

DIVISION BUS DRIVER AGREEMENT

THIS AGREEMENT entered into this 19 day of June, 2019.

BETWEEN:

**THE BOARD OF TRUSTEES OF GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION
NO. 77**

(Hereinafter referred to as the "Division")

Of the First Part

- And -

**THE ASSOCIATION OF SCHOOL BUS DRIVERS OF THE GRANDE YELLOWHEAD
PUBLIC SCHOOL DIVISION NO. 77**

(Hereinafter referred to as the "Association")

Of the Second Part

WHEREAS the Association has been formed by people employed by the Division as school bus drivers for the purpose of negotiating collectively with the Division;

AND WHEREAS the Division has granted the Association voluntary recognition as a bargaining agent for the employees described as school bus drivers;

AND WHEREAS the Division and the Association desire that these matters be set forth in an agreement to govern those terms of employment as have been the subject of negotiations between the parties.

NOW THEREFORE the parties enter into this Agreement and desire to set out the terms and conditions of the relationship for their mutual benefit as follows:

ARTICLE I - DEFINITIONS

- 1.1 Agreement** means this Agreement, together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties.
- 1.2 Bargaining Unit** means those persons who are employed by the Division for the purpose of transporting pupils to and from schools on regular morning and afternoon routes.
- 1.3 School Year** means the period beginning on the 20th day of August of one calendar year and ending on the 10th day of July of the following calendar year.
- 1.4 School Days** means those days that schools are in operation for the instruction of students in a School Year.
- 1.5 Permanent Full-Time Driver** means a driver who is employed by the Division to drive every school day of the school year except on such days as he or she requests, for personal or health reasons, to be relieved of his or her regular duties with the approval of the Division where this applies.

- 1.6 **Temporary Full-Time Driver** means a spare driver who is employed by the Division on a term specific assignment to cover the extended leave of a permanent full-time driver. A temporary full-time driver is required to drive every school day of the school year except on such days as he or she requests, for personal or health reasons, to be relieved of his or her regular duties with the approval of the Division where this applies
- 1.7 **Driver Instructor** means a certified S Endorsement Instructor responsible for the training and orientation of new employees including; Instruction for ongoing Professional Development or evaluations as per the Alberta School Bus Driver's Improvement Program and Grande Yellowhead Public School Division Driver Training Program
- 1.8 **Spare Driver** means a driver who is employed by the Division on a day to day basis. A spare driver must drive at least one (1) run (equal to one half (½) day) every six (6) months. A driver not meeting this minimum will be deemed to have resigned.
- 1.9 **Sick Leave** means the period of time when an employee is absent from work due to a disability, medical appointment or illness for which the employee is not compensated under the Workers' Compensation Act.
- 1.10 **Probationary Period** - The probationary period of all new drivers hired shall be one (1) year commencing on the first day of employment. The probationary period for a spare or new driver assigned to a regular route will be sixty (60) school days. The Division reserves the right to extend the probationary period if required.
- 1.11 **Required Service** – Permanent full-time and temporary full-time drivers are required to drive a minimum of three hundred and thirty (330) runs (equal to one hundred and sixty five (165) days) per school year. Should the driver be assigned to permanent full-time or temporary full-time status following the end of the first school day, this requirement will be reduced pro rata according to the driver's start date.

ARTICLE II - RECOGNITION AND NEGOTIATION

- 2.1 The Division recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit.
- 2.2 No person covered by this agreement shall be required or permitted to make any verbal or written agreement with the Division outside the terms of this agreement.
- 2.3 The Association shall promptly advise the Division of the names of the members of its negotiating committee and of subsequent changes in the said committee.

ARTICLE III - SICK LEAVE

- 3.1 Permanent full-time and temporary full-time drivers shall accumulate two (2) days of sick leave per month to a maximum of twenty (20) days per year, the unused portion of which shall accumulate to the driver's credit to maximum of ninety (90) working days. Paid statutory holidays shall be considered as working days for the purpose of calculating sick leave.

- 3.2 After having been on sick leave for more than five (5) consecutive school days, a driver may be required to submit a medical certificate which includes the medical practitioner's estimated date the employee will return to work.
- 3.3 All accumulated sick leave credits shall be forfeit when a school bus driver ceases to be employed by the Division.

ARTICLE IV - LEAVES OF ABSENCE

- 4.1 The parties agree that leaves of absence for school bus drivers shall be administered in accordance with Division policy.

ARTICLE V - GUARANTEED WORK YEAR

- 5.1 Permanent full-time and temporary full-time drivers shall be guaranteed remuneration for all school days excepting those days requested as personal leave and those days on which the driver has served on a charter trip, as defined in 8.3, rather than his/her regular route.

