

SOURCE	School Div.		
BY	94	01	01
TERM	96	12	31
No. OF EMPLOYERS	50		
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AGREEMENT BETWEEN

LORD SELKIRK SCHOOL DIVISION #11
(hereinafter referred to **as** the Board)

and

LORD SELKIRK SCHOOL DIVISION #11
BUS DRIVERS' ASSOCIATION

Dated this 7th day of June, 1994.

EFFECTIVE JANUARY 1, 1994
to
DECEMBER 31, 1996

JUN 15 1994

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INDEX

Page No.

ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - RECOGNITION AND NEGOTIATIONS.....	1
ARTICLE 3 - ASSOCIATION SECURITY.....	2
ARTICLE 4 - GRIEVANCE PROCEDURE.....	2-3
ARTICLE 5 - ARBITRATION.....	3-4
ARTICLE 6 - DISCHARGE CASES.....	5
ARTICLE 7 - CALCULATION OF SENIORITY	5
ARTICLE 8 - LAYOFF AND RECALL PROCEDURE.....	6
ARTICLE 9 - JOB POSTINGS.....	6-7
ARTICLE 10 - LEAVE OF ABSENCE.....	7-8
ARTICLE 11 - SICK LEAVE.....	8-9
ARTICLE 12 - WAGES.....	9-11
ARTICLE 13 - DURATION OF AGREEMENT.....	11
ARTICLE 14 - INSERVICE TRAINING.....	11
ARTICLE 15 - ACCIDENT REVIEW COMMITTEE.....	11
ARTICLE 16 - M.A.S.T. PENSION PLAN.....	11
SIGNING PAGE	12

ARTICLE 1 - PREAMBLE

Whereas it is the desire of both parties to the agreement to maintain the existing harmonious relations and settled conditions of employment between the Board and the Association, to promote cooperation and understanding between the Board and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the morals, well-being and security of all the employees in the bargaining unit of the Association;

And whereas it is now thought desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

Now therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenant, hereinafter contained, agree each with the other as follows:

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 The Lord Selkirk School Division No. 11, or anyone authorized to act on its behalf, approves and recognizes the Lord Selkirk Bus Drivers' Association, as defined in Certificate No. M.L.B. 2490, which was issued by the Manitoba Labour Board on December 19th, 1972, as the sole collective bargaining agent for the employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Association, or any authorized committee thereof, in any and all matters effecting the relationship between the two parties to this Agreement in a peaceful and amicable manner.
- 2.02 Subject to the provisions of this Agreement, the operation of the school system and direction of all staff covered by Certificate No. M.L.B. 2490 including the right to hire, suspend, or discharge for just cause; to assign to jobs, to classify, to promote, to transfer employees, to increase, decrease or reorganize all staff and to determine the service necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Board.
- 2.03 With regard to school bus drivers, the employer shall be the sole judge of competence in relation to driving habits, accident records, care of equipment, and all matters pertaining to the safe transportation of students and efficient operation of the bus fleet.
- 2.04 The specific terms of this contract shall be the source of any rights that may be asserted by the Association against the School Division.
- 2.05 The School Division shall have the right at any time to adopt, effect, alter and enforce rules and regulations not in conflict with the terms of this Agreement.

ARTICLE 3 - ASSOCIATION SECURITY

The Board agrees to deduct from all employees' salaries covered by this Agreement an amount equivalent to regular monthly association dues. This article does not interfere with the right of the individual to obtain membership in the Association upon payment of the regular initiation fee set by the Association or the right of the individual to refrain from joining the Association if he/she so desires.

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

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

ARTICLE 4 - GRIEVANCE PROCEDURE

- (A) The Board acknowledges the right of the Association to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Board. The personnel of such committee shall be communicated to the Board.
- (B) If the Grievance Committee of the Association considers the grievance to be justified, the employee concerned, together with a member of the Grievance Committee, within fifteen (15) working days of the written notice (Step 1), shall first seek to settle the grievance with the employee's supervisor.

STEP 1 - The aggrieved employee(s) shall submit the grievance in writing, to the Chairman of the Association Grievance Committee.

STEP 2 - If the Grievance Committee of the Association considers the grievance to be justified, the employee concerned, together with a member of the Grievance Committee, shall first seek to settle the grievance with the employee's supervisor (Foreman or Department Head).

