

AGREEMENT BETWEEN

THE LORD SELKIRK SCHOOL  
DIVISION

AND

UNIFOR LOCAL 191

Term of Agreement

January 1, 2023 — December 31, 2025



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This Agreement made this ..... day of August, 2023.  
BETWEEN:

**The Lord Selkirk School Division**  
(hereinafter referred to as "The Division")

and

**UNIFOR Local 191**  
(hereinafter called "The Union")

**Article 1 - Preamble**

Both parties to the agreement desire to maintain harmonious relations and conditions of employment to promote cooperation and understanding between the Division and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the well-being and security of all the employees in the bargaining unit.

**Article 2 — Union Recognition**

The Lord Selkirk School Division, or anyone authorized to act on its behalf, approves and recognizes Unifor, as the sole collective bargaining agent for the employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with Unifor, or any authorized committee thereof, in any and all matters affecting the relationship between the two parties to this Agreement in a peaceful and amicable manner.

**Article 3 — Duration**

This Agreement shall be binding and in effect from January 1, 2023 to December 31, 2025 and shall continue in effect from year to year unless either party gives notice, in writing, not less than thirty (30) days nor more than sixty (60) days prior to the termination date of this contract.

If an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new Agreement is reached or action is authorized by the Union or by the Division who are parties to this Agreement.

**Article 4 - Strike/Lockout**

In accordance with the Manitoba Labour Relations Act, while the collective agreement is in force, no strike or lockout will take place.

## **Article 5 - Sub Contracting**

The Division agrees that before it makes any decision on getting out of transportation it will meet with the Union to determine if there are ways to maintain the current driver force. The Division retains the right to make any and all final decisions.

## **Article 6 - Management Rights**

6.1 The operation of the Division and direction of all employees, including but not limited to, the right to hire, suspend, or terminate employment for just cause is vested exclusively with the Division.

Assignment to jobs, classification of positions, right to transfer employees, the need to increase/decrease or reorganize the workforce and to determine the service necessary for the most efficient operation of the transportation system and all other management functions not specifically referred to herein are vested solely with the Division.

6.2 The Division will be the sole judge in assessing bus driver competence related to matters such as driving habits of the employee, effect of accident records upon employment status, custody and care of equipment and all matters pertaining to the safe transportation of students and efficiency of operation of the school bus fleet.

6.3 The specific terms of this collective agreement shall be the source of any rights which the Union may assert against the Division.

6.4 The Division has the right at any time, to adopt, implement, alter and enforce division policies and practices provided these are not contrary to the collective agreement.

## **Article 7 — Union Security and Dues Deduction**

7.1 The Division agrees to deduct from all employees' salaries covered by this Agreement an amount equivalent to regular monthly union dues. All current employees who are or become members of the Union shall remain members of the Union in good standing as a condition of employment. All employees hired after the date of this Agreement shall become and remain members of the Union as a condition of employment. The Division shall inform new employees of the requirements of this section.

7.2 In consideration of the premises and of the Division making the compulsory check-off of Union dues, as herein provided, the Union agrees to and does hereby indemnify the Division harmless from all claims, demands, actions, and proceedings of any kind, and of all costs that might arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues.

7.3 Deductions will be made from the payroll period monthly and shall be forwarded to the Treasurer of Unifor Local 191 not later than the 15th day of the month following that in respect of which deductions have been made, accompanied by a list of all employees from whose wages deductions have been made.

## **Article 8 - Union Representatives**

8.1 Although non-employees are not permitted in the non-public areas of the Division's premises without the Division's authorization, in the case of recognized union representatives these authorizations will not be unreasonably withheld.

Reasonable advance notice to the Transportation Supervisor will be provided.

8.2 The Division recognizes the union steward as the Union's representative in each area covered by this agreement. The Union shall provide, on an annual basis to the Secretary-Treasurer, a list of Union Stewards, including any amendments to the list which might occur through the year.

8.3 Stewards shall be entitled to carry out their union responsibilities during normal working hours, subject to permission to conduct union business being obtained and provided that such business does not interfere with or disrupt operation of the school division, including transportation of students. Permission shall not be unreasonably withheld.

