



**JULY 1, 2018 - JUNE 30, 2022**

**COLLECTIVE AGREEMENT BETWEEN**

**INTERLAKE SCHOOL DIVISION  
(Hereinafter referred to as "the Board")**

**-and-**

**THE INTERLAKE SCHOOL DIVISION BUS DRIVERS'  
ASSOCIATION  
(Hereinafter referred to as "the Association")**

# **JULY 1, 2018 - JUNE 30, 2022**

## **COLLECTIVE AGREEMENT BETWEEN**

**Interlake School Division**

**and**

**The Interlake School Division Bus Drivers' Association**

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**PURPOSE:**

WHEREAS the primary purpose and concern of the Board and the Association is the education of children in the community, rendered both directly through the teaching staff and indirectly through its auxiliary personnel, the Board and Association recognize the mutual obligation to ensure that, at all times and under all circumstances, first consideration will be given to the educational needs of the community;

WHEREAS it is the desire of both Parties to this Agreement:

1. to maintain harmonious relationships between the Board and the Association;
2. to enter into a Collective Agreement containing the terms and conditions of employment for the Association membership;
3. to recognize the value of joint discussions and negotiations in matters of working conditions, employment, services, etc.;
4. to encourage efficiency in operation;
5. to promote the morale and well-being of all employees in the bargaining unit of the Association; and

WHEREAS it is now desirable that methods of bargaining and matters pertaining to working conditions be drawn up in an Agreement;

NOW THEREFORE, the parties agree as follows:

**DEFINITIONS:**

For the Purpose of this Agreement, the following definitions shall apply:

**Regular School Bus Drivers:** means a school bus driver who is hired on a permanent part-time basis to drive an assigned bus route.

**Term School Bus Drivers:** means a school bus driver hired to replace a Regular Driver for a specific period of time or for the completion of a specific assignment, and in any instance the one assignment must be of a duration of twenty (20) or more consecutive working days.

When a Term School Bus Driver works twenty (20) or more consecutive working days replacing the same Regular School Bus Driver, the Term School Bus Driver shall be entitled to earn sick leave benefits on a pro-rated basis as per Article 21.02 while in that assignment. Sick leave benefits accrued may only be carried over for use in future assignments where a Term School Bus Driver is replacing a Regular Driver for a duration of twenty (20) or more consecutive working days, or where a Term School Bus Driver is hired into a permanent posting.

Term School Bus Drivers are not covered by Layoff and Recall Provisions of this collective agreement.

**Spare School Bus Drivers:** means a school bus driver who works on an irregular or unscheduled basis and who is on the approved Divisional Spare List.

### **ARTICLE 1: EFFECTIVE PERIOD**

- 1.01 This Agreement shall take effect and be binding upon the parties from July 1, 2018 to June 30, 2022, and thereafter until revised or terminated as hereinafter provided.
- 1.02 If either Party desires to revise or terminate this Agreement, they shall give the other party not more than ninety (90) days, and not less than sixty (60) days notice in writing, prior to the expiry date of this Agreement.

### **ARTICLE 2: MANAGEMENT RIGHTS**

- 2.01 The Association recognizes the right of the Board, to operate the schools and to direct the staff covered by this Agreement, as it may deem necessary for the most effective use of its facilities. Such operation and direction includes the right to hire, to discipline, suspend, or discharge for just cause; to assign to jobs; to classify; to promote; to transfer; to increase or decrease or reorganize the staff both permanent and temporary; and to determine the necessary services.
- 2.02 Both the Board and the Association shall act reasonably, fairly, and in a manner consistent with the Collective Agreement as a whole.
- 2.03 Liaison Committee  
A committee shall be established to discuss Board policy changes and other matters concerning bus drivers. Meetings to be held on the 4<sup>th</sup> Wednesday of each month or as required.
- 2.04 The specific terms of this Agreement shall be the source of any rights that may be asserted by the Association against the Board.
- 2.05 The Board shall have the right at any time to make, alter, implement and enforce rules and regulations not in conflict with this Agreement.
- 2.06 Violation of any of the standing Board rules and regulations shall be considered cause for disciplinary action or discharge.

### **ARTICLE 3: INTERPRETATION**

The masculine shall be construed as including the feminine and the feminine as including the masculine; the singular shall be construed as including the plural, and the plural the singular, where applicable.

