during layoff periods, provided such training does not eliminate any work which could be performed by laid-off employees.

12.09 **Seniority List**

A seniority list will be prepared and posted on the bulletin board twice a year in January and September. A copy of the list will be given to the Union and emailed to each employee by the Division.

In addition, the Division shall provide the Union in January and September of each calendar year or whenever a written request to do so is received from the Union, with an electronic Excel list containing the current name, address, email address, telephone number, social insurance number, employee number, classification, department (if applicable), full-time/part-time or casual status, rate of pay, start date and seniority date of all bargaining unit employees including those on leave and the type of leave.

ARTICLE 13 PROBATIONARY PERIOD

13.01 Any employee who is hired by the Division shall be on probation for their first sixty (60) days actually worked of employment. The Division, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement. The Division may, provided it has the agreement of the Union, extend the probationary period for a further period not to exceed sixty (60) days actually worked.

ARTICLE 14 EMPLOYMENT DURING SCHOOL YEAR

14.01 **Route Details**

The Division agrees to provide to the Union on or before October 15th of each year a complete list of all present routes indicating the route number, school serviced, time of the route and the kilometer distance of the route. Routes are subject to change during the school year and updates will be provided to the Union when those changes alter the hours or mileage paid for said route.

14.02 **Awarding of Field Trips**

When needed for field trips, the Transportation Manager or designate will call employees in to work, by rotation, starting each year with the most senior (as defined in Article 12.01) employee, working in that school catchment, who has indicated, in writing, that they are willing to work trips, and proceeding through the school year continuing down the seniority list to include spare drivers who reside within that school catchment.

An employee will be “called in” on the basis of a phone call (and/or email) to that employee. If there is no answer on any of the employee’s available phone numbers (and/or email addresses), or if the employee is not available the next senior employee will be called until a driver is obtained. The Division agrees to make every reasonable effort to reach the employees and to document the calls.

The Transportation Manager or designate will provide the drivers a copy of the itinerary a minimum of forty-eight (48) hours prior to the trip.

14.03 **Spare Driver/Monitor Scheduling**

When needed, the Transportation Manager or designate will call spare drivers/monitors in to work by rotation, starting each year with the most senior spare drivers/monitors, who resides in or is a reasonable distance from, as determined by the Division that school catchment. Employees will be advised of the expected length of the assignment at the time of call in.

An employee will be “called in” on the basis of a phone call (and/or email) to that employee. If there is no answer on any of the employee’s available phone numbers (and/or email addresses), or if the employee is not available the next senior spare driver/monitor will be called until a driver/monitor is obtained. The Division agrees to make every reasonable effort to reach the employees and to document the calls.

When the Division has been advised that a regular bus driver/monitor will be absent for a period of greater than 30 calendar days, the term position will be posted for all spare drivers/monitors to apply, and will be offered to the senior applicant, who resides in or is a reasonable distance from, as determined by the Division that school catchment, and who has the ability to perform the normal requirements of the position.

14.04 **Bus Driver Instructor**

Bus driver instructors shall instruct division bus drivers regarding school bus operating procedures, safety, evacuation procedures and other areas as determined by the Division. In order to perform their training duties, bus driver instructors shall be relieved of their regular bus driving duties as required to accommodate the driver training, as determined by the Transportation Manager and/or designate.

Opportunities for regular bus drivers to be trained as a bus driver instructor shall be posted for information purposes. The Division has the sole discretion to choose bus driver instructors. Preference will be given to regular bus drivers.

ARTICLE 15 VACANCIES/JOB POSTINGS

15.01 Prior to the beginning of the school year, the Transportation Manager shall confirm if regular bus drivers and monitors want to maintain their regular routes and shuttles. Regular routes and shuttles that are vacant or become vacated will be posted and awarded prior to the start of the school year as outlined in Article 15.02 and 15.03. Regular routes and shuttles that become available during the school year will be posted and awarded as outlined in Article 15.02 and 15.03, all bus drivers and monitors may apply.

15.02 When a vacancy occurs or a new position is created within the bargaining unit the Division shall post notice of the vacancy or new position on the appropriate electronic notice boards for a minimum of seven (7) calendar days. The Division agrees to email a copy of the job posting to each employee on the date it was posted during the Summer, Winter and/or Spring Break periods.

