



# **COLLECTIVE AGREEMENT**

Between

**GARDEN VALLEY SCHOOL DIVISION**

And

**EDUCATION, SERVICE AND HEALTH  
CARE UNION, CLAC LOCAL 306**

For

**SCHOOL BUS DRIVERS**

**DURATION: JULY 1, 2022 TO JUNE 30, 2026**

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# **COLLECTIVE AGREEMENT**

**Between**

**GARDEN VALLEY SCHOOL DIVISION  
(hereinafter referred to as "the Employer")**

**and**

**EDUCATION, SERVICE AND HEALTH CARE UNION, CLAC  
LOCAL 306  
(hereinafter referred to as "the Union")**

**for**

**SCHOOL BUS DRIVERS**

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**JULY 1, 2022 TO JUNE 30, 2026**

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**COLLECTIVE AGREEMENT**

**DEFINITIONS**

**Types of Employees:**

- x.01 “Full-time employee” and “part-time employee” mean an employee who regularly works on a regular and recurring basis.
- x.02 “Temporary employee” means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event.
- x.03 The masculine shall be construed as including the feminine; the feminine shall be construed as including the masculine, and the singular the plural, and the plural the singular where required.
- x.04 Casual employees are excluded from the provisions of the collective agreement. Casual employees will be paid according to Schedule “A” commensurate with his/her accumulated hours of service with the Division. Casual employees are sometimes referred to as “subs” or “spares.”

**ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Union and the employees, to provide for settlement of grievances and to maintain satisfactory working conditions, wages and benefits for all employees subject to this Agreement.

Generally, through Administration of all the terms and provisions contained herein; to develop and achieve a positive working relationship between the Employer, the employees, and the Union.

The parties agree to act reasonably, fairly, in good faith, and in a manner consistent with the collective agreement as a whole.

**ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".

2.02 This Agreement covers all employees of the Employer as outlined in Certificate No. MLB-7154 issued by the Manitoba Labour Board, that is: "All School Bus Drivers employed by the Garden Valley School Division in the Province of Manitoba, except those excluded by the Act."

2.03 The Employer hereby recognizes the Union's right to negotiate with management working conditions and benefits contained within the collective agreement and to represent their

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bargaining unit members in any matters in dispute related to the administration of the Collective Agreement.

2.04 There shall be no revision, amendment, or alteration of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

**2.05 Management Rights**

Subject to the provisions of this agreement, the operation of the school system and direction of all employees, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to promote, to transfer employees; to increase, decrease or reorganize all staff, and to determine the service necessary, is clearly a function of management and is vested exclusively in the Division.

2.06 The Employer shall:

a. Provide bulletin board facilities for the use of the Union at locations where employees normally gather for work.

Job postings, school division staff meeting minutes, and changes in Board policy that affect the members of this Bargaining Unit shall be posted on the bulletin boards.

b. Provide Union appointed Stewards reasonable access to electronic communication equipment in the Division for the purpose of communication with the Union.

c. **Allow the Union Steward to make occasional announcements utilizing the bus radios, no more than**

**twice monthly and with prior notice to the transportation supervisor.**

### **ARTICLE 3 - SCOPE**

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement. The parties shall thereafter attempt to negotiate a mutually agreeable provision to be substituted for the affected provision on a cost neutral basis for the parties to this agreement. Should the parties be unable to reach agreement, the matter will be deferred until the next subsequent round of collective bargaining.
- 3.02 The Employer shall not normally contract out bargaining unit work, except in extenuating circumstances when no current or new bus drivers can be found or the Division does not have any available school buses. Any contracting out shall be of a temporary nature and not for a period greater than one hundred twenty (120) working days, unless by mutual agreement between the parties. The use of parents/volunteers to drive students will not be considered as contracting out when using personal vehicles.

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### **ARTICLE 4 - UNION REPRESENTATION**

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:



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- a. The Union has the right to elect or appoint stewards for the bargaining unit. The Steward is a representative of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
  - b. CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law. CLAC Representatives shall have the right to visit members at their place of employment, provided they have received authorization from the Superintendent or designate and provided such visits do not disrupt the delivery of service. Such visits will not be unreasonably denied.
- 4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 4.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled whenever possible during rest and meal periods, or outside working hours.
- 4.04 The Union has the right to appoint or elect members to a Negotiating Committee. One (1) member of the union bargaining committee shall suffer no loss of wages when such

negotiations take place during the employees' regularly scheduled shift.

- 4.05 There shall be no Union activity on the Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.

#### **ARTICLE 5 - WORK STOPPAGES AND SLOWDOWNS**

- 5.01 The parties agree to abide by the provisions of Part V, Lockouts and Strikes of the Manitoba Labour Relations Act.