### **ARTICLE 4: ASSOCIATION RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining agent for those bus drivers in the employ of the Interlake School Division and as described in the Manitoba Labour Board Certificate No. M.L.B. - 2689, dated May 14<sup>th</sup>, 1974.

### **ARTICLE 5: ASSOCIATION DUES DEDUCTION**

- 5.01
  - a) The Board shall deduct from the earnings of each employee an amount equal to the regular bi-weekly Association dues, as established by the Association on Regular School Bus Drivers.
  - b) The Board shall deduct Association dues from each Spare and Term School Bus Driver whose earnings exceed \$200.00 in any given pay period. Such dues shall be established by the Association on Spare and Term School Bus Drivers.
- 5.02 The Board shall remit said dues deductions, within fifteen (15) days, following the month of deductions to the Association treasurer.

### **ARTICLE 6: SUCCESSOR RIGHTS**

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

### **ARTICLE 7: CONTRACTING OUT**

The Interlake School Division agrees that no employee will lose their employment as a result of contracting out.

### **ARTICLE 8: ASSIGNMENT OF EXTRA-CURRICULAR TRIPS**

A school bus driven by a member of the Association will be used to transport students on extra-curricular trips when it is reasonable and practical to do so as determined by the Transportation Supervisor in consultation with the Principal. All trips that require a school bus shall first be offered to a driver who appears on the current Regular Drivers List unless it interferes operationally with the Regular Driver's route. The current Regular Drivers List shall be deemed to include Term Drivers during the duration of their assignment. If no Regular or Term Driver is available, the trip will be offered to a driver who appears on the current Active Spare Driver List. Principals will be informed of Division procedure on use of buses for extracurricular trips.

### **ARTICLE 9: INSERVICE TRAINING**

The Association recognizes the importance of driver training and therefore agrees that all school bus drivers shall attend special training sessions as determined by the Board.

### **ARTICLE 10: PERFORMANCE EVALUATION**

Following written evaluation of an employee's performance, the employee will be given an opportunity to review the evaluation and to acknowledge having read the contents of the document. An employee will be given at least one day's advance notice of such meeting. Following review of the document, the employee will be provided with at least one working day in which to place his/her own comments on the evaluation. Upon signing the evaluation document, the employee will be offered a duplicate copy for his/her own records.

### **ARTICLE 11: ACCESS TO PERSONNEL FILE**

An Employee shall be given the opportunity to examine their personnel file upon written request to the Secretary-Treasurer. The employee will upon request, be provided with a copy of the document in his/her personnel file at cost.

There shall be one (1) personnel file maintained by the Employer for each employee.

### **ARTICLE 12: DISCIPLINE/DISCHARGE**

When the conduct or performance of an employee may warrant reprimand, disciplinary action, or discharge, the Division shall interview the employee.

The employee shall be provided with advance notice of the meeting and shall be advised of his/her right and given an opportunity to have an Association representative present at such meeting.

If it is determined by the Division that a reprimand, discipline or discharge is warranted, the employee will be provided written confirmation of the action and a copy of such will be placed in the employee's personnel file.

**ARTICLE 13: GRIEVANCE PROCEDURE**

- 13.01 The Association shall notify the Board, in writing, as to the names of the executive members or stewards on the Grievance Committee. The Grievance Committee of the Association shall not exceed three (3) members.
- 13.02 Should a dispute arise between the Board and any employee (s) regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:
- Step 1** The aggrieved employee (s) shall submit the grievance, in writing, to the Transportation Supervisor, or designate within fifteen (15) working days of the alleged incident, stating the article in the current Agreement violated and the redress sought.
- The Transportation Supervisor, or designate shall render his/her decision within ten (10) working days after receipt of the grievance. This decision will be sent to the aggrieved employee and a copy to the Association's secretary in writing.
- Step 2** Failing satisfactory settlement under Step 1, the employee (s) concerned will submit the written grievance to the Superintendent within ten (10) working days after receipt of the decision in Step 1. The Superintendent shall render his/her decision within ten (10) working days after receipt of such notice.
- Step 3** Failing satisfactory settlement under Step 2, the Employee(s) concerned will submit the written grievance to the Board within fifteen (15) working days after receipt of the decision in Step 2. If the grievor so wishes, he/she may be accompanied by the Grievance Committee. The Board shall render their decision within fifteen (15) working days after the meeting date or within five (5) working days after the next regularly scheduled Board meeting, whichever occurs first.
- Step 4** Failing satisfactory settlement being reached in Step 3, the Association shall indicate their intent to proceed or not proceed to Arbitration within five (5) working days of the Board's decision.
- 13.03 The time limits as specified in clause 13.02, may be extended by mutual agreement between the Board and the Association.
- 13.04 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.
- 13.05 The Board will supply the necessary accommodations for the grievance meetings.
- 13.06 A member may bring a member of the executive or a member of the Bus Drivers' Association to any grievance meetings.