**8.4 The Division shall not discipline or dismiss any employee bound by this Agreement except for just cause.** An employee shall be accompanied by a Union representative in any disciplinary meeting with management which involves a letter of warning, suspension or dismissal, **except in urgent situations or where a Union representative is not available.**

8.5 A Union Steward does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local President, Local Representative or the Local Executive Board.

## **Article 9 - Union Business**

9.1 The Division may grant a leave of absence without pay for the purpose of the employee attending to Union business, subject to operational necessities. One (1) week's notice of the request for the leave shall be provided by the employee.

9.2 Upon request, the Division will grant employees a leave of absence without pay to attend Union meetings, conventions or other union business, subject to the operational needs of the Division being met. Not more than two employees may be absent at any time. Two weeks prior notice is required.

9.3 Three (3) employees from the bargaining unit will be granted an unpaid leave of



absence for the purpose of contract negotiations. This leave is subject to availability of spare drivers to cover regular routes.

- 9.4 Should a member of the bargaining unit be appointed or elected to a Full-time position with the Union, they shall be granted a leave of absence without pay and shall be reinstated in the same or a comparable position upon the expiration of such leave. Such leave shall be given to only one employee at any one time. The employee will provide two (2) months written notice prior to **their** anticipated return under this provision until such time as **their** term or appointment is ended.

### **Article 10 - Bulletin Board**

The Division shall provide a bulletin board at the depot transportation office main hallway for the exclusive use of the Union.

Information on the bulletin board will be posted only by a designated Union representative and will be in keeping with the spirit and intent of the collective agreement.

### **Article 11 - Grievance Procedure**

11.1 A grievance is any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

11.2 An earnest effort shall be made to settle grievances fairly and promptly. Filing of the grievance shall be within twenty-one (21) working days of the incident.

#### **Step 1**

The aggrieved employee(s), along with a representative of the Local, shall first attempt to resolve the grievance by submitting the grievance, in writing, to their immediate supervisor. The supervisor shall render their decision within five (5) working days after receipt of the grievance.

#### **Step 2**

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the grievance shall advance to the Secretary-Treasurer. The Secretary-Treasurer shall render their decision within five (5) working days after receipt of such *notice*.

#### **Step 3**

Failing settlement being reached in Step 2, the grievance shall be referred to arbitration as per Article 11.7 below. However, at any time prior to arbitration the parties may meet to resolve the issue, including, but not limited to, having the issue considered at a Board of Trustees meeting.

11.3 Replies to grievances shall be in writing at all stages.

- 11.4 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.
- 11.5 A policy grievance shall be submitted at Step 2.
- 11.6 The time limit in both the Grievance and Arbitration procedures may be extended by consent of the parties to this Agreement in writing.

Failure on the part of the Union to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned and all rights of recourse to the grievance and arbitration procedures shall be at an end.

Failure on the part of the Board to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been moved to the next Step.

- 11.7 When either party requests that **a grievance** be submitted to arbitration, the parties agree to the use of a sole arbitrator. The following persons will be called upon, on a rotating basis, commencing with the first person on the list, to serve as sole arbitrator. In the event the person requested to serve as arbitrator is unavailable in a mutually agreeable timeframe to the parties, the next person on the list will be requested. **In the event the next person on the list is also unavailable in a mutually agreeable timeframe, the Division and Union shall endeavour to agree on an alternative arbitrator. In the event the Division and Union cannot agree on an alternative arbitrator, the matter shall be referred to the Manitoba Labour Board, which shall appoint an arbitrator.**

1. **Karine Pelletier**
2. Michael Werier
3. **Keith Labossiere**

The arbitrator shall render **their** decision which shall be final and binding on all parties. However, in no event shall the arbitrator have the power to alter or amend this Agreement, in any respect.

## **Article 12 — Discharge Cases**

- 12.1 An employee shall be dismissed only upon the authority of the Board. The Transportation Supervisor may suspend an employee but shall immediately report such action to the Board. Such employee and the Union shall be advised promptly, in writing by the Board, of the reason for such dismissal or suspension.
- 12.2 An employee considered by the Union to be wrongfully discharged or suspended shall have their grievance started at Step 2.
- 12.3 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former

position, or by any other arrangement as to compensate which is just and equitable in the opinion of both parties, or in the opinion of the Arbitrator.