ARTICLE VI - HOLIDAYS

- 6.1 Permanent full-time and temporary full-time drivers shall have leave with pay on the following named holidays in accordance with the Labor Standards Code:

New Year's Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	December 24
The first weekday of Spring Break	Christmas Day
Victoria Day	Boxing Day
Labor Day	

- 6.1.1 To be eligible for pay on the above named holidays, drivers:
- Must have worked for the same employer for 30 working days in the 12 months before the named holidays;
 - Must not refuse to work on a named holiday if requested to do so; and
 - Must not be absent without the employer's consent on the employee's last regular working day preceding or first regular working day following the named holiday.
- 6.2. Permanent full-time and temporary full-time drivers shall earn vacation pay in lieu of vacation entitlement as follows, and vacation pay shall be added to each pay cheque.
- during the first to sixth (inclusive) vacation years of employment, six percent (6%) of regular earnings.
 - during the seventh to eleventh (inclusive) vacation years of employment, eight percent (8%) of regular earnings.
 - during the twelfth and subsequent vacation years of employment, ten percent (10%) of regular earnings.

- 6.2.1 Spare drivers shall earn vacation pay in lieu of vacation entitlement and vacation pay shall be added to each pay cheque at the rate of six percent (6%) of regular earnings.

ARTICLE VII – SENIORITY AND JOB SECURITY

7.1 Permanent Full-time Drivers

- 7.1.1 Seniority commences on the date of appointment as a permanent full-time driver and accumulates monthly until the driver resigns or refuses a recall or, while on lay-off, refuses three consecutive requests to serve as a spare driver.
- 7.1.2 Layoffs are in reverse order of seniority.
- 7.1.3 Recalls are in order of seniority.
- 7.1.4 After the summer lay-off, a permanent full-time driver will be recalled to the route he/she operated at the time of lay-off, if the route still exists.
- 7.1.5 In the event a route is eliminated, the permanent full-time driver of the eliminated route may request to transfer to a route held by a less senior driver. A permanent full-time driver displaced by such a transfer will also be allowed to request transfer to a route held by a less senior driver. Such requests shall be made to the Director of Transportation Services subject to clause 8.2.1 and shall not be unreasonably denied.
- 7.1.6 A permanent full-time driver on lay-off shall be placed at the top of the spare driver seniority list.
- 7.1.7 A permanent full-time or temporary full-time driver who resigns from a route but wishes to become a spare driver shall be placed at the bottom of the spare driver seniority list.

7.2 Spare Drivers

- 7.2.1 Seniority commences on the first date of employment as a spare driver and accumulates until the driver resigns or is awarded a regular route as a permanent full-time driver.

ARTICLE VIII - SERVICE AND ROUTES

- 8.1 All work-related instructions to the drivers shall be given through the Director of Transportation Services or designate.
- a) The Director of Transportation Services has the sole authority to establish, alter, and eliminate routes.
 - b) Drivers shall participate in the Division's annual Route Review Process (Schedule B) and provide information pertaining to route adjustments as required each year.
 - c) Student lists are to be verified and returned to the Transportation Department by September 15th and updated as required.

- d) Drivers will not transport children who have not been registered with the Transportation Department.
- e) Permanent full-time or temporary full-time drivers are required to complete the annual Route Assessment form and report all safety concerns to the Transportation Department as required.

8.2 Division Routes

8.2.1 Assignments of drivers to divisional school bus routes shall be made by the Director of Transportation Services and, in making such assignments shall give consideration to the following:

- a) The additional deadhead kilometers due to the distance a driver lives from the route;
- b) Driver qualifications, certifications and required courses must all be up to date; and
- c) Satisfactory review of the employees current records and
- d) Seniority as follows:

Permanent full-time drivers, in order of seniority and upon application, shall be given priority for any vacated or newly created route.

Spare drivers, according to seniority with Grande Yellowhead Public School Division.

8.2.2 The Director of Transportation Services or designate shall compute the daily route distances for each assigned route. The combined kilometers for the morning and afternoon run shall represent the maximum kilometers payable on the assigned route for each school day.

- a) The distance for the morning run will be calculated from the point of the first morning pick-up by regular routing to the point of the last morning drop-off and back to the point of the first morning pick-up by the shortest or most direct route for the morning run.
- b) The distance for the afternoon run will be from the point of the first afternoon pick-up by regular routing to the point of the last afternoon drop-off and back to the point of the first afternoon pick-up by the shortest or most direct route.

8.2.3 The route length on any School Day in a month shall be deemed to be equal to the route length as determined in section 8.2.2 above on the last school day of the month.

8.2.4 The Director of Transportation Services shall retain the right to replace any driver when it is determined that the driver has not met the Required Service. In such cases the driver will be deemed to have resigned from their route.