STEP 3 - Failing satisfactory settlement within forty-eight (48) hours after the grievance was submitted under Step 2, the employee concerned, together with the Grievance Committee, will submit to the Secretary of the Board, a written statement of the particulars of the complaint and the redress sought. The Secretary of the Board shall declare his position and render his decision with ten (10) working days after receipt of such notice.

ARTICLE 4 - GRIEVANCE PROCEDURE (cont'd)

STEP 4 - Failing agreement being reached in Step 3, application shall be made to the Board, in writing, through the Secretary of the Board, stating the grievance concerned and a hearing shall be granted at the next regular meeting of the Board following the application.

STEP 5 - Failing a satisfactory settlement within five (5) days after the grievance was first discussed by the Board, the Association may, on giving five (5) days notice in writing to the Board of their intention, refer the grievance to arbitration.

- (C) Where a dispute involving a question of general application or interpretation occurs, the Board and the Association may agree to by-pass Steps 1 and 2 of this article.
- (D) Replies to grievances shall be in writing in all steps.
- (E) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- (F) The Board will supply the necessary accommodation for the grievance meetings.

ARTICLE 5 - ARBITRATION

(A) Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two ~~so~~ named shall, within five (5) days, select a third person to act as Chairman on the Board of Arbitration, but **should** they not do so within the five (5) days, either party may apply to the Labour Relations Board to appoint a person to be Chairman.

(B) Who May Be An Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- 1) is acting or has in a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel or agent to either party;
- 2) has any pecuniary interest in the matters referred to the Board, other than being a taxpayer.

ARTICLE 5 - ARBITRATION (Cont.)

(C) Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within forth-eight **(48)** hours after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten **(10)** days from the time the Chairman is appointed. The decision of the majority shall be the decision of the Board.

(D) Decision of the Board

The decision of the Board of Arbitration shall be final and binding to both parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board in order to clarify the decision, which it shall do within three **(3)** days.

(E) Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the arbitrator it appoints.
- 2) one-half of the fees and expenses of the Chairman.
- 3) one-half of the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

(F) Amending of Time Limits

The time limit in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

(G) Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises in order to view the working conditions which may be relevant to the settlement of the grievance.

- (H) Nothing herewith 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 6 - DISCHARGE CASES

- (A) A regular employee shall be dismissed only upon the authority of the Board. The Transportation Supervisor may suspend an employee but shall immediately report such action to the Board. Such employee and the Association shall be advised promptly, in writing by the Board, of the reason for such dismissal or suspension.

A regular employee shall be any employee who is assigned, on a full-time basis, any bus route in the School Division.

- (B) An employee considered by the Association to be wrongfully discharged or suspended shall be entitled to a hearing under Article 5, Grievance Procedure. Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such cases.
- (C) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, or by any other arrangement as to compensate which is just and equitable in the opinion of both parties, or in the opinion of the Board of Arbitration, if the matter is referred to such Board.
- (D) In the event of dismissal under this clause, payment of wages and holiday pay owing will be in accordance with provincial legislation.
- (E) Any driver knowingly not having a valid drivers' license or a valid driving permit during regular duty hours, shall notify the Bus Supervisor of the School Board so the driver can be relieved of his/her driving duties during this period without pay.

Article 6(E) shall not apply to the school bus drivers who are eligible for sick leave as defined in Article 11.

ARTICLE 7 - CALCULATION OF SENIORITY

7.01 Seniority shall be established on the following basis:

- (A) Board seniority shall be calculated from the date which the employee commenced continuous employment with the School Division.
- (B) Maximum seniority shall be set from April 1st, 1967 unless otherwise agreed by the Association.

7.02 Seniority records will be posted in the Division Garage once per year on or about September 1st and a copy sent to the Association Secretary.

ARTICLE 8 - LAYOFF AND RECALL PROCEDURE

- 8.01 The layoff procedure shall be implemented when a reduction in the work force is necessitated.
- 8.02 The layoff procedure shall be as follows:
- (A) Part-time or irregular employees shall be laid off first.
 - (B) Regular employees shall be laid off in accordance with seniority standings, with a natural progression upwards.
- 8.03 The recall procedure shall be in the reverse order to that of the layoff procedure.
- 8.04 Employees under 8.03 shall be required to submit in writing their intention to return to work within seven days of recall. In the event that the employee is working, a maximum of one pay period shall be authorized for the employee to be re-hired by the Division.

