SCHOOL BUS DRIVERS AGREEMENT

BETWEEN:

PEACE WAPITI SCHOOL DIVISION
Grande Prairie, Alberta
(hereinafter referred to as the "Employer")
OF THE FIRST PART,

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART.

January 1, 2020 - August 31, 2021
WITNESSETH THAT THE PARTIES HERETO AGREE AS FOLLOWS:

PREAMBLE

It is the intent and object of the Agreement that the Employer and the Union co-operate to obtain efficient and unrestricted operation of the service to promote peaceful and harmonious relations between the Employer and its employees, to provide for the amicable settlement of all grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the Parties hereto.

ARTICLE NO. 1.0 - BARGAINING AGENCY

1.1 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Agreement, as described in the most recent certificate issued by the Alberta Labour Relations Board.

"Employees", when used in this Agreement, shall mean regular and probationary bus drivers only, who are assigned a regularly scheduled bus route established by the Employer.

1.2 The Negotiating Committee for the Union shall consist of a maximum of three (3) employees covered by this Agreement.

1.3 It is understood that this collective agreement shall only apply to those employees and positions covered under the certificate described in clause 1.1.

ARTICLE NO. 2.0 - UNION MEMBERSHIP

2.1 All new regular and probationary employees shall sign application for membership cards prior to commencing employment.

2.1.1 For the purpose of this Agreement, a regular and a probationary driver shall be defined as follows:

Probationary Driver - Each employee hired shall have a probationary period of one hundred and eighty (180) driving days from the date of hire. During the probationary period the Company may terminate the employee for any reason at its discretion. Upon successful completion of the probationary period, the seniority shall be effective from the original date of employment in the position. The driver shall be designated in writing as a regular driver and shall be entitled to all rights and privileges of this Agreement.

Regular Driver -

1. Has successfully completed the probationary period.
2. Has completed and passed the "S" Endorsement courses.
3. Will update and maintain courses and certificates as required by the employer.
4. Has been assigned a regular route in accordance with Clause 4.5.

2.2 The Employer agrees, for the duration of this Agreement, to deduct from the paycheque of each employee, the monthly dues and remit in the month following deduction such dues so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted.

2.3 The Union shall be responsible to provide the Employer with signed authorization to deduct initiation fees and monthly dues. Upon termination of employment of any employee, his dues deduction authorization form shall be returned to the Union with the monthly return.
An employee will receive a copy of any disciplinary record placed in his/her file, including written reprimands.

With reasonable notice any Employee may request to see their file and the Company will comply with such request.

Upon request an employee shall have access to his/her personnel file provided the Director of Human Resources or delegate is present. Upon request, the employee shall be entitled to a copy of any document(s) in the file provided he/she pays the Employer for the cost of reproducing the document(s).

ARTICLE NO. 4.0 - BID SYSTEM

4.1 When a run has no regular (permanent) driver, it shall be open for bid.

4.2 An announcement of the open position shall be made to all regular and probationary drivers over the bus radio for three (3) consecutive mornings for at least two (2) weeks before vacancy is filled.

4.3 Distance from a run shall be a deciding factor but otherwise the run shall be awarded to the most senior applicant.

4.4 If the vacancy is not filled by a regular or probationary driver by the above process, it will be advertised to the spares and the general public.

4.5 The successful applicant will be considered as the permanent driver of that route, and will not be moved from it for any reason other than route closure, route amalgamation, reasonable financial management for the Employer or voluntary bid to another route.

4.6 Where runs must be amalgamated, the most senior employees will drive the new routes created. If a layoff occurs the least senior driver will be laid off.

4.7 If a run must be cut or cancelled, the driver of that run will be laid off.

4.8 When there is to be route closures or amalgamations there will be meaningful consultation between the affected drivers, the shop steward, the supervisor of transportation and/or the superintendent in advance of any changes being made.

