

WINNIPEG SCHOOL DIVISION

FROM: August 22, 2021

TO: August 21, 2024

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish.

Jeff Traeger,
President UFCW Local 832



WINNIPEG SCHOOL DIVISION

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EXPIRY DATE: August 21, 2024

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 **Plural and Singular**: Where the plural is used, it shall also mean the singular, wherever possible.

- 2.02 (i) **Regular Bus Driver**: is an employee who has a regular scheduled route.
- (ii) **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.
- (iii) **Casual Driver**: casual staff are those staff engaged on an irregular or unscheduled basis. The provisions of the collective agreement do not apply to casual employees. Casual employees 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 and taken by the driver in the discharge of their duties. Routes are identified by a route list developed by the Division and contain all daily driving duties associated with the specific route including AM/PM runs, Special Education routes, and Noon runs. Routes may be subject to change. Routes will be filled in accordance with Article 10 – Employment During School Year – Job Postings, School Routes and Trips.

2.04 **Trip**: The assignment by the Division of the driving of a school bus other than as defined in Article 2.03 Route. Trips are paid in accordance with Article 25 and include the following:

Regular Trips: Any driving assignment for transporting students to/from their home and school in the A.M., P.M., and/or Noon Hour.

School Bus drivers shall be paid for regular run assignments on a daily minimum hour's basis as follows:

- Daily guarantee 4 hours daily
- "A" part of a noon route 1 hour daily
- "B" part of a noon route 1 hour daily
- Combined "A" and "B" 2 hours daily

Program Runs: Any driving assignment transporting students to/from their school and other locations on a pre-planned regular basis for curriculum related activities. Such activities include, but are not restricted to, Swim Program, STEAM, Inner City Science Lab and the like, which may be incorporated into regular routes whenever possible. If a Program Run cannot be incorporated into a regular run it will be dealt with as a field trip.

Field Trips: Any request from a school to provide school bus service for extracurricular activities on a one time or irregular basis.

- 2.05 (a) **Run**: A portion of either a route or a trip.
- (b) **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.
- 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 secure the student in their seat belt. The Division shall give an opportunity to any physically able regular 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, without 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.

ARTICLE 3 UNION RIGHTS AND ACTIVITIES

- 3.01 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.
- 3.02 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.
- 3.03 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 4 **UNION DUES**

4.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer 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 Employer to the Secretary-Treasurer of the Union via direct deposit within twenty (20) calendar days following the end of the Employer'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 Employer shall also provide the Union, when remitting the statement, with the name change of employees.

4.02 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.

4.03 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.

4.04 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 4.01.

ARTICLE 5 **UNION RIGHTS AND ACTIVITIES**

5.01 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.

5.02 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 run and/or extra trips for the purposes of investigating any grievances or potential grievances.

5.03 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.

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

5.05 **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.

5.06 **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.

5.07 **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.

5.08 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.

5.09 **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.

5.10 **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.

5.11 **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.

5.12 **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.

5.13 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 6 PROBATIONARY PERIOD

6.01 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.

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 7 MANAGEMENT RIGHTS

7.01 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.

7.02 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;
- (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.

7.03 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.

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

ARTICLE 8 STRIKES AND LOCKOUTS

8.01 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 9 SENIORITY

9.01 Seniority is defined as the length of continuous service in the bargaining unit since becoming a spare or regular bus driver. Regular bus drivers and bus driver trainers will be considered senior to all spare drivers. Spare drivers will exercise seniority only among other spare drivers. Casual employees will not accumulate seniority until such time as they become spare or regular bus drivers.

9.02 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. A copy of the posting will be mailed to employees who are in a leave of absence of one (1) week or more. The posting shall include a copy of this Article 9.02.

9.03 Subject to Article 9.04 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.

9.04 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.

9.05 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.

9.06 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.

9.07

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 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.

9.08 No new employee shall be hired during layoff periods until employees on lay off who possess the ability and qualifications to perform the work have been given an opportunity of recall.

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 10 EMPLOYMENT DURING SCHOOL YEAR – JOB POSTINGS, SCHOOL ROUTES AND TRIPS

10.01

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. Employees will also be

informed of opportunities for training/refresher courses as a Bus Driver/Trainer or for Wheelchair Duties.

10.02 The Division agrees to provide to the Union on or before November 1st and March 1st of each year a complete list of all present routes indicating the route number, school serviced, and time of the route. It is understood that the routes are subject to change during the school year.