- 5.02 **The Parties hereto agree that there shall be no strikes, slow downs, lockouts or any other work stoppage, or interference with work, which would cause any interruption during the lifetime of this Agreement, and no strike action will be taken until the full provisions of the Labour Relations Act, in respect to these matters, have been complied with.**

**The Union agrees to give the Employer at least one (1) week (seven (7) days) written notice as to the intended time and date of strike.**

**The Division agrees to give the Union at least one (1) week (seven (7) days) written notice as to the intended time and date of lockout.**

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#### **ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to members of the bargaining unit MLB-7154 for employment within this bargaining unit, provided such

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applicants possess the relevant qualification, ability, skills and experience for the position.

- 6.02 A new employee shall be placed on a sixty (60) working day probationary period and upon completion of their probationary period their seniority will be dated back to their first day of employment. The Employer may extend the probationary period for up to an additional sixty (60) working days. Notice of the desire to extend a probationary period must be given to the Union no later than two weeks prior to the end of the original probationary period.
- 6.03 Employees on probation are covered by the Agreement except those provisions which specifically exclude such employees.
- 6.04 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.
- 6.05 The Employer and the Union agree that there shall be no discrimination or harassment as per the Human Rights Code. The Employer shall post their harassment policy(s). Complaints will be thoroughly investigated.

**ARTICLE 7 - UNION DUES**

- 7.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.02 The Employer is authorized to and will deduct monthly union dues, or a sum in lieu of Union dues, and where applicable, an amount equal to Union dues arrears and Union administration dues, from each employee's pay as a condition of employment whether or not she is a Union member. Deductions shall be made effective from the date of hire for all employees.
- 7.03 The total amount deducted will be mailed to the Union's regional office within two (2) weeks of the end of the month, together with a minimum of an itemized list of the name, birth date, address, date of hire, hours worked, and the amount deducted off for each employee.
- 7.04 The Union shall provide to the Division at least one (1) month notice of any change to the dues structure.
- 7.05 The Union agrees and does hereby indemnify and save the Division harmless for 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 compulsory check-off of Union dues as provided for above.

**ARTICLE 8 - JOB CLASSIFICATION AND RATES OF PAY**

**8.01**

- a. Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.
- b. Where an employee is requested to take on the responsibilities of another employee in a different classification or job title, or another employee not covered by this collective agreement and accepts those responsibilities for more than five (5) consecutive days, she shall be compensated at a rate commensurate with the rate established by the Employer for that classification, retroactive to the first day. In no cases shall the Employee be paid less than the hourly rate they normally receive for their position.

**8.02** New classifications may be established by mutual agreement between the Employer and the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this Agreement.

**8.03** Wages will be paid bi-weekly. Pay cheques shall identify total hours paid for at corresponding rates of pay, vacation pay, general holiday pay, premiums and all other deductions.

**8.04** Effective July 1, 2008 employees shall be paid for all hours of regular work at their regular hourly rate of pay (as listed in Schedule A) except for extra curricular bus trips which will be paid at the extra curricular rate.

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Regular work includes regular bus runs, regular shuttle runs, staff meetings, professional development sessions, both scheduled and non-scheduled maintenance, bus cleaning, and any other functions listed in the position description.

- 8.05 If an employee is called to work on a day that is not the employee's regular work day and is required to work for less than three hours, the Employer shall pay the employee for three hours of work at the regular rate listed in Schedule A. Extra curricular trips shall be considered regularly scheduled hours.
- 8.06 When a driver rides along on a route in order to learn that route, such time will be paid time.
- 8.07 Where an employee is required to attend the bus garage for non-regularly scheduled maintenance, they shall be paid for all time travelling to and from the bus garage, as well as for mileage to and from the bus garage at the Division's posted mileage rate if required to use a personal vehicle.
- 8.08 A driver assigned to extra curricular driving shall be paid a minimum of three (3) hours for an extra curricular request. For extra curricular driving that requires an overnight stay outside the Division, the Driver will be paid for the actual hours driven on the first day out, then a minimum of eight (8) hours for each day following an overnight stay including the day of return to the Division. This is a minimum guideline to follow, and should actual driving or on call duty exceed the eight (8) hours, the higher value would prevail. For a Driver assigned to extra curricular driving that requires an overnight stay, meals and lodging will be paid by the Division upon submission of an

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expense claim supported by the necessary receipts. For a Driver assigned to extra curricular driving that does not require an overnight stay, the Division will not pay for any out of pocket personal expenses.

8.09 When a bus driver who drives on an occasional basis secures a posted position, he shall be placed at a level on the wage grid commensurate with his accumulated hours of service to the Division.

8.10 Regular Drivers shall be consulted before October 1 of each school year in order to assess their availability for and interest in driving Extra Curricular (EC) trips.

**8.11 Job Security**

The Employer agrees to not contract out services that would affect present employees, without discussions by both parties. Any decision to contract out services by bus drivers will not be carried forward before a 6 month notice (including all school breaks) is provided.

This shall in no way limit the Union's rights under Articles 83(1) to 86 of the Manitoba Labour Relations Act.