15.03 Vacancies and new positions within the scope of this Agreement shall be filled by seniority, providing the senior applicant can perform the normal functions of the job in a competent manner and are within or reasonable distance from the school catchment area as determined by the Division. Vacancies and new positions shall be filled within seven (7) working days of the closing of the job being posted as outlined in Article 15.02.

ARTICLE 16 OVERTIME

16.01 Overtime at the rate of time and one-half (1½) shall be paid for all time in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. No overtime shall be worked except on the authorization of the Division

16.02 Employees who report to work overtime on a regular work day after having completed and left the shift, shall receive the greater of time and one half (1 ½) for all hours worked or three (3) hours at straight time rate.

16.03 All overtime worked will be paid on the employee's next paycheque.

ARTICLE 17 PAYMENT FOR MEETING/WORKSHOP ATTENDANCE

17.01 When the Division requires an employee to be present at any meeting/workshop called by the Division, time spent at such a meeting/workshop shall be considered as time worked, including attendance at a grievance meeting. Other costs for mileage, meals, or accommodation with receipts may also be reimbursed, or paid directly by the Division consistent with Division policy or administrative procedure.

ARTICLE 18 GENERAL HOLIDAYS

18.01 All employees shall be entitled to a holiday with pay on the following days:

New Year's Day	Orange Shirt Day (<i>National Day for Truth and Reconciliation</i>) (<i>if it falls on a work day</i>)
Louis Riel Day	
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (<i>if it falls on a work day</i>)
July 1st	Christmas Day
Labour Day	Boxing Day

and any other day proclaimed by the Division or the Province of Manitoba.

18.02 An employee who is required to work on a general holiday other than Easter Monday, shall be paid one and one-half times (1.5x) their regular rate for all hours worked in addition either to the pay for the holiday or if mutually agreed, a day off in lieu thereof. In no case shall an employee be paid for less than two (2) hours at one and one-half (1.5x) times their regular rate of pay.

18.03 Employees shall receive general holiday pay calculated at 5% of the gross wages (not including overtime) in the 4-week period immediately before the holiday for any wages that are outside of the daily run (in addition to the daily run pay for regular employees).

ARTICLE 19 VACATION WITH PAY

19.01 Employees' vacation benefit will be calculated based on the employee's continuous service with the Division. The vacation year is deemed to be July 1 to June 30.

19.02 A vacation benefit equivalent to a percentage of total earning will be paid to every employee at the end of each month as follows:

- (a) Up to four (4) years of continuous service with the Division from the date of last hire, four (4%) percent.
- (b) Over four (4) years and up to ten (10) years of continuous service with the Division from the date of last hire, seven (7%) percent.
- (c) Over ten (10) years and up to fifteen (15) years of continuous service with the Division from the date of last hire, nine (9%) percent.
- (d) Over fifteen (15) years of continuous service with the Division from the date of last hire and thereafter, ten (10%) percent.

19.03 **Vacation Time Off**

Regular drivers (including standby drivers and bus driver instructors) and bus monitors can make a request to the Division prior to September 30th may be granted time off without pay for vacation purposes during the school year, up to a maximum of 10 days, subject to adequate coverage. Such time off will be granted by seniority from among those who apply by September 30th and will be confined to the period from October 1st to may 31st. Notification of approval or denial will be provided from the Division within ten (10) working days from the September 30th deadline to request vacation time off.

Once confirmed by the Division, vacation time off will not be changed unless mutually agreed.

19.04 **Vacation Pay On Termination**

Vacation pay shall be paid in addition to other wages due if employment is terminated.

ARTICLE 20 PROTECTED LEAVES OF ABSENCE

20.01 **Personal Leave**

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Division and written confirmation or denial of said leave shall be given within three (3) working days of the application, to the employee involved by the Division and a copy shall also be forwarded to the Union Office. The Division shall not unreasonably deny such requests.

20.02 **Union Leave**

Leave of absence, without pay shall be granted for a period of up to one (1) year to an employee who is hired by the Union on a full-time basis. Not more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Division and the Union. The Division will pay said employees as if they had been at work and the Union agrees to reimburse the Division for any payments in regard to wages and benefits paid to the employee.