12.4 In the event of dismissal under this clause, payment of wages and holiday pay owing will be in accordance with provincial legislation.

12.5 Any driver knowingly not having a valid drivers' license or a valid driving permit during regular duty hours, shall notify the Transportation Supervisor so the driver can be relieved of **their** driving duties during this period without pay.

12.6 Article 12.5 shall not apply to the school bus drivers who are on sick leave as defined in Article 19.

### **Article 13 - Probationary Period**

The probationary period shall be sixty (60) working days. As such, days absent during the period of probation will be added to extend the probationary period as required.

Probationary employees shall not have access to grievance and/or arbitration in case of suspension or dismissal, except for violations of the Human Rights Code.

Time spent driving as a term driver shall count toward the employee's probationary period should they become a regular employee.

### **Article 14 Job Postings**

14.1 All new positions or vacancies which are included within the jurisdiction of this bargaining unit shall be posted in the Board Office and **the Division website** for a period of at least ten (10) working days. A copy shall be e-mailed to the Local 191 office upon posting.

During July and August, the Division will email a copy of new position or vacancy postings to the last known email addresses of bargaining unit members, and to the Local 191 office. Bargaining unit members who prefer to be alerted to the job postings by telephone (call or text) during July and August shall notify the Division of same by June 30th of each year. **It** is the responsibility of bargaining unit members to ensure that the Division has up-to-date contact information for them. New positions and vacancies posted during July and August shall be posted for a period of 14 days.

14.2 New or vacant positions shall be filled in the following manner.

- Qualifications — as a bus driver.
- Economic considerations, such as a driver residence, in relation to location of route being applied for.
- Wherever economic considerations and driver qualifications are equal, seniority shall prevail.

The Division will post new or vacant transportation positions which are outside the bargaining unit.

### **Article 15 - Calculation of Seniority**

15.1 Seniority for regular employees shall be established as Division seniority calculated from the date the employee commenced continuous employment with the School Division as a regular employee.

Seniority for spare and term drivers shall be calculated by cumulative hours worked from their date of hire. Spare and term drivers will exercise seniority only among other spare and term drivers.

### **Article 16 - Layoff and Recall Procedure**

16.1 The layoff procedure shall be implemented when a reduction in the work force is required.

16.2 Employees shall be laid off in accordance with seniority, with the least senior employees laid off first.

16.3 The recall procedure shall be in the reverse order of seniority.

16.4 Employees on a recall list shall be required to submit in writing their intention to return to work within seven (7) days of recall. Failure to do so will result in the employee being placed on the bottom of the recall list.

### **Article 17 - Information**

17.1 The Division shall supply the Union with the following information for each new employee hired prior to the end of their probationary period.

© Name, address, phone numbers (including mobile), email address

0 Date of hiring

17.2 The Division shall notify the Union in writing monthly of resignations, retirements, deaths, promotions and other revisions in the data listed in 17.1 above, and the effective dates.

17.3 The Division shall provide, on an annual basis, a seniority list by including all members.

### **Article 18 — Bereavement Leave**

18.1 In the case of a death in the immediate family of an employee, the employer shall grant a leave of up to five (5) working days with pay. The term immediate family shall

be understood to include spouse, child, sibling, parents, grandparent, grandchildren and parents-in-law. The parties understand this article includes common-law and same-sex relationships.

- 18.2 In the case of death of a **sibling-in-law, a leave of up to two (2) days will be granted** with pay.
- 18.3 In the case of a death of an uncle, aunt, or a very close friend, the Division will grant a leave of one (1) day with pay or time off with pay to attend the funeral.
- 18.4 Bereavement leave entitlement does not cover Christmas Break, Spring Break or unpaid in-service days.
- 18.5 In all cases, the worker shall notify the Transportation Supervisor prior to taking such leave.
- 18.6 Under extenuating circumstances, an employee may apply to the Secretary-Treasurer, in writing, for an extension of time.