8.3 Charter Trips

- 8.3.1 A charter trip is defined as an exclusive trip that is requested and used for a specific purpose and for a specified time.
- 8.3.2 All charters to or from a given school or school attendance area shall be allotted on a rotating Trip Board System. The Trip Board System shall, at the driver's request, include permanent full-time and temporary full-time drivers as well as spare drivers.
- 8.4 All requests for divisional bus transport shall be referred to the Director of Transportation Services or their designate.
- 8.5 Only approved Grande Yellowhead Public School Division drivers, or approved contractors shall transport students on school-related activities in school buses.

ARTICLE IX- WAGES AND BENEFITS

9.1 Wages

- 9.1.1 Drivers on regular routes shall be paid as per Schedule "A" for each day operated and for each day for which the driver qualifies under Articles III and V.
- 9.1.2 Rates for the 2018/19, 2019/20 and 2020/21 school year will be in accordance with Schedule "A" of this agreement.
- 9.1.3 Drivers on regular routes shall not suffer a loss of earning for failure to operate a route where such failure is due to mechanical failure of the bus, inclement weather, or hazardous road conditions.
- 9.1.4 Drivers operating on a charter trip shall be paid at the hourly rate as per Schedule "A" and are subject to division policy.
 - a) Shall be paid for a minimum of two (2) hours if employed for less than two (2) hours; or
 - b) Where such charter exceeds two (2) hours, the driver shall be paid for one (1) additional hour for their pre-trip, post-trip, refueling and cleaning of the bus; and
 - c) Shall be entitled to reimbursement for accommodation for overnight trips and meal allowances at current divisional rates as per the Administrative Procedures of the Division.
- 9.1.5 If the trip is cancelled within 24 hours of the scheduled departure time, the driver will receive pay for two hours and the spare driver may not be cancelled by the regular driver unless mutually agreed by both drivers.
- 9.1.6 Spare drivers shall be paid for their personal mileage when covering a regular route when required to pick up a permanent full-time driver's assigned bus, provided that such mileage is recorded on an expenses claim and submitted at the end of the month for which the expense is claimed. Such reimbursement shall be at the division rate in effect at the time, and shall be paid as a single roundtrip between the spare driver's

residence and the location of the permanent full-time driver's assigned bus regardless of the period of time between when the spare driver commences to cover the route and ends that coverage. Spare drivers are therefore encouraged to keep the bus during the day and overnight when required to drive for consecutive days.

9.1.7 Upon initial hire, a spare driver shall be entitled to a total of five (5) ride-alongs on separate routes in order to familiarize themselves with the routes and procedures. One ride-along is either a morning or an afternoon run. A spare driver shall be paid for each ride-along at one half ($\frac{1}{2}$) of the rate that they would otherwise receive if covering the route. Additional ride-alongs must be pre-approved by the Director of Transportation Services.

9.1.8 Where a driver parks a bus at their residence and is required to have the bus plugged in, they will be reimbursed at the rate as per Schedule "A" provided that such expense is recorded on an expense claim and submitted at the end of the month for which the expense is claimed.

9.2 Benefit Package

Permanent full-time and temporary full-time drivers are entitled to the following benefits.

9.2.1 The Division shall make available the Alberta School Employee Benefit Plan Schedule II or equivalent;

Plan D - Life, accidental death, dismemberment, and long-term disability insurance
Plan 3 - Vision 350/Hearing 500 (Alberta School Employee Benefit Plan)
Plan 1 - Extended Health Care
Plan 3 - Dental

9.2.2 The Division agrees to contribute One Hundred percent (100%) of the monthly premium for each participating permanent full-time and temporary full-time drivers from September 1 of each year to June 30 of the following year, subject to meeting eligibility requirements of the benefit provider.

9.2.3 Permanent full-time drivers may, at their own expense, continue their benefit coverage over the months of July and August of the same school year provided they have signed an agreement for payroll deductions dated on or before September 30th of that year.

9.3 The Division shall reimburse all permanent full-time, temporary full-time and spare drivers for their medical examination to renew their driver's license as to operate a school bus, provided a receipt and photocopy of the new driver license is submitted on a completed expense form.

9.4 Employees will be responsible for the cost of any benefit premiums due after 90 consecutive calendar days of sick leave.

9.5 Employees in receipt of compensation for a WCB leave will be responsible for the cost of any benefit premiums while on leave.

ARTICLE X - GRIEVANCE PROCEDURE

- 10.1 The procedure for adjusting and settling all questions, disputes and controversies arising from this Agreement shall be as follows:

STEP 1

- 10.2 Step 1 of any grievance by an employee shall be provided in writing, to the Director of Transportation Services within 15 calendar days of the incident giving rise to the grievance. The employee shall provide details and concerns relating to the incident and agree to meet and discuss the incident with the Director of Transportation Services, with intent to peacefully resolve the matter.