20.03

Union Convention/Conference/Education Leave

A leave of absence without pay for the purpose of attending union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Division upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Division and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Division written notice not less than fourteen (14) calendar days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Division. The Division will pay said employees as if they had been at work and the Union agrees to reimburse the Division for any payments in regard to wages and benefits paid to the employee. The Chief Steward, Assistant Chief Stewards, Health and Safety Co-chair or any member elected to the UFCW Local 832 Executive Board shall be granted the time off necessary to perform their duties with the Union.

20.04

Negotiation Leave

The Division agrees to allow a maximum of three (3) employees, time off with pay on a cost recovery basis for the purpose for preparing or attending negotiations for the renewal of the Collective Bargaining Agreement. Whenever employees are on a leave of absence for union activities, they shall be paid by the Division as if they had worked, on a cost recovery basis. The Division will then bill the Union for the cost of wages and benefits, and the Union will remit payment promptly.

20.05

Compassionate Leave

Compassionate Leave: Each employee shall be allowed compassionate leave without loss of salary in the case of death or serious illness or any member of the immediate family as follows:

- (a) Five (5) non-consecutive days for spouse, common law partner, son, daughter, father, mother, grandchild, brother, sister.
- (b) Three (3) non-consecutive days for mother-in-law, father-in-law, grandparent.
- (c) One (1) day for sister-in-law, brother-in-law, son-in-law, daughter-in-law.

Leave without loss of salary beyond the time and for persons other than provided for herein may be granted at the discretion of the Superintendent. The Division agrees to provide leave for an employee to provide care/support for a terminally ill family member in accordance with the Employment Standards Code of Manitoba and Employment Insurance (EI) regulations.

20.06

Maternity Leave

An employee shall be granted a maternity leave of absence without pay by the Division. Said employee shall be re-employed by the Division after the birth and must return to work within seventeen (17) weeks unless they wish to take parental leave immediately following their maternity leave.

Where an employee intends to return to work immediately following their maternity leave, they must give the Division a minimum of two (2) weeks' notice in advance of the day they intend to return to work

In cases of physical complications, the employee may request an extension of their leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a Medical Professional's certificate setting out the nature of the complications.

20.07

Parental Leave

(A) **Entitlements**

Every employee

(a) who,

(i) becomes the natural parent of a child or assumes actual care and custody of a child, or

(iii) adopts a child under the law of a Province; and

(b) who submits to the Division an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to sixty-three (63) weeks.

(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Division and the employee.

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 the commencement of the parental leave, unless the employee and the Division otherwise agree.

(C) **Late Application for Parental Leave**

When an application for parental leave under sub-article (A) above is not made in accordance with sub-article (b), the employee is nonetheless entitled to, and upon application to the Division shall be granted, parental leave under this Article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced.

20.08 **Parenting Leave**

Employees, who are not taking maternity leave and/or parental leave, shall be granted two (2) scheduled days parenting leave of absence with pay which must be taken within seven (7) calendar days following the birth of their child. Said employees shall also be entitled to an additional seven (7) calendar days off without pay if they so desire. Parenting leave shall be in addition to any parental leave the employees may be entitled to.

20.09 **Family Leave**

In order for an employee to attend to the illness, injury or medical appointment of an employee's spouse, parent (including spouse's parents), child or any person residing in the employee's home, the employee may request, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed five (5) scheduled days in total per school year. Employees may utilize up to five (5) days of sick leave to cover loss wages. Where such cases occur and both parents of a particular child are employees of the Division, both parents may not access this leave concurrently.

20.10 **Witness Leave**

All employees required to appear in court as a witness on behalf of the Division, or due to their employment with the Division shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

20.11 **Additional Leaves of Absence**

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and regulations thereunder as of the date of ratification.

Should there be any changes to the code during the term of this agreement, employees shall maintain the original benefit level or be eligible for the amended ones, whichever is greater.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

20.12 **Leave Authorization**

The employee's request and the Division's decision concerning any requested leave of absence referred to in this Article shall be made in writing. The Division shall provide a written decision to the employee's request within five (5) working days of receiving the request.

20.13 **Maintenance of Benefit Plans During Leaves of Absence**

The maintenance of employee benefit plans during a leave of absence for which there is no pay shall be maintained upon payment of the full cost by the employee.

