

COLLECTIVE AGREEMENT

BETWEEN:



The Canadian Union of Public Employees
LOCAL 1947
(BUS DRIVERS)

- A N D -



SWAN VALLEY SCHOOL DIVISION
Box 995, Swan River, MB R0L 1Z0

Term of Agreement:
July 1, 2018 to June 30, 2022

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SWAN VALLEY SCHOOL DIVISION BUS DRIVERS

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BUS DRIVERS' AGREEMENT made this _____ day of October 2021

BETWEEN: THE SWAN VALLEY SCHOOL DIVISION
hereinafter called the Employer,
Party of the First Part

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1947
hereinafter called the Union,
Party of the Second Part

ARTICLE 1 - SCOPE OF AGREEMENT

- 1.01 This Agreement is made to cover all employees as outlined in M.L.B. Certificate No. 2940 issued by the Manitoba Labour Board and/or as listed in Schedule "A" attached.
- 1.02 Spare drivers are not covered by the Collective Agreement; however, the Division agrees to pay the spare drivers the special trip rate under Article 27.

ARTICLE 2 - PREAMBLE

- 2.01 Whereas it is the desire of both parties to this Agreement:
- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
 - 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
 - 3) To encourage efficiency in operation.
 - 4) To promote the morale, well being and security of all employees in the bargaining unit of the Union, and to provide a basis for both parties to improve the transportation services provided to the school children and the ratepayers of the Swan Valley School Division, and

Whereas it now is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Subject to the provisions of this Agreement, the operation of the schools and direction of the staff covered by Certificate M.L.B. 2940, including the right to hire, suspend, or discharge for just cause; to assign to jobs, to classify, to promote, transfer for cause employees among the schools, to increase, decrease or reorganize the staff, both permanent and temporary; and to determine the service necessary, including the right to contract out present jobs and services for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Board. The Board agrees that it will not exercise any of the foregoing rights of this Article in a discriminatory manner.

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

ARTICLE 4 - DURATION OF AGREEMENT

- 4.01 This Agreement shall be binding and in effect from July 01, 2018 to June 30, 2022 and shall continue in effect from year to year thereafter unless terminated or renewed as hereinafter provided.
- 4.02 Schedule "A" attached to and forming part of this agreement shall have a retroactive effect for those employees currently on staff at the time and date of signing the current Collective Agreement.
- 4.03 Either party desiring to amend the Collective Agreement shall, between thirty (30) and ninety (90) days prior to the expiry date of the Agreement, give notice in writing to the other party of its intention to open negotiations.
- 4.04 Within twenty (20) days of receipt of such notice, the parties shall confer to establish a mutually agreeable meeting date. The party providing notice to open negotiations will present proposals to amend the Agreement at this initial meeting. The other party will present its proposals and responses at a subsequent meeting.
- 4.05 Should either party deem it necessary to negotiate changes during the term of the Agreement, such changes may be made by mutual agreement, and shall be covered by letters of understanding attached to and forming part of this Agreement.

ARTICLE 5 - RECOGNITION

- 5.01 The Board recognizes the Canadian Union of Public Employees Local 1947 as the sole collective bargaining agency of its employees classified and covered by this Agreement.
- 5.02 When an employee is being disciplined, he may choose to be accompanied by a Local Representative of the Local Union if readily available. If no Local Representative of the Local Union is readily available then it is agreed disciplinary action may be taken.

ARTICLE 6 - UNION DUES

- 6.01 The Board shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 6.02 The Board shall remit said dues deductions, within thirty (30) days to the local Union treasurer. A list of the names of the employees for whom deductions have been made and the amount of the deduction shall be included.
- 6.03 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 as provided for above.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 Every employee shall be placed on probation for a period of three (3) consecutive months of service from the date from which employment commenced. The employer may extend the probationary period of an employee for a further three (3) months.
- 7.02 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the grievance procedure for discharge.
- 7.03 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.

ARTICLE 8 - NO DISCRIMINATION

8.01 The Board and the Union agree that there shall be no discrimination against any employee because of ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion or creed, or religious belief; age; sex, including pregnancy; gender-determined characteristics or circumstances; sexual orientation; marital or family status; source of income; political belief, political association or political activity, physical or mental disability or union membership or union activity.

ARTICLE 9 - SENIORITY

9.01 Seniority is defined as the number of years of continuous service with the Board and shall be one (1) of the factors in determining preference or priority for promotions, transfers, demotions, layoffs or recalls.

9.02 An employee's seniority shall be maintained and accumulated during absence due to illness or accident, or on an authorized leave of absence.