8.11 Interest shall be added to any retroactive payment when the amount exceeds \$100.00, at the Employer's average deposit interest rate over the last twelve (12) months.

**ARTICLE 9 - HOURS OF WORK AND OVERTIME**

9.01 All hours worked in excess of eight (8) hours in a day, or forty (40) hours per week, shall be deemed overtime. An employee who is authorized to work overtime shall be compensated at one and one-half (1 1/2) times the regular rate of pay or banked at one and one-half (1 1/2) hours per hour worked. All banked time under Article 9.02 shall be taken or compensated for in accordance with the Employment Standards Code.

9.02 Employees must disclose to the Employer all hours worked for employment with an external organization considered to be a commercial carrier under legislated transportation regulations.

9.03 Employees shall be paid for regular bus route assignments on a daily minimum hours basis as follows:

- AM and PM 3.5 hours daily

Regular bus route assignments below the minimum shall be paid the above noted minimum hours at the applicable hourly wage.



**ARTICLE 10 - SENIORITY, LAYOFF, AND RECALL**

- 10.01 The parties recognize that length of continuous service shall be one of the factors in the awarding of job postings and in the layoff and recall of employees. Seniority is the ranking of employees in accordance with their length of continuous employment with the Employer based on hours of service.
- 10.02 An employee shall retain and accrue seniority if he is absent from work because of:
- a. illness or accidents, up to one hundred and nineteen (119) **consecutive** calendar days;
  - b. an authorized leave of absence of up to thirty (30) **calendar** days;
  - c. compassionate, Union or maternity/parental/adoptive leave;
  - d. lay-off during the summer break period, Christmas and Spring Break periods.
- 10.03 An employee shall retain but not accrue seniority if:
- a. he is absent because of illness or accident over the period in excess of one hundred nineteen (119) calendar days;
  - b. he accepts a position outside of the bargaining unit but within the Division for a period of not greater than twelve (12) months, after which all seniority rights shall cease. By mutual consent the parties may agree to extend said twelve (12) month time frame;
  - c. he is on an authorized leave of absence in excess of thirty (30) **calendar** days but less than one (1) year;

**i. If this authorized leave is an extension of a legislated leave, seniority shall not accrue during any period of the extension.**

d. he is laid off in excess of the summer break but less than fourteen (14) months.

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

a. he is discharged for cause and is not reinstated;

b. he resigns in writing; and is not re-hired by the division within the subsequent six (6) calendar months;

c. he is laid off for a period greater than fourteen (14) months;

d. he does not return to work from layoff within five (5) working days of being notified to do so;

e. he is on leave of absence greater than one (1) year; Exceptions include medical and/or any qualifying leaves under Employment Standards; other exceptions may be made by mutual agreement between the Employer and the Union;

f. he fails to return to work following an authorized leave of absence.

In all instances, an employee re-hired by the Division within six (6) months of a voluntary termination, and in all cases provided for in Article 10.02 and Article 10.03, the employee shall be

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paid at the rate commensurate with their prior length of service.

10.05 A seniority list shall be prepared by the Employer and revised annually by March 31<sup>st</sup> of each year. The list will differentiate between Permanent and Temporary employees. A copy of the list will be posted on bulletin boards and a copy given to the Union. If an employee does not challenge the position of her name on the seniority list within thirty (30) calendar days from the date her name first appeared on the seniority list, then her seniority shall be deemed correct. In the case where an employee is absent she may protest an alleged omission or incorrect listing within thirty (30) calendar days of her return to work. Failure to protest within thirty (30) calendar days will result in the employee forfeiting her right to challenge her placement on the seniority list.

10.06 When the Employer deems it necessary to reduce the work force or work schedule of an employee by 25% of that employee's average daily hours or more, it shall inform the Union of the need for layoffs. The order of layoff shall be determined by inverse order of Seniority provided that the retained employees possess the relevant qualifications, skills, ability and experience to perform the work. A recalled employee must accept the position offered provided the position has equal or greater number of hours per day as the position previously held.

An employee whose hours of work have been unilaterally reduced by 25% of that employee's average daily hours or more may elect to:

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- a. be placed on layoff and receive priority for recall to any vacant or a new position that becomes available provided they have the necessary qualifications, abilities and skills to perform the work.

or

- b. continue to work the reduced shift and receive priority for recall to secure available hours or positions.

10.07 The Employer shall provide at least four (4) weeks' notice of layoff, or pay in lieu of, to all employees with a regular schedule. This provision may be waived in such cases where it is operationally impossible for the Employer to anticipate an imminent shortage of work, in which case an employee shall be provided a minimum of ten (10) working days' notice of pay in lieu thereof.

10.08 For the purposes of processing Employment Insurance claims during the summer and winter breaks, the Employer shall provide an anticipated recall date on the Record of Employment.

10.09 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff or took place.

10.10 Notice of recall to an employee who has been laid off shall be made:

- a. to an employee who is actively employed, by hand delivering, by telephone, or by **email** the notice of recall to the employee at their regular workplace,

or

- b. to an employee who is not actively employed, by mailing by registered mail **or by personal email** the notice of recall to the last known address **or email** of such employee filed by such employee.