ARTICLE NO. 5.0 - RATES of PAY
### Repair / Service Trips

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inter-school Program Trips</td>
<td>$38.86 per day</td>
</tr>
<tr>
<td>Trips to Assist</td>
<td>$9.22 per trip</td>
</tr>
<tr>
<td>Transfer in Town</td>
<td>$7.25 per day</td>
</tr>
<tr>
<td>Transfer Short (0 to 14 km)</td>
<td>$9.22 per day</td>
</tr>
<tr>
<td>Transfer Medium (15 to 29 km)</td>
<td>$12.37 per day</td>
</tr>
<tr>
<td>Transfer Long (30 to 45 km)</td>
<td>$15.48 per day</td>
</tr>
<tr>
<td>Driving Time</td>
<td>$17.35 per hour</td>
</tr>
<tr>
<td>Waiting Time</td>
<td>Alberta Minimum Wage per hour</td>
</tr>
<tr>
<td>Teaching/Training</td>
<td>$17.08 per hour</td>
</tr>
<tr>
<td>Wheelchair Handling</td>
<td>$9.71 per day maximum</td>
</tr>
</tbody>
</table>

* A semester trip transports students between schools, during the instructional portion of the school day, and is not an extension of the regular route.

5.1.4 a) eight percent (8%) vacation pay shall be added to all earnings, will be shown separately on the pay slip, and will be paid monthly.

b) All vacation time for Regular Drivers shall be scheduled in July and August.

5.2 The annualized salary as stipulated in 5.1.1, and employer contributions to benefits as stipulated in Article 8.1, shall be reduced on a proportionate basis for a driver:

a) not employed the full school year, or

b) that has been absent for reasons not provided for under Articles No. 10, 11.1, 11.2 and 11.3.

c) the employer contribution benefits will be paid for the first three (3) personal days per year.

**NOTE** For the purpose of making salary deductions for unpaid leaves, the sum of the instructions and Article 11 Holidays shall be deemed to equal two hundred (200).

**NOTE** For the purpose of benefit premium deductions, calculation will be based upon the number of calendar days per month.

5.3 The rate of pay as stipulated in 5.1.2 shall not be paid to a driver for days when:

a) the Employer has cancelled transportation in an area or across the Division, and the cancellation was announced prior to the driver starting his/her route, or

b) the driver was absent for reasons not provided for under Articles No. 10, 11.1, 11.2 and 11.3.

c) when a route is cancelled by the Employer, or individual driver, during the morning run, due to unsafe temperature, weather or road conditions, it will remain cancelled for the entire day. If the run was cancelled prior to the driver starting his/her route, no route mileage will be paid.
ARTICLE NO. 7.0 - MEDICALS

7.1 Any Employer-requested or government-required physical or medical examination shall be properly complied with by all employees. The Employer shall pay the costs as billed by the physician for all such physical or medical examinations.

ARTICLE NO. 8.0 - EMPLOYEE BENEFITS

8.1 Effective June 1, 2012, all eligible employees and eligible dependents will be enrolled in the Complete Prairie Teamsters Health and Welfare Plan (the Plan) which includes Vision, Dental, Extended Health, ADD, Life Insurance as well as Short Term and Long Term Disability benefits.

The employer shall remit two hundred and forty-two dollars and twenty-five cents ($242.25) per month per eligible employee with remaining balance to be deducted from the employee. In the event that the total monthly premium amount exceeds two hundred and eighty-five dollars ($285.00) per month, the additional premium shall be deducted from the employee.

It will be the responsibility of the employer to ensure that all eligible employees are enrolled in the Plan and to make premium remittances on their behalf. The employer will forward completed enrollment forms and/or remit premiums to the Plan Trustees, by no later than the twentieth (20th) of each month. It shall be the Union's responsibility to supply all necessary enrollment forms to the Employer. It shall be the Plan's responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.

Effective August 31, 2012 no Health Spending Account will be provided.

Other than regular and probationary bus drivers, no other employees are eligible for participation in the above-noted plans.

8.1.1 Employees on short or long term disability will be responsible for the full monthly premium commencing on the first (1st) of the month following commencement of Short Term Disability or Long Term Disability. Premiums payable by the employee are to be received at the Board office by the first (1st) of each month for remittance to Prairie Teamsters Administration Services Ltd.

ARTICLE NO. 9.0 - PROVISIONAL TRANSPORTATION

9.1 Drivers will be permitted to take a bus home between runs, provided the driver gives assurance he/she shall endeavour at all times to make certain the bus is able to make the succeeding run. Negligence or abuse of this privilege may result in disciplinary action.