ARTICLE 21 LABOUR/MANAGEMENT RELATIONS

21.01 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of student transportation.

21.02 The Committee shall be composed of equal representation from the Division and Shop Stewards and/or members appointed by the Union with the total committee representation not to exceed six (6) members, unless mutually agreed otherwise. The full-time Union Representative and/or a representative from Human Resources may also attend these meetings. The committee shall meet twice per school year (in October and January) or at the request of either party for the purpose of discussing matters of mutual concern. The parties shall co-chair this committee and shall chair alternate meetings.

21.03 The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

21.04 Time spent at such meeting shall be considered as time worked and paid in addition to an employee's regular scheduled workday.

ARTICLE 22 DISCIPLINE/DISCHARGE

22.01 In all instances where the Division considers an employee may warrant disciplinary action, the Division will endeavour to meet with the employee in advance. A Shop Steward shall attend the meeting. A full-time Union Representative may attend the meeting providing such representative is readily available to do so.

22.02 All disciplinary meetings shall be held in private and shall take place in a location on the Division's premises or other location as mutually agreed between the Division and the Union.

22.03 If a disciplinary action taken involves a verbal warning, written warning, suspension, or dismissal, the Division shall notify the employee promptly, in writing, of the action taken and the reasons therefore, with a copy to the Shop Steward and emailed to the Union Representative.

22.04 Discipline that is older than twenty-four (24) calendar months cannot be used against the employee at a later date. This time period of twenty-four (24) calendar months shall not include periods of layoff or periods of leaves of absence without pay.

Notwithstanding the foregoing, written disciplinary notices involving harassment, serious incident as defined in the Regulations to The Workplace Safety and Health Act (Manitoba) and/or violence in the workplace or related to work can be referred to indefinitely.

22.05 Employees shall have access to their own personnel file, upon written request being given three (3) days in advance by the employee involved. Employees shall be able to obtain copies of their personnel file when requested. A copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's personnel file. The Division shall keep only one (1) personnel file per employee.

22.06 Employees involved in a discipline meeting or any type of Division investigation shall be paid at their regular hourly rate of pay.

ARTICLE 23 ADJUSTMENT OF GRIEVANCES

23.01 Any complaint, disagreement or difference of opinion between the Division and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

23.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Division shall promptly supply such information in writing to the Union within five (5) working days from the date of the request.

23.03 Any employee, the Union or the Division may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

23.04 All grievances must be submitted in writing.

23.05 The procedure for adjustment of grievances shall be as follows:

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the employee's immediate supervisor or their designate. The immediate supervisor or their designate shall reply to the grievance in writing, to the Union, within five (5) working days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

Step 2: The Union Representative or Representatives may take the matter up with the Division official designated by the Division to handle Labour Relations matters. If the matter is not taken up within ten (10) working days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

23.06 If a satisfactory settlement cannot be reached, then upon request of either party within ten (10) working days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 24, Arbitration.

23.07 It is understood and agreed by the Union and the Division that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Division

ARTICLE 24 ARBITRATION

24.01 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. The grievance shall be submitted to an Arbitrator, who shall be chosen in rotation starting from the top of the following list:

1. Blair Graham
2. Colin Robinson
3. Kathy McIlroy

Should the Arbitrator selected in rotation be unable or unwilling to convene a hearing within forty-five (45) calendar days of their appointment, either party may at that time proceed to the Manitoba Labour Board to have another Arbitrator appointed who can meet the forty-five (45) calendar day requirement.

24.02 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

24.03 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted must present an arbitrable issue under this Agreement.

24.04 The findings and the decision of the Arbitrator shall be binding and enforceable on all parties.

24.05 The Arbitrator's expenses shall be shared equally between both parties.

24.06 **Mediation**

The Division and the Union at any time prior to the hearing date for an arbitration may agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood that any such Mediator has no authority or powers under the terms of the collective agreement to impose or require the parties to accept a suggested settlement to the matter in dispute. All expenses and fees charged by the Mediator shall be borne equally by the Division and the Union.

ARTICLE 25 HEALTH AND SAFETY

25.01 The Division and the Union agree to maintain and develop working conditions which are conducive to the safety and health of all employees.