## **ARTICLE 14: ARBITRATION PROCEDURE**

- 14.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.
- 14.02 Within fourteen (14) working days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. These two arbitrators shall appoint a third person, who shall be mutually satisfactory to both parties, to act as Chairperson.
- 14.03 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fourteen (14) days, the appointment shall be made by the Minister of Labour of Manitoba upon request of either party.
- 14.04 The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.
- 14.05 The time limits in the Arbitration Procedure may be extended by consent of the parties to this Agreement.
- 14.06 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply mutatis mutandis to the single arbitrator.

## **ARTICLE 15: HOURS OF WORK**

15.01 Regular School Bus Drivers shall work those part-time hours as required to properly service their route and to maintain the cleanliness of their bus and for any pre-trip inspection for the safe operation of their bus.

15.02 Terms and conditions of employment of **dual and extension routes**:

The parties hereto acknowledge and agree that the terms and rates applicable to members of the Association who are employed on dual or extension transportation routes will be negotiated by the Association and the Board.

a) "**Dual Route**" - the term dual route would apply if after completion of a route the bus leaves the school empty and proceeds to a new pick up point or leaves its last drop off and proceeds empty to a new pick up point. (A break in service exists) eg. Shuttle Route.

The performance of the dual route will be paid at the same rate per hour determined for extra-curricular trips. (Rounded up to the nearest 15 minute time block)

b) "**Extension Route**" – the term extension route would apply when the bus leaves the school or destination point with students on board the bus. (No break in service) eg. Express Route.

The performance of an extension route will be paid for loaded time only at the same rate per hour determined for extra-curricular trips. (Rounded up to the nearest 15 minute time block)

## **ARTICLE 16: SENIORITY**

16.01 Seniority is defined as the length of continuous service in the bargaining unit since the date of last hire.

16.02 A seniority list will be revised as of June 30<sup>th</sup> of each year.

A copy of the list will be posted on the bulletin board at the Transportation Office, and a copy will be given to the Association, and a copy to all Regular Bus Drivers in the Bus Drivers' start up package.

An employee may challenge the position of their name on the seniority list within the first five (5) working days of the new school year, On the date their name first appeared on the seniority list provided they are at work when the list is posted, then they shall be deemed to have proper seniority standing. In the event they are not at work, they must object to their seniority standing within four (4) working days from the time they return to work. The posting shall include a copy of this Article. Seniority of the employee will be established after completion of their probationary period but will be effective from the date of last hire.

16.03 An employee shall retain and accrue seniority if they are absent from work because of:

- a) illness or accident to a maximum of six (6) months;
- b) vacation or paid holidays;
- c) a leave of absence of up to thirty (30) days.

16.04 An employee shall retain but shall not accrue seniority if:

- a) they are absent because of illness or accident over six (6) months but less than fifteen (15) months;
- b) a laid off bus driver will retain their seniority for fifteen (15) months following layoff;
- c) they are on a leave of absence in excess of thirty (30) days but less than fifteen (15) months.

16.05 An employee's seniority shall be forfeited and their employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- a) they are discharged for cause and are not reinstated;
- b) they resign in writing;
- c) they are laid off for a period longer than fifteen (15) months;
- d) they fail to report for duty after notification to their last known address or phone number to do so following a layoff; the onus is on the employee to inform the Board of their current address and telephone number;
- e) they are on leave of absence longer than fifteen (15) months;
- f) they are retired.

## **ARTICLE 17: LAYOFF PROCEDURES**

17.01 All lay off provisions shall be applied on a high school catchment area basis.

- a) In the event that lay off becomes necessary, the individual with the least seniority in the high school catchment area shall be laid off and placed on a reemployment list.
- b) The Board shall give the employee written notice of the date on which they are to be laid off at least one (1) month before the date on which they are to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- c) Laid off drivers who are temporarily assigned for 10 or more consecutive days work will accrue seniority.
- d) Laid off drivers who are temporarily assigned for 10 or more consecutive days work commence a new 15-month lay off period when the temporary assignment is completed.