ARTICLE NO. 10.0 - SICK LEAVE

10.1 An employee taking planned or manageable sickness Sick Leave, shall first obtain a substitute driver
Leave is deemed to be an authorized absence approved by the Board, where an employee is absent for:

a) not more than six (6) days due to critical illness or death of a spouse, child, parent or parent-in-law, plus any required travelling time not exceeding two (2) days;

b) not more than two (2) days due to the death and one (1) day due to critical illness of a grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, plus any required travelling time not exceeding two (2) days;

c) not more than one (1) day to attend the funeral of an aunt, uncle, niece or nephew, plus any required travelling time not exceeding two (2) days;

d) not more than one (1) day in a year for:
   i) attending to the medical needs of a spouse or child, where such needs are urgent and require the services of a practitioner, or
   ii) during confinement in a hospital of a wife for maternity reasons, or
   iii) for the adoption of a child.

For the purpose of this Article, critical illness shall be interpreted as a person in critical condition supported by medical documentation.

11.2 A maximum of one (1) day with pay will be allowed for employees (other than casual employees) to attend the following:
   i) their own wedding or that of their son or daughter
   ii) their own graduation or that of their spouse, their son or daughter;

   if the time of the event conflicts with regular working hours.

11.3 An employee who is summoned to court as a witness or for jury duty, will be given leave with pay provided the employee remits to the Board any stipend but excluding any actual expenses set by the court.

11.4 Applications for short term leave of absence, of up to three (3) days, without pay, may be granted at the discretion of the Supervisor. Leave granted under this provision shall not exceed six (6) days in any calendar year.

11.4.1 Application for leave of absence for more than three (3) days shall be submitted to the Superintendent of Schools or Director of Transportation.

11.5 An employee who has been granted leave of absence of any kind or for any period, and over-stays his/her leave of absence without permission, shall be assumed to have abandoned his/her position with the Board, and may be terminated.

ARTICLE NO. 12.0 - TERMINATION

12.1 No regular driver shall be terminated except for just cause.
grievant first had knowledge of the incident, whichever is later. Such grievance shall set out all particulars regarding the nature of the grievance, the clauses of this Agreement which are alleged to have been violated, and the remedy sought.

15.3 **Step B** - If the grievant is not satisfied with the disposition of the grievance, or if no decision is rendered within fifteen (15) Division Office business days after submitting the grievance to the Director of Human Resources and Labour Relations, the grievant or representative of General Teamsters, Local Union No. 362, as the case may be, shall submit the grievance to a Grievance Committee as hereinafter provided, but in any case, within fifteen (15) Division Office business days of the Director of Human Resources and Labour Relations’ decision being communicated to the grievant. Such Grievance Committee shall be composed of three (3) representatives of the Employer, and three (3) representatives of General Teamsters, Local Union No. 362. A quorum of this Committee shall consist of at least two (2) representatives of the Employer and two (2) representatives of General Teamsters, Local Union No. 362. The Grievance Committee shall meet and endeavour to resolve the grievance, and shall render its decision in respect of the grievance within fifteen (15) Divisional Office business days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Grievance Committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the Grievance Committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

15.4 **Step C** - If the Grievance Committee does not reach a unanimous decision within the said time, then either Party may, by written notice served on the other Party, require the establishment of an Arbitration Board as hereinafter provided. Such notice must contain the name of the serving Party’s nominee to the Arbitration Board, and must be given within ten (10) Divisional Office business days after the date the fifteen (15) Divisional Office business days limit expires on the date the Grievance Committee renders other than a unanimous decision, whichever is shorter.

15.4.1 The receiving Party may request that a single Arbitrator be appointed, and failing this, shall appoint its representative on the Arbitration Board within seven (7) Divisional Office business days of receipt of such notice, and shall so inform the other Party of its appointee. The two (2) members so appointed, shall within five (5) Divisional Office business days of the appointment of the second (2nd) of them, appoint a third (3rd) person who shall be the Chairperson. In the event of any failure to appoint, either Party may request the Director of Mediation Services to make the necessary appointment.

15.4.2 The Arbitration Board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and to be heard.

15.4.3 The Arbitration Board shall not change, amend, or alter any of the terms of this Agreement. All grievances or differences submitted under this Agreement shall not depend on or involve any issue or contention by either Party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by, or rising during the term of this Agreement.

15.4.4 The finding and decision of a majority of the Arbitration Board is the award of the Arbitration Board, and is final and binding upon the Parties and upon any employee affected by it. If there is not a majority, the decision of the Chairperson governs, and it shall be deemed to be the award of the Board.

15.4.5 The Arbitration Board shall give its decision in writing, no later than fourteen (14) days after the appointment of the Chairperson provided however that this time period may be extended by written consent of the Parties.