25.02 The Division agrees to provide to the employee such protective and safety equipment, including protective clothing, as required by the Workplace Health and Safety legislation.

25.03 There shall be a Workplace Safety and Health Committee with equal representation from both the Division and the Union consisting of three (3) Health and Safety representatives from the bargaining unit on the Committee, said representatives shall be elected or appointed by the Union. The Division shall allow two (2) days with pay per year to the Health and Safety Representatives on the committee to attend safety and health seminars, conferences or courses. More than two (2) days may be granted but the Division shall not be required to pay lost wages in excess of the two (2) days per year.

25.04 A full-time Union Representative may also attend the Health and Safety committee meetings as a guest from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, the Union office shall be provided with a copy of these minutes.

25.05 In situations where an employee believes that a safety and/or health hazard exists in the workplace the employee shall first report their concern(s) to their immediate supervisor. In the event the employee does not believe the safety and/or health concern(s) have been adequately addressed by the immediate supervisor the employee may refer their concern(s) to the joint Labour/Management Safety and Health Committee.

25.06 The Division acknowledges it is the employee's right to refuse to perform work in accordance with Workplace Health and Safety legislation.

25.07 **Reporting Workplace Injury or Illness**

Employees suffering a workplace injury or illness must immediately report such injury or illness to the Division and shall complete the "Notice of Injury" report which will be readily available in the workplace. If the workplace injury or illness requires treatment by a physician or other recognized health care professional, the employee shall inform the Division promptly of receiving the treatment (whether they are required to take time off or not) so that a report of the injury or illness can be filed with the Workers Compensation Board. Any information required by the Workers Compensation Board from the Division shall be provided within a reasonable period of time.

25.08

Duty to Accommodate

The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship, to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba Human Rights Code. The Division and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Duty to accommodate is the shared responsibility of the Division, the Union, and the employee(s). Where a need to accommodate has been identified, the parties shall meet to investigate and explore possible accommodation solutions that are substantial and meaningful to the point of undue hardship. Where necessary and by mutual agreement of the Union and the Division, relevant provisions of the Collective Agreement may be waived.

A dispute regarding accommodation may be referred to the grievance and arbitration procedure.

25.09

Working Alone Policy

The Workplace Safety and Health Committee will review the current Working Alone Policy to ensure that it complies with Manitoba Legislation. Any changes necessary to meet the legislated requirements will be recommended to senior administration to be incorporated into the Working Alone Policy, and the Policy will be posted in a prominent location.

ARTICLE 26 HARASSMENT

26.01 The Division and the Union agree that no form of harassment shall be condoned in the workplace. Both parties will work together in recognizing and resolving such concerns as they arise. Situations involving harassment shall be treated in strict confidence by the Division, the employee and the Union.

26.02 The Division's policy on harassment, developed in accordance with Manitoba Workplace Safety and Health legislation and regulations, shall be posted on bulletin boards in appropriate locations. Any situation involving harassment shall be dealt with in accordance with the procedures contained in the Division's harassment policies and procedures.

ARTICLE 27 UNIFORMS/PROTECTIVE CLOTHING AND EQUIPMENT

27.01 Protective Clothing and Equipment

Any safety clothing or equipment the Division mandates an employee to use or wear will be provided by the Division at no cost to the employee and will be replaced if damaged due to reasonable wear and tear. Employees will be responsible for the cost of replacement clothing or equipment which are lost or damaged due to negligence of the employee. Such items will be sized to fit appropriately each individual employee.

ARTICLE 28 DRIVERS LICENSE

28.01 All bus drivers must, as a condition of employment, have a valid driver's license to operate a school bus (Class 2) and must possess the ability and qualifications to perform the duties of the position safely.

28.02 All regular, term and standby drivers will be reimbursed an amount of up to one-hundred and fifty (\$150.00) dollars in each school year when they require a physical to renew their drivers license. Payment will be made upon submission of a completed expense form and accompanied by an official receipt.

28.03 All spare drivers will be reimbursed an amount of up to one-hundred and fifty (\$150.00) dollars in each school year when they require a physical to renew their drivers license. Payment will be made upon submission of a completed expense form and accompanied by an official receipt. The spare driver must have worked at least Four (4) days in order to qualify for reimbursement.

