

**DIVISION BUS DRIVER AGREEMENT**

**BETWEEN**

**GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION**

**AND**

**THE ASSOCIATION OF SCHOOL BUS DRIVERS OF THE GRANDE YELLOWHEAD PUBLIC  
SCHOOL DIVISION**

**SEPTEMBER 1, 2021 TO AUGUST 31, 2025**

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## DIVISION BUS DRIVER AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

BETWEEN:

### GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION

-(Hereinafter referred to as the "Division")

Of the First Part

— And —

### THE ASSOCIATION OF SCHOOL BUS DRIVERS OF THE GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION

(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 year aligned with the school year defined by the Division.

- 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 instructional day of the school year except on such days as they request, for personal or health reasons, to be relieved of their 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 instructional day of the school year, during the term specified on the assignment, except on such days as they request, for personal or health reasons, to be relieved of their regular duties with the approval of the Division where this applies
- 1.7. **Spare Driver** means a driver who is employed by the Division on a day to day basis. This agreement does not apply to Spare Drivers unless specifically defined in the agreement.
- 1.8. **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.
- 1.9. **Probationary Period** - The probationary period of all new drivers hired shall be one (1) year commencing on the first day of employment. The Division reserves the right to extend the probationary period if required.
- 1.10. **Required Service** — Permanent full-time and temporary full-time drivers are required to drive in accordance with the instructional school days set by the Division's approved school calendar each 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 - MANAGEMENT RIGHTS**

- 2.1. The Employer reserves all rights not specifically restricted by the terms of the Agreement.
- 2.2. The Employer reserves the right at its sole discretion to terminate the employment of any Employee within the scope of this agreement upon serving not less than thirty (30) calendar days' notice upon the employee of such termination.

## **ARTICLE III - RECOGNITION AND NEGOTIATION**

- 3.1 The Division recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit.
- 3.2 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.

3.3 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 IV - SICK LEAVE**

- 4.1 Permanent full-time and temporary full-time drivers shall accumulate two (2) working days of sick leave per month to a maximum of twenty (20) working days per year, the unused portion of which shall accumulate to the drivers' credit to maximum of ninety (90) working days. Paid statutory holidays shall be considered as working days for the purpose of calculating sick leave.
- 4.2 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.
- 4.3 All accumulated sick leave credits shall be forfeit when a school bus driver ceases to be employed by the Division.

**ARTICLE V - LEAVES OF ABSENCE WITHOUT PAY**

- 5.1 The parties agree that Bus Drivers may access unpaid leaves of absence based on prior approval from the Director of Transportation and Human Resources. These days include but are not limited to: family medical, compassionate, bereavement, jury duty. Administrative Procedure 408 does not apply to Bus Drivers.
- 5.2 Leaves of absence in excess of 20 days will affect a Bus Driver's Seniority bonus.

**ARTICLE VI - GUARANTEED WORK YEAR**

- 6.1 Permanent full-time and temporary full-time drivers shall be guaranteed remuneration for all instructional days excepting those days requested as Leave of Absence and those days on which the driver has served on a charter trip, as defined in 8.3, rather than their regular route.

**ARTICLE VII – NAMED HOLIDAYS**

- 7.1 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	Christmas Day
Victoria Day	Labor Day

And in addition, these general holidays shall be recognized:

- Boxing Day
- In lieu of Easter Monday, the first day of spring break.
- In lieu of Canada day, December 24.

7.2 To be eligible for pay on the above-named holidays, drivers:

- a) Must have worked for the employer for 30 working days in the 12 months before the named holidays;
- b) Must not refuse to work on a named holiday if requested to do so; and
- c) 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.

7.3 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

- a) During the first to sixth (inclusive) vacation years of employment, six percent (6%) of regular earnings.
- b) During the seventh to eleventh (inclusive) vacation years of employment, eight percent (8%) of regular earnings.
- c) During the twelfth and subsequent vacation years of employment, ten percent (10%) of regular earnings.

7.4 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 VIII - SENIORITY**

8.1 Permanent Full-time Drivers

- 8.1.1 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.
- 8.1.2 A regular Full-time Bus Driver who resigns from service with the employer and is subsequently re-employed shall have seniority only from the date of such re-employment.
- 8.1.3 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire upon termination.

8.2 Spare Drivers

8.2.1 Seniority for spare drivers commences on the first date of employment as a permanent fulltime driver.

## **ARTICLE IX – LAYOFFS AND RECALLS**

- 9.1 Layoffs are in reverse order of seniority.
- 9.2 Recalls are in order of seniority.
- 9.3 After the summer lay-off, a permanent full-time driver will be recalled to the route they operated at the time of lay-off, if the route still exists.
- 9.4 In the event of an eliminated route, the permanent full-time driver will work in consultation with the Director of Transportation to determine a similar placement.
- 9.5 A permanent full-time driver on lay-off shall be placed on the recall seniority list.
- 9.6 A permanent full-time or temporary full-time driver who resigns from a route but wishes to become a spare driver shall be placed on the spare driver list.