## **ARTICLE 18: RECALL PROCEDURES**

18.01 All recall provisions shall be applied on a seniority basis.

- a) Employees who are laid off shall be placed on a reemployment list. Employees placed on the reemployment list shall be called back in reverse order of layoff starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess, in the sole and exclusive judgement of the Board, the ability, skill, qualifications and reliability to perform the work.
- b) Notification of vacancy shall be sent by registered letter to the last reported address of the employee.
- c) Any driver in a recall position and residing over the 5 mile limit from the route shall have the option of parking the bus within the five mile limit at a location agreeable to the division, and of driving to that location for the purpose of starting their route.
- d) Any deviation from these procedures shall occur only by mutual agreement of the Transportation Committee of the Board and the Executive of the Bus Driver's Association.

## **ARTICLE 19: NEW POSITIONS/VACANT POSITIONS**

19.01 When a new or vacant position is created inside the bargaining unit it shall be posted at the Division Office, Bus Garage and a notice shall be sent to the Association's Secretary. The posting shall be for five (5) working days and during the posting time the Transportation Supervisor or their designate shall announce the vacancy over the bus radios once per day. A Synervoice phone announcement shall be made on each of the five working days to all Association members including Term Drivers, active Spare Drivers and Regular Drivers currently laid off or on a leave of absence. All interested drivers shall apply in writing.

In the event of a remaining vacancy, employees placed on the reemployment list shall be called back in reverse order of layoff starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess, in the sole and exclusive judgement of the Board, the skills, ability, qualifications, reliability and accessibility to perform the work.

19.02 When choosing an applicant for a new or vacant position, the Board shall base its decision on the applicant's skills, ability, qualifications, reliability and accessibility to the route to satisfactorily perform the duties of the position. When, in the sole discretion of the Board, all of the above noted criteria are equal, seniority shall prevail.

The Division shall, not later than ten (10) working days from when the decision was made, notify all applicants, and the Association President and Secretary electronically, of the appointment and the name of the successful applicant.

19.03 A six (6) month probation period shall apply to a newly hired bus driver. During such six (6) month probationary period, an employee may be discharged at any time without having recourse to the Grievance or Arbitration Procedures.

## **ARTICLE 20: LEAVE OF ABSENCE**

20.01 No leave of absence will be approved for time off to work for another Employer.

20.02 a) The Board of Trustees of the Interlake School Division may grant Leave of Absence (LOA) to any driver for a maximum of one school year, without pay for a valid reason. Drivers will retain; however, will not accrue seniority while on accumulated leave of working days; reference Article 16.04(c).

Exception: One extension only of five (5) consecutive working days may be authorized by the Transportation Supervisor in accordance with this article.

b) Leave of Absence requests must be in writing in advance for Board approval.

c) A Leave of Absence of more than one school year will only be considered under exceptional circumstances by the Board of Trustees of the Interlake School Division.

d) A Regular Driver, on an approved leave of absence, may return to their bus route prior to the expiration of the leave of absence when authorized by the Transportation Supervisor and with the agreement of the affected Term Driver who had been filling the vacant position.

### 20.03 **Personal Leave**

a) The Transportation Supervisor may grant Regular and Term Drivers up to five (5) consecutive working days of personal leave. All wages will be deducted from the Regular or Term Driver.

b) Drivers are responsible for finding their own spares when taking personal leave. In a situation where layoff procedures have become necessary, those drivers on a re-employment list will be called first.

c) When necessary for the efficient operation of all bus routes within the Interlake School Division, drivers may be requested and would be expected to return to their regular driving duties.

d) Unless authorized by the Transportation Supervisor, drivers will not exceed the number of days specified in their personal leave.

e) Beginning with the school year in September 2004, all accumulated personal leave days will be reviewed by the Interlake School Division and when a driver has expended in excess of twenty (20) working days of personal leave in the current school year, those days will not accrue towards a drivers seniority in the school year in which the personal leave was taken.

Note: Personal leave does not include sick or compassionate leave.

### 20.04 **Parenting Leave**

An employee shall be granted leave of absence without pay and without loss of seniority upon request for Maternity, Parental or Adoptive Leave. Such leave shall fall within the guidelines of the Employment Standards Code.

## **ARTICLE 20: LEAVE OF ABSENCE CONTINUED**

### **20.05 Bereavement Leave**

- a) An employee shall be granted five (5) days' leave with pay immediately following the death of a spouse, daughter, son, father, mother, grandchild, sister or brother.