10.11 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, unless she has a justifiable reason for her failure to return. Failure to return to work as agreed is a just cause for termination.

10.12 Permanent employees recalled from layoff shall maintain their permanent status, even if recalled to a temporary position, in regards to their seniority, placement on wage scale, vacation accumulation, access to extended health and pension benefits, and layoff and recall rights.

## **ARTICLE 11 - VACANCIES AND JOB POSTINGS**

11.01 When a vacancy becomes available, it shall be posted for a minimum of five (5) **calendar** days.

11.02 The Employer shall provide the Union a copy of all job postings, new hires and appointments as they arise, and terminations.

11.03 A job posting shall contain the following information:

- Summary of job duties
- Temporary or permanent position
- Qualifications
- Knowledge, abilities and skills
- Hours of work and shift hours
- Rate of pay

11.04 In the filling of a vacancy, the Division shall base its decision on the applicant’s qualifications, ability, skills and experience to perform the duties of the position. If all of the above factors are relatively equal, seniority shall be the deciding factor.

**ARTICLE 12 - VACATIONS**

12.01 All employees shall receive their vacation pay on qualified earnings added to monthly payroll at the following rates:

<b>Vacation Pay</b>	<b>Amount</b>
Start	4%
Upon completion of 4 years	6%
Upon completion of 9 years	8%
Upon completion of 19 years	10%
Upon completion of 25 years	12%

In recognition of long service to the Division, employees that are in their twentieth (20<sup>th</sup>) year of employment with the Division will receive a one-time payment equal to five (5) regular working days.

12.02 For purposes of calculating completed years of entitlement, service shall be deemed uninterrupted where the employee is on an approved leave of absence due to the extent of accumulated sick leave, maternity/adoptive/parental leave, and any layoff where seniority is retained.

**ARTICLE 13 - HOLIDAYS**

13.01 The Employer agrees to pay employees at regular rates of pay according to their average number of hours per day for the following **nine (9)** holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Labour Day
Canada Day	Louis Riel Day
<b>Orange Shirt Day (National Day for Truth and Reconciliation)</b>	

and any other Statutory Holiday as proclaimed by the Province of Manitoba.

13.02 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.

13.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Subsection 02, the employee 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.

13.04 In order to qualify for payment for the above Statutory Holidays, the employee must have met the attendance requirements of "The Employment Standards Code."

**ARTICLE 14 - INSURANCE AND BENEFITS**

**14.01 Pension Plan**

**All employees will be enrolled in the Manitoba School Boards Association (formerly MAST) Non-Teaching Employee Pension Plan in accordance with the plan text.**

**14.02 Group Life Insurance**

- a. The Division shall administer the Manitoba Public Schools Employees Group Life Insurance Plan #335114 according to the terms and conditions of the Master Policy of the said Plan.
- b. Unless otherwise excluded the employee's share of the annual premiums shall be deducted in equal amounts from each cheque, for all participants in the Plan.
- c. All employees coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.
- d. The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.



### **14.03 Extended Benefits**

In order to protect employees and their families from the financial hazards of illness, extended health insurance, life insurance, accidental death and dismemberment insurance and an employee and family assistance plan shall be made available to all eligible employees through the CLAC Health and Welfare Trust Fund. An outline of the plan is listed in Schedule "B". The premium cost shall be paid solely by the employee. Premiums shall be remitted monthly, in accordance with the timelines stipulated by the Union.

- a. Employees are eligible to receive coverage on the first day of the month following completion of the two month waiting period. At that time, the Employer shall remit one (1) months' premiums to commence coverage and shall continue to submit as per Article 14.03 thereafter. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b. It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- c. The sole obligation of the Employer is to remit the monthly contribution stipulated, but not to provide the benefits themselves.

**14.04 Long Term Disability Insurance**

- a. The Division shall administer a Salary Continuance Plan as per the terms and conditions of the Manitoba School Boards Association (formerly MAST) LTD Plan for Non-Teaching Employees Plan No. G1068. All employees must participate in the Plan and the employer shall pay for one hundred percent (100%) of the premium. **All eligibility requirements pertaining to Permanent and Term employees shall be administered as per the plan text. Term employees are not eligible for LTD.**
- b. The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

**SICK LEAVE**

- 14.05 Sick leave is provided for the sole purpose of insuring an income to a full-time or part-time employee during periods of illness and/or injury when an employee is not able to perform her duties and responsibilities.
- 14.06 Sick leave credits shall accumulate at the rate of two (2) days per worked month with the Employer to a maximum of twenty (20) days per year. Sick leave entitlement shall be prorated according to the percent of time worked by the employee.
- 14.07 The maximum sick leave credits shall not exceed one hundred and thirty (130) working days.

