

COLLECTIVE AGREEMENT

BETWEEN



*Peace River School
Division*

AND

CUPE / *Canadian Union
of Public Employees*

**LOCAL 4839
BUS DRIVERS**

SEPTEMBER 1, 2018– AUGUST 31, 2021

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
ARTICLE 1 - TERM OF AGREEMENT		1
ARTICLE 2 - UNION RECOGNITION		2
ARTICLE 3 - MANAGEMENT RIGHTS		3
ARTICLE 4 - DISCRIMINATION		3
ARTICLE 5 - UNION DUES		3
ARTICLE 6 - DEFINITIONS		4
ARTICLE 7 - CLASSIFICATIONS		5
ARTICLE 8 - LABOUR MANAGEMENT RELATIONS		6
ARTICLE 9 - HOURS OF WORK.....		6
ARTICLE 10 - LEAVES OF ABSENCE		7
ARTICLE 11 - SICK LEAVE PROVISIONS.....		10
ARTICLE 12 - REMUNERATION / PAY SCHEDULE		11
ARTICLE 13 - GENERAL HOLIDAYS.....		14
ARTICLE 14 - SCHOOL CLOSURE.....		15
ARTICLE 15 - EXTRA CURRICULAR, ADDITIONAL FIELD TRIPS.....		15
ARTICLE 16 - LONG SERVICE RECOGNITION ENTITLEMENT		16
ARTICLE 17 - DISCIPLINE AND DISCHARGE		16
ARTICLE 18 - TEMPORARY AND SPARE BUS DRIVERS		17
ARTICLE 19 - VACATION PAY.....		18
ARTICLE 20 - GRIEVANCE PROCEDURE		19
ARTICLE 21 - SENIORITY.....		22
ARTICLE 22 - JOB POSTINGS AND STAFF CHANGES		22
ARTICLE 23 - SUBROGATION CLAUSE		23
ARTICLE 24 - LAYOFF & RECALL.....		25
ARTICLE 25 - NORTHERN TRAVEL BENEFIT.....		26
ARTICLE 26 - DRIVER TRAINING AND PROFESSIONAL DEVELOPEMNT		26
ARTICLE 27 - RETROACTIVITY CLAUSE		26
ARTICLE 28 - HEALTH BENEFITS		26
ARTICLE 29 - RRSP		27
LETTER OF UNDERSTANDING #1		28
Re: Online Courses Lump Sum Payment		28

LETTER OF UNDERSTANDNG #2 29
Re: The Process for filling Vacant Routes by Peace River School Division for
Bus Drivers 29

2018 – 2021 COLLECTIVE AGREEMENT

This Agreement is made in Triplicate this _____ day of _____, 2019 pursuant to the Labour Relations Code.

BETWEEN:

PEACE RIVER SCHOOL DIVISION , hereinafter called "the Employer".

OF THE FIRST PART,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL-4839, hereinafter called "The Union" acting on behalf of the Bus Drivers employed by this Employer.

OF THE SECOND PART

WHEREAS, non-instructional personnel of the Employer are to be included as members of the Union under the provisions of the Labour Relations Code; and

WHEREAS the Employer has recognized the Canadian Union of Public Employees, Local 4839 as the sole official bargaining agent acting on behalf of all Employees covered by the Alberta Labour Board Certificate #59-2017.

ARTICLE 1 - TERM OF AGREEMENT

1.1 Effective Date

This Agreement shall be binding and remain in effect from September 1, 2018 to August 31, 2021, and shall continue from year to year thereafter unless either party gives to the other party notice in writing, not earlier than one hundred and twenty (120) days and not later than sixty (60) days prior to the thirty-first (31st) of August in any year that it desires its termination or amendment.

1.2 The parties will meet within thirty (30) days of receipt of the notice to bargain to exchange proposals.

1.3 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

1.4 Retroactively

This Agreement shall become effective on the date of signing except as otherwise specified.

1.5 Continuation

When notice to commence collective bargaining has been served pursuant to Article 1.1 (Term of Agreement) this Agreement shall be deemed to continue to apply to the parties, notwithstanding the termination date in the agreement, until

- i) a new Collective Agreement is concluded,
- ii) the right of the bargaining agent to represent the Employees is terminated, or
- iii) a strike or lockout commences under the provisions of The Labour Relations Code.

ARTICLE 2 - UNION RECOGNITION

2.1 The Employer recognizes the Canadian Union of Public Employees Local 4839 as the sole bargaining agent for the Bus Drivers, covered by this Agreement, as described in the Certificate of the Alberta Labour Relations Board No. 59-2017. The Employer hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.2 Union business shall not take place during an Employee's working hours and/or on any of the Employer's premises without prior permission by the Employer.

2.3 There shall be no discrimination or coercion by the Employer or the Union as to whether a Bus Driver is, or is not, actively involved in the Union.

2.4 It is the responsibility of each Bus Driver to at all times be familiar with the terms and conditions of employment as addressed in this Collective Agreement.

2.5 No Bus Driver shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. The Employer reserves all rights not specifically restricted by the provisions of this Collective Agreement.