For the purpose of this provision, "spouse" includes the common-law partner of an employee.

- b) An employee shall be granted three (3) days' leave with pay immediately following the death of a grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- c) An employee shall be granted up to one (1) day leave with pay to attend a funeral as an active participant such as a pallbearer, delivering a eulogy or similar responsibility.
- d) An employee may be granted, at the discretion of the Transportation Supervisor, or designate, up to one (1) day leave with pay to attend the funeral of a close friend.

### **20.06 Jury Duty**

An employee who is subpoenaed to serve as 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 School Division.

## **ARTICLE 21: SICK LEAVE**

### **21.01 Sick Leave Defined**

Sick leave means the period of time a Regular School Bus Driver is absent from work with full pay, subject to Article 20.02 of this Agreement, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Worker's Compensation Act.

### **21.02 Amount of Sick Leave**

Sick leave shall be granted to Regular School Bus Drivers on the basis of one and one-half days (1 1/2) for each month in which the driver has earned at least ten (10) days pay.

21.03 Sick leave shall accrue to a maximum of ninety days (90) days.

21.04 The Employer may grant the usage of up to three (3) days of an employee's accumulated sick leave for illness or doctor's appointment for the employee's immediate family which includes the employee's spouse, child, or parent.

### **21.05 After Five (5) Continuous Years of Employment:**

Upon retirement or death, an employee shall be reimbursed fifty percent (50%) of all accrued sick leave, after ten years sixty percent (60%), after fifteen years seventy five percent (75%). A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined in Article 18.01. In the event of the death of an employee, if there is no designated beneficiary the payment will be made to the employee's estate.

### **21.06 Proof of Illness**

An employee shall be required on written request from the Board of Trustees or its designate, to produce a certificate from a duly qualified practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness.

## **ARTICLE 21: SICK LEAVE CONTINUED**

### **21.07 Abuse of Sick Leave**

Suspected abuses of sick leave provisions will be investigated and proven instances will result in disciplinary action.

### **21.08 Workers Compensation**

The employer agrees that all school bus drivers employed under this Agreement shall have the full protection available under the Workers Compensation Act of Manitoba.

## **ARTICLE 22: BENEFITS**

### **22.01 Pension Plan**

All Regular School Bus Drivers employed with the Division prior to December 31, 1991 shall be eligible to join, upon completion of one year of service, in the Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba ("Pension Plan"). Regular Bus Drivers hired after January 1, 1992 must become members of the Pension Plan upon completion of one year of service with the Division. Term or Spare Bus Drivers who meet the YMPE requirements for two consecutive years must become members of the Pension Plan.

The Division will administer the Pension Plan in accordance with the terms of the master policy.

### **22.02 U.I.C. Rebate**

Should the Board become eligible for a reduction in premiums under the Unemployment Insurance Act, the Associations' 5/12 share of the premium reduction will be remitted at the conclusion of the calendar year.

### **22.03 Medicals and Abstracts**

All school bus drivers will be reimbursed for the costs of medical examinations and driver's license abstracts as required by Manitoba Motor Vehicle Branch and/or the Department of Education. All requests must be supported by original receipts.

### **22.04 Meal Allowances**

All school bus drivers will be reimbursed for meals when on extra curricular bus trips which are over four (4) hours in duration and are over a meal hour.

## **ARTICLE 23: COMMITTEE MEETINGS**

24.01 The Association shall notify the Board, in writing, as to the names of their Executive members and names of the members on the Bargaining Committee and Board to submit same.

24.02 The Bargaining Committee of the Association shall not exceed five (5) members.

## **ARTICLE 24: HYDRO ALLOWANCE**

Every driver who is required to store a bus at their residence shall annually receive the sum of \$125.00 (includes PST & GST) for diesel buses. This shall be pro-rated for Term or Spare School Bus Drivers. It will be compensation for the cost of electricity expended on behalf of the Division by the employee.

At the beginning date of each Collective Agreement the Transportation Supervisor shall calculate the amount of compensation to reflect the Division's policy. The allowance shall be paid 2/5 in December and 3/5 in March on a regular salary direct deposit.