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- 14.08 The maximum sick leave as referred to above shall be reduced by the total number of working days taken as sick leave.
- 14.09 For the purpose of this article, if paid sick leave extends beyond ten (10) working days, then accumulation of entitlement shall cease from the first day of absence and shall begin to accumulate when the employee returns to work. Sick leave shall not continue to accrue while on any leave of absence without pay or any period of layoff.
- 14.10 Sick leave shall not be payable to any employee who has requested paid sick leave but who is engaged in employment for a wage or profit with another employer, family business or by being self-employed.
- 14.11 Employees may use up to four (4) of her sick leave days per year, where they are required to attend to a substantial illness or emergency in the employee's immediate family. Immediate family for this article shall mean spouse, child, sibling, parents, parent-in-law, sibling-in-law, grandparent and grandchild.
- 14.12 In the case of serious illness or unforeseen emergencies, should the bus driver be unable to arrange a spare driver after reasonable attempts to do so, the driver shall notify the Division for assistance.
- 14.13 The responsibility of the cost of sick notes, including the GVSD medical note, shall rest on the employee, except in the case where the Employer requests a capabilities form, in which case the cost shall be borne by the Employer.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01**

- a. Each permanent/term ten (10) month employee shall be entitled to personal leave up to, but not exceeding, two (2) days in each year. One (1) of these days shall be a paid day. These days shall not accumulate from school year to school year.
- b. All other leave of absence provisions shall be as per Board policy.

### **15.02 Maternity/Adoptive/Parental Leave**

The Division shall, upon written request, grant leaves of absence without pay in accordance with the "Employment Standards Code". Requests should be made at least four (4) weeks before the leave is expected to start. It shall be the responsibility of the employee to notify the Board, in writing, of the intent to return to work at least one (1) month prior to resumption of work following the maternity leave.

### **15.03 Compassionate Leave**

Each permanent/term employee shall be allowed compassionate leave, without loss of salary, up to, but not exceeding four (4) days in the case of death or serious illness of any member of the immediate family of the employee. Immediate family shall include: spouse, child (stepchild), parent (step-parent), brother, sister, parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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In addition, each employee shall be allowed compassionate leave without loss of salary up to but not exceeding one (1) day in the case of death or serious illness of an aunt or uncle.

Each employee shall be entitled to one (1) paid compassionate leave day per year for any other person not defined above.

Additional days for compassionate leave for immediate family may be granted at the discretion of the Board.

**15.04 Union Business**

The Employer shall allow a Union designated steward reasonable time off without pay in order to attend Union annual stewards' training opportunities. It is understood that not more than one (1) employee from this bargaining unit may be absent for such purpose at any one time.

The Division shall be notified at least ten (10) working days prior to the commencement of such leave as to the specific day of leave and which employees are requesting leave.

The maximum leave for this purpose in any one (1) school year shall not exceed four (4) days per person.

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**ARTICLE 16 - WORKPLACE SAFETY AND HEALTH**

16.01 The Union will be allowed representatives to serve as members of the Division Work Place Safety and Health Committee in accordance with The Workplace Safety and Health Act.

16.02 Minutes from the Workplace Safety and Health Committee meetings will be posted on the bulletin board at each divisional workplace, and forwarded to the union.

## **ARTICLE 17 - UNION-MANAGEMENT COMMITTEE**

17.01 In order to promote positive relations at work the parties agree to establish a Union-Management Committee, consisting of equal representation of the Union and the Employer. These meetings shall serve as a forum for discussion and consultation on matters of mutual concern such as staffing levels, working conditions, and job descriptions. Each party shall be entitled to have up to three (3) members on this committee, with exceptions by mutual agreement by the parties. The costs of such meetings shall be borne equally by the parties, including bargaining unit member wages when the meeting is during the employee's work schedule, meals as applicable, and travel costs for the employee when the meeting takes place during the employee's work schedule.

17.02 The Committee shall meet at the call of either party, upon at least two (2) weeks' notice, however, not more than once every two (2) months unless otherwise mutually agreed.

17.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement or any grievance arising there from.

17.04 A copy of the approved minutes will be mailed to the Union provincial office.

**ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.01 Should a dispute arise between the Employer and an employee or the Union regarding the meaning, application, or alleged violation of this Agreement, it shall be resolved by the grievance procedure in the following manner.
- 18.02 **Informal Procedure** - As an informal step, an employee is encouraged to make an earnest effort to resolve the concern directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 18.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 18.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) days after the subject of such grievance occurred.
- 18.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the meaning, application, or alleged violation of this Agreement. A Policy Grievance may be submitted by either part, either by the Union directly to the Board of Trustees, or designate, under Step 2, or by the Board, directly to the Union.. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Board or her representative.

18.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

**18.07 Step 1**

The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing within seven (7) working days of the act or condition causing the grievance, stating the nature of the grievance, the article(s) of the collective agreement alleged to be violated, and the redress sought, to the Superintendent, or designate. The Superintendent, or designate, shall render his/her decision within ten (10) working days after receipt of the grievance.