9.03 The Union shall be provided each year with one (1) copy of the seniority list during the month of January, along with a list of the employee's addresses and phone number.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Within sixty (60) calendar days of a position becoming vacant or when a new position is established, the Board agrees to post a notice of the new position or vacancy in the School Bus Garage, with an email copy to each of the bus drivers, for a period of not less than five (5) working days. The notice shall contain the route number and salary payable.

A copy will be supplied to each of the bus drivers through the feeder buses.

During the summer months employees shall be notified by the Division assigned email, or by phone call for employees who do not have a computer.

10.02 Present employees shall have five (5) working days from the initial posted date to bid for the bulletined position.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES (cont'd)

- 10.03 The Board will notify the Union in writing when a vacancy occurs or a new position is created.
- 10.04 Subject to 10.05, when choosing an applicant for any vacancy or new position where, in the opinion of the Board, knowledge, training, and ability are relatively equal between employees, seniority shall prevail.
- 10.05 An employee shall not be permitted to exercise his/her seniority when applying for a temporary or permanent transfer if the employee's place of residence is more than sixteen (16) kilometers from the start of the new or vacant route.
- 10.06 A temporary position is one with a maximum duration of sixty (60) calendar days. Within the sixty (60) calendar days, the Board will determine whether the temporary position should become permanent or be eliminated.
- 10.07 A "term" employee is one who is hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. An employee hired under this designation will not normally work more than one (1) year. However, in the event such a requirement exists, the Union shall be notified of any duration in excess of one (1) year.
- 10.08 In the event the Board determines the need for a permanent position within the time limit in Article 10.07 above, then such permanent position shall be re-bulletined according to Article 10.01.
- 10.09 Notwithstanding Article 7, where a term employee applies for and is the successful candidate for a permanent position, seniority and probationary period shall commence from the first day of continuous term employment provided that there is no break in employment prior to commencing the permanent employment.

ARTICLE 11 - HOURS OF WORK

- 11.01 Permanent part-time employees shall work those hours as required to properly service their route and to maintain and clean the bus, as per Board policy.



ARTICLE 12 - VACATIONS

- 12.01 Employees are entitled to two (2) weeks of vacation after one (1) year of service. (4%)
- 12.02 Employees who have completed two (2) years of continuous service are entitled to commence earning three (3) weeks of vacation with pay, which will be taken with their third (3rd) year of vacation and each year thereafter. (6%)
- 12.03 Employees who have completed eight (8) years of continuous service are entitled to commence earning four (4) weeks of vacation with pay, which will be taken with their ninth (9th) year of vacation and each year thereafter. (8%)
- 12.04 Employees who have completed fourteen (14) years of continuous service are entitled to commence earning five (5) weeks of vacation with pay, which will be taken with their fifteenth (15th) year of vacation and each year thereafter. (10%)
- 12.05 Employees who have completed twenty (20) years of continuous service are entitled to commence earning six (6) weeks of vacation with pay, which will be taken with their twenty-first (21st) year of vacation and each year thereafter. (12%)
- 12.06 Vacation credits are paid on each monthly cheque.

ARTICLE 13 - SICK LEAVE

- 13.01 Employees shall accumulate sick leave credits at the rate of two (2) days per month, to a maximum accumulation of one hundred and fifteen (115) days.
- 13.02 Sick leave beyond three (3) consecutive days shall require a Medical Certificate.
- 13.03 In case of suspected abuse, an employee may be required to produce a certificate from a duly qualified physician, who may be appointed by the Board, certifying that the employee was unable to carry out his/her duties due to illness.
- 13.04 The maximum sick leave as referred to in Article 13.01 shall be reduced by the total number of working days taken as sick leave.
- 13.05 Should the Division become eligible for a reduction in the Employment Insurance Premium under the terms of the Employment Insurance Act, the five-twelfth (5/12th) portion due to the employees shall be remitted to the Union at the conclusion of the calendar year, such payment to be made in April of each year.

ARTICLE 13 - SICK LEAVE (cont'd)

- 13.06 Employees must have worked ten (10) full working days in any month to earn sick leave credits in that month, and sick leave credits then will be prorated on the total number of days worked in that month.
- 13.07 Sick leave is provided for the sole purpose of insuring an income to employees during periods of illness or injury. Sick leave is not payable to employees who are engaged in employment for wages or profit during any period for which he/she claims benefits under the sick leave plan.