ARTICLE 9 - JOB POSTINGS

- 9.01 All new positions or vacancies which are included within the jurisdiction of this bargaining unit shall be posted in the Board Office and schools for a period of at least ten (10) days and a copy shall be sent to the Association Secretary.
- For vacancies occurring during the months of July and August, notices shall be sent to all drivers and the Association Secretary at least thirty (30) days before the deadline of the application.
- 9.02 New or vacant positions shall be filled in the following manner.
- (A) Qualifications - as a bus driver.
 - (B) Economic considerations, such as a driver residence, in relation to location of route being applied for.
 - (C) Wherever economic considerations and driver qualifications are equal, seniority shall prevail.
- 9.03 The Board shall notify the Association of the decision to fill vacant or new positions.
- 9.04 The School Division will post new or vacant transportation positions which are outside the bargaining unit as outlined in 9.01.

ARTICLE 9 - JOB POSTINGS (Cont.)

9.05 In the event that a school bus route which includes a shops route becomes vacant, the shops route shall be posted prior to advertising for a driver for the regular route. The School Board shall post the regular route and the shops route failing the selection of a school bus driver for the shops route. Payment shall be based on actual driving days x hours x rate of pay under Article 12:04. For the purpose of the article, shops shall mean the Industrial Arts and Home Economics programs. The School Board reserves the right to fill vacancies for Articles 9:05 and 9:06 in accordance with Article 2:02 and 9:02. This would apply where circumstances differ from those outlined in 9:05 and 9:06.

9.06 Probation Period - New Drivers

The probationary period shall be three (3) months with a provision that an extension of three (3) months may be considered. The Division will notify the Association and the incumbent as to the reason for the extension. Days absent during the period of probation will be added to extend the period as required.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 m

In the case of a death in the immediate family of the bus driver, the Board will pay a substitute driver for the period of three (3) driving days without loss of pay to the regular driver. The term immediate family shall be understood to include wife, husband, common-law spouse, children, grandchild, brothers, sisters, parents, mother-in-law, father-in-law and grandparents. One (1) day will be granted for the death of an uncle, aunt or a close friend.

In all cases, the employee shall submit his request, in writing, to be approved by the Board.

Under extenuating circumstances, an employee may apply to the Board, in writing, for an extension of time and the decision will be left to the Board.

10.02 General Leave

The Board may grant leave of absence without pay and without loss of seniority to any employee requesting such leave which, in the opinion of the Board, is sufficient cause. Application for leave shall be submitted in writing two (2) weeks prior to leave. The Association shall be notified of such leave.

ARTICLE 10 - LEAVE OF ABSENCE (Cont.)

10.03 For Association Business

The Board may grant leave of absence without pay to Association members for the purpose of conducting Association business as long as such leave does not interfere with normal operation of the Lord Selkirk School Division. Such request for leave shall be done one (1) week prior to the anticipated leave.

10.04 Jury Duty

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

10.05 Maternity Leave

In the case of pregnancy, an employee will be granted a leave of absence without pay and without loss of seniority to any driver requesting such leave. Such leave shall not exceed six (6) months.

ARTICLE 11 - SICK LEAVE

11.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with **full** pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

11.02 Amount of Sick Leave

Sick Leave shall be granted to regular employees and to regular part-time employees on the basis of twenty (20) days per annum, accumulative to a maximum of ninety (90) days. This shall be accumulative to two (2) days per month.

11.03 Deductions from Sick Leave

In any one year in which an employee **has** not had sick leave, or has had **only** a portion thereof, **he/she** shall be entitled to an accrual of all the unused portion of sick leave for **his/her** future benefits. A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined in 11.01.

11.04 Proof of Illness

An employee may be required to produce a certificate from a duly qualified practitioner for any illness in excess of three (3) days, certifying that **such** employee is unable to carry out his/her duties due to **illness**.

ARTICLE 11 - SICK LEAVE (Cont.)

For suspected abuse , an employee may be required to produce a certificate from a duly qualified practitioner for any illness certifying that such employee is unable to carry out his/her duties due to illness.

11.05 Extension of Sick Leave

In special cases of illness of employees having over three (3) years service, a special request for extra sick leave may be submitted to the Board, if accompanied by a physician's letter or certificate giving full details of the reason for the request. The amount of such leave granted shall be at the sole discretion of the Board.