ARTICLE 4 - DISCRIMINATION

- 4.1 The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace.
- 4.2 The Employer and the Union agree to ensure compliance with the Human Rights Act of Alberta and that no Bus Driver shall be discriminated against by any person in accordance with this legislation.
- 4.3 All Bus Drivers covered by this Agreement have a right to freedom from harassment in the workplace. The Employer agrees to maintain a harassment free policy for addressing and resolving harassment issues in the workplace.
- 4.4 The Employer or the Union shall not discriminate at any time against any Bus Driver on the protected grounds of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation nor by any reason of their membership or activity in the Union or because of their connection with trade Union organizations.

ARTICLE 5 - UNION DUES

- 5.1 All Bus Drivers covered by this agreement shall be required to pay Union dues, a monthly fee equal to any monthly dues in accordance with the Union Bylaws.
- 5.2 Deductions shall be made from each payroll and shall be forwarded by direct deposit to CUPE National no later than the fifteenth (15th) day following the deduction.
- 5.3 The Employer will provide the Union with a copy of the monthly check-off list.

- 5.4 The Union shall advise the Employer in writing of any change in the amounts of dues to be collected by the Union from the Bus Drivers covered by this agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.5 The Employer, as directed by the Union in writing, shall deduct the amount of the Union dues from the pay of all Bus Drivers covered by this agreement. The deductions remitted shall be accompanied by particulars identifying each Bus Driver by name and classification and if a new Bus Driver, showing starting date of employment. On October 31 and March 31, the Employer will provide the Union with an updated list of names, addresses and phone numbers of all members of the bargaining unit.

ARTICLE 6 - DEFINITIONS

6.1 Employer

Shall mean Peace River School Division, or its designate.

6.2 Grievance

Shall be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

6.3 Probationary Period

All Bus Drivers must serve a sixty (60) working day probationary period or six (6) months whichever comes first, excluding sick days and leaves of absence before being eligible for the Sick Leave provisions, or the Benefits provisions of this agreement. At the conclusion of the sixty (60) day or six (6) month probationary period, whichever comes first, the terms of the entire agreement shall apply unless otherwise specified.

A Bus Driver may be terminated at any time during the probationary period without notice and without recourse to the Grievance procedure.

6.4 Seniority

Seniority as referred to in this agreement shall mean the length of continuous service in the employ of the Employer from date of hire, unless specified under Article 21 SENIORITY of the Collective Agreement.

6.5 Vacation Year

A vacation year shall be defined as the ten (10) month period commencing September 1st of each calendar year and concluding on June 30th in the following year for the Driver.

6.6 Layoff

A layoff shall mean a reduction in the workforce, consolidation of routes or an elimination of routes.

6.7 Working Days

Working Days are defined Monday through Friday, excluding weekends and general holidays. For school-based Bus Drivers non-operational days are also excluded.

6.8 Where the singular is used in this agreement, it shall be deemed to be the plural where the context so requires and vice versa.

ARTICLE 7 - CLASSIFICATIONS

7.1 For the purposes of this Agreement a regular, temporary, voluntary, and spare bus driver shall be defined as follows:

7.2 Regular Driver

A regular driver is an Employee who is assigned to a regular bus route.

7.3 Temporary Driver

A temporary driver is an Employee hired into a temporary posted position of a minimum of thirty (30) consecutive working days on the same route or until incumbent returns. Temporary drivers are covered under this collective agreement except as defined under the Temporary and Spare Driver Article.

7.4 Spare Driver

A spare driver is an Employee hired on an intermittent basis to fulfill any driving requirement of the Employer. Spare drivers are covered under this Collective Agreement except as defined under the Temporary and Spare Driver Article.

7.5 Volunteer Driver

A Volunteer driver is someone who offers to provide driving services to the Employer at no cost to enable enhancement of programs and is not covered by the Collective Agreement.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.1 Labour Management Committee

The parties agree a Labour Management Committee shall consist of not more than four (4) members each from the Management and Union for the purpose of maintaining harmonious communications between the parties on matters of mutual interest.

8.2 Such Committee shall meet if required by either party, and shall be an information sharing committee.

8.3 It is understood that the committee shall not hear matters pertaining to grievances and collective bargaining.

8.4 Should the meeting be held within working hours, the Union members shall have no loss of pay. If it is outside the working hours – each party shall cover the costs of their members.

ARTICLE 9 - HOURS OF WORK

9.1 Each Bus Driver is required to record their attendance, indicating all periods of absence and reasons for absence in the electronic leave management system.

ARTICLE 10 - LEAVES OF ABSENCE

- 10.1 Leave of absence without pay and benefits may be granted. Leaves of absence in excess of thirty (30) consecutive calendar days shall not be counted as time worked for salary incremental purposes. There will be no accrual of sick leave or vacation in leaves of absence in excess of thirty (30) consecutive calendar days.

Deduction from salary for unpaid leaves of absences of up to fifteen (15) consecutive days shall be as follows: Bus Drivers will have their scheduled hours deducted at their daily hourly rate for days missed.

10.2 Maternity/Parental and Adoption Leave

- 10.2.1 Maternity leave shall be for a period of up to sixteen (16) weeks. In addition to maternity leave, a parent may take an additional thirty-seven (37) weeks for parental leave pursuant to Alberta Employment Standards. If the mother takes the parental leave, this leave shall occur in a contiguous fashion with the maternity leave.

- 10.2.2 The health related portion of each Employee's maternity leave shall be as determined by medical documentation with such leave beginning the day the Employee begins the leave regardless of whether this date is the date of delivery or several weeks in advance of the delivery date but in no instance shall this date be more than twelve (12) weeks in advance of the delivery date.

