

WINNIPEG SCHOOL DIVISION

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EXPIRY DATE: August 21, 2027

AGREEMENT BETWEEN:

WINNIPEG SCHOOL DIVISION, in the City of Winnipeg, 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 and 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 sole agency for the purpose of collective bargaining for all employees of Winnipeg School Division, in the City of Winnipeg, in the Province of Manitoba, employed as bus drivers, including regular drivers and spare drivers, and excluding all other employees including dispatchers, office staff, supervisors, managers, those above the rank of manager and those excluded by the Act.

ARTICLE 2 DEFINITIONS

2.01 **Interpretation:** The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural unless the context otherwise requires.

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- 2.02
- (i) **Full-Time Bus Driver:** is an employee who has a regular scheduled route **and are assigned Extra-Curricular and/or Co-Curricular trip(s) that meet their minimum hours of work. Full Time drivers are guaranteed a minimum of eight (8) hours per day.**
 - (ii) **Part-Time Bus Driver:** Part-time drivers will be scheduled in accordance with their availability and operational requirements. Part-time drivers are guaranteed a minimum of four (4) hours per day.
 - (iii) **Spare Driver:** is an employee employed on a daily basis to relieve a bus driver or to complete work as assigned. Spare drivers shall be covered by this Agreement. **Spare drivers are guaranteed a minimum of four (4) hours per day. Spare drivers must attend route bidding in the two (2) weeks prior to the start of each school year.**
 - (iv) **Casual Driver:** is an employee engaged on an irregular or unscheduled basis. **Casual drivers must attend route bidding in the two (2) weeks prior to the start of each school year.** The provisions of the collective agreement do not apply to casual drivers. Casual drivers will pay required union dues and will be paid at Step 1 of the Salary Schedule.

2.03 **Route:** A regular schedule as designated by the Division. Routes are identified by a route list developed by the Division and contain all daily driving duties associated with the specific route. Routes may be subject to change **and** will be filled in accordance with **Article 11.**

2.04 **Extra-Curricular Trip/Co-Curricular Trip:** The assignment by the Division of the driving of a school bus other than as defined in Article 2.03 - Route. **Extra-Curricular Trip/Co-Curricular Trip** are paid in accordance with **Article 31.**

2.05 (a) **Dry Run:** 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. **Drivers are required to stop at all stops and open/close bus doors at each stop. Dry runs are paid in accordance with Article 31.**

2.06 **Wheelchair Duties:** shall be when the bus driver is required to assist loading a student in a wheelchair on or off the bus and properly securing the student. The Division shall give an opportunity to any physically able bus driver to be trained in loading and unloading wheelchair students. The Division shall endeavour to assign this training during working hours, but if this is not possible, the courses shall be offered in the evening or on Saturday, with pay.

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

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

2.09 Work Hours: The Division reserves the right to set the working hours for each employee, depending on the needs or conditions within the Division.

2.10 Full-time Driver

A full-time driver is scheduled to work five (5) eight (8) hour work days from Monday to Friday inclusive. If a full-time driver works less than 40 hours in a work week, they will have the opportunity to maximize their hours by accepting weekend extra-curricular/co-curricular trips before part-time, spare or casual drivers.

2.11 Part-time Driver

A part-time driver is an employee who is scheduled to work less than forty (40) hours from Monday to Friday inclusive. Part-time drivers will have the opportunity to increase their weekly hours of work by accepting weekend extra-curricular/co-curricular trips after the selection of full-time drivers and before spare or casual drivers.

2.12 Spare Driver

After full-time and part-time had the opportunity to select weekend extra-curricular/co-curricular trips, spare drivers will be given the option to pick up extra hours on the weekend.

2.13 Employees who choose to accept such weekend assignments, the Division will ensure that the total hours worked during the week, inclusive of these assignments, do not exceed forty (40) hours resulting in overtime.

ARTICLE 3 NO CONTRACTING OUT/IN

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

- There are no available current bargaining unit employees with the necessary skills or qualifications to perform the work.

- **Whereas specialized equipment is required for the performance of the work, and such equipment is not immediately available to the Division for bargaining unit employees.**
- **There is a legitimate operational necessity that requires contracting out.**

ARTICLE 4 UNION RECOGNITION

4.01 The Division recognizes the United Food and Commercial Workers and its Local 832 as the sole and exclusive bargaining agent for bus drivers of the Division set forth in the Manitoba Labour Board Certificate No. MLB-7171 dated the 3rd day of December, 2015.

4.02 The Division agrees that the bargaining unit shall have the right to assistance from representatives of the United Food and Commercial Workers Union when negotiating or dealing with matters concerning the Agreement. Such representatives shall, with the prior approval of the Division, be given access to the Division's premises at a time mutually agreed upon.

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 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. Where expressly authorized by the employee in writing, the Division will provide the Social Insurance Number of the employee.

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.

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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.

5.04 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, action 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 check-off of Union dues, initiation fees and assessments provided for in **Article 5.01**.

ARTICLE 6 UNION RIGHTS AND ACTIVITIES

6.01 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.

6.02 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 route and/or **extra-curricular trip/co-curricular trip** for the purposes of investigating any grievances or potential grievances.

6.03 Discrimination - Collective Agreement Rights


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.

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

6.05 Bargaining Unit Information

The Division shall provide the Union with all necessary information relating to the following matters for employees within the Bargaining Unit twice a year:

- (a) A seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave) in January and September of every calendar year.
- (b) Information as required by Labour Relations Act relating to salaries and fringe benefits.
- (c) hirings, resignations and retirement.

