

COLLECTIVE AGREEMENT

BETWEEN



PRAIRIE LAND REGIONAL DIVISION #25

AND



**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955**

Period: September 1, 2017 to August 31, 2020

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COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE LAND REGIONAL DIVISION #25
(hereinafter referred to as the "Employer")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, UNION LOCAL NO. 955
(hereinafter referred to as the "Union")

WHEREAS the Employer recognizes the "Union" as the sole bargaining agent for the bus drivers coming within the description of the unit of employees described in the certification issued by the Alberta Labour Relations Board #81-2006 on the 31st day of March 2006.

AND WHEREAS the Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote and support relations between the Employer and the employees covered by this Collective Agreement, and to set forth terms and conditions of employment and provide methods for fair and peaceful settlement of all disputes which may arise between them, so as to secure full employment, unrestricted operations and general stabilization of employment.

NOW THEREFORE the Employer and the Union mutually agree that the following Collective Agreement shall apply to all bus drivers, as defined herein, within the boundaries of the Prairie Land Regional Division, as follows:

ARTICLE 1:00 - MANAGEMENT RIGHTS

1:01 The Employer retains any and all rights of management that are not specifically limited by the express terms of this Collective Agreement.

ARTICLE 2:00 - UNION RECOGNITION

2:01 The Union may have Job Stewards and the Union shall provide written notice as to their Business Agent and Job Stewards to the Employer.

2:02 Access to the Employer's premises by a duly accredited officer of the Union, or Business Agent of the Union, shall occur upon the approval of the Employer. Such requests shall not be unreasonably denied.

2:03 The Employer and the Union agree that there shall be no discrimination on the basis of race, religious beliefs, colour, gender, sexual orientation, physical disability, mental disability, marital status, age, ancestry, place of origin, family status or source of income or by reason of their membership or activity in the Union.

2:04 The Union is recognized by the Employer as the sole bargaining agent for its bus drivers within the jurisdiction of the International Union of Operating Engineers, Local Union No. 955. The Employer shall not hereafter be obligated to deal with employees, either individually or in groups, as to matters within the purview of this Collective Agreement, but shall deal only with the duly authorized representative of the Union.

2:05 The Employer agrees to deduct regular Union dues from the wages of all employees covered by this Collective Agreement. Deductions shall be made monthly and forwarded to the Union by the 15th of the next month, together with a list of employees (including Social Insurance Number, their address and position) from whom deductions have been made. The Union agrees to indemnify and save harmless the Employer against any claim, demand, action, or liability arising out of the application of

this Clause. For the purposes of this Clause, "Regular Union Dues" refers to the dues uniformly and regularly paid by all bargaining unit employees covered by this Collective Agreement. All new hired Bus Drivers shall be given a copy of the current Collective Agreement.

- 2:06 All Bus Drivers hired by the Employer will be required to fill out the necessary Union membership