- 10.2.3 The Employer will register and implement a ninety-five percent (95%) Supplementary Unemployment Benefits (S.U.B.) plan which each Employee shall access for pay during the health-related portion of her maternity leave. The Employer shall pay its portion of each Employee's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. The Employer shall advise each Employee to apply for Extended Disability Benefits (E.D.B.) at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the Employee shall apply for E.D.B. benefits and no further salary, benefit contributions, or S.U.B. shall be payable.

- 10.2.4 Each Employee shall endeavor to notify the Employer of her leave requirements three (3) months in advance, however, she shall give the Employer at least two (2) weeks notice of the day on which she intends to commence maternity leave. In each case maternity leave must commence at least two (2) weeks in advance of the expected date of delivery. Such notice shall be in writing.
- 10.2.5 Prior to the leave commencing, each Employee shall endeavor to provide the Employer with the date she plans on returning to work, however, she shall give the Employer at least four (4) calendar weeks notice of the day on which she intends to work. Such notice shall be in writing.
- 10.2.6 An Employee returning from maternity leave may be required to pass a medical examination before returning to duty.
- 10.2.7 An Employee may be required to submit medical certificates in order to receive the S.U.B.

10.3 Leave to Attend Union Business

- 10.3.1 If an accredited representative of the Union is required to meet with the Employer or attend hearing to discuss a grievance during work hours, the Bus Driver shall be granted leave with pay and benefits subject to suitable arrangements with their immediate supervisor.
- 10.3.2 If the Employee who is grieving is required to attend an initial grievance meeting, the Bus Driver shall be granted leave with pay and benefits at their regular rate of pay and benefits.

10.4 Union Leave

- 10.4.1 Subject to operational requirements, leave of absence without pay and without the loss of seniority shall be granted upon request, to Bus Driver elected or appointed to represent the Union at Union functions. The Employer will, however, pay the above Bus Drivers their regular pay as though they had worked, billing the Union for time lost and any other deductible benefits during the leave of absence.

- 10.4.2 In the event that an Bus Driver is elected or appointed to a bargaining committee for the Union, the Bus Driver shall be granted leave at their regular rate of pay and benefits for the purpose of attending joint collective bargaining, reconciliation, or mediation meetings in the establishment of a new collective agreement. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- 10.4.3 A Bus Driver who is elected to attend a Union convention, conference, school, or to attend any other Union function or meeting of the Union, its affiliated or chartered bodies, or any other labour organization with which the Union is affiliated, shall be granted leave of absence with pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

10.5 Jury Duty Leave

Regular and Temporary drivers who are subpoenaed to serve as jurors or witnesses in any Canadian court, provided such court action is not occasioned by the Bus Drivers private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. A Bus Driver in receipt of their regular earnings while serving at a court, shall remit to the Employer all monies paid to the Bus Driver by the court, except travelling and meal allowance not reimbursed by the Employer. Bus Drivers will come to work during those regularly scheduled hours that they are not required to attend court.

10.6 Job Protected Leaves

Eligible Bus Drivers can take other job protected laves for various personal matters as outlined under as per Alberta Employment Standards <https://www.alberta.ca/job-protected-leaves.aspx>

Leave Category

- Reservists leave
- Compassionate care leave (leave to care for a critically ill family member)
- Death or disappearance of a child
- Critical illness leave (includes child and adult family members)
- Domestic violence leave
- Personal and family responsibility leave
- Citizenship ceremony leave
- Bereavement leave
- Long-term illness and injury leave
- Maternity/Parental Leave

ARTICLE 11 - SICK LEAVE PROVISIONS

- 11.1 Sick leave means the period of time a Bus Driver is permitted to be absent from work with full pay by virtue of:
- i. being sick or disabled
 - ii. obtaining necessary medical or dental treatments
 - iii. an accident for which compensation is not payable under the Worker's Compensation Act

A doctor's note may be requested by the Transportation Department for sick leave claimed above. If medical evidence is requested by the Employer, the Employer shall reimburse the Bus Driver for any related costs invoiced by a doctor.

- 11.2 Sick leave shall be earned by the Bus Driver on the basis of two days for every month of service to a maximum of twenty (20) working days each year. A Bus Driver shall be entitled to an accrual to a maximum of sixty (60) working days of the unused portion of sick leave for the Bus Driver's future benefits.

- 11.3 A Bus Driver may be required to produce medical evidence acceptable to the Employer as to the reason for the absence for any illness after three (3) consecutive days certifying such Bus Driver was unable to carry on the Bus Driver's duties due to illness. If medical evidence is requested by the Employer, the Employer shall reimburse the Bus Driver for any related costs invoiced by a doctor.

- 11.4 Bus Driver's shall be allowed to use up to four (4) of their accumulated sick days per school year for family dependent illness or medical/dental appointments that cannot be scheduled during non-working hours.

- 11.5 Personal Leave Days – Effective September 1, 2019

Bus Drivers may be entitled to use two (2) of their Sick Bank days as Personal Leave Days per year with the provision that they are able to get a replacement for their absence. These days must be used in the year with no carry over to the next school year.