### **Article 19 - Sick Leave**

- 19.1 Sick leave means the period of time an employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 19.2 Sick Leave shall be granted to regular employees on the basis of twenty (20) days per annum, accumulative to a maximum of one hundred and ten (110) days. This shall be accumulative to two (2) days per month. Sick leave entitlement does not cover Christmas Break, Spring Break or unpaid in-service days.
- 19.3 In any one year in which an employee has not had a sick leave, or has had only a portion thereof, **they** shall be entitled to an accrual of all the unused portion of sick leave for their future benefits. A deduction shall be made from accumulated sick leave for all days absent for sick leave as defined in 19.01.
- 19.4 An employee may be required to produce a certificate from a duly qualified practitioner for any illness in excess of three (3) days, certifying that such employee is unable to carry out **their** duties due to illness.
- 19.5 In special cases of illness of employees having over three (3) years' service, a special request for extra sick leave may be submitted to the Secretary-Treasurer, if accompanied by a physician's letter or certificate giving full details of the reason for the request. The amount of such leave granted shall be at the sole discretion of the Division.
- 19.6 Sick leave without pay may be **granted at the sole discretion of the Division to an employee** who does not qualify for sick leave pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

19.7 Sick leave is not payable for an injury received while gainfully employed at another job.

In the event that the employee receives compensation from a third party regarding loss of employment income in respect of or in relation to an absence from work for which the employee was also provided sick leave pay by the Division, the employee will immediately repay to the Division sick leave pay provided to **them** by the Division in an amount equal to the amount of compensation received by the employee from the third party regarding loss of employment income.

19.8 Family Leave

An employee may utilize up to three (3) days with pay per calendar year to attend to the illness of the employee's pre-school or school age children (up to grade 12), spouse (including common-law and same-sex) and parents. Where both parents are employees of the Division, only one parent may utilize the above days at any one time, unless otherwise authorized by the Board.

**Article 20 — General Leave**

The Division may grant leave of absence without pay and without loss of seniority to any employee requesting such leave. Application for leave shall be submitted in writing two (2) weeks prior to the date(s) leave is being requested.

The Union shall be notified of leaves which are approved by the Division.

**Article 21 — Jury Duty / Court Duty**

21.1 Jury Duty

An employee who is subpoenaed to serve as a juror or court witness shall not suffer loss of salary while engaged. Any monies received by **them** (excluding personal expenses) from the court for such duties shall be turned over to the Division.

21.2 Court Duty

A school bus driver subpoenaed to attend court as a witness on behalf of the Division shall be paid at a rate of an extra-curricular trip with minimum of two (2) hours.

Drivers who are in court as a witness on behalf of the Division and their case is not called within one (1) hour of the bus departure time are to inform the Supervisor of Transportation. A spare driver will be called, without a wage loss to the driver.

**Article 22 - Maternity Leave/Parenting Leave**

Employees will be granted a leave of absence in accordance with the provisions of the Employment Standards Code. Such leave shall be without pay and without loss of seniority.

**Article 23 - Wages**

**23.1**

	<b>Regular Drivers</b>	<b>January 1, 2023: One-time special adjustment of 0.6%</b>	<b>January 1, 2023 3.3%</b>	<b>January 1, 2024 2.25%</b>	<b>January 1, 2025 2.25%</b>
<b>A</b>	Basic Salary per month	<b>\$1,480.42</b>	<b>\$1,529.27</b>	<b>\$1,563.68</b>	<b>\$1,598.86</b>
<b>B</b>	Mileage - 1st km - A.M.	<b>\$89.11</b>	<b>\$92.05</b>	<b>\$94.12</b>	<b>\$96.24</b>
	1 each additional km-A.M.	<b>\$3.30</b>	<b>\$3.41</b>	<b>\$3.49</b>	<b>\$3.56</b>
<b>C</b>	Time - 1st 15 min. - A.M.	<b>\$41.97</b>	<b>\$43.36</b>	<b>\$44.33</b>	<b>\$45.33</b>
	each additional 5 min. block - A.M.	<b>\$10.00</b>	<b>\$10.33</b>	<b>\$10.56</b>	<b>\$10.80</b>
<b>D</b>	Bus Capacity - each passenger	<b>\$3.30</b>	<b>\$3.41</b>	<b>\$3.49</b>	<b>\$3.56</b>
	54 passengers	<b>\$178.53</b>	<b>\$184.43</b>	<b>\$188.58</b>	<b>\$192.82</b>
	64 passengers	<b>\$211.58</b>	<b>\$218.56</b>	<b>\$223.48</b>	<b>\$228.51</b>
	66 passengers	<b>\$218.21</b>	<b>\$225.41</b>	<b>\$230.48</b>	<b>\$235.37</b>
	70 passengers	<b>\$231.43</b>	<b>\$239.07</b>	<b>\$244.45</b>	<b>\$249.95</b>
	72 passengers	<b>\$238.03</b>	<b>\$245.88</b>	<b>\$251.42</b>	<b>\$257.07</b>
<b>E</b>	Route Extension-per month	<b>\$64.12</b>	<b>\$66.24</b>	<b>\$67.73</b>	<b>\$69.25</b>