10.03 **Route and Noon Run Posting, Bidding and Modifications**

In the two (2) weeks prior to the beginning of each school year, all routes and noon runs will be put up for bid and all regular bus drivers and spare drivers must attend. Selections will be made by seniority, and dry runs will be completed prior to the beginning of the school year. Thereafter, when a 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 10.01 Job Postings.

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

The Division shall have the sole authority to modify a route, but 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, the route will be posted (in the event the change is favourable to the employee) or the employee will be allowed to exercise seniority rights to obtain another route (in the event the change is unfavourable to the employee). The Division may fill the route on a temporary basis. One (1) consequential vacancy will be posted.

10.04 **Extra Work**

For the purpose of this article, "Extra work" is defined as all Regular Trips, Extra Trips, Charters, Noon Runs, Program Runs and Field trips ("trip" or "trips") where a regular driver is not assigned or, where a regular driver is assigned, is away from work.

Where possible, seniority shall be the governing factor in matters related to the assignment of extra work, provided:

- (a) the senior employee has sufficient time to complete the trip without impacting their regular route.
- (b) there are no additional costs to the Division to exchange buses.
- (c) the employee is able to meet the regular route requirements.

- (d) in the event of last minute assignments, there is sufficient time to contact the senior driver.
- (e) the trip does not exceed eight (8) hours resulting 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.**

The trip roster (the roster) will be established using the seniority list with those employees wanting to do trips placing their name on the roster when choosing their regular work prior to start of every school year.

If an employee decides to decline trips when the roster is first created 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 roster they must notify the Division three (3) days prior to the effective date of change in availability.

No school bus driver is obliged to take a trip. Electing not to accept a trip shall not prejudice future job assignments or considerations.

School bus drivers shall be given the opportunity to take trips according to seniority. No driver shall be allowed to forego their regular trip. At all times, regular school bus runs shall receive priority consideration.

A driver shall be paid a minimum of one (1) hour for a one way part of a program run or two (2) hours per two way trip except when the assigned work overlaps another assignments such as the school bus drivers regular route.

All additional 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.

10.05 **Dry Run Pay**

Prior to the beginning of the school year, and at other times as determined by the Division, employees permanently awarded a route will be required to complete a dry run, with pay according to Article 25, on the route prior to driving a loaded bus on that route.

ARTICLE 11 MISCELLANEOUS

11.01 Successor Rights

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

11.02 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.

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 (log book, fuel sheets, pay sheets, defect slips, data required by the Department of Education ("Green Sheets") hours of service log and up to ten (10) route direction sheets per year (not to exceed two (2) per month) 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.

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) Ridership training in excess of one (1) mandatory loaded bus session, from the time of commencement of the training until completion of the training session at the school. All Riderships will be paid at the Bus Driver in Training rate of pay as per Article 26.
- (d) other duties which the Division expressly assigns and which are not covered in Article 25 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 paycheck.

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	National Day for Truth and Reconciliation
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	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 the last Monday of March shall receive that day off in lieu of Easter Monday. All other Employees shall be paid an additional day's pay, in lieu of Easter Monday, on the pay immediately following such holiday.

14.03 Where a general holiday falls on a Saturday or Sunday and no other holiday is declared in lieu thereof, an Employee will be entitled to another day off with pay. Failing mutual agreement to the contrary, the holiday shall be added to the annual vacation of the Employee.

14.04 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 an Employee be paid for less than two (2) hours at double-time (2x).

14.05 An Employee who is absent on leave of absence without pay or laid off in excess of fifteen (15) working days shall not be entitled to receive general holidays or pay in lieu thereof.

14.06 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.

14.07 Should an Employee not meet the requirements of Article 14.05, the Employment Standards Code of the Province of Manitoba shall apply.

ARTICLE 15 **WAGES**

15.01 **Overpayments/Underpayments**

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 a daily sign-in sheet for employees to record the time they picked up their key, their name, call number, and bus number. Employees shall also sign out at the end of each day when they turn in their key.

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.

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.

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.

- (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.

17.05 **Vacation Pay On Termination**

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

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; Maintenance employees: class 5) 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 have medical problems and instruct bus drivers in regard to same so that they can properly and adequately handle the student with medical problems.

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 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.
- (c) 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 Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- (d) 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.

(e) 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
- (g) Part-time Employees shall accumulate sick leave credits on a pro rata basis.
- (h) 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.
- (i) 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.
- (j) 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 18.08 (Workers Compensation Benefits).