ARTICLE 12 - REMUNERATION / PAY SCHEDULE

12.1 Pay Periods

- 12.1.1 Employees shall be paid on the basis of ten pay periods, to be paid by the tenth (10th) of each month from October to July.
- 12.1.2 Regular Drivers or Temporary Drivers under contract prior to beginning of school year will be given an advance to be paid on the 10th of September. The advance will be calculated at fifty percent (50%) of Minimum Daily Earnings (Article 12.4) times the number of instructional days in September.

12.2 Pay Calculations

Pay calculation changes shall become effective immediately upon notification to the driver by the transportation department of the change giving rise to the pay change. Drivers are required to inform the transportation department as soon as they are aware of requested or potential changes in their route.

12.3 For the purpose of this article the following definitions will be used:

- 12.3.1 Daily Rate is the amount negotiated under Article 12.4.2 for the duties standard to all drivers, including daily inspection of bus, cleaning and washing, fueling, pupil management record keeping. Standard duties are those duties classified as regular in the Transportation Handbook
- 12.3.2 Instructional Day is defined as a day on which classes are scheduled
- 12.3.3 General Holidays is defined under Article 13 GENERAL HOLIDAYS.

12.4 Regular Driver

- 12.4.1 Regular Bus Drivers' annual salary shall be calculated based on their routes designated school calendar and on the number of instructional days, plus general holidays as per the following calculation: $(\text{Base Rate} + \text{Mileage/Kilometrage Rate}) * (\text{Instructional Days} + \text{General Holidays})$. Mileage/Kilometrage is defined by Route Eligible Distance (R.E.D) as outlined in the Alberta Education Funding Manual.

12.4.2 Rates

The earnings of a regular driver shall be:

Per Kilometer

\$0.276 effective date of ratification

\$0.276 effective September 1, 2019

\$0.29 effective September 1, 2020

12.4.3 Daily Rate

\$57.09 effective date of ratification

\$57.66 effective September 1, 2019

\$58.24 effective September 1, 2020

Through to the end of the agreement for the duties standard to all drivers including daily inspection of their bus, cleaning and washing, fueling, pupil management record keeping. Standard duties are those duties classified as regular in the Transportation Handbook.

12.4.3 Minimum Daily Earnings

Daily Rate plus Kilometrage - No regular driver shall receive less than:

\$65.85 per day effective date of ratification

\$66.51 effective September 1, 2019

\$67.18 effective September 1, 2020

12.5 Payment of Temporary and Spare Drivers

12.5.1 All temporary and spare driving services shall be reported to the Employer and all compensation earnings to temporary and spare drivers shall be paid by the Employer.

12.5.2 Temporary and spare drivers shall be paid one hundred percent (100%) of the regular drivers wage for the route on which they drive plus vacation pay at the rate of four percent (4%) on the foregoing, for each instructional day of service. (If a temporary or spare driver provides service for a portion of the day, then the rate shall be pro-rated according to the amount of service provided for that day.)

12.5.3 In cases where temporary and spare driving service arises from leave of absence without pay, in accordance with AP 446 Personal Leave, the regular driver's salary shall be reduced by one (1) instructional day per day of leave.

12.6 Additional Earnings

12.6.1 For the purpose of this article hourly rate shall be defined as \$21.48 per hour effective date of ratification.

\$21.70 effective September 1, 2019

\$21.92 effective September 1, 2020

12.6.2 Service Trips

Any trip where the driver is authorized to transport the bus to a location other than their normal destination shall receive earnings as per Article 12.6.1.

12.6.3 Wheelchair Earnings

School bus drivers transporting students that require wheelchairs shall be compensated an extra one half (0.5) hour per day at the hourly rate set out in Article 12.6.1, for each wheelchair bound student being transported.

12.6.4 Extracurricular Trips / Field Trips

Drivers involved in extracurricular trips and field trips shall receive pay for driving as per Article 12.6.1. No trip shall pay less than one (1) hours wages.

Extracurricular and Field Trips completed in one (1) day will receive actual standby time based on 12.6.1.

Overnight Field Trips will receive eight (8) hours standby time on the first day and every subsequent day receive a maximum of eight (8) hours standby time, except on the final return trip day, where standby time will be the actual hours based on Article 12.6.1.

12.6.5 Driver Training and Professional Development

Additional earnings shall be paid only for attendance at training and professional development activities specified as compulsory by the Employer. Earnings for attending these activities and similar ones of a discretionary nature, with prior approval of the Employer, shall be paid at the hourly rate in accordance with Article 12.6.1.

Online courses taken, with prior approval by the Employer and with evidence of completion, shall be paid in accordance with

Article 12.6.1. The Employer shall compensate regular bus drivers yearly for compulsory online courses, in the December pay period, at 4.5 hours based on Article 12.6.1.

12.6.6 Additional Assigned Duties:

An hourly rate as per Article 12.6.1 shall be paid to an Employee when assigned, which may include but is not limited to the following:

- Additional student transportation
- Shop Support
- Mechanical breakdown
- Extraordinary Route Delays
- Approved Stand-by Time

12.6.7 Court Witness

When a driver has been summoned to court as a witness to a violation of the *Highway Traffic Act* or for any incident that occurred during their line of duty for the Employer, they may be compensated at the effective hourly rate as per Article 12.6.1.