- Note:
- (1) Double runs shall include (B) & (C) between runs
  - (2) Route extension shall apply to routes that attend more than one school and routes that service the same school more than once. Universal bus - classification for wages is **70** passengers.
  - (3)

**Effective the 2023-24 school year, and with the exception of the Express Bus Route - Victoria Beach, if a regular or term driver's scheduled route exceeds four (4) hours per day, the driver will be paid at the hourly extra-curricular trip rate for time scheduled beyond four (4) hours per day. "Scheduled route" means a regularly scheduled route as calculated on September 30th each year, or as recalculated by the Division throughout the school year.<sup>10</sup>**

<b>Spare Drivers*</b>	<b>January 1, 2023: One-time special adjustment of 0.6%</b>	<b>January 1, 2023 3.3%</b>	<b>January 1, 2024 2.25%</b>	<b>January 1, 2025 2.25%</b>
<b>Drivers who substitute for regular employees shall be paid per day, pro-rated for half-day.</b>	<b>\$99.95</b>	<b>\$103.24</b>	<b>\$105.57</b>	<b>\$107.94</b>

**Note: \*special adjustment from \$95.81 to \$99.35 applied effective the first day of the 2023-25 Collective Agreement.**

23.2 Express Bus Route - Victoria Beach

	<b>January 1, 2023: One-time special adjustment of 0.6%</b>	<b>January 1, 2023 3.3%</b>	<b>January 1, 2024 2.25%</b>	<b>January 1, 2025 2.25%</b>
<b>The driver of this route shall be paid at the rate per day of</b>	<b>\$185.13</b>	<b>\$191.24</b>	<b>\$195.55</b>	<b>\$199.95</b>

**The parties agree that the Express Bus Route - Victoria Beach position includes courier duties.**

**The parties agree to the following terms and conditions for the Express Bus Route — Victoria Beach:**

- 23.2.1 The employee responsible for the Express Bus Route — Victoria Beach (hereafter in article 23.2, "the Employee") will also be responsible for the courier duties. When a vacancy occurs in this route, the courier duties will be reflected in the posting.**
- 23.2.2 The parties understand that the courier duties may not be assigned on all working days and that hours may vary. However, the Employee's hours of work, whether performing the courier duties or bus driver duties, will not exceed a combined eight (8) hours in one day, or forty (40) hours in one week. Overtime may be required as per Article 23.10 G of the Collective Agreement.**
- 23.2.3 The Employee is entitled to one (1) thirty (30) minute break after every five (5) consecutive hours worked.**



23.3 Extra-Curricular Trips

(A)

	<b>January 1, 2023*: One-time special adjustment of 0.6%</b>	<b>January 1, 2023 3.3%</b>	<b>January 1, 2024 2.25%</b>	<b>January 1, 2025 2.25%</b>
Drivers shall be paid at the rate per hour of	<b>\$19.50</b>	<b>\$20.14</b>	<b>\$20.59</b>	<b>\$21.06</b>

**Note: \*special adjustment from \$15.42 to \$19.38 applied effective the first day of the 2023-25 Collective Agreement.**

- (B) With a minimum of two (2) hours pay for each assigned field trip.
- (C) Extra-curricular trips are voluntary and shall be given by Seniority Rotation in the catchment area. For urgent or unusual situations the Transportation Supervisor has discretion.
- (D) Drivers shall be paid one (1) hour pay at the extra curricular trip rate for trips cancelled on the day of the trip was to be taken provided no replacement trip was assigned that day.
- (E) Drivers shall receive a meal credit to a maximum of **\$20.00** for all field trips that are assigned on the day that the field trip is to take place for a minimum duration of four (4) hours.