**18.08 Step 2**

Failing satisfactory settlement being reached in Step 1, the grievor may, within ten (10) working days of receipt of the Superintendent's, or designate's, decision, submit the written grievance to the Board of Trustees, or designate, who shall render their decision within fifteen (15) working days after the next regularly scheduled Board meeting.

**18.09 Step 3**

Failing a satisfactory settlement being reached in Step 2, the Union or the Division in the case of an employer grievance, shall indicate their intent to proceed or not proceed to arbitration within fifteen (15) working days after the Board response under Step 2.



The time limits stipulated in this grievance procedure may be extended by mutual agreement.

## **ARTICLE 19 - ARBITRATION**

- 19.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 19.02 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.
- 19.03 If a notice of desire to arbitrate is served, the two (2) parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within fourteen (14) days of service. If the grievance is a policy matter with wider implications, then an arbitration board shall be appointed.
- 19.04 Should the parties not agree on a single arbitrator, then each party shall name a nominee to an arbitration board and notify the other party of the name and address of its appointee. These two (2) persons shall appoint a third (3rd) person, who shall be mutually satisfactory to both parties to act as chairperson.
- 19.05 Should the two (2) appointees fail to agree upon a chairperson within fifteen (15) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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- 19.06 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.
- 19.07 The parties to this agreement request that the Arbitrator or Board of Arbitration hand down its decision as soon as possible.
- 19.08 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance unless the parties mutually agree otherwise.
- 19.09 Each party shall pay the fees and expenses of its appointee and one-half (½) of the fees and expenses of the chairperson.
- 19.10 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed inappropriate, the Arbitrator may substitute an alternate penalty.
- 19.11 The time limits as stipulated in this arbitration procedure above may be extended by mutual agreement.
- 19.12 Nothing in this agreement shall preclude a settlement of a grievance by mutual agreement in any manner whatsoever.

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**ARTICLE 20 - PROGRESSIVE DISCIPLINE**

- 20.01 The Division shall have the right to discipline, suspend or discharge any employee for just cause. Such employee shall be advised in writing of the reason for his/her warning, discharge or suspension, with a copy being sent to the Union.

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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20.02 The employee shall have the right to be accompanied by a Steward or Union Representative at a disciplinary meeting.

20.03 Notwithstanding Article 20.01, it is understood that probationary employees may be terminated at the Employer's discretion. The Employer agrees that such terminations will not be discriminatory or in bad faith.

20.04 In all cases of dismissal, culpable and non-culpable, the employee shall have the right to be accompanied by a Steward or Union Representative.

**ARTICLE 21 - EDUCATION, TRAINING, & PUBLICATION**

21.01 The Union will print, and the Employer will distribute a copy of the collective agreement for each bargaining unit member.

21.02 A Bus Driver shall participate and assist in planning for the professional development for bus drivers. This individual shall be selected annually by the Union. Time spent planning will be considered work time and paid at the driver's current rate.

**ARTICLE 22 - DURATION**

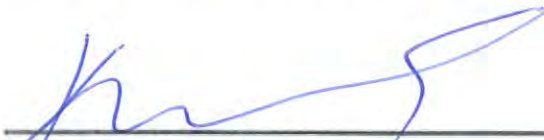
22.01 This agreement shall be in effect from **July 1, 2022**, and shall remain in force until **June 30, 2026**, and shall thereafter automatically renew itself from year to year, unless either party gives the other written notice of the desire to revise or terminate this Agreement, within five (5) months immediately prior to the termination date in the year in which termination or amendment is desired.

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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DATED at Winkler, Manitoba this 4<sup>th</sup> day of July, 2024.

**SIGNED on behalf of  
Garden Valley School Division**

  
\_\_\_\_\_  
Employer Representative

  
\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Employer Representative

**SIGNED on behalf of  
Education, Service and Health  
Care Union. CLAC Local 306**

  
\_\_\_\_\_  
CLAC Representative

  
\_\_\_\_\_  
Member Negotiating Committee

  
\_\_\_\_\_  
Member Negotiating Committee

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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**SCHEDULE “A” WAGES**

**CLASSIFICATIONS AND RATES OF PAY**

- July 1, 2022: 3% for all classifications**
- July 1, 2023: 3% for all classifications**
- July 1, 2024: 2.5% for all classifications + \$1.45 special adjustment**
- July 1, 2024: 2% for all classifications**

**January 1, 2022  
3% for all classifications**

<b>JAN 1, 2022</b>	<b>Level 1 0-570 hours</b>	<b>Level 2 571-1140 hours</b>	<b>Level 3 1141-1710 hours</b>	<b>Level 4 1711 + hours</b>
<b>Extra-curricular</b>	<b>19.80</b>			
<b>Regular Route Driver</b>	<b>19.80</b>	<b>21.79</b>	<b>23.76</b>	<b>27.04</b>