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6.06**Union Representative's Visits**

The Union Representative, upon having notified the Manager/Supervisor or designate, shall be entitled to visit the workplace to observe general working conditions and to interview employees in the manner set forth below. The interview of an employee by a Union Representative shall be permitted after notifying the Manager/Supervisor or designate and shall be:

- (a) carried on in a place in the workplace designated by the Manager/Supervisor or designate;
- (b) held whenever possible during the employee's lunch period or rest period or at a time the employee is not scheduled to be driving a bus and usually attached to the beginning or end of the employee's route. However, if this is not practical;
- (c) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Division time, unless with the approval of the Manager/Supervisor or designate.

All interviews and visitations shall be held at such time and in such manner as will not interfere with service to the students and administration.

6.07**Orientation Meeting**

The Division shall allow new employees up to thirty (30) minutes to meet with a full-time Union representative within the first two (2) calendar weeks of their employment or at another time as mutually agreed between the Union and the Division. Such meeting will be held at a time the employee is not scheduled to be driving a bus.

6.08**Bulletin Boards**

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.

6.09

The Union agrees that there shall be no Union activities on the premises of the Division, or during working hours except as permitted by this Agreement.

ARTICLE 7 PROBATIONARY PERIOD

7.01 An employee's first one hundred and twenty (120) days actually worked shall be the probationary period. Until such time as employees have completed their probationary period as herein above provided, they shall have no seniority rights or benefits and may be subject to discharge without recourse to the grievance and arbitration procedures. At the completion of the probationary period, seniority and benefits shall be effective from the original date of employment.

7.02 The Division may, provided it has the agreement of the Union, extend the probationary period for a further period not to exceed sixty (60) working days.

ARTICLE 8 MANAGEMENT RIGHTS

8.01 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.

8.02 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, transfer, 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;

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- (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.

8.03 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.

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

ARTICLE 9 STRIKES AND LOCKOUTS

9.01 The Union agrees that there will be no strike and the Division agrees that it will not lock out the employees during the life of this Agreement.

ARTICLE 10 SENIORITY

10.01 Seniority is defined as the length of continuous service in the bargaining unit since becoming a bus driver. Casual employees will not accumulate seniority until such time as they become **full-time, part-time or spare bus drivers.**

Seniority for full-time bus drivers shall apply among full-time bus drivers. Seniority for part-time bus drivers shall apply among part-time bus drivers. It is agreed that all full-time and part-time bus drivers shall have seniority over spare bus drivers. Spare bus drivers will exercise seniority only among other spare bus drivers.

10.02 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. Employees will have fourteen (14) calendar days to challenge their position on the seniority list after which the list will be deemed conclusive.

10.03 Subject to **Article 10.04 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.

10.04 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 two (2) 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.

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.

10.05 Notice of Layoff

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.

10.06 Other than for the Winter, Spring and Summer school vacation periods, 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 ten (10) working days before the date on which they are to be laid off or in the absence of such notice shall grant pay in lieu thereof.

10.07 Recall from layoff

- (a) Except for normal return to work after the Winter, Spring and Summer vacation periods, which shall be posted as soon as

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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.

- (b) 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.
- (c) Except for the Winter, Spring, and Summer school vacation period, 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.

10.08 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.

10.09 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.

ARTICLE 11: EMPLOYMENT DURING SCHOOL YEAR – JOB POSTINGS, ROUTE BIDDING and MODIFICATIONS, EXTRA-CURRICULAR & CO-CURRICULAR TRIPS

11.01 Job Postings

- (a) Employees' applications for posted vacancies will be considered prior to applications from outside the bargaining unit.
- (b) Seniority shall be the governing factor in the awarding of a new position or vacancy, provided the more senior employee has the qualifications and the ability to perform all functions of the job.
- (c) Any new positions created in the Bargaining Unit and any vacancies as a result of an employee permanently leaving their position for any reason will be posted.

- (d) **When a vacancy occurs, it shall be posted within a reasonable time for not less than ten (10) working days prior to the filling of the position. Bids will be accepted up to the closing time on the posting. The vacancy shall be awarded within five (5) working days of the close of the posting in accordance with the criteria set forth in Article 11.01 Job Postings.**

In unique circumstances, the parties agree to meet and discuss what constitutes a reasonable time to post a vacated position.

11.02 **Route Bidding and Modifications**

In the two (2) weeks prior to the beginning of each school year, all **available routes packages** will be put up for bid and all **full-time, part-time, spare and casual bus** drivers must attend. Selections will be made by seniority **with full-time drivers bidding on full-time available route packages and part-time drivers bidding on part-time available route packages**. Thereafter, when a **full-time/part-time** vacancy occurs, it shall be posted within a reasonable time for not less than ten (10) calendar days prior to the filling of the position. Bids will be accepted up to the closing time on the posting. The vacancy shall be awarded within five (5) calendar days of the close of the posting in accordance with the criteria set forth in **Article 11.01** Job Postings.

The Division shall have the sole authority to modify **any route as required to meet operational needs**. If such modification results in a substantial change to the route defined as a change in route time of forty-five (45) minutes or more **for part-time drivers**, the route will be posted. If the change is **deemed** favourable to the employee, **the modified route shall be posted for bidding in accordance with the provisions of Article 11.01 Job Postings**. If the change is **deemed unfavourable** to the employee, **the affected employee shall have the right to exercise their seniority to obtain another route**. The Division may **temporarily** fill the **modified route until the bidding process is complete**. One (1) consequential vacancy **resulting from this process shall be posted, following the procedures outlined in Article 11.01 – Job Postings**.

11.03 **Extra-Curricular & Co-Curricular Trips**

For the purpose of this article, "Extra-Curricular and Co-Curricular Trips are defined as all **work not included in the bidding process**. This may include but is not limited to, Noon Runs, **Industrial Arts**, Program Runs or Field Trips, where a **full-time** driver is not assigned or, where a **full-time** driver is assigned **but is absent** from work.

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Assignments for Extra-Curricular and Co-Curricular Trips shall be assigned to full-time drivers first as determined by the Division. Only when such work remains unassigned will it be offered to part-time drivers, subject to seniority and availability.