23.4 Bus Compound / Gate Allowance

An employee designated by the Division to be responsible for opening and closing of the bus compound gate will be paid a monthly allowance of **\$75.00**

23.5 Special Duties Allowance

	<b>January 1, 2023: One-time special adjustment of 0.6%</b>	<b>January 1, 2023 3.3%</b>	<b>January 1, 2024 2.25%</b>	<b>January 1, 2025 2.25%</b>
A regular driver not assigned a bus aid and who is directed by the Division to physically assist students on or off the bus, on a permanent daily basis, shall be paid a monthly allowance of	<b>\$67.20</b>	<b>\$69.42</b>	<b>\$70.98</b>	<b>\$72.58</b>

23.6 Should a driver be required to pick up a bus using their own vehicle, due to the malfunction of the regular bus, **they** shall be reimbursed for kilometers driven to and from the bus at the prevailing kilometer rate provided in Board policy.

23.7 Should a regular driver be requested to remain at the "garage" because of a lack of transportation while **their** bus is being serviced, **they** shall be paid at the hourly extra curricular trip rate of pay.

23.8 The Division shall provide electronically, by October 31st, and monthly thereafter, the Route Compensation Information. Information included will be Bus Route number, Basic Monthly Salary, Mileage, Time, Capacity.

23.9 A) Vacation Pay shall be paid in accordance with the Employment Standards Code. Drivers shall be paid seven percent (7%) vacation pay after ten (10) years of continuous employment, eight percent (8%) after fifteen (15) years of continuous employment, ten percent (10%) after twenty (20) years of continuous employment, and fourteen percent (14%) after twenty—five (25) years of continuous employment.

B) The Division shall pay drivers Vacation Pay semi-monthly.

23.10 Method of Payment

A) Bus drivers shall be paid semi-monthly over 10 months, payable on the 15th (fifteenth) and the last banking day of each month. Spare drivers shall be paid 13i-weekly.

B) Extra curricular trips shall be paid at the end of the month pay period. Extra curricular trips that do not meet the cut-off date will be paid at the end of the following month.

C) Calculation of # of Eligible Paid Days:	Example
Number of school days mandated by MEC&Y	195 days
Less: In-service and administration days	(10)
Add: Bus Driver in-service (8 hours)	2
Add: Statutory Holidays	<u>8</u>
	195 days

Statutory Holidays are:

Thanksgiving	Christmas	Boxing Day	New Years
Louis Riel Day	Good Friday	Victoria Day	July 1

Drivers required to drive on an in-service day will have salary adjusted to reflect extra day(s) driven.

The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.

If Remembrance Day is declared a school holiday by the Minister of Education, other than described above, the employees shall be eligible to receive the holiday.

However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.

D) Deductions from salary for Leave of Absences (without pay) shall be calculated as follows:

$$\frac{\text{Annual Salary}}{\text{\# of Eligible paid days}} \times \text{\# days}$$

E) Where a bus driver leaves the employ of the Division during the course of the school year, the final payment shall be adjusted to reflect the number of days driven in the school year, that is:

$$\frac{(\text{\# of Eligible Paid Days} \times \text{Annual Salary}) - \text{Salary Paid}}{\text{Total \# of eligible paid days}} = \text{Final Payment}$$

F) Where a driver is hired after the first day of the school year, the salary due them between the commencement date of duties and the following June will be computed as follows:

Number of eligible paid days remaining in school year / total # eligible paid days X annual salary and paid to them in equal semi-monthly instalments from date of commencement to June 30 following.

G) Overtime — Drivers required to drive more than 8 hours in a day will be paid overtime.

The following calculation will be used to determine Regular daily hours for a Regular Bus Driver, excluding express run:

- |   |     |       |
|---|-----|-------|
| (1) Total loaded time as per "Route Information Sheet" (first pick up last drop-off a.m.) | x 2 | _____ |
| (2) Pre-trip inspection (a.m.) 10 minutes   | x 1 | _____ |
| (3) Post trip inspection (a.m./p.m.) 2 minutes  | x 2 | _____ |
| (4) Daily sweeping of bus (each trip) 5 minutes   | x 2 | _____ |

Total Regular Hours: \_\_\_\_\_

23.11 Bus Drivers are required to call new students on the passenger list and pick up their bus at the beginning of a school year. The driver will be paid a minimum of 2 hours of extra curricular trip rate automatically on the first September pay period of each year. The driver will be reimbursed for any long distance calls, provided they hand in proof of telephone charges.