**July 1, 2023  
3% to all classifications**

<b>JULY 1, 2023</b>	<b>Level 1 0-570 hours</b>	<b>Level 2 571-1140 hours</b>	<b>Level 3 1141-1710 hours</b>	<b>Level 4 1711 + hours</b>
<b>Extra-curricular</b>	<b>20.39</b>			
<b>Regular Route Driver</b>	<b>20.39</b>	<b>22.45</b>	<b>24.47</b>	<b>27.85</b>

**July 1, 2024  
2.5% to all classifications + \$1.45 special adjustment**

<b>JULY 1, 2024</b>	<b>Level 1 0-570 hours</b>	<b>Level 2 571-1140 hours</b>	<b>Level 3 1141-1710 hours</b>	<b>Level 4 1711 + hours</b>
<b>Extra-curricular</b>	<b>22.35</b>			
<b>Regular Route Driver</b>	<b>22.35</b>	<b>24.46</b>	<b>26.53</b>	<b>30.00</b>

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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**July 1, 2025  
2% to all classifications**

<b>JULY 1, 2025</b>	<b>Level 1 0-570 hours</b>	<b>Level 2 571-1140 hours</b>	<b>Level 3 1141-1710 hours</b>	<b>Level 4 1711 + hours</b>
<b>Extra-curricular</b>	<b>22.80</b>			
<b>Regular Route Driver</b>	<b>22.80</b>	<b>24.95</b>	<b>27.06</b>	<b>30.60</b>

**Extra-Curricular Rate to remain as Level 1 and subject to above noted increases.**

**Progression through the Wage Grid**

Employees shall progress through the levels of the wage grid as follows:

- Level 1: 0 – 570 hours
- Level 2: 571 – 1140 hours
- Level 3: 1141 – 1710 hours
- Level 4: 1711 + hours

**SCHEDULE “B”**

**OUTLINE OF INSURANCE COVERAGE**

*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$50,000.00 life insurance per employee under the age of 65;  
\$25,000 per employee between the ages of 65 and 75;
- \$50,000.00 AD &D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- dependent life insurance \$10,000 for spouse; \$5,000 for each dependent child
- dental plan at the latest fee schedule available;  
Basic services: 80% up to \$2,000 per person annual  
Major services: 50% up to \$2,000 per person annual  
Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$1,500 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;  
under 21: \$350  
per year  
age 21 and over: \$350  
every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$80/visit;

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

**If there is any discrepancy between this summary and the actual plan text documents, the later shall prevail.**

<b><u>BENEFITS INFORMATION</u></b>	
<b>CLAC WESTERN BENEFIT OFFICE</b>	
<b>1-888-600-2522</b>	
<a href="http://www.clac.ca">www.clac.ca</a>	
<b>GREEN SHIELD CANADA</b>	
<b>1-888-711-1119</b>	
<b>(access through myCLAC-www.clac.ca)</b>	



**SCHEDULE “C”**

**CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement. It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union’s internal guidelines on what constitutes a conscientious objection.

**LETTER OF AGREEMENT**

between  
**Garden Valley School Division**  
(hereinafter referred to as “the Employer”)  
and  
**Education, Service and Health Care Union, CLAC Local 306**  
(hereinafter referred to as “the Union”)  
for  
**School Bus Drivers**

**RE: Snow Closures/Inclement Weather**

- **The parties agree that effective upon ratification of this current agreement (ending July 1, 2022), Bus Drivers shall be paid for inclement weather closures after 2 unpaid days within a given school year.**
- **GVSD reserves the right to assign professional development/training/other related tasks to Bus Drivers on paid closure days. Drivers shall be required to adhere to this expectation when assigned.**
- **The GVSD bargaining committee further recommends bringing this forward for Trustee consideration to implement as divisional regulation.**

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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DATED at Winkler, Manitoba this 9<sup>th</sup> day of July, 2024.

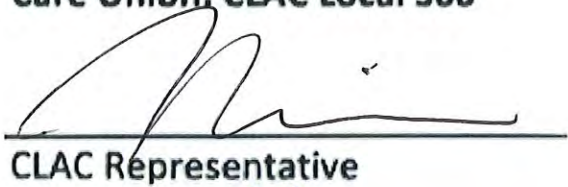
**SIGNED on behalf of  
Garden Valley School Division**

  
\_\_\_\_\_  
Employer Representative

  
\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Employer Representative

**SIGNED on behalf of  
Education, Service and Health  
Care Union, CLAC Local 306**

  
\_\_\_\_\_  
CLAC Representative

  
\_\_\_\_\_  
Member Negotiating Committee

  
\_\_\_\_\_  
Member Negotiating Committee

**LETTER OF UNDERSTANDING #1**

between

**Garden Valley School Division**

(hereinafter referred to as “the Employer”)

and

**Education, Service and Health Care Union, CLAC Local 306**

(hereinafter referred to as “the Union”)

for

**School Bus Drivers**

**Re: FAMILY LEAVE DAYS**

The parties agree that leaves of absence described in Article 15 of this agreement are separate from Family Leave Days described in Manitoba Employment Standards Code. As such, employees are entitled to both the personal leave days set out in 15.01 a) and additionally can apply to the Employer for the three (3) **additional** Family Leave Days.