12.7 Expense Reimbursement

Use of Personal Vehicle

A Bus Driver using their own vehicle for the Employer to transport goods or materials and personnel with prior approval shall be reimbursed at the Division's kilometrage as specified in the Schedule of Rates Policy.

ARTICLE 13 - GENERAL HOLIDAYS

13.1 Each regular driver shall receive one day's pay for each of the following General Holidays: Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day and Canada Day.

13.2 Other holidays with pay, may be granted at the discretion of the Employer from time to time.

ARTICLE 14 - SCHOOL CLOSURE

- 14.1 Notwithstanding the above Article 13, in the Event of a system wide shut down, school closure or route shutdown, a Bus Driver's salary shall not be reduced for the first five (5) consecutive working days that the school or route is not in operation. After five (5) consecutive working days the Employees salary shall be reduced by one (1) working day for each day the school or route is not in operation. (The term "system wide" does not include or apply to buses or bus routes contracted to other school jurisdictions.)

ARTICLE 15 - EXTRA CURRICULAR, ADDITIONAL FIELD TRIPS

- 15.1 Drivers involved in extracurricular trips, field trips and service trips shall receive pay for driving at the rate reflected in Article 12.6.1. No trip shall pay less than one (1) hour's wages.
- 15.2 Stand-by Time Payment
- 15.2.1 Stand-by time for these trips shall be at the rate reflected in Article 12.6.1.
- 15.2.2 Extracurricular and field trips completed in one (1) day will receive actual stand-by time.
- 15.2.3 Overnight Field Trips will receive eight (8) hours stand-by time on the first day and every subsequent day receive a maximum of eight (8) hours stand-by time, except on the final return trip day, where stand-by time will be the actual hours.
- 15.2.4 When a driver has been summoned to court as a witness to a violation of the *Highway Traffic Act* or for any incident that occurred during their line of duty for the Employer, they may be compensated at the effective hourly rate.

ARTICLE 16 - LONG SERVICE RECOGNITION ENTITLEMENT

- 16.1 For the purpose of this article Long Service Entitlement is defined as a retention incentive for regular bus drivers who are actively driving for PRSD.
- 16.2 A regular driver shall qualify for Long Service Entitlement when their continuous service with the Employer is more than three (3) years. The entitlement is based on seventy-four dollars and thirteen cents (\$74.13) per completed year of service.
- 16.3 Completed year of service shall include each day the Bus Driver is paid, including driving days, paid sick days and general holidays and is calculated on June 30th of each year to the nearest tenth (10th).
- 16.4 The completed years of service calculation will be used to determine the long service entitlement to be paid in the following school year on a monthly basis. Long service entitlement will be paid on a pro-rate basis with the 1/10th monthly payment.
- 16.5 Long Service Entitlement is not to be included in the calculation of vacation pay.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

- 17.1 An Employer shall, have the right to request Union representation at any time when involved in a discussion with the Employer under this article.
- 17.2 The Employer agrees to consider this process in the spirit of cooperation, rather than in the spirit of punishment, and shall endeavor to assist the Employee in improving their work file.
- 17.3 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 17.4 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a verbal or written warning to the Employee.
- 17.5 Where, circumstances permit, the Employer will schedule a disciplinary discussion with the Employee by giving them reasonable advanced notice which shall not be less than twenty-four (24) hours. At such discussion, an

Employee may be accompanied by a Representative of the Union. Should a Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.

17.6 Discipline documentation will provide the specifics of the issue(s) that gave rise to the disciplinary action, will provide direction regarding work performance expectations and timeline for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the discipline documentation will be placed on the Employee's personnel file. A copy of the discipline documentation will be forwarded to the President of the Union.

17.7 An Employee who has been subjected to disciplinary action may after twelve (12) months of continuous service from the date the disciplinary measure was invoked, request in writing to have their personnel file cleared of any record of the disciplinary action. Such request will be granted provided the Employee's file does not contain a related record of disciplinary action during the twelve (12) month period. The Employer will confirm in writing to the Employee that such action has been affected.

17.8 Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the investigation, written discharge or discipline notice to the Employee and the Union.

If the Employee concerned wishes to respond, they may do so in writing and such response will become part of the documentation. At the Employee's request, a copy of their response shall be forwarded to the Union.

ARTICLE 18 - TEMPORARY AND SPARE BUS DRIVERS

18.1 The following articles do not apply to Temporary Drivers
Article 11 – Sick Leaves
Article 16 – Long Service Recognition
Article 29– RRSP
Article 26– Layoff and Recall;
Article 28– Health Benefits

18.2 On the date of ratification if a driver is currently holding a temporary position of more than three (3) months and for the balance of the term, the Employer shall provide the following:

- Article 29 – RRSP
- Article 11 – Sick Leave
- Article 28 – Health benefits, if eligible
- Article 28 – Health Spending

18.3 The following articles do not apply to Spare Drivers

- Article 10 – Leaves
- Article 11 – Sick Leaves
- Article 16 – Long Service Recognition
- Article 29– RRSP
- Article 26 – Layoff and Recall
- Article 28 – Health Benefits

ARTICLE 19 - VACATION PAY

19.1 Effective September 1, 2019, vacation pay in lieu of vacation shall be paid monthly.

19.2 Bus Drivers who terminate employment with the Employer shall receive any vacation pay entitlement due at the time of termination.