Part-Time drivers must, during the two (2) weeks prior to the start of each school year indicate in writing their interest and availability to perform Extra-Curricular/Co-Curricular Trips. Only part-time drivers who have submitted their availability within this period will be considered for Extra-Curricular and Co-Curricular Trips.

For part-time drivers' seniority shall be the governing factor in matters related to the assignment of Extra-Curricular and Co-Curricular Trips provided:

- (a) the senior **driver is available and** has sufficient time to complete the trip without impacting their regular route. **No driver shall be allowed to forego their regular route**
- (b) in the event of last-minute assignments, there is sufficient time to **reasonably** contact the senior driver. **If the senior driver cannot be reached within a reasonable timeframe, the Division may proceed to the next available eligible driver in order of seniority.**
- (c) the **extra/co-curricular** trip does not result in overtime.

The above criteria shall not apply where the Division must replace a Driver and the Division has been provided less than twenty-four (24) hours notice of the absence or where there is a sudden, unexpected and urgent need for a pick-up of a student(s) which requires immediate attention in order to ensure the welfare and safety of students. This would typically involve a pickup within thirty (30) minutes.

If an employee decides to decline **extra-curricular/co-curricular trips at the start of the school year**, they can elect to be placed on the list at a later date providing they give five (5) working days' notice.

If an employee wishes to remove themselves from the **extra-curricular/co-curricular trips**, they must notify the Division three (3) days prior to the effective date of change in availability.

A **part-time/spare driver who is assigned curricular/co-curricular trips** shall be paid a minimum of one (1) hour for a one-way part of an **extra-curricular/co-curricular trip** or two (2) hours per two-way **extra-curricular/co-curricular trip over and above their route package selection** except when the assigned work overlaps another assignment such as the school bus drivers' regular route.

All additional **extra-curricular/co-curricular** trips will be assigned based on seniority as long as the additional work does not result in an impact on the regular route or additional work already assigned.

ARTICLE 12 BUS DRIVERS' EXTRA DUTIES - BUS WASHING, SERVICING, ETC.

12.01 Within the value of the assigned work, the following duties shall be included:

- (a) pre-trip and post-trip inspection;
- (b) fuelling;
- (c) internal bus washing/normal cleaning; (The Division will provide employees with the normal cleaning supplies necessary to do the cleaning);
- (d) normal paperwork **shall be completed at the work location and shall include but is not limited to** (log book, fuel sheets, pay sheets, defect slips, data required by the Department of Education ("Green Sheets") hours of service log route direction sheets and electronic data entry;
- (e) cleaning of mirrors and windows
- (f) travel to and from parking yards.
- (g) as required by the Division, time spent meeting with the supervisor each year to finalize the employee's assigned work run.
- (h) **When the Division reviews bus cleanliness and identifies problem areas, the driver of that vehicle will be made aware of that issue in a private and confidential manner.**

12.02 **Additional Work**

The Division agrees that if a Bus Driver is required to perform the following duties, said Bus Driver shall receive their appropriate hourly rate of pay for all time so worked:

- (a) bus breakdown (including unexpected circumstances involving the bus such as accident, sick student, etc.);
- (b) back to school or alternate drop off or pickup locations; and

- (c) **Drivers must complete** one (1) mandatory loaded bus session **for Ridership training and** will be paid at the Bus Driver Trainer rate of pay as per **Article 31**.
- (d) other duties which the Division expressly assigns and which are not covered in **Article 31** Wages.

ARTICLE 13 **OVERTIME**

13.01 (a) Overtime at the rate of time and one-half (1½) shall be paid for all hours in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

- (b) No overtime shall be worked except on the authorization of the Division
- (c) Authorized time worked in excess of the total hours of the scheduled shift shall be paid to the nearest minute.
- (d) 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.

13.02 There shall be no pyramiding of overtime or premiums and therefore overtime shall not be compensated for under more than one Article of this Agreement.

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

13.04 Where operational requirements permit, Employees who are required to work overtime on the completion of eight (8) hours of work shall receive an uninterrupted fifteen (15) minute rest period without pay at the conclusion of the second hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period without pay for each additional four (4) hours of overtime worked.

ARTICLE 14 GENERAL HOLIDAYS

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

- | | |
|----------------------------|---|
| New Year's Day | Labour Day |
| Louis Riel Day | Orange Shirt Day (National Day for Truth and Reconciliation) |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| July 1st | Boxing Day |
| Terry Fox Day | |

and any other day proclaimed by the Division, the City of Winnipeg, the Province of Manitoba or the Government of Canada.

14.02 **Employees who are normally at work on Easter Monday or where the general holiday falls on a Saturday or Sunday, the Division will substitute a day off in lieu during the subsequent Winter, Spring or the summer break.**

14.03 An Employee who is required to work on a general holiday other than Easter Monday, shall be paid two times (2x) 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 that Employee be paid for less than two (2) hours at double-time (2x).

14.04 If a general holiday as defined in paragraph 14.01 falls or is observed during an employee's vacation period, the Employee will be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

14.05 **All full-time employees who consistently work eight (8) hours will receive one (1) regular workday's pay as general holiday pay.**

14.06 **Part-time employees shall receive General Holiday pay based on five (5%) percent of their total gross earnings (excluding overtime) in the four (4) calendar weeks immediately prior to said General Holiday.**

14.07 If a general holiday as defined in 14.01 falls or is observed during an employee's layoff period the Employee will be paid an amount equal to 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the general holiday, in accordance with the provisions of the *Employment Standards Code*. If the provisions of the *Employment Standards Code* change the Employees shall receive pay in accordance with the changes.

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ARTICLE 15 OVERPAYMENTS/UNDERPAYMENTS

15.01 Where a wage overpayment error has been made in good faith, the Division shall be entitled to recover any such overpayment from future wages.

Once the error is discovered, notice and a detailed breakdown of the error will be given by the Division to the affected Employee and the Union as soon as practicable.