STEP 2

- 10.3 Failing to settle the grievance under the terms of Step 1, the employee shall, within 10 calendar days of the meeting with the Director of Transportation Services, notify the Secretary Treasurer of their intent to proceed to Step 2 of the grievance procedure. Such notice shall be in writing and disclose the nature of the grievance, articles of the agreement alleged to have been violated including any documentation and details taken in Step 1.

STEP 3

- 10.4 If after the conclusion of Step 2, the employee is not satisfied with the outcome they may proceed to Step 3 and shall, within 10 calendar days of the decided outcome in Step 2 file notice with the Deputy Superintendent, of their intent to proceed to Step 3. The matter may then be taken before the grievance committee comprised of two representatives of the Board, two representatives of the Association, and a Chairman acceptable to both parties. The majority decision of this committee shall be final and binding on both parties.
- 10.5 The Division and the Association shall share equally any reimbursable expenses incurred by the Chairman of the Grievance Committee.
- 10.6 At any time during this process, an Employee may be accompanied by a representative of the Association.

ARTICLE XI - TERM OF AGREEMENT


- 11.1 This Agreement shall take effect on September 1, 2018 and shall expire on August 31, 2021. Either party to this Agreement may give notice to terminate or amend this Agreement not more than one hundred eighty (180) nor less than sixty (60) calendar days prior to the termination date hereof.
- 11.2 Where such notice requests revisions only, such notice shall state specifically the revisions requested and negotiations shall be restricted thereto unless the Parties otherwise mutually agree.
- 11.3 The Parties to this Agreement may, at any time during the existence of this Agreement, mutually agree to any amendments to the said Agreement.

ARTICLE XII – CONDITIONS OF EMPLOYMENT

12.1 All Division drivers shall be familiar and comply with Division Policies and Procedures; Municipal, Provincial and Federal legislation and regulations related to the operations of commercial drivers and vehicles for the purposes outlined in this agreement. Specifically but not exclusively, the following:

- a) Policy 17 Student Transportation Services
- b) AP 550 Transportation Safety
- c) AP 551 Co-Curricular and Extra-Curricular Bus Transportation of Students and
- d) Grande Yellowhead Fleet, Safety and Maintenance Program Manual

SIGNED ON THE AFOREMENTIONED DATE ON BEHALF OF:



President



Secretary

**SCHOOL BUS DRIVERS ASSOCIATION
GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION NO. 77**



Secretary Treasurer



Board Chair

**THE BOARD OF TRUSTEES
GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION NO. 77**

SCHEDULE "A"

September 1, 2018 to August 31, 2021

This Schedule "A" is attached to and forms part of a Collective Agreement between the Division and the Association of School Bus Drivers of Grande Yellowhead Public School Division No. 77.

1. Drivers of regular morning and afternoon routes shall be entitled to the following;
 - a) A daily base rate of \$80.57 in the 2018/19 school year.
A daily base rate of \$80.97 in the 2019/20 school year.
A daily base rate of \$81.37 in the 2020/21 school year.
 - b) Routes will pay an additional km rate of \$.23 for all kms in excess of 50 kms per day
 - c) A driver who drives only the morning or the afternoon route shall be entitled to one half (½) the total daily route pay
2. The hourly rate for all other services including, but not exclusive to, charter trips, shall be \$18.00 per hour
3. Hourly rates for the Driver Instructor will be paid at \$23.00 per hour for the term of the contract
4. Permanent full-time drivers who meet the required service in a school year are eligible to receive the seniority bonus, to be paid on a separate payment immediately following year end payroll in July. The bonus is as follows:

1 to 4 years	\$300.00
5 to 9 years	\$550.00
10 to 14 years	\$650.00
15 to 19 years	\$750.00
20 to 24 years	\$850.00
25 to 29 years	\$950.00
30+ years	\$1,050.00

Drivers not meeting the required service will have their seniority bonus reduced by 1/185, for each personal day taken in excess of 20 personal days in any school year.

5. Bus plugins are to be reimbursed to the driver who parks the bus at home, at a rate of \$40.00 per month for the months November to March. Drivers may claim \$2.00 per day for days when the bus is actually plugged in during other months.
6. Where approved by the Director of Transportation Services, a driver required to wash their bus at their personal residence shall be reimbursed at a rate of \$17.00 per week.

To be eligible for the weekly bus wash rate drivers must have a pressure washer or other approved wash equipment available at the residence. The bus wash pay will cover cost of power, water and supplies for washing the bus at the drivers' residence.