19.3 Drivers shall receive vacation pay in lieu of vacation at the following rate:

0-1 year continuous employment	4% gross salary
2-7 years continuous employment	6% gross salary
8-15 years continuous employment	8% gross salary
16-25 years continuous employment	10% gross salary
26+ years continuous employment	12% gross salary

19.4 For the purpose of this article continuous employment means no breaks in service except on approved leaves.

19.5 All vacation periods shall be on non-operational days.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 The purpose of this Grievance procedure is to ensure the Grievance is processed in an expeditious manner.
- 20.1.1 The parties agree that the time limits set forth in this article shall be mandatory unless the parties mutually agree to extend timelines in writing, exclusive of Saturday, Sunday, Named Holidays and non-instructional days (any day students are not scheduled to be in school).
- 20.1.2 If the Employer fails to comply with the time limits, the grievance may be processed to the next step. If the grievor fails to comply with the time limits provided in this article, the grievance shall be considered abandoned.
- 20.1.3 At any time during this process, an Employee may be accompanied by a representative of the Union.
- 20.1.4 Any time limits contained in this article may be extended by the mutual consent, in writing, of the parties.

20.2 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance, the informal discussion may be bypassed.

20.3 Termination Grievance

Where a dispute involving termination occurs, the informal discussion may be bypassed.

In the event that a dispute occurs between the Employer and Union regarding the interpretation, application, administration or alleged violation of the agreement the following procedure shall be followed:

20.3.1 Informal Discussion

Such complaint shall first be discussed by the complainant within ten (10) consecutive working days from the date of the incident giving rise to the grievance, or from the date the grievor should have been reasonably aware of the incident, whichever is later, with their supervisor, with the objective of resolving the matter informally.

20.3.2 Step 1

The Employer and the Union recognize there may be value in having further discussions related to an issue that has been presented by an Employee as a grievance. In addition to the requirements of the grievance procedure, by mutual agreement the Employer may meet with the grievor and their Union representative, with the objective of resolving the matter. Where the parties have met under this provision, the Employer shall communicate its response to the grievor and the Union within five (5) consecutive working days of their meeting.

20.3.3 Step 2

If the grievor is not satisfied with the disposition of the grievance or if no decision has been rendered within five (5) consecutive working days of raising the matter with their supervisor, the grievor and/or the Union **on** behalf of the grievor may file the grievance in writing to the Secretary-Treasurer or designate. Such written submission shall be made within five (5) consecutive working days of the Informal Discussion response. Such submission shall set out the name of the grievor(s) particulars regarding the nature of the grievance, the articles of this agreement which are alleged to have been violated, and the remedy sought. The grievor shall be offered the opportunity to meet with and present their concerns to the Secretary-Treasurer or designate, either directly or through Union representation, with the objective of resolving the matter.

20.4 Grievance Mediation

The Employer and the Union agree to consider “Grievance Mediation” as an alternative disputes resolution process for those issues that have been or may be referred to an Arbitration Board. Grievance Mediation shall be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the results of such mediation are not binding, nor do they preclude continuing with the arbitration process. Selection of a Mediator shall be completed by mutual agreement between the Employer and the Union. Each party to the grievance mediation shall bear in equal proportions the expense of the Mediator.

20.5 Arbitration

- 20.5.1 In the event the grievance is not resolve to the satisfaction of the Union, within ten (10) consecutive working days following receipt of the Step 2 response, the grievor and/or the Union on behalf of the grievor may by written notice require the establishment of an arbitration board as hereinafter provided.
- i. Such notice must be given to the Secretary-Treasurer or designate within ten (10) consecutive working days after the Step 2 response.
 - ii. Concurrently with the notice by the Union to the Secretary-Treasurer or designate requiring the establishment of an arbitration board, the Union shall name its nominee to the arbitration board, and the recipient of the notice shall within fifteen (15) consecutive working days of receipt inform the other party of its nominee to the arbitration board.
 - iii. The two (2) nominees so appointed shall within fifteen (15) consecutive working days of the appointment of the second of them, appoint a third person who shall be Chairperson of the arbitration board. Alternatively, the grievance may, by mutual agreement of the Employer and the Union, be referred to a single Arbitrator as per the Labour Relations Code. In the event of failure to agree on the appointment of a Chairperson, any party may request the Director of Mediation Services make the necessary appointments.
- 20.5.2 The arbitration board shall hear and determine the grievance and shall issue an award in writing.
- i. Such award shall be final and binding upon the parties and any Employee affected by it.
 - ii. The decision of a majority of the arbitration board is the award of the board, but where there is no majority (or unanimity) the decision of the Chairperson governs and shall be deemed to be the award of the board.
 - iii. The arbitration board by its decision shall not alter, amend or change the terms of this agreement.
 - iv. Each party to the grievance shall bear in equal proportions the expense of the Chairperson

ARTICLE 21 - SENIORITY

- 21.1 Seniority as a Regular Driver shall be defined as the length of service in the bargaining unit from date of hire.
- 21.2 After the completion of the probationary period, seniority for temporary and spare drivers shall be effective as of the last date of hire as determined by their accumulated services.
- 21.3 Days accumulated during Temporary or Spare driving shall be recognized for seniority purposes when a Temporary or Spare Driver applies for Regular Driver Status. Total accumulation shall be based on days driven rather than date of hire.
- 21.4 The Employer shall provide the Union with an up to date seniority list once per year, on October 15th.
- 21.5 An Employee shall lose their seniority in the event:
- i) The Employee is discharged for just cause and is not reinstated.
 - ii) The Employee resigns in writing and does not withdraw within two (2) instructional days.
 - iii) The Employee has not worked for a period greater than twelve (12) consecutive months.
- 21.6 Seniority shall cease to accrue during unpaid leaves of absence in excess of thirty (30) calendar days excluding unpaid leaves such as maternity leave and unpaid sick leave.