DATED at Winkler, Manitoba this 4<sup>th</sup> day of July, 2024.

**SIGNED on behalf of  
Garden Valley School Division**

**SIGNED on behalf of  
Education, Service and Health  
Care Union, CLAC Local 306**

  
\_\_\_\_\_  
Employer Representative

  
\_\_\_\_\_  
CLAC Representative

  
\_\_\_\_\_  
Employer Representative

  
\_\_\_\_\_  
Member Negotiating Committee

\_\_\_\_\_  
Employer Representative

  
\_\_\_\_\_  
Member Negotiating Committee

**GARDEN VALLEY SCHOOL DIVISION – SCHOOL BUS DRIVERS  
COLLECTIVE AGREEMENT JULY 1, 2022 TO JUNE 30, 2026**

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**LETTER OF UNDERSTANDING #2**

between  
**Garden Valley School Division**  
(hereinafter referred to as “the Employer”)  
and  
**Education, Service and Health Care Union, CLAC Local 306**  
(hereinafter referred to as “the Union”)  
for  
**School Bus Drivers**

**Re: INTEREST ON RETROACTIVE PAYMENTS**

Whereas 8.11 of the collective agreement directs the Employer to add interest to retroactive payments greater than one hundred dollars (\$100), the parties agree that this will not apply to retroactive wage increases as a result of ratification of this collective agreement.

DATED at Winkler, Manitoba this 4<sup>th</sup> day of July, 2024.


**SIGNED on behalf of  
Garden Valley School Division**


  
\_\_\_\_\_  
Employer Representative

  
\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Employer Representative

**SIGNED on behalf of  
Education, Service and Health  
Care Union, CLAC Local 306**

  
\_\_\_\_\_  
CLAC Representative

  
\_\_\_\_\_  
Member Negotiating Committee

  
\_\_\_\_\_  
Member Negotiating Committee

## APPENDIX A – For Information

Employees can access the following agencies and resources in addition to the collective agreement:

**Workers Compensation Board:** 1-855-954-4321, [www.wcb.mb.ca](http://www.wcb.mb.ca)

- For workplace injuries.

**Human Rights Commission (discrimination):** 1-888-884-8681, [www.manitobahumanrights.ca](http://www.manitobahumanrights.ca)

- For concerns about discrimination.

**Safe Work Manitoba:** [www.safemanitoba.com](http://www.safemanitoba.com)

- Workplace safety and health education

**Workplace Safety & Health:** 1-855-957-SAFE, [www.gov.mb.ca/labour/safety](http://www.gov.mb.ca/labour/safety)

- Reporting serious incidents
- Inspections of unsafe work conditions, when workplace Safety and Health Committee cannot address an inquiry with satisfaction.

**Employment Standards:** 1-800-821-4307, [www.gov.mb.ca/labour/standards](http://www.gov.mb.ca/labour/standards)

- Your Collective Agreement is an improvement on Employment Standards, but does not list all of the rules and protections in Employment Standards.
- Several leaves of absence are available. Examples include leaves for Family Leave, Leave for Reservists, Leave for Organ Donation, Leave for Citizenship Ceremony, Leave Related to

Critical Illness of Child, Domestic Violence, and Leave Related to Death or Disappearance of Child.

**Manitoba Labour Board:** 204-945-3783,  
[www.gov.mb.ca/labour/labbrd](http://www.gov.mb.ca/labour/labbrd)

- The Labour Board can help you if you feel CLAC is not representing you fairly.

**Garden Valley School Division:** 204-325-8335, [www.gvsd.ca](http://www.gvsd.ca)

- The STAFF REPORTING POLICY VIOLATIONS / ANTI-RETALIATION policy (GBK) can guide you through a complaint about poor treatment by another employee, a parent, a student, or anyone else while at work.

<http://www.gvsd.ca/images/PDF/Policies/POLICY MANUAL 1.pdf>

- The CODE OF CONDUCT FOR STUDENTS, STAFF, TRUSTEES, AND PARENTS (JIC) policy outlines expectations for GVSD staff.

<http://www.gvsd.ca/images/PDF/Policies/POLICY MANUAL 1.pdf>

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**GVSD**

PO Box 1330

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Winkler, MB R6W 4B3

T: 204-325-8335

F: 204-325-4132

E: [gvsd@gvsd.ca](mailto:gvsd@gvsd.ca)

**WINNIPEG MEMBER CENTRE**

100-185 Provencher Blvd.

Winnipeg, MB R2H 0G4

T: 204-989-0198

TF: 877-989-2522

F: 204-942-6967

E: [winnipeg@clac.ca](mailto:winnipeg@clac.ca)