ARTICLE 14 - BEREAVEMENT AND COMPASSIONATE LEAVE

- 14.01 Each employee shall be allowed bereavement leave without loss of salary up to, but not exceeding four (4) days at any one time in the case of death of any member of the immediate family of the employee. (Immediate family is defined in this Agreement as the employee's father, mother, sister, brother, son, daughter, wife, husband, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparents). Leave beyond this amount for compassionate grounds may be granted at the discretion of the Board.

Effective date of signing, amend current 14.02 as follows:

- 14.02 An employee may utilize up to three (3) sick days per calendar year to attend to the illness of that employee's children, spouse, parents or parents-in-law. 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.
- 14.03 It is the responsibility of all employees to notify the Board prior to taking such leave.

ARTICLE 15 - PERSONAL LEAVE

- 15.01 Each employee shall be entitled to one (1) day Personal Leave in any school year (July 01 to June 30), at no deduction of salary.
- 15.02 Personal Leave shall not be cumulative from one school year to the next.
- 15.03 The Personal Leave day shall be taken prior to an employee requesting discretionary leave from the Division.
- 15.04 Personal Leave shall be subject to the employee providing reasonable notice of such leave to the Division.
- 15.05 Leave is subject to the availability of spare drivers.

ARTICLE 16 - UNION BUSINESS

16.01 Leave of absence without pay shall be granted, upon Board approval, to employees transacting Union business.

ARTICLE 17 - COMMITTEE AND MEETINGS

17.01 The Union shall notify the Board, in writing, as to the names of the Union members on the Bargaining and Grievance Committee.

17.02 The Grievance Committee, which may be the same as the Bargaining Committee, shall not exceed four (4) Union members.

17.03 The Union shall have the right to representation by the Canadian Union of Public Employees and/or legal counsel. The Board shall have the right to representation by the Manitoba School Boards Association and/or legal counsel.

ARTICLE 18 - GRIEVANCES

18.01 Definition of Grievance - A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

18.02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Where a violation of this Agreement is alleged by a party to or persons bound by the Agreement, or on whose behalf it was entered into, or difference between the parties arises relating to the content, meaning, application or violation of this Agreement, either party shall within fifteen (15) working days of the event giving rise to the alleged violation or difference, or within fifteen (15) working days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other party in writing, stating the alleged violation or difference and the solutions sought.

Step 1 - The aggrieved employee or employees shall first attempt to resolve the grievance by submitting the grievance in writing to his/her immediate supervisor. The supervisor shall render his decision within seven (7) working days after receipt of the grievance.

ARTICLE 18 - GRIEVANCES (cont'd)

Step 2 - Failing satisfactory settlement being reached in Step 1, a Grievance Committee will submit to the Secretary-Treasurer a written statement of the particulars of the grievance and the redress sought within seven (7) working days of receipt of the supervisor's decision. The Secretary-Treasurer shall render his decision within seven (7) working days after receipt of the Grievance Committee statement.

Step 3 - Failing satisfactory settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Board of Trustees within seven (7) working days of receipt of the decision of the Secretary-Treasurer and the Board shall render its decision within three (3) working days after the next regularly scheduled Board meeting.

Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

- 18.03 Replies to grievances shall be in writing at all stages.
- 18.04 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.
- 18.05 Time limits, as specified in Article 18.03, may be extended by mutual agreement between the Board and the Union in writing. Failure on the part of the employee or Grievance Committee 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 procedure shall be at an end.

In the event of the failure of the Employer to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement, the employee or grievance committee may advance the grievance to the following step in the grievance procedure outlined above.

- 18.06 The Arbitration Procedures shall be according to the Provisions of the Labour Relations Act of Manitoba. The Board of Arbitration shall not alter, modify or amend this Agreement.
- 18.07 Nothing herein shall prohibit the parties from agreeing to a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply with changes in the necessary points of detail to the single arbitrator.
- 18.08 Employees shall have the right to Union Representation at every step of the Grievance and Arbitration process.

ARTICLE 19 - JOB DESCRIPTIONS

19.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.

ARTICLE 20 - CONDITIONS AND BENEFITS

20.01 Any rights, privileges, benefits and working conditions previously provided through written Board policy, and not specifically covered by the collective agreement, shall be maintained for the benefit of the employees.

ARTICLE 21 - PENSION PLAN

21.01 All employees will be required to enter the School Division Pension Plan, in accordance with the Plan Text, as a condition of employment.

ARTICLE 22 - LONG TERM DISABILITY PLAN

22.01 The Employer shall administer a Long Term Disability Insurance Plan according to the requirements of the plan. The premiums for the plan shall be paid entirely by the participants of the plan and shall be deducted from each salary cheque.