28.04 New Class II drivers trained by the Seine River School Division will be reimbursed the cost of their license. The spare driver must be employed for a minimum of three (3) months and have worked at least ten (10) days in order to qualify for reimbursement.

ARTICLE 29 TRANSPORTATION

29.01 No employee shall be required to use their own vehicle when performing work for the Division unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive mileage consistent with the Divisional mileage rate.

ARTICLE 30 STAFF POLICY MANUALS/HANDBOOKS

30.01 The Division agrees that should the Division's Staff Policy Manual and/or handbook no longer be available on the division's website, a copy of such shall be provided to the Union upon request from the Union.

ARTICLE 31 SUCCESSOR RIGHTS

31.01 This Agreement shall be binding upon the successors and assigns of the Division in accordance with the Manitoba Labour Relations Act.

ARTICLE 32 CONCILIATION

32.01 The Division and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate a revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Division and the Union.

ARTICLE 33 STRIKES AND LOCKOUTS

33.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

ARTICLE 34 BARGAINING UNIT INFORMATION

34.01 The Division shall provide the Union with all necessary information as required by the Manitoba Labour Relations Act relating to salaries and fringe benefits.

ARTICLE 35 COURT'S DECISION

35.01 In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 36 EXPIRY AND RENEWAL

36.01 This Agreement shall be effective from July 5, 2023 and shall remain in effect until June 30, 2027, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

36.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

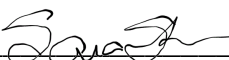
36.03 On the expiry date of this Agreement as indicated above, if negotiations have not been completed, the Division and the Union agree that this Agreement will be extended automatically until:

- (1) an agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Division twenty one (21) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lockout is declared by the Division by giving the Union twenty one (21) calendar days' notice in writing of its intention to declare a lockout.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS 6TH DAY OF SEPTEMBER, 2024.


FOR THE UNION:




Sara St Denis




Ken Masse



Daniel Coley



Joe Carreiro

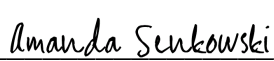


Jeff Traeger

FOR THE DIVISION



Wendy Bloomfield



Amanda Senkowski

APPENDIX "A"

HEALTH & WELFARE BENEFITS

A-1 Sick Leave

A-1.01 Sick leave means the period of time an Employee is permitted to be absent from work with pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers Compensation Act. Sick leave is not payable for any injury received while gainfully employed with another Division.

A-1.02 Employees shall be entitled to two (2) days of sick leave per month of service without loss of salary. All remaining portions of unused sick leave days shall continue to accumulate up to a maximum of one hundred (100) days. Sick leave with pay, beyond the time provided above may be granted at the discretion of the Superintendent.

A-1.03 The Division may require an employee to provide a certificate from a duly qualified medical practitioner certifying that the employee is or was unable to carry out their duties due to illness and is or is not able to return to their regular duties.

A-1.04 The Division reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Division will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Division to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.

A-1.05 Every employee shall notify their immediate supervisor (or designate) that they are unable to report to work due to illness prior to the start of the scheduled shift. When the employee knows at the time of initial call that the absence is going to be for a period of time greater than one (1) day it must be reported at the time of the call or when the employee becomes aware that the period of time is going to be greater than one (1) day they shall report this immediately.

A-1.06 Sick leave is not payable to an employee who, in respect to an illness or injury, resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance Corporation (MPIC). All overpayments shall be reimbursed to the Division as follows:

- (a) If an employee receives MPIC wage-loss replacement where the Division has also paid sick leave pay to the employee, the employee shall reimburse the Division, only to the extent that MPIC has compensated the employee, and not more than that the Division paid the employee during that period that they were being compensated by MPIC.
- (b) Any sick leave pay reimbursed to the Division, shall be re-credited to the employee's accumulated sick day bank

A-2 HEALTH CARE PLAN

A-2.01 The Division agrees to administer an optional benefit for employees, The Manitoba Blue Cross Extended Health Care Plan, in accordance with the terms and conditions set out therein. The premiums for this coverage shall be paid by the employees.

A-2.02 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, actions and proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division's administering deductions for the plan.