Note: Bus and/or list must be picked up and students notified one (1) week prior to start-up of school to qualify for the minimum of 2 hours pay.

#### 23.12 Committees

Members of the Union that are required to participate in the Divisional Accident Review Committee, Workplace Safety and Health or Wellness Committee shall be paid at the hourly extra curricular trip rate of pay. For payment, a time card must be submitted.

#### 23.13 Definitions

- A) Regular employee— a school bus driver who is hired on a permanent basis to drive an assigned bus route.
- B) Spare driver — a school bus driver who works on an irregular and unscheduled basis and paid by the Division on a per day basis as per article 23.1. Articles 13, 18, 19, 20, 21, and 28 of this Agreement do not apply to spare drivers.
- C) Term driver — after a spare driver has covered a regular employee's route for more than twenty (20) consecutive working days, the driver shall be deemed a term driver. Additionally, if the Division is aware in advance that a regular employee will be absent for more than twenty (20) consecutive working days, it may create a term to cover the absence and the spare driver who fills the term is a term driver for the duration of that term. After becoming a term driver, the term driver shall be paid the regular employee's daily rate for the route in question, until the term ends. The Division may end the term in its sole discretion at any time, at which time the term driver reverts to spare driver status.

## **Article 24 - No Discrimination**

24.1 The Division and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

24.2 The parties agree that there shall be no discrimination based on:

- Ancestry, including colour and/or perceived race
- Ethnic background or origin
- Political belief, association or activity
- Religion or creed
- Sex, including pregnancy
- Marital status or family status
- Sexual orientation
- Physical or mental disability
- Place of residence
- Membership or non-membership or activity in a union.

24.3 Harassment shall consist of the definition and provisions as set out in the Human Rights Code. Further, the Workplace Harassment Policy of the Division, as may be amended from time to time, also applies.

## **Article 25 - Health and Safety**

25.1 The Division and Union agree to cooperate in promoting safe and healthy work practices within the Division as set out in the Workplace Health and Safety Act.

**25.2 The Division shall ensure each bus has a pair of insulated work gloves to be used only while performing driving, fuelling and safety functions for the division bus. Drivers will return worn gloves for a replacement pair.**

## **Article 26 — Accident Review Committee**

The joint committee will be established to review all accidents with school buses. An Accident Review Committee comprised of a chairperson, which will be the Transportation Supervisor and two (2) representatives of the Union, will meet on a regular basis to review all accidents as they pertain to the Transportation Department. The committee will ensure fair, consistent and confidential treatment for all employees and will ensure that employees followed rules and maintained acceptable standards of work performance. A report and recommendation of each incident will be submitted to the Secretary-Treasurer following the review.

The committee shall review the circumstances of an accident and make recommendations to the Division, if deemed necessary.

A copy of the report shall be sent to the Local 191 office.

## **Article 27 — Training**

- 27.1 The Union and its membership recognize the importance of driver training and therefore agree that every school bus driver receives a minimum of 8 hours training during each year.
- 27.2 Drivers absent from authorized training sessions shall not receive payment of salary for such days. Training sessions shall be in lieu of school bus driving on closed school days.
- 27.3 Drivers on sick leave may attend the training if they obtain a doctor's note providing authorization to do so. Drivers required to make up 8 hours of in-service training (due to missing Division training) will attend a professional development session that is mutually agreeable between the driver and the Division.

**Article 28 — Benefits**

28.1 Staff shall be eligible to participate in accordance with the terms and conditions of the Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba.

28.2 The Division agrees to administer the Manitoba Blue Cross Extended Health Care Plan for its employees. Premiums for this plan shall be deducted from the employee's regular pay on a schedule as required by Manitoba Blue Cross.

IN WITNESS WHEREOF, THE BOARD HAS CAUSED THESE PRESENTS TO BE SEALED WITH THE SEAL OF THE LORD SELKIRK SCHOOL DIVISION AND SIGNED BY THE CHAIRPERSON AND SECRETARY OF THE BOARD, AND THE UNION HAS CAUSED THESE PRESENTS TO BE EXECUTED ON ITS BEHALF BY THE MEMBERS OF THE NEGOTIATING COMMITTEE AND THE UNION REPRESENTATIVE.