**ARTICLE 25: SPECIAL UNDERSTANDING**

- a) Term and Spare School Bus Drivers means a driver from the division's Spare List.
- b) Term and Spare School Bus Drivers are covered only by Articles 3, 4, 5.01(b), 7, 9, 10, 11, 12, 19.02, 20.02(d), 22.01, 22.03, 22.04, 24, 27.02, 28 and Schedule "A" of this Collective Agreement.
- c) Where a Term or Spare School Bus Driver is hired into a regular position and where they complete their probationary period as per Article 19.03, seniority shall be retroactive to the first date of continuous service, including any continuous service worked as a Term or Spare School Bus Driver.
- d)
  - i) Service of Term or Spare School Bus Drivers relates only to that of Interlake School Division Term or Spare School Bus Drivers on the Spare Driver List.
  - ii) Where two or more Term or Spare School Bus Drivers apply for a permanent posting, and where in the opinion of the Division the qualifications, skills, ability, reliability and accessibility are equal the employee with greater service shall be awarded the position.
  - iii) For the purpose of determining service above, service shall be defined as the total number of paid hours a Term or Spare School Bus Driver has driven in the previous five (5) years as calculated by the Secretary-Treasurer, at the time continuous service commences in the permanent position.

**ARTICLE 26: VACATION PAY**

0- 29.99	Months Service	4% Vacation pay on Salary
30-89.99	Months Service	6% Vacation pay on Salary
90-149.99	Months Service	8% Vacation pay on Salary
150-209.99	Months Service	10% Vacation pay on Salary
Over 210	Months of Service	12% Vacation pay on Salary

The anniversary date for vacation increments shall be September 1<sup>st</sup> or January 1<sup>st</sup>, whichever date immediately follows the accumulation of one complete year of experience.

**ARTICLE 27: PAYMENT OF WAGES**

- 27.01 Payment of salary for all drivers shall be on a bi-weekly basis in accordance with Schedule "A". All school bus drivers shall submit bi-weekly pay request forms. The payment shall be made by direct deposit to an account of the bus driver's choice.
- 27.02 Salaries will be paid on the basis of two hundred (200) days per year. This pay includes statutory holidays.
- 27.03 The daily rates shall be determined by the a.m. student count and kilometres driven on September 30<sup>th</sup> in each school year as determined by the Transportation Supervisor.

**ARTICLE 28: RETROACTIVE WAGES**

Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply only to:

- a) employees who are in the employ of the Board on the date of signing of this Agreement;
- b) employees who have died in service;
- c) employees who have left the service during the above-mentioned period by reason of being laid-off by the employing authority;
- d) Term Drivers terminated at the end of a specific term of appointment or after the completion of the specific job for which they were employed.

Upon written request to the Board within sixty (60) days of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated their services.

**SIGNATURES**

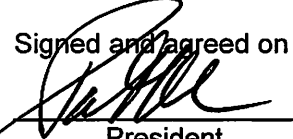
Dated at Stonewall, Manitoba, this 25<sup>th</sup> day of May 2021.

Signed and agreed on behalf of the Interlake School Division:

  
\_\_\_\_\_  
Chairperson

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

Signed and agreed on behalf of the Interlake School Division Bus Drivers' Association.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**SCHEDULE "A" SALARY SCHEDULE**

**A. BASE SALARY**

	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
<b>Percentage Increase</b>	1.60%	1.40%	0.50%	cola
<b>Base Salary</b>	\$14,554.20	\$14,757.96	\$14,831.75	

COLA to be determined as follows: (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (to schedule "A") change is made known, the increase will be effective July 1, 2021.

**Term or Spare school bus drivers salary**

Term or spare drivers on regular routes will be paid as per Schedule "A".

**B. ROUTE ALLOWANCE**

**1. - Annual Loaded Kilometre Rate (applicable to regular routes only)**

Loaded Km/Day	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
0-45	0.00	0.00	0.00	
45.1-55	\$ 295.66	\$ 299.80	\$ 301.29	cola
55.1-65	\$ 884.94	\$ 897.33	\$ 901.81	cola
65.1-75	\$1,474.22	\$1,494.86	\$1,502.33	cola
75.1-85	\$2,062.48	\$2,091.35	\$2,101.81	cola
85.1-95	\$2,651.76	\$2,688.88	\$2,702.33	cola
95.1-105	\$3,241.04	\$3,286.41	\$3,302.85	cola
105.1-115	\$3,830.32	\$3,883.94	\$3,903.36	cola
115.1-125	\$4,419.60	\$4,481.47	\$4,503.88	cola
125.1-135	\$5,008.88	\$5,079.00	\$5,104.40	cola
135.1-145	\$5,598.16	\$5,676.53	\$5,704.92	cola

**2. - Annual Per Student Allowance**

July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
\$14.48/student	\$14.68/student	\$14.75/student	cola

The total Route Allowance is calculated as (B1) Loaded Kilometers plus (B2) Student Allowance. The Route Allowance paid on June 30<sup>th</sup> of the prior year will be the minimum Route Allowance paid for the current school year, even if the calculated value is less.