A-3 GROUP LIFE INSURANCE

A-3.01 It is compulsory for term and permanent employees to participate in the basic group life insurance benefit.

A-3.02 The Division shall administer the Manitoba Public School Employees Group Life Insurance Plan in accordance with the provisions of the Master Policy of said Plan.

A-4 GROUP RETIREMENT SAVINGS PLAN

A-4.01 Permanent employees covered under this agreement shall be enrolled in the cost shared Retirement Savings Plan on the 1st day of the month following twelve (12) months of assignment on a permanent route. Contributions will be based on a combined 6% of gross earnings (3% employee paid and 3% Division paid).

APPENDIX "B"

WAGES AND ALLOWANCES

B-1 Wages and Classifications

Bus Driver				
	5-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26
		2%+(*0.5%)	3%	3.5%
	\$ 22.55	\$ 23.11	\$ 23.81	\$ 24.64

* Plus (0.5%) in lieu of No-Fault Accident Bonus

For purposes of calculating wages, the Division will review routes, including kilometers and hours at a minimum of three times a year, but no later than October 15th, December 31st, and April 30th.

Throughout the life of this agreement, the parties agree that those employees who may be negatively impacted from the change in pay structure will be salary protected. Impacted employees will maintain their current rate in addition to a 2% increase rate of pay effective July 5, 2023.

A pro-rated increase at 50% of negotiated increases (1% +(*0.5%) in 2024, 1.5% in 2025, 1.75% in 2026) will apply for subsequent years until such time the employee's salary meets/exceeds Appendix B hourly rates. (Modified Red Circling).

All bus drivers on the hourly pay structure shall receive one (1) additional hour of pay as part of their basic salary for each day worked (day worked = from the time the bus departs from its regular parking location to the time the bus is parked at the end of the morning and afternoon runs) for the following duties and responsibilities. The additional one (1) hour shall be calculated into the driver's daily hours prior to the four (4) hour minimum referenced in Article 11.02.

The parties agree that the following duties and responsibilities are deemed to be included in the calculation of a bus driver basic salary:

- Annual pick up and drop off of bus
- Pre- trip and post-trip inspections
- Fuelling
- Normal paperwork
- Cleaning and washing of the bus
- As required by the Division, time spent meeting with the Manager each year to finalize the employee's assigned work run
- Servicing - trips to/from the bus garage for regularly scheduled maintenance; safety, preventive maintenance and one (1) additional trip within each school year to/from the bus garage for non-scheduled maintenance (maximum of four (4) trips total).

Bus Monitor				
	5-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26
		2%	2.5%	2.5%
Step 1	\$ 18.00	\$ 18.36	\$ 18.82	\$ 19.29
Step 2	\$ 19.00	\$ 19.38	\$ 19.86	\$ 20.36
Step 3	\$ 20.50	\$ 20.91	\$ 21.43	\$ 21.97
Step 4	\$ 22.00	\$ 22.44	\$ 23.00	\$ 23.58

B-2 Wheelchair Allowance

Bus drivers shall receive a seven (\$7.00) dollar allowance per day per student for students confined to a wheelchair on their route.

B-3 Bus Driver Instructor Premium

Bus driver instructors will receive a premium of two (\$2.00) dollars above the wage scale in B-1 for hours engaged as a bus driver instructor.

B-4 Field Trips/Extracurricular Trips

At the start of each new school year, a list will be compiled of all drivers wishing to be offered field /extracurricular trips. At all times regular bus runs shall receive priority.

Field/Extracurricular trips shall be identified as follows:

- I. Local Trip: trips which are done between the regular morning and afternoon runs, or other similar short trips, regardless of destination.
- II. All Day Field Trip: trips of eight (8) or more hours in duration.

Hours and Rates of Pay for Field/Extracurricular Trips:

- I. Local Trip: per hour rate with a minimum of three (3) hours per trip, and a maximum of six and one half (6.5) hours (actual time).
- II. All Day Trip: per hour rate with a maximum of ten (10) hours

Field/Extracurricular Trip Hourly Rate			
5-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26
		2.5%	2.5%
\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.01

The minimum of three (3) hours will not apply to additional duties or kilometers driven immediately following the performance of regular duties where there is no callout time involved. The Maximum chargeable per trip may be exceeded with special approval from the Transportation Manager.