In the event the Employee retires from, or leaves the employ of the Division before the Division is able to fully recover an overpayment as contemplated in this article, the Division shall be entitled to make a full recovery at the time of retirement or termination of employment of that Employee and reduce accordingly any payment that might be owing to that Employee to recover the overpayment.

In the event the Employee does not have sufficient wages owing to satisfy the repayment of such overpayment, the Division shall have the right to proceed as it determines necessary to recover the overpayment owing plus any costs incurred in such recovery.

In the event of an underpayment, the Division will calculate and pay the adjustment within a reasonable period of time. If the underpayment is more than one hundred (\$100.00) dollars the Employer will deposit in the amount of the underpayment within ninety-six (96) hours into the employee's bank account.

ARTICLE 16 METHOD OF PAYMENT

16.01 The Division shall provide **an electronic** daily sign-in for employees to record the **sign-in/sign-out times. Drivers will be paid according to their route time as recorded in the electronic sign-in system.**

16.02 All employees will be paid on a bi-weekly basis (every two (2) weeks). The Division will pay vacation pay amounts owing on each bi-weekly pay cheque.

16.03 The Division will make a computer available for employees to access work related emails and payroll information **with as much privacy as reasonable.**

ARTICLE 17 VACATION WITH PAY

17.01 Employees' vacation allowance will be calculated based on the employee's continuous service with the Division (and its predecessor First Canada ULC King Transportation Ltd.). The vacation year is deemed to be July 1 to June 30.

17.02 All Employees will receive vacation pay in an amount equivalent to the following percentages of the Employee's gross earnings during the past vacation year:

- (a) Six percent (6%) after one (1) year of continuous service with the Division from the date of last hire.
- (b) Eight percent (8%) during the tenth (10th) year of continuous service with the Division from the date of last hire.
- (c) Ten percent (10%) during the fourteenth (14th) year of continuous service with the Division from the date of last hire.
- (d) twelve percent (12%) during the twenty-second (22nd) year of continuous service with the Division from the date of last hire and thereafter.
- (e) Vacation pay for all drivers will be paid out on each cheque.

17.03 (a) Vacation Time Off

Regular drivers who notify the Division prior to September 30th will be granted time off without pay for vacation purposes during the school year. Such time off will be granted by seniority from among those who apply by September 30th and will be confined to the period from November 1st to April 30th. Vacation time off will be taken by one (1) employee at a time and will be taken in segments of one (1) week. Such vacation will not be granted to more than five (5) employees each year, who may only take one (1) week each. Employees will not be granted this time off more than once every three (3) years, or more often, if no other employees have requested vacation time. The Division will respond to the vacation request no later than October 31st. **Should there be no response within the timeline it will be deemed approved.**

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

17.04 Vacation pay for all drivers will be paid out on each cheque.

ARTICLE 18 HEALTH AND SAFETY

18.01 There shall be a Workplace Safety and Health Committee as prescribed by Legislation.

18.02 Employee members of the Committee shall continue to be paid for all time carrying out their duties as a Committee member under the Workplace Safety and Health Act and regulations.

18.03 Each employee member of the Committee shall be allowed to take educational leave with pay to a maximum of two (2) days each year for the purpose of attending workplace safety and health training seminars, programs or courses of instruction offered or approved by the Workplace Safety and Health Division or approved by the Committee. The scheduling of time off will be mutually agreed between the Division and the Union.

18.04 An employee may refuse to perform work when such employee believes, on reasonable grounds, that the work constitutes a danger to their safety or health or the safety or health of another worker or another person. In such situation the employee shall immediately report their concerns to their immediate supervisor or another member of management. The Division will ensure that the employee members of the Workplace Safety and Health Committee are notified of the refusal. If corrective action is not taken immediately, the workplace shall be inspected in the presence of the refusing employee by the employee co-chairperson or other employee member of the Committee. Any of the individuals present may request the attendance of a government Safety and Health Officer. During the period of the refusal, the employee shall perform other duties consistent with their qualifications and ability, if assigned, and shall be entitled to continue to receive regular pay and benefits.

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

18.06 The Division agrees to inform bus drivers of students who **require additional support** so that they can properly and adequately **support** the student.

ARTICLE 19 SICK LEAVE

- (a) 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.

- (b) The Division reserves the right to require a certificate from a qualified medical practitioner **certifying** the employee **is or was unable to carry out their duties due to illness**, their 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 Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- (c) Medical information provided to the Division should, where applicable, include the following:
1. Physician has examined the patient.
 2. Patient has or did have a medical condition that requires absence from work.
 3. Patient is receiving and participating in treatment/recovery plan.
 4. Anticipated return to work to full duties.
 5. Prognosis/anticipated duration of illness.
 6. Any restrictions/modifications to workplace or duties that are anticipated to be necessary in order to return the Employee to work at an earlier date.

Failure on the part of the Employee to notify the Division of any absence for which sick leave is claimed, in accordance with this article, or the failure to provide medical documentation in a form and manner acceptable to the division may result in denial of sick leave in respect of such absence.

- (d) 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.

- (i) A full-time twelve (12) month Employee shall accumulate sick leave credits on the following basis:
- during the first (1st) year of continuous service, one (1) day per month, twelve (12) days per year
 - during the second (2nd) year of continuous service, one and one-quarter ($1 \frac{1}{4}$) days per month, fifteen (15) days per year
 - during the third (3rd) year of continuous service, one and two-thirds ($1 \frac{2}{3}$) days per month, twenty (20) days per year
 - during the fourth (4th) year and subsequent years of continuous service, two (2) days per month, twenty-four (24) days per year.
- (ii) A full-time ten (10) month Employee shall accumulate sick leave credits on the following basis:
- during the first (1st) year of continuous service, one (1) day per month, ten (10) days per year
 - during the second (2nd) year of continuous service, one and one-quarter ($1 \frac{1}{4}$) days per month, twelve and one-half ($12 \frac{1}{2}$) days per year
 - during the third (3rd) year of continuous service, one and two-thirds ($1 \frac{2}{3}$) days per month, sixteen and two-thirds ($16 \frac{2}{3}$) days per year
 - during the fourth (4th) year and subsequent years of continuous service, two (2) days per month, twenty (20) days per year
- (e) Part-time Employees shall accumulate sick leave credits on a pro rata basis.
- (f) Unused sick leave in any month may be accumulated and carried forward to the next month up to a maximum of one thousand, three hundred and five (1,305) hours.