ARTICLE 22 - JOB POSTINGS AND STAFF CHANGES

- 22.1 Where possible, Employees shall provide the Employer thirty (30) days notice in writing of their intention to resign.
- 22.2 When a vacancy occurs resulting from a resignation or termination of employment or when a new bus route is created, job postings will be posted online, in bus garages and schools. Temporary vacancies of more than thirty (30) working days shall be posted for one week.
- 22.3 Bargaining unit applicants will be given first preference for all job postings as long as they meet the hiring criteria for filling vacant routes.
- 22.4 Seniority shall be the deciding factor when all other relevant factors in assessing applicants, as provided in the Employer's hiring criteria for filling vacant routes, are considered equal.

- 22.5 The Union shall be notified in writing of all staff and route changes on a monthly basis.
- 22.6 There shall be no trading of routes or route numbers, on a permanent basis. Nothing in this Agreement prohibits the Employer from reassigning and reconfiguring routes or route numbers or Employees in grieving such action by the Employer.
- 22.7 Trading may only be done in an emergent situation or short-term change, such as vacation replacement, by mutual agreement of the parties, with approval of the Employer.

ARTICLE 23 - SUBROGATION CLAUSE

- 23.1 Definitions (for the purposes of this article only):
- 23.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the Employee was absent from work.
- 23.1.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgment Interest Act, SA 1984, c.J-0.5, and amendments and regulations thereto.
- 23.1.3 Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the Employee agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- 23.1.4 Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Employee by the Employer.
- 23.1.5 Employee means an Employee in respect of whom the Employer has incurred a Cost of Absence, and includes the Employee's Personal Representative, Trustee, Guardian or the Estate of the deceased Employee.
- 23.2 In the event that the Employer incurs a Cost of Absence as a result of an act or omission of a third party, the Employer is subrogated to any right or recovery of the Employee from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:
- 23.2.1 The Employee shall advise the Employer in advance of the Employee's intention to initiate any claim in which an act or

- omission of a third party has resulted in the Employer incurring a Cost of Absence;
- 23.2.2 The Employee shall upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the Employee's claim;
- 23.2.3 The Employer shall have the right (but not the obligation) to maintain an action in the name of the Employee and engage a solicitor (including the Employee's solicitor) to recover the Cost of Absence;
- 23.2.4 The Employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;
- 23.2.5 The Employee will not settle their claim without the prior written consent of the Employer as to the amount of the Cost of Absence to be recovered by the Employer;
- 23.2.6 Upon resolution of the amount of the Cost of Absence payable to the Employer, the Employer may, upon default of payment by the Employee following demand by the Employer offset the agreed upon amount of the Cost of Absence payable to the Employee by the Employer;
- 23.2.7 The Employee shall not release any third party from the Cost of Absence without the consent of the Employer; and
- 23.2.8 The Employer's consent to settlement shall not be unreasonably withheld.
- 23.3 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of the Cost of Absence, the Employee shall, as of the date of Settlement or Judgment, pay the full Cost of Absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.
- 23.4 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to a portion of the Cost of Absence, the Employee shall as of the date of Settlement or Judgment, pay to the Employer, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.

- 23.5 The Employee will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provision of this article.
- 23.6 In exercising any of its rights under this clause, the Employer shall have due regard for the interests of the Employee.
- 23.7 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of, or a portion of the Cost of Absence, and where the Employee has paid to the Employer the Cost of Absence (whether all or a portion), the Employer shall reinstate to the Employee the number of sick days used during the absence in an amount equivalent to the proportion of the Cost of Absence recovered (whether all or a portion).

ARTICLE 24 - LAYOFF & RECALL

- 24.1 When a layoff occurs due to consolidation of routes, the affected Employee with the least seniority shall be the laid off driver.
- 24.2 When routes are reconfigured or consolidated, first consideration for assignment to the routes will be given to the driver affected who has the most seniority provided the Employee resides within fifteen (15) kilometres of the bus route.
- 24.3 Where a bus driver is laid off, the laid off bus driver may, within ten (10) working days of being notified of a layoff, displace the least senior bus driver provided the laid off bus driver resides within fifteen (15) kilometres, by road, of the least senior bus driver's route or is willing to drive to a point on the route authorized by the Employer to pick up the bus.
- 24.4 Drivers who are laid off shall, in accordance with other seniority provisions in this Agreement, be given first choice of employment should a bus route become available within a two (2) year period from date of layoff.
- 24.5 Refusal to accept offers of employment to bus routes where the Employee resides more than fifteen (15) kilometers from the bus route, shall not limit the Employee's right of recall. The Employee shall be considered terminated, and the Employer shall have no further obligations to offer employment, where an Employee refuses to accept an offer of employment to a bus route where the Employee resides within fifteen (15) kilometers of the bus route.