11.06 Sick Leave Without Pay

Sick leave without pay may be granted at the sole discretion of the Board to an employee who does not qualify for sick leave pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

11.07 Sick Leave Prohibited

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

ARTICLE 12 - WAGES

	1994 (1.5% inc.)	1995/96 (1.5% for 95 (0% for 96)
12:01 A) Basic Salary per mo.	\$ 840.11	\$ 852.71
B) Mileage - 1st km.	52.10	52.88
- each additional km.	1.94	1.97
C) Time - 1st 15 minutes	24.54	24.91
- each additional 5 min. block	5.86	5.95
D) Bus Capacity - each passenger	1.90	1.93
i.e 28 passengers or less	69.70	70.75
36 passengers	69.70	70.75
42 passengers	81.31	82.53
48 passengers	92.93	94.32
54 passengers	104.55	106.12
60 passengers	116.16	117.90
66 passengers	127.78	129.70
72 passengers	139.39	141.48
E) Route Extension - per month	36.16	36.70

ARTICLE 12 - WAGES (Cont.)

1994
(1.5% inc.)

1995/96
(1.5% for 95
(0% for 96)

- Note: (1) Double runs shall include (B) & (C) between runs
(2) Route extension shall apply to routes that attend more than one school and routes that service the same school more than once.

12.02 Express Bus Route - Victoria Beach

The driver of this route shall be paid at the rate of 105.06 106.64
per day.

12.03 Extra-Curricular Trips

Drivers shall be paid at the rate of 9.06 9.20
per hour.

12.04 Spare Drivers

(A) Drivers who substitute for regular 58.33 59.20
employees shall be paid per day.

(B) Plus a mileage allowance to and from the .25 .25
bus once per day at per km.

12.05 Wheelchair Vehicle Allowance

1-2 wheelchairs \$ 36.24 36.78
3 or max. wheelchairs 72.47 73.56

12.06 Should a regular driver be required to pick up a spare bus because of malfunction of a regular bus, he/she shall be paid mileage allowance equal to that of a spare driver. (Article 12.04)

12.07 Should a regular driver be requested to remain at the "garage" because of a lack of transportation while his/her bus is being serviced, he/she shall be paid at a rate equal to the minimum rate of pay.

12.08 Regular drivers who are absent from their duties for reasons other than outlined in 10.01, 10.02, 10.04, 10.05 and 11.02 shall be responsible for the payment of the mileage allowance to the replacement spare driver.



ARTICLE 12 - WAGES (Cont.)

12.09 Vacation Pay shall be paid in accordance with the Vacation Pay Act except for school bus drivers eligible under Article 7. Drivers shall be paid 7% vacation pay after 10 years of continuous employment and 8% after 15 years of continuous employment and 10% after 20 years of continuous employment.

ARTICLE 13 - DURATION OF AGREEMENT

This Agreement shall be binding and in effect from January 1, 1994 to December 31, 1996 and shall continue in effect from year to year unless either party gives notice, in writing, not less than thirty (30) days nor more than sixty (60) days prior to the termination date of this contract.

ARTICLE 14 - INSERVICE TRAINING

- (A) The Association and its membership recognize the importance of driver training and therefore agree that every school bus driver receives a minimum of 8 hours inservice training during each year.
- (B) Drivers absent from authorized training sessions shall not receive payment of salary for such days. Training sessions shall be in lieu of school bus driving on closed school days. Training sessions shall not exceed, and shall be compatible, to actual driving time. It is suggested that training sessions not exceed 4 hours per day.

ARTICLE 15 - ACCIDENT REVIEW COMMITTEE

A joint committee will be established to review all accidents with school buses. The committee will consist of two representatives from the Association and three representatives from the School Board, of which one will act as Chairman.

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

ARTICLE 16 - M.A.S.T. PENSION PLAN

The Association shall belong to the M.A.S.T. Non-Teaching Pension Plan effective January 1st, 1984.

DATED AT SELKIRK, MANITOBA

THIS 7th DAY OF June, 1994

SIGNED AND AGREED UPON ON BEHALF OF THE LORD SELKIRK
SCHOOL DIVISION #11


CHAIRPERSON


SECRETARY-TREASURER

SIGNED AND AGREED UPON ON BEHALF OF THE LORD SELKIRK SCHOOL
DIVISION BUS DRIVERS ASSOCIATION


PRESIDENT


SECRETARY
SECRETARY