- (g) Sick leave is not payable to an Employee:
- (i) who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of an approved program of rehabilitative employment.
 - (ii) whose illness results from the use of drugs or alcohol and who is not receiving continual treatment from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol;
 - (iii) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance (MPI) to the extent that such benefits and paid sick leave exceed the Employee's normal salary.

Where an Employee is unable to work because of injury sustained in a motor vehicle accident, they must advise their supervisor as soon as possible and they must submit a claim for benefits to Manitoba Public Insurance (MPI). The Employee shall be entitled to receive full sick leave benefits for any period of time deemed to be a "waiting period" by MPI.

Where an Employee has applied for MPI Income Replacement Indemnity (IRI) benefits and where a loss of normal salary would result while awaiting a MPI decision, the Employee may elect to submit an application in writing to the Division requesting an advance. The provision for top-up of sick leave benefit, advances, and repayment of advances in such cases are to be administered in the same fashion as those issues are dealt with in Article 20 (Workers Compensation Benefits).

- (h) Employees shall be able to view their sick leave balance through the Division's Human Resources Information System, or equivalent electronic system.
- (i) An Employee who resigns, retires, dies or has their employment permanently terminated shall forfeit all unused sick leave credit.

ARTICLE 20 Workers Compensation Board (WCB)

- (a) An Employee who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.
- (b) An Employee unable to work because of a work-related injury or illness will inform the Division immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the Employee by WCB, except where an advance is paid to the Employee. The WCB shall be notified by the Division of any advance payment made to an Employee. The amount of the advance shall be paid to the Division by WCB.
- (c) By written application from the Employee, the Division will supplement the award made by the WCB from the Employee's accumulated sick leave. The total amount paid by the WCB and the Division shall not exceed one hundred percent (100%) of net take-home pay. For the purpose of this Article, net salary is defined as the Employee's regular salary less Employment Insurance Commission contributions, Canada Pension Plan contributions and income tax.
- (d) Where an Employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the Employee may elect to submit an application in writing to the Division requesting an advance subject to the following conditions:
 - (i) Advance payment(s) shall not exceed ninety percent (90%) of the Employee's basic salary as defined in Article 31 (exclusive of overtime), less the Employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (ii) The advance(s) will cover the period of time from the date of the injury until the date of the final WCB decision is received, however, in no case shall the total amount of the advance exceed one hundred percent (100%) of the value of the Employee's accumulated sick leave protection credits.
 - (iii) The Employee shall reimburse the Division by assigning sufficient WCB payments to be paid directly to the Division to offset the total amount of the advance. If the amount of the advance exceeds the WCB payment, the Employee will

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be required to pay back that amount to the Division. If the Employee is paid directly by WCB when an advance payment has been made, the Division may recover the advance by payroll deduction.

- (iv) In the event that the WCB disallows the claim, including any appeal, the Employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Division shall recover any deficiency by payroll deduction from the Employee. Recovery of any such deficiency shall be made in a fair and reasonable manner, but not over a period of time in excess of the period during which the advance was provided.
- (e) Notwithstanding the foregoing, the amount that an Employee will be entitled to be paid will be reduced, where necessary, in order to ensure that the payment does not result in a reduction in the amount of compensation that would otherwise be paid under any Workers Compensation legislation and/or regulations.
- (f) An Employee who is in receipt of Workers Compensation benefits shall continue to receive all benefits for a maximum of one (1) year from the date of original injury.
- (g) **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" which will be readily available. 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.

20.01

Duty to Accommodate

The parties acknowledges that they have a duty to accommodate disabled employees, subject to the concepts of bona fide occupational requirement/qualifications and undue hardship. The Division will meet with the Union on request to discuss issues regarding accommodation.

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

20.02 Upon submission of appropriate documentation **the Division will reimburse employees** one hundred (100%) percent of the costs incurred for medical examinations required to maintain Class 2 Driver's License, **up to a maximum of one-hundred (\$100.00) dollars.**

ARTICLE 21 **Mandatory Safety Clothing and Equipment**

21.01 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. Such items will be sized to fit appropriately each individual employee.

21.02 Employees **who regularly work outdoors will be provided two-hundred and fifty (\$250.00) dollars every two (2) years to support weather-appropriate apparel.**

ARTICLE 22 **Working Alone Policy**

22.01 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 incorporated into the Working Alone Policy, and the Policy will be posted in a prominent location.

ARTICLE 23 **LEAVE OF ABSENCE**

23.01 Requests for leave of absence and responses shall be in writing. Requests for leave of absence will not unreasonably be denied, **subject to operational efficiencies.** The Division response will be provided as soon as possible but no later than ten (10) days following the request being made for absences of ten (10) days or less and no later than thirty (30) days for absences greater than ten (10) days.

23.02 **Maternity Leave**

An employee who has completed seven (7) consecutive months of employment shall be granted a maternity leave of absence **without pay** by the Division. Said employee shall be reinstated by the Division after the birth and must do so within seventeen (17) weeks unless **they wish** to take parental leave immediately following their maternity leave.

Where an employee **intends** to return to work after maternity leave, **they** shall provide the Division with at least four (4) weeks' notice. **They** must provide the Division with a doctor's certificate, certifying **they are** medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a **Health Care Practitioner** certificate setting out the nature of the complications.