Field trips or extracurricular day or evening trips must include thirty (30) minutes to complete both pre-trip and post-trip inspections where the bus driver is using a different unit.

Bus drivers and bus monitors will be paid a minimum of three (3) hours for field trip or extracurricular day or evening trips cancelled with less than twenty-four (24) hours notice.

B-5 No Fault Accident Bonus For July 1, 2023 – June 30, 2024:

Bus drivers shall receive year-end bonus for no-fault accident-free driving from twenty-five (\$25.00) dollars up to a maximum of one hundred and twenty-five (\$125.00) dollars based on the schedule as indicated below.

No Fault Accident Free Bonus		
Year 1		\$ 25.00
Year 2		\$ 50.00
Year 3		\$ 75.00
year 4		\$ 100.00
Year 5		\$ 125.00

Should the driver have an accident where they are at fault within July 1, 2023 to June 30, 2024, the driver would not be eligible for the year-end bonus.

The bonus will be paid out no later than October 31st, 2024.

Effective July 1, 2024: This clause shall no longer have application. In lieu of this bonus, the bus driver classification shall receive an additional 0.50% increase in the hourly rate of pay.

B-6 Bus Parking-Allowance

Bus drivers who are assigned by the Transportation Manager to park their school bus at their place of residence will receive an annual parking allowance of two-hundred and fifty (250.00) dollars (Effective July 1, 2026, the Bus Parking Allowance will increase to three hundred and twenty-five (\$325.00) paid in two equal payments no later than January 15th and June 15th).

Drivers also accommodating the parking of a second (spare) bus will receive two (2X) times the allowance.

B-7 Bus Plug-In Allowance

Bus drivers shall receive a bus plug-in allowance for each winter month, beginning November 1st to March 31st in which they are required to plug in their bus at their residence. Monthly bus plug-in allowance shall be forty-seven dollars and seventy-five cents (\$47.75) and paid no later than the 15th of the month following each winter month. The rates paid will increase by the same percentage increase the Public Utilities Board (PUB) approves as rate increases for Mb Hydro on the same month as the MB Hydro rate increases becomes effective.

Drivers also accommodating the parking of a second (spare) bus will receive two (2X) times the allowance.

B-8 MANITOBA PUBLIC INSURANCE CLAIMS

When an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from the Manitoba Public Insurance Corporation, the employee may elect to sign over to the Division the monies received from the I.R.I. and have their regular salary paid to them from the Division.

The difference between the employee's regular salary and the I.R.I. shall be charged against the employee's sick leave accumulation until the accumulated sick leave credits are exhausted.

Should the employee not choose the above option, no salary or benefit shall be paid for by the Division.

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local 832, and Seine River School Division** contain the following statements:

“The Division shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Division shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.”

“The Division shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The division further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Division to the Accounting Department/Bookkeeper of the Union via direct deposit within twenty (20) calendar days following the end of the Division’s four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Division shall also provide the Union, when remitting the statement, with the name change of employees.”

Below is a sample Membership Application that must be completed and returned to the Division so it can be forwarded to UFCW, Local No.832 Union Office VIA the Union Electronic Data base or if not available, by mail to 1412 Portage Avenue, Winnipeg MB R3G 0V5 within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		UFCW LOCAL 832		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHANGERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D-M-Y)	SOCIAL INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize the use of my name for identification purposes and to verify union dues received and make payments to me as requested. (Cross out if you do not agree.)	
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D-M-Y)					
COMPANY NAME	DEPT. NO./LOCATION	DEPARTMENT/NO.					
CLASSIFICATION	EMPLOYEE NO.	FULL-TIME	CASUAL				
		PART-TIME	OTHER				
<p>I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be forwarded to the Union for the purposes of collective bargaining and to verify union dues received and make payments to me as requested. (Cross out if you do not agree.)</p> <p>I consent to the use of my personal information for the purposes of the Union's privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has a commitment from third parties that receive personal information from the Union to safeguard and protect it from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes stated above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</p>							
APPLICANT SIGNATURE	DATE SIGNED			LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE			

Visit the Union's website @ www.uffcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-832-9832.