**C. OTHER ROUTE COMPENSATION**

**1. - Wheelchair Allowance**

Drivers who operate a wheelchair bus or a bus that is equipped for special needs students on a regular route, shall be paid an additional \$5.00 per trip, per designated student.

**2. - Restraints**

Bus drivers transporting a student requiring a seat restraint on a regular route shall receive \$1.00 per day allowance per student requiring a restraint.

**3. - Extension Routes and Dual Routes Rates (as per Article 16.02)**

July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
\$17.29/hour	\$17.53/hour	\$17.62/hour	cola

**CONTINUED SCHEDULE "A"**

**4. - Extra-Curricular Trips 3 Hours**

July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
\$51.88	\$52.60	\$52.87	cola

**5. - Bus Transfer Students**

Bus drivers who regularly transfer students from one school to another in the same town, to catch their Regular bus, shall receive an extra fifteen (15) minutes per day at the prevailing hourly rate.

**6. - Hourly Paid Assignments**

July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
\$17.29/hour	\$17.53/hour	\$17.62/hour	cola



LETTER OF UNDERSTANDING

BETWEEN

THE INTERLAKE SCHOOL DIVISION

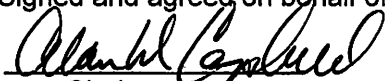
AND

THE INTERLAKE SCHOOL DIVISION BUS DRIVERS' ASSOCIATION

Should the Interlake School Division determine to contract out student transportation the Division agrees to provide the Association with Two Hundred (200) working days notice and to consult with the Association prior to a final decision being made.

Dated at Stonewall, Manitoba, this 25<sup>th</sup> day of May 2021.

Signed and agreed on behalf of the Interlake School Division:

  
Chairperson

  
Secretary-Treasurer

Signed and agreed on behalf of the Interlake School Division Bus Drivers' Association.

  
President

  
Secretary

LETTER OF UNDERSTANDING

BETWEEN

THE INTERLAKE SCHOOL DIVISION

AND

THE INTERLAKE SCHOOL DIVISION BUS DRIVERS' ASSOCIATION

**Basic Salary**

The Interlake School Division confirms that all Regular Bus Drivers shall receive their basic salary from the prior school year plus annual negotiated amounts.


**Route Allowance**

The Interlake School Division also confirms that no Regular Bus Driver's total compensation for loaded kilometre allowance plus per student allowance plus any grandfathered amount will decrease during this collective agreement to less than what was paid as at June 30<sup>th</sup> of the prior school year.

Dated at Stonewall, Manitoba, this 25<sup>th</sup> day of May 2021.

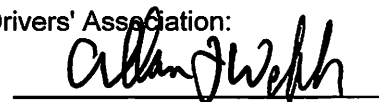
Signed and agreed on behalf of the Interlake School Division:

  
Chairperson

  
Secretary-Treasurer

Signed and agreed on behalf of the Interlake School Division Bus Drivers' Association:

  
President

  
Secretary

**LETTERS OF INFORMATION**

**Letter one**                      **"INDEMNIFICATION"**

This letter is to acknowledge that the Interlake School Division is a participant in the Manitoba Schools' Insurance Program and as such, indemnifies and saves harmless all employees from legal liability for bodily injury or property damage providing that the employee is acting within the scope of their assigned duties.

**Letter two**                      **"FINANCIAL PLANNING"**

The Interlake School Division and the Interlake School Division Bus Drivers' Association recognize that members of the Association may wish to receive financial planning advice and information to prepare for retirement or resignation from their employment. The Division and the Association agree that:

Members of the Association who indicate their intention to resign will be advised by the Division that financial planning help is available from the managers of the employee pension plan.

Members of the Association will be notified of any financial planning seminars being offered to Division employees.

Retiring or resigning members of the Association may arrange payment of any benefit to which they are entitled into a retirement savings plan or other option, which is permissible under prevailing income tax regulations.