Paid sick leave required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same conditions as these benefits are granted to other employees.

23.03 **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**
 - (ii) 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; and
- (c) who has completed seven (7) consecutive months of employment;

is entitled to unpaid parental leave to a maximum of sixty-three (63) continuous 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 will decide when their parental leave is to commence and, where possible, will take said leave at a time that is mutually agreeable to the Division and the employee.

When 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.

In the event the length of allowable time off for maternity and/or parental leave is extended in provincial legislation, the length of allowable time off in this Agreement will be deemed to have been amended accordingly.

(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 to the route they successfully bid on in the school year of their return.

23.04

Bereavement Leave

An employee will be granted bereavement leave of five (5) consecutive working days without loss of salary in the event of the death of a spouse, **common-law partner** child, step-child, mother, step-mother, father, step-father, brother, or sister, **step-brother, step-sister** as well as for any relative who was a member of the household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or five (5) consecutive working days following the death, whichever is the greater. One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date, or two (2) of five (5) days where travel is required.

In the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or grandparent, who is not a member of the employee's household, three (3) consecutive working days' leave without loss of salary will be granted and an additional two (2) consecutive days' leave may be granted with loss of salary equal to the minimum rate for the employee's classification. Such days may be taken only in the period which extends from the date

of death up to and including the day following interment, or three (3) five (5) if additional loss of salary days granted, consecutive working days following the death, whichever is the greater. One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date, or two (2) of three (3) days where travel is required.

If an employee is absent on sick leave, a statutory holiday or is absent from the service of the Division for any reason whatsoever, then the employee will not be granted bereavement leave in addition to any one of the aforesaid absences except as allowed under the collective agreement.

Notwithstanding the above an employee may retain one (1) bereavement leave day for use in the case where actual interment is at a later date or two (2) days where travel is required.

23.05 Compassionate Care Leave

An employee who is eligible for and complies with the provisions of the Employment Standards Code regarding compassionate care leave shall be granted such leave in accordance with the provisions and subject to the conditions of the Employment Standards Code. A summary of these provisions is as follows:

- (a) "Family member" is the same as defined in the Employment Standards Code provisions regarding compassionate care leave and children, step children, parents, grandparents, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews are all considered family. The definition also includes those who are not related, but are considered a family member;
- (b) An employee must give at least one pay period notice of intention to take compassionate care leave;
- (c) The employee must provide a physician's certificate regarding the need for the leave;
- (d) The leave may be taken in no more than two (2) periods totalling no more than eight (8) weeks in a twenty-six (26) week period;
- (e) At the end of the leave, the employee will be reinstated in a comparable position with not less than the wages and benefits earned by the employee before the leave;
- (f) Should a death occur during an employee's absence on compassionate care leave, the employee will be eligible for bereavement leave pursuant to the provisions of Article 23.04, Bereavement Leave.

23.06

Jury Duty/Witness Leave

Any Employee who is called to perform jury duty shall be paid the difference between their salary and the payment received for each day, partially or wholly, provided that the employee otherwise would have been scheduled to work for the Division on such day or days. The Employee shall **request** jury duty **leave**, in writing, to the **Assistant Superintendent of Staff Support & Relations** and the Employee shall present proof of service and the amount of payment received.

When an employee is absent from work to testify under subpoena as a witness for the Crown **and** in **their** capacity as a Division employee, the employee shall be paid **their** regular rate of pay for each hour **they** would have worked had **they** not been under subpoena, less witness fees received by the employee.

An employee required to attend a court proceeding as a party to that proceeding in relation to the employee's personal private affairs shall receive a leave of absence without pay for the required absence.

An employee shall submit details of the requirement for witness duty at the earliest possible date. The employee shall, where possible, make **themselves** available for duty at **their** job during regular working hours when **they** may not be required at court.

23.07

Family Responsibility Leave

An employee is eligible for up to three (3) days leave without pay per contract year for the purpose of providing necessary care for a family member. Entitlement to such leave is subject to the following conditions:

- (a) "Family member" is the same as defined in **Article 23.05 - Compassionate Care Leave**;
- (b) The employee must give as much advance notice as possible in writing of intention to take family responsibility leave; and
- (c) The employee will provide reasonable verification of the necessity for the leave.

23.08

Leave of Absence – Union Functions

- (a) Leave of absence with pay, without loss of seniority or other benefits, shall be granted on a cost recovery basis to employees who are absent for the purpose of attending Union functions such as conferences, conventions, schools and seminars. Such leaves of absence shall be restricted to no more than one (1) employee at any one time and shall be limited to fifteen (15) days in any

calendar year. In extreme circumstances, the Division may cancel a leave due to operational requirements.

- (b) The Union agrees to notify the Division at least two (2) weeks prior to said function.

23.09 Leave of Absence: Full Time Union Duties

Leave of absence, with pay, but on a cost recovery basis, 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. Such leave of absence shall, upon request, be renewed from year to year. Such leave of absence shall be limited to no more than one (1) employee at any one (1) time.

23.10 Negotiations Leave

The Division agrees to allow a maximum of three (3) employees, time off with pay on a cost recovery basis for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

23.11 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.

ARTICLE 24 REST PERIODS

24.01 For employees scheduled to work an eight (8) hour shift the Employer will provide two (2) fifteen (15) minute paid rest periods on each work day, one during the first half and one during the second half of said shift at the Division's discretion.

24.02 An unpaid lunch break of thirty (30) minutes shall be scheduled as close as possible to the mid-way point of an employee's scheduled shift which is eight (8) or more hours of duration subject to operational requirements.

ARTICLE 25 DISCRETIONARY DAYS

25.01 Effective September 3, 2025 all employees shall be entitled to two (2) paid discretionary days per school year based on the employee's regularly scheduled daily hours of work. Employees may not carry over paid discretionary leave to the following school year. The date for such leave shall be mutually agreed upon between the employee and their direct supervisor and may not be adjacent to any school break period.