22.02 The Union agrees to and does hereby indemnify and save the Division harmless of all claims, demands, actions 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 necessary premium deductions as provided for above.

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE

23.01 A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Board. The Committee shall concern itself with the following matters:

- 1] Promoting safety and sanitary practices;
- 2] Increasing operating efficiency by promoting cooperation in effecting economy moves;
- 3] Reviewing suggestions from employees; and
- 4] Improving the quality of service to the school children and the rate payers of the Swan Valley School Division.

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE (cont'd)

The Committee shall meet when requested by either party at a time and place suitable to both parties. Matters that are subject to the grievance procedure shall not be discussed at the committee meetings.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 24 - JURY DUTY

24.01 An employee who is subpoenaed for jury duty shall be entitled to his or her daily salary, less any payments made by the court, other than the payments representing costs of travel, accommodations and meals.

ARTICLE 25 - SALARIES

25.01 The parties shall have access to strike/lockout in the event they are unsuccessful in negotiating a wage settlement.

The Board shall pay salaries in accordance to and with the conditions of Schedule "A" as follows:

SCHEDULE "A" – Monthly Salary

Route Loaded Kilometers	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
	1.60%	1.40%	0.50%	COLA*
48.5 or less	1,666	1,689	1,697	
48.6 to 56.5	1,674	1,697	1,705	
56.6 to 64.5	1,742	1,766	1,775	
64.6 to 80.5	1,852	1,878	1,887	
80.6 to 97.5	1,961	1,988	1,998	
97.6 to 113.5	2,098	2,127	2,138	
113.6 to 129.5	2,149	2,179	2,190	
129.6 to 145.5	2,203	2,234	2,245	

Route Loaded Kilometers	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
	1.60%	1.40%	.50%	COLA *
145.6 to 161.5	2,257	2,289	2,300	
161.6 to 177.5	2,305	2,337	2,349	
177.6 to 193.5	2,360	2,393	2,405	
193.6 & over	2,415	2,449	2,461	

**COLA to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made know, the increase will be applied retroactively to July 1, 2021.*

CONDITIONS OF SCHEDULE "A"

Salaries, which include payment for statutory holidays, shall be paid based on a two hundred (200) day school year, September to June, provided, however, that in the event of days required to be driven in August for the fall term, the salaries shown shall be deemed to include such days driven in August.

Deduction of one-twentieth (1/20th) of the monthly salary for each full day's absence shall be made for personal and other leave which would require deduction.

ADDENDUM

Drivers who drive a regular route only and who must drive forty (40) or more kilometers, one way, to return to their place of residence shall be paid a time allowance of fifty dollars and eighty cents (\$50.80) effective July 1, 2018; fifty-one dollars and fifteen cents (\$51.51) effective July 1, 2019; fifty-one dollars and seventy-seven cents (\$51.77) July 1, 2020 per month, and COLA* *See Article 25 for wording* effective July 1, 2021.

ARTICLE 26 - BUS DRIVER SPECIAL TRIPS

26.01 Wherever possible, extracurricular trips will be assigned on a rotation basis. However, the Board reserves the right to assign extracurricular trips to bus drivers. Drivers will be paid a minimum of three (3) hours pay for a special trip.

ARTICLE 27 - HOURLY RATE OF PAY - SPECIAL TRIPS

27.01 Hourly Rate - amend as follows:

July 01, 2018	July 1, 2019	July 1, 2020	July 1, 2021
\$17.27	\$17.51	\$17.60	COLA* <i>See Article 25 for wording</i>

Employees' expenses are paid on extracurricular trips in accordance with Board policy.

ARTICLE 28 - OTHER PAYMENTS

28.01 Employees will be paid a minimum of three (3) hours pay at the regular rate of pay for special trips within the School Division for bringing their buses to the bus garage for repairs, at time other than for their regular scheduled vehicle service.

28.02 Employees who are required to park a bus at their residence overnight, will be compensated with a plug in reimbursement in accordance with Board policy.

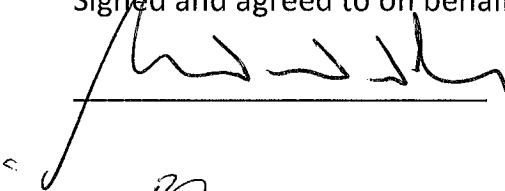
ARTICLE 29 - WHEELCHAIR ALLOWANCE

29.01 Bus drivers who drive a wheelchair bus and transport students who are confined to a wheelchair shall be paid an additional five (\$5.00) dollars per day per wheelchair-bound student for each full day the child is transported or two dollars fifty cents (\$2.50) per day in the event the child is only transported in the morning or afternoon.