UNIFOR LOCAL 191

LORD SELKIRK SCHOOL DIVISION

Member of Negotiating Committee

Chair

Member of Negotiating Committee

Secretary- Treasurer

National Representative

Staff Representative

Letter of Understanding  
between  
Lord Selkirk School Division (the "Division")  
and  
Unifor and its Local 191 (the "Union")

WHEREAS:

- A. The Division has an increasing need to have Spare and Term drivers who in the southern portion of the division (south of the Brokenhead Ojibway Nation), cover routes in the Walter Whyte Catchment (north of the Brokenhead Ojibway Nation).
- B. The Collective Agreement does not speak to the additional travel time that it takes for a southern-based driver to cover a Walter Whyte bus route, which is generally an additional one to two hours per day depending on the location of the route.
- C. The Division and the Union have reached resolution on this matter, as set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

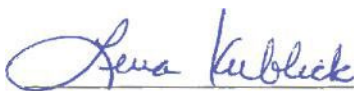

**Pay for additional time required for southern-based drivers to cover Walter Whyte catchment routes**

The Division and the Union hereby agree that southern based Spare and Term drivers will receive additional hourly pay (maximum 2 hours/ day) at the field trip hourly rate as defined in Article 23.3 A of the Collective Agreement, when covering a route in the Walter Whyte catchment.

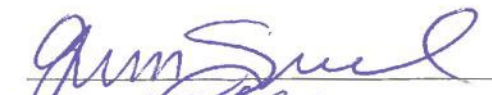

This pay for additional time will only apply in cases where the driver is traveling to and from the Walter Whyte catchment in a Division school bus. If they are traveling in their personal vehicle to and from the home of the regular driver where the bus is parked, they are eligible for mileage compensation as defined in the Collective Agreement.

This Letter of Understanding is not intended to alter or amend the right of either party as outlined in the Collective Agreement, except as expressly stated in this document.

Dated this 27 day of Aug , 2023

For the employer

For the Union



Letter of Understanding  
between  
Lord Selkirk School Division (the "Division")  
and  
Unifor and its Local 191 (the "Union")

WHEREAS:

- A. The Division, as a longstanding practice, has paid mileage to spare drivers for travel to and from the homes of regular drivers for whom they are covering and where the assigned bus is parked.
- B. More recently, the Division has also started to pay mileage for spare drivers who travel to the home of a regular driver in order to do a ride-along prior to their coverage of the route.
- C. The Collective Agreement does not speak to these mileage compensation scenarios.
- D. The Division and the Union have reached a resolution on this matter, as set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties agree as follows:



**Mileage pay for spare drivers traveling to and from homes of regular drivers for coverage purposes**

The Division and the Union hereby agree that spare drivers will be eligible for mileage compensation in accordance with the Division's prescribed mileage rate, in the following circumstances:

- Traveling to and from the home of the regular driver for whom they are covering:
  - o To retrieve the bus which is parked there, or
  - o To accompany the regular driver for a ride-along prior to covering the route

This Letter of Understanding is not intended to alter or amend the rights of either party as outlined in the Collective Agreement, except as expressly stated in this document.

Dated this 27 day of Aug, 2023

  
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For the employer

For the Union

Letter of Understanding  
between  
Lord Selkirk School Division (the "Division")  
and  
Unifor and its Local 191 (the "Union")

WHEREAS:



The parties wish to confirm their agreement regarding the National Day for Truth and Reconciliation.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties agree as follows:

Should the Manitoba Government enact legislation recognizing the National Day for Truth and Reconciliation as a general holiday or otherwise requiring employers to observe the day (as in the manner of Remembrance Day I the *Remembrance Day Act*), and so long as the Minister of Education directs that the day be observed as a holiday in schools, the Division agrees to add the day to Article 23.10 in a manner consistent with the enacted legislation.

This Letter of Understanding is not intended to alter or amend the rights of either party as outlined in the Collective Agreement, except as expressly stated in this document.

Dated this 17 day of Aug , 2023

For the employer


For the Union