ARTICLE 26 DRUG, ALCOHOL, SUBSTANCE ABUSE

26.01 The Union agrees with the Division that the work of employees in the bargaining unit is safety sensitive and accordingly, the Union agrees to co-operate with the Division in assuring that the workplace remains drug and alcohol free.

ARTICLE 27 DISCIPLINE/DISCHARGE

27.01 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, or in the absence of a Shop Steward, another employee from the bargaining unit, shall attend the meeting. A full-time Union Representative may attend the meeting providing such representative is readily available to do so.

27.02 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.

27.03 If a disciplinary action taken involves a 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 Union and the Shop Steward, and a copy to the personnel file.

27.04 Employees shall have access to their own personnel file, upon written request being given one (1) day 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.

27.05 **Progressive Discipline**

The parties agree that disciplinary action for cause should be based on a progressive disciplinary system. The standard steps for non-driving related infractions are as follows:

- Step 1: verbal warning (confirmed in writing).
- Step 2: written warning.
- Step 3: suspension with or without pay.
- Step 4: discharge.

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The parties acknowledge that due to the nature of our business, and the high priority placed on safe and defensive driving, discipline resulting from collisions and/or driving violations may be escalated. In addition, there may be instances where the seriousness of the infraction will be just cause for the Division to impose disciplinary action which either condenses or prolongs the normal progressive discipline system. The Union and/or employee reserves the right to grieve any such discipline.

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

ARTICLE 28 ADJUSTMENT OF GRIEVANCES

28.01 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 **approached by both parties in a problem-solving manner.**

28.02 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 ten (10) **working** days from the date of the request.

28.03 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. It is agreed that no more than five (5) working days shall be counted during each calendar week.

28.04 All grievances must be submitted in writing.

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

STEP 1: **The written grievance shall be submitted by the Union to the Supervisor of Transportation. Either party may request a meeting to discuss the grievance. The Supervisor of Transportation (Or designate) shall reply to the grievance in writing, to the Union, within five (5) working days from the date of receipt of said grievance or from the date of the meeting (if applicable).** If a satisfactory settlement has not been reached, the Union may proceed to Step 2.

Step 2: The Union may take the matter up with the **Assistant Superintendent of Staff Support & Relations five (5) working days of receipt of a response at step 1. Either party may request a meeting to discuss the grievance. The Assistant Superintendent of Staff Support & Relations (or designate) shall have five (5) working days to respond to the grievance from the date of receipt or from the date of the meeting (If applicable).**

If the matter is not taken up within five (5) 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.

28.06 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 29** Arbitration.

28.07 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 29 ARBITRATION

29.01 If the Union and the Division cannot reach an agreement, upon request of either party, the grievance shall be submitted to an arbitrator. The arbitrator herein set forth on a rotating basis:

- (a) Michael Werier
- (b) Blair Graham
- (c) **Colin Robinson**
- (d) Gavin Wood
- (e) Keith LaBossiere
- (f) Karine Pelletier

The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within a time frame as mutually agreeable **between the parties**. In the event none of the above arbitrators is willing to convene a hearing within these time limits, the matter will be referred to the Manitoba Labour Board who shall appoint an arbitrator.

29.02 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

29.03 The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

29.04 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.

29.05 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

29.06 **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 30 EDUCATION AND TRAINING TRUST FUND

30.01 The Division shall contribute **one thousand (\$1000)** dollars into the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund before January 20th in each year of the collective bargaining agreement

ARTICLE 31 SALARY SCHEDULE

(A) Salary schedule

BUS DRIVER						
	CURRENT	Pay Adjustment	CURRENT with Adjustment	3.00% EFFECTIVE AUG. 22, 2024	3.00% EFFECTIVE AUG. 22, 2025	2.90% EFFECTIVE AUG. 22, 2026
Bus Driver						
Step 1	26.83	0.50	27.33	28.15	28.99	29.83
Step 2	27.42	0.50	27.92	28.76	29.62	30.48
Step 3	27.99	0.50	28.49	29.34	30.22	31.10
Bus Driver Trainer Premium	1.56		1.56	1.61	1.66	1.71

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CB RA [Signature]

- Note: Step 1 = Employees will receive step 1 (start rate from date of hire).
- Step 2 = Employees will receive step 2 rate from their first (1st) anniversary date of their employment to the end of their second year of employment.
- Step 3 = Employees will receive the step 3 rate of pay from the second anniversary date of their employment.

Wheelchair Buses: \$1.00 per hour premium for the duration of the agreement.

(B) **Parking**

Bus Drivers shall be reimbursed for any parking, including parking meters which they must utilize while on duty.

(C) **Mandatory In-Service**

Employees required to attend a mandatory in-service session as specified by the Division will be compensated at the hourly rate outlined in Article 31.

(D) **Transportation to Own Yard**

Drivers required to attend to repairs or inspections at a different yard will be provided transportation back to their own yard.

(E) **Cancellation of Extra-Curricular/Co-Curricular Trip for Part-Time/Spare Bus Drivers**

When cancellation occurs of an assigned extra trip-**curricular and/or co-curricular** due to rain or other unforeseen circumstances, the Bus drivers shall receive one (1) hour's pay for the cancellation. The one (1) hour cancellation pay shall not be paid if the Driver receives at least **thirty (30)** notice of the cancellation prior to pick up.

(F) **Retroactive Pay**

All employees employed as of the date of ratification shall receive full retroactive pay **from** August 22, 2024, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within forty-five (45) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

ARTICLE 32 BUS DRIVER IN TRAINING

32.01 This classification will only be used for individuals applying to the Division who do not possess a Class 2 driver license with school bus endorsement. This will be a temporary classification used until such time as the employee secures their Class 2 license with school bus endorsement. During this period of time the employee would be paid for their orientation. If an employee is successful in obtaining their Class 2 license with school bus endorsement, they will automatically be placed into the bus driver classification the day following obtaining their Class 2 driver's license. If an employee is not successful in obtaining their Class 2 driver's license with school bus endorsement **within three (3) weeks** their term will expire.