ARTICLE 30 - SIGNATURES

DATED at Swan River this 12th day of October, 2021

Signed and agreed to on behalf of the Swan Valley School Division



Gary Wowchuk, Chair



Brent Rausch, Secretary-Treasurer

Signed and agreed to on behalf of the Canadian Union of Public Employees
Local 1947



Rene Kushniryk, President

_____, Secretary



LETTER OF UNDERSTANDING

RE CONTRACTING OUT

The Division agrees to re-send a letter as follows:

As part of the negotiations for the recently concluded Collective Agreement, it was agreed by the Board of Trustees that it would provide a Letter of Understanding whereby it would not contract out services during the length of this Agreement.

Please accept this letter as agreement by the Board of Trustees that it will not contract out during the life of the current Agreement.

July 1, 2018 to June 30, 2022.

We trust this meets with your approval.


Dated this 12th day of October 2021

Signed and agreed to on behalf of the Swan Valley School Division

 Gary Wowchuk, Chair

 Brent Rausch, Secretary-Treasurer

Signed and agreed to on behalf of the Canadian Union of Public Employees
Local 1947

 Rene Kushniryk, President

_____, Secretary



LETTER OF UNDERSTANDING POSTING PROTOCOL:

Procedure for posting of positions added to current Transportation Committee protocol.

Amend the agreed upon outcome of the October 23, 1995 Letter of Understanding to include the following,

Division can agree to a Letter of Understanding as follows:

Posting of Promotions and Staff Changes

Step One: Initial posting in accordance with Collective Agreement. If a present employee meets Article 10 and exercise same, competition completed, if not Step Two.

Step Two: Position reposted for five (5) days, at which time both present employee(s) and spare bus drivers may apply. Applicants may make arrangements, subject to Board approval, to secure an acceptable location at, or reasonably near the start of the route, for the school bus to be securely based. Applicant to include with their request for reassignment and/or application, a letter from the owner(s) of the residence where he/she will locate the school bus. Letter to include owner(s) contact information, and an acknowledgement confirming the arrangement made. Present employees reserve the right to exercise Article 10.04, subject to Board approving school bus storage location. In the event the land owner revokes the arrangement from the successful applicant, at some future time, and the incumbent cannot find an alternate location, acceptable to the Board, the driver can exercise point 1(b) [Transportation Liaison Review Committee].

If the posting remains vacant after Step Two, then Step Three

Step Three: Advertise vacant position. Applicants may make arrangements, subject to Board approval, to secure an acceptable location at or reasonably near the start of the route, for the school bus to be securely based. Applicant to include with their application, a letter from the owner(s) of the residence where the applicant, if successful, will locate/store the school bus. Letter to include owner(s) contact information, and an acknowledgement confirming the arrangement made. In the event the land owner revokes the arrangement from the successful applicant, at some future time, and the incumbent cannot find an alternate location, acceptable to the Board, the driver can exercise point 1(b) [Transportation Liaison Review Committee].

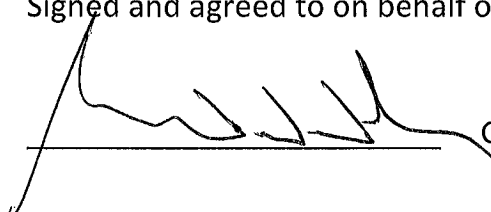
LETTER OF UNDERSTANDING POSTING PROTOCOL (cont'd):

During the Spring 2014 either the School Division or CUPE Local 1947 can request a committee consisting of four representatives of the Division and four union representatives be convened to review the aforementioned Three Steps, and make recommendations for consideration by the Board of Trustees.

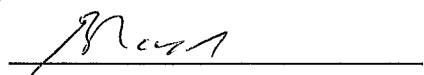
Dated this 12th day of October, 2021

DATED at Swan River this 12th day of October, 2021

Signed and agreed to on behalf of the Swan Valley School Division



Gary Wowchuk, Chair



Brent Rausch, Secretary-Treasurer

Signed and agreed to on behalf of the Canadian Union of Public Employees
Local 1947



Rene Kushniryk, President

_____, Secretary



Bus Drivers

OUTSIDE THE AGREEMENT, NO LANGUAGE IN THE AGREEMENT

Re Blue Cross

The Board shall maintain their contribution rate of 80% of the Blue Cross benefit coverage (no vision) during the life of this collective agreement.

Re Spare Drivers

Spare drivers are included in the rotation for out of town extra-curricular trips.