## **ARTICLE X - SERVICE AND ROUTES**

- 10.1 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) Student lists are to be verified and returned to the Transportation Department by September 15th and updated as required.
  - c) Drivers will not transport children who have not been registered with the Transportation Department.
  - d) 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.
- 10.2 Division Routes.
  - 10.2.1 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 employee's current records and
- d) Seniority as follows:

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

10.2.2 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 pickup 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.

10.2.3 The route length on any School Day in a month shall be deemed to be equal to the route length as determined in section 10.2.2 above on the last school day of the month.

10.2.4 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.

### 10.3 Charter Trips

10.3.1 A charter trip is defined as an exclusive trip that is requested and used for a specific purpose and for a specified time.

10.3.2 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 drivers' request, include permanent full-time and temporary full-time drivers as well as spare drivers.

10.4 All requests for divisional bus transport shall be referred to the Director of Transportation Services or their designate.

10.5 Only approved Grande Yellowhead Public School Division drivers, or approved contractors shall transport students on school-related activities in school buses.



## **ARTICLE XI - WAGES AND BENEFITS**

### **11.1 Wages**

- 11.1.1 Drivers on regular routes shall be paid as per Schedule "A", attached to and forming part of this agreement, for each day operated and for each day for which the driver qualifies under Articles IV and VI.
- 11.1.2 Rates will be in accordance with Schedule "A", attached to and forming part of this agreement.
- 11.1.3 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.
- 11.1.4 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.
- 11.1.5 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.
- 11.1.6 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 expense 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.
- 11.1.7 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 one-half (1/2) of the daily rate if they do a ride along for both morning and afternoon. A spare driver shall be paid one-quarter (1/4) of the daily rate if they do either a morning or an afternoon ride along. Additional ride-alongs must be pre-approved by the Director of Transportation Services.

11.1.8 Where a driver parks a bus at their residence and is required to have the bus plugged in, they will be provided an allowance at the rate as per Schedule "A".

## 11.2 Benefit Package

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

11.2.1 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

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

11.2.3 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 30<sup>th</sup> of that year.

11.3 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.

11.4 Employees will be responsible for the cost of any benefit premiums due after 90 consecutive calendar days of sick leave or the maximum of the sick leave credits the Driver has accrued, whichever is less.

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

## **ARTICLE XII - GRIEVANCE PROCEDURE**

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

### STEP 1

12.2 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

12.3 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

12.4 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.

12.5 The Division and the Association shall share equally any reimbursable expenses incurred by the Chairman of the Grievance Committee.

12.6 At any time during this process, an Employee may be accompanied by a representative of the Association.

## **ARTICLE XIII - TERM OF AGREEMENT**

13.1 This Agreement shall take effect on **September 1, 2021** and shall expire on **August 31, 2025**. 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.

13.2 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.

13.3 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 XIV - CONDITIONS OF EMPLOYMENT**

14.1 All Spare, Permanent and Temporary Drivers are required to;

14.1.1 Complete and pass the Functional Assessment at least every two year, unless there are extenuating circumstances, which may require a more frequent assessment schedule.

14.1.2 Maintain current first aid certification

14.1.3 Maintain a valid class one or class two license

14.2 The employer will cover the cost of above as per Administrative Procedure 448

**ARTICLE XV – POLICIES AND ADMINSTRATIVE PROCEDURES**

15.1 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.

**SIGNED ON THE AFOREMENTIONED DATE ON BEHALF OF:**

**SCHOOL BUS DRIVERS ASSOCIATION OF GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION**

Cardice Truman

Signature

Cardice Truman

Printed Name

May 13, 2022

Date

J Vanderhoek

Signature

Jerri-Lyn Vanderhoek

Printed Name

May 13, 2022

Date

**GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION**

Sean Nicholson

Signature

Sean Nicholson

Printed Name

May 13, 2022

Date



Carolyn Lewis

Signature

Carolyn Lewis

Printed Name

May 13, 2022

Date

**SCHEDULE "A"**

This Schedule "A" is attached to and forms part of an agreement between the Division and the Association of School Bus Drivers of Grande Yellowhead Public School Division

1. Drivers of regular morning and afternoon routes shall be entitled to the following;
  - a) A daily base rate of **\$81.37** in the 2021/22 school year.
  - b) A daily base rate of **\$81.78** in the 2022/23 school year.
  - c) A daily base rate of **\$82.59** in the 2023/24 school year.
  - d) A daily base rate of **\$83.83** in the 2024/25 school year.
2. Routes will pay an additional km rate of **\$0.24** for all kms in excess of 50 kms per day
3. A driver who drives only the morning or the afternoon route shall be entitled to one half (1/2) the total daily route pay.
4. The hourly rate for all other services including, but not exclusive to, charter trips, shall be **\$19.00** per hour
5. Permanent full-time drivers 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:

After the completion of the first year 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 will have their seniority bonus reduced by 1/instructional days, for each unpaid leaves of absence day taken in excess of 20 unpaid leaves of absence days in any school year.

6. Bus plugins allowances are to be-provided to the driver who parks the bus at home, at a rate of **\$45.00** per month for the months November to March. Drivers may claim **\$2.25** per day for school days when the bus is actually plugged in during other months.
7. 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.