Rates of Pay

BUS DRIVER IN TRAINING			
	3.00%	3.00%	2.90%
CURRENT	EFFECTIVE AUG. 22, 2024	EFFECTIVE AUG. 22, 2025	EFFECTIVE AUG. 22, 2026
21.91	22.57	23.24	23.92

ARTICLE 33 PENSION PLAN

33.01 Employees will be eligible and shall participate in the Winnipeg School Division Pension Plan in accordance with the terms and conditions of the Plan.

ARTICLE 34 GROUP LIFE

34.01 Within 90 days of ratification employees shall participate in the Manitoba School Employees Group Life Insurance Plan under the terms and conditions of the Plan.

ARTICLE 35 EXTENDED HEALTH BENEFITS, VISION & DENTAL PLAN

35.01 The following health and welfare benefits shall be arranged for by the Division for all employees and shall be subject to the terms and conditions of their master policies and contracts in force. The Division shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved. Under such circumstances, the Division shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes.

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CUB RA [Signature]

35.02 The Employees shall pay the full premium costs of all health and welfare benefits referred to in Article 35 that requires same.

35.03 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.

ARTICLE 36 LABOUR/MANAGEMENT RELATIONS

36.01 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.

36.02 The Committee shall be composed of equal representation from the Employer and Shop Stewards from the Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. The full-time Union Representative and/or a representative from Human Resources may also attend these meetings from time to time. The committee shall meet once per year 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.

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

36.04 Union leave will be granted to employees appointed by the union to attend meetings of the Labour Management Committee. The Division will bill the Union for the cost of wages and benefits, and the Union will remit payment promptly.

ARTICLE 37 EXPIRY AND RENEWAL

37.01 This Agreement shall be effective from August 22, 2024 and shall remain in effect until August 21, 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.

37.02 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.

CB RA 36 MA

37.03 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 15TH DAY OF AUGUST, 2025.

FOR THE UNION:

S Beel
Jose (Gonzalez) Sierra
Kevin Stevenson
Ron Allard
[Signature]

FOR THE DIVISION:

[Signature]
[Signature]

LETTER OF UNDERSTANDING #1

BETWEEN:

WINNIPEG SCHOOL DIVISION, in the City of Winnipeg, 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 and Commercial Workers International Union, hereinafter referred to as the "Union"

Re: Full-Time Bus Drivers

The parties agree to the following terms for full-time bus driver positions:

1. **Hiring Process**

The Division agrees to maintain a minimum of thirty (30) full-time bus driver positions. These positions will commence on September 3, 2025.

2. **Internal Preference**

Qualified bus drivers will be given first consideration in filling these positions based on seniority.

3. **External Recruitment**

Should any of the thirty (30) full-time bus driver's positions remain unfilled after the internal bidding process, the Division will proceed to hire qualified external candidates to fill the remaining vacancies.

4. Seniority List

The parties agree to uphold the existing bus driver seniority list, as outlined in the collective agreement.

- The Division will develop and maintain a seniority list that reflects the seniority of all employees in full-time and part-time bus driver positions. The seniority number will be followed by an "F" or "P" to distinguish full-time and part-time. (i.e. seniority #1F, #2F, #3P, etc.)
- When a part-time driver is awarded a full-time position, they will be designated to an "F" from a "P" on the seniority list and their seniority number will carry over. Conversely, if a full-time driver is awarded a part-time position, they will be designated a "P" on the seniority list from an "F" and their seniority number will carry over.

5. Route Bidding and Job Postings

In the two (2) weeks prior to the beginning of each school year, selections will be made by seniority, with full-time bus drivers bidding on full-time available route packages. Thereafter, when any vacancy occurs, it shall be posted and available to all drivers to apply. The vacancy shall be awarded in accordance with the criteria set forth in **Article 11.01** - Job Postings.

6. Review and Adjustment

This Letter of Understanding will be reviewed by the parties twelve (12) months following the final appointment to the thirty (30) full-time positions to address any implementation issues or necessary adjustments.

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

SIGNED THIS 15TH DAY OF AUGUST, 2025.

FOR THE UNION:

Steel
Bob (Guardian) Ingram
Lennie Atkinson
Ron Allard
[Signature]

FOR THE DIVISION:

[Signature]
[Signature]

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 **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 agrees to deduct such Union dues and initiation fees as requested by the Union from time to time. 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) weeks accounting period and **shall be accompanied** by a **4 or 5 week or monthly electronic excel** statement in alphabetical order 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 monthly cheque, with the names of employees and name changes of employees."

Please complete the attached Membership Application immediately and return it to your division so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		TRANSFORMING THE FUTURE OF COMMERCIAL WORKERS	
LAST NAME	FIRST NAME	INITIAL	GEN	DATE OF BIRTH (MM/DD/YY)	U.S. OR CAN. CITIZEN?
STREET ADDRESS	CITY	PROVINCE	POSTAL CODE	PHONE	SEX
DEPARTMENT / DIVISION	CELL / HOME	WORKING	DE	UNIT	OFFICE
EMAIL	PHONE	PHONE	PHONE	PHONE	PHONE
I hereby certify that the information provided on this application is true and correct. I agree that my dues will be deducted from my pay and that I will be responsible for the payment of my dues. I understand that my membership in the Union is a condition of employment and that I will be required to pay my dues on a regular basis. I understand that my membership in the Union is a condition of employment and that I will be required to pay my dues on a regular basis. I understand that my membership in the Union is a condition of employment and that I will be required to pay my dues on a regular basis.					
APPLICANT SIGNATURE		DATE		SOCIAL INSURANCE NUMBER (if applicable)	