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

18.08

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 25 (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 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.

18.09

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.

18.10 Upon submission of appropriate documentation one hundred (100%) percent of the costs incurred by employees, to a maximum of seventy-five (\$75.00) dollars, for medical examinations required to maintain Class 2 Driver's Licenses will be paid by the Division.

18.11 **Mandatory Safety 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.

18.12 **Reporting Workplace Injury or Illness**

Employees suffering a workplace injury or illness must immediately report such injury or illness to the Company and shall complete the "Notice of Injury" (Green card) 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.

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

ARTICLE 19 LEAVE OF ABSENCE

19.01 Requests for leave of absence and responses shall be in writing. Requests for leave of absence will not unreasonably be denied. 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.

19.02 **Maternity Leave**

A female employee who has completed seven (7) consecutive months of employment shall be granted a maternity leave of absence by the Division.

Said employee shall be reinstated by the Division after the birth and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

When an employee is able to return to work after maternity leave, she shall provide the Division with at least four (4) weeks' notice. She must provide the Division with a doctor's certificate, certifying her to be 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 doctor's 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.

19.03 **Parental Leave**

(A) **Entitlements**

Every employee

- (a) who,
 - (i) in the case of a female employee, becomes the natural mother of a child,
 - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn 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; 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 subarticle (A) above is not made in accordance with subarticle (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.

19.04 **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, child, step-child, mother, step-mother, father, step-father, brother, or 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.

19.05 **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 19.04, Bereavement Leave.

19.06

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, spent in performing such jury duty up to a maximum of five (5) working days per year and, provided that the employee otherwise would have been scheduled to work for the Division on such day or days. The Employee shall make a claim for jury duty pay, in writing, to the **Chief Human Resource Officer** or designate on a short leave request form 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 or in his capacity as a Division employee, the employee shall be paid his regular rate of pay for each hour he would have worked had he 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 himself available for duty at his job during regular working hours when he may not be required at court.

19.07

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 19.05 - 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.

ARTICLE 20 **DRUG, ALCOHOL, SUBSTANCE ABUSE**

20.01 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 21 **DISCIPLINE/DISCHARGE**

21.01 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.

21.02 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.

21.03 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.

21.04 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.

21.05 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.

 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.

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

ARTICLE 22 ADJUSTMENT OF GRIEVANCES

22.01 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.

22.02 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) calendar days from the date of the request.

22.03 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.

22.04 All grievances must be submitted in writing.

22.05 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 his or her designate. The immediate supervisor or his or her designate shall reply to the grievance in writing, to the Union, within five (5) 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) 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.

22.06 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar 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 23 Arbitration.

22.07 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 23 ARBITRATION

23.01 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) Diane Jones
- (d) Gavin Wood
- (e) Keith LaBossiere**
- (f) Karine Pelletier**

If any individual of the above noted panel, who has been requested in their turn to act as an arbitrator, shall be unable or unwilling to act such person shall not again be requested to act as the arbitrator until their name comes up again on the regular rotation of the panel.

The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection or such other time frame as may mutually be agreeable. 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.

Unless otherwise agreed, the decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

23.02 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.

23.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as s/he deems essential to a full understanding and determination of the issues involved. In reaching their decision, the arbitrator shall be governed by the provisions of this Agreement.

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

23.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Division's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way such arbitrator deems equitable.

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

23.07 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.

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

23.09 **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 24 EDUCATION AND TRAINING TRUST FUND

24.01 The Division shall contribute six hundred (\$600.00) 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 25 SALARY SCHEDULE

Salary schedule

	Step 1	Step 2	Step 3
Current	\$25.27	\$25.83	\$26.37
Effective August 22, 2021 3.3%	\$26.10	\$26.68	\$27.24
Effective August 22, 2022 1.25%	\$26.43	\$27.02	\$27.58
Effective August 22, 2023 1.5%	\$26.83	\$27.42	\$27.99

- 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 metres which they must utilize while on duty.

(C) **Mandatory In-Service**

Where employees are required to attend a mandatory in-service session required by the Division, same shall be paid at the Article 25(A) hourly rate.

(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 Trip/Charter Pay**

When cancellation occurs of an assigned extra trip/charter due to rain or other unforeseen circumstances, the Bus Driver shall receive one (1) hours' pay for the cancellation. The one (1) hour cancellation pay shall not be paid if the Driver receives at least fifteen (15) minutes notice of the cancellation prior to pickup.