24.6 Notwithstanding clause 24.5, refusal by an Employee to accept an offer of employment to a bus route where the Employee resides within fifteen (15) kilometers of the bus route, but would not be permitted by the Employer to park the bus at their residence, shall not limit the Employee's right of recall.

ARTICLE 25 - NORTHERN TRAVEL BENEFIT

25.1 For the purposes of this agreement, ten percent (10%) of the annual salary as set out in Article 12.2 to a maximum of four thousand dollars (\$4,000.00) shall be considered to be a Travel Assistance Benefit paid. In this amount shall be indicated as such in the appropriate box on the Annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Employer.

ARTICLE 26 - DRIVER TRAINING AND PROFESSIONAL DEVELOPEMNT

26.1 Additional salary shall be paid only for attendance at training and professional development activities specified as compulsory by the Employer. Salary for attending these activities and similar ones of discretionary nature, with prior approval of the Employer, shall be paid at the hourly rate in accordance with Article 15. Online courses taken, with prior approval by the Employer and with evidence of completion, shall be paid in accordance with Article 15.

ARTICLE 27 - RETROACTIVITY CLAUSE

27.1 An Employee who was employed within the bargaining unit, between September 1, 2018 and the date of ratification by both parties, and has subsequently left the employment of the Employer, will be eligible to receive any applicable retroactive pay if the individual applies in writing to the Employer within thirty (30) calendar days of the date of ratification.

ARTICLE 28 - HEALTH BENEFITS

28.1 Extended Health Care Plan

Effective September 1, 2019, the Employer shall pay one hundred percent (100%) of the premiums for the Alberta School Employee Benefit Plan Extended Health Care Insurance Plan 1 for the school year. Eligibility for participation in this plan shall be subject to the master policies of ASEBP.

28.2 Health Spending Account

Effective September 1, 2020, the Employer shall provide each Regular Driver with an ASEBP Health Spending Account of six hundred (\$600.00) yearly.

ARTICLE 29 - RRSP

29.1 The Employer shall contribute an amount per month, and the Employee shall contribute the same amount per month, over ten months towards an RRSP, as designated by the driver based on the RRSP option plans made available by Employer. The amount per month is \$74.18.

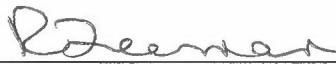
IN WITNESS HEREOF the Employer and the Union have executed this Agreement this 10 day of December, A. D., 2019.

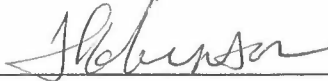
On Behalf of Peace River School
Division

On Behalf of the Canadian Union of
Public Employees local 4839











LETTER OF UNDERSTANDING #1

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

And

PEACE RIVER SCHOOL DIVISION

Re: Online Courses Lump Sum Payment

The parties agree to this letter of understanding which will become effective date of ratification.

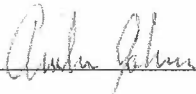
Article 12.6.5 The Employer shall compensate all bus drivers yearly for compulsory online course, in the December pay period, at 4.5 hours based on the allotted PSW timelines, Article 12.6.1

Should additional courses be required, the Employer will pay all bus drivers the additional allotted time according to PSW at their hourly rate immediately upon completion.

On Behalf of Peace River School Division.

On Behalf of the Canadian Union of
Public Employees local 4839











Date: December 10, 2019

Date: Dec 7, 2019

LETTER OF UNDERSTANDING #2

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

And

PEACE RIVER SCHOOL DIVISION

Re: The Process for filling Vacant Routes by Peace River School Division for Bus Drivers

The Employer and the Union agree that Article 22 Job Postings and Staff Changes in the main body of the Collective Agreement is amended as follows only for bargaining unit members who apply for vacancies.

The process for filling a vacancy shall be as follows:

Following the closing date for applications, the Employer shall:

1. Create a full list of applicants from the bargaining unit, by seniority, as defined in Article 21 in descending order.
2. Definition of Bargaining Unit Member for the purposes of hiring under this Collective Agreement, is a bus driver hired under this Collective Agreement as of their date of hire as a driver.
3. The Employer will go down the list of applicants, in order of seniority. The most senior applicant who:
 - Either lives on or is within ten (10) kilometres of the route or is willing to pick the bus up in town or pick up the bus within ten (10) kilometres of the route; and
 - both meets qualifications of the position, and who scores to an acceptable level on the hiring criteria which shall be attached to this agreement; and
 - has not already changed routes in the past year, unless mutually agreed upon when hired that if a route becomes available closer to the Employees residence, within the year, the Employee can apply for that route and will be offered the position.

4. All applicants who do not receive the position due to failing to meet the qualifications shall be notified of the qualification they failed to meet.
5. The Union shall be notified of the successful applicant.
6. The successful applicant shall be allowed to drive the new route for three (3) days before deciding to keep the route or return to their original route
7. If no applicants meet the criteria under number 3 the route may be offered to the driver who lives closest to the route with the understanding that if a route is posted in the future where the driver lives within ten (10) kilometres of such route. they will be assigned to that route.
8. If no applicants meet the above mentioned criteria for the route, then management may choose to re-advertise the position internally and eternally or award the position to the most qualified applicant, pending training as laid out by management.

Business process accepted as presented by Local 4839.

On Behalf of Peace River School Division.

On Behalf of the Canadian Union of Public Employees local 4839











Date: December 10, 2019

Date: Dec 7, 2019