(F) **Retroactive Pay**

All employees **employed as of the date of ratification** shall receive full retroactive pay to **August 22, 2021**, 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 26 **BUS DRIVER IN TRAINING**

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. The maximum duration of the term appointment as a Driver in training would be 2 to 3 weeks. 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 their term will expire.

Rates of Pay

Current	\$20.64
Effective August 22, 2021 3.3%	\$21.32
Effective August 22, 2022 1.25%	\$21.59
Effective August 22, 2023 1.5%	\$21.91

ARTICLE 27 **PENSION PLAN**

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 28 **GROUP LIFE**

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 29 **LABOUR/MANAGEMENT RELATIONS**

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.

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.

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

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 30 EXPIRY AND RENEWAL

30.01 This Agreement shall be effective from **August 22, 2021** and shall remain in effect until August 21, 2024, 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.

30.02 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.

30.03 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 DAY OF , 2022.

FOR THE UNION:

FOR THE DIVISION:

EXHIBIT ONE

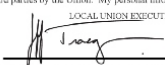
TO: THE NEW OR REHIRED EMPLOYEE:

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 **First Canada ULC.**, 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 Secretary-Treasurer of the Union within twenty-five (25) calendar days following the end of the Division's four (4) or six (6) weeks accounting period and accompanied by a written statement in alphabetical order of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of same. 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		UFCW LOCAL 832		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED 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 Union to use my S.I.N. 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	LOCAL NO./LOCATION		DEPARTMENT/NO.				
CLASSIFICATION	POSITION		FULL-TIME	CASUAL			
			PART-TIME	OTHER			
<small>There is no obligation for membership in the United Food & Commercial Workers International Union and in the above statements are true. I agree that all monies paid by me shall be for the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I authorize the Union to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested. (Cross out if you do not agree.)</small>							
<small>United Food & Commercial Workers Local No. 832 has a commitment from third parties that receive personal information from the Union to use it for the purposes of the Union's business. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed 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.</small>							
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE			
X							

Visit the Union's website at www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

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: BUS DRIVER TRAINER

The Parties recognize that the position of driver trainer is an out of scope position, and, that from time to time the Division will utilize the services of a Certified School Bus Instructor member of the bargaining unit for the purpose of bus driver training, and that the following is the hourly premium to be paid in addition to the employee's regular hourly rate for all hours worked as a bus driver trainer:

Current	\$1.47
Effective August 22, 2021 3.3%	\$1.52
Effective August 22, 2022 1.25%	\$1.54
Effective August 22, 2023 1.5%	\$1.56

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE DIVISION:

LETTER OF UNDERSTANDING #2

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: FREEDOM OF INFORMATION AND PROTECTION PRIVACY ACT

Pursuant to this letter of understanding (LOU) and the applicable collective agreement between the United Food and Commercial Workers Union, Local No 832 (the "UFCW") and the Winnipeg School Division (the "WSD"), the WSD is to provide the UFCW with lists which may include employee names, address, phone number, and/or Social Insurance Number.

The list to be provided contains personal information as defined under The Freedom of Information and Protection of Privacy Act ("FIPPA"). Disclosure provisions of FIPPA apply to the provision of address, phone number, and/or Social Insurance Number pursuant to this LOU and the collective agreement. In order to meet our obligations under the LOU and the collective agreements, we are requesting the UFCW's cooperation in complying with the following conditions in accordance with sections 46(6)c) and (d) of FIPPA:

The personal information may only be used for the purpose of communicating with the UFCW's members;

The UFCW shall have in place reasonable administrative physical safeguards to ensure the confidentiality and security of the personal information.

When disposing or storing the lists, the UFCW shall take care that they are transported, stored or destroyed in a secure manner.

UFCW shall immediately notify WSD in writing of any known or suspected security breach, data loss or other adverse event known or reasonably believed to have compromised the security, integrity, availability or confidentiality of any of the Personal Information in its possession or under its care and control. UFCW in consultation with WSD and subject to any directions from WSD agrees to take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Personal Information.

UFCW shall indemnify and save WSD harmless from any claims, suits, judgments, attachments and from any form of liability as a result of FIPPA security breach, data loss or other adverse event known or reasonably believed to have compromised the security, integrity, availability or confidentiality of any of the Personal Information in its possession or under its care and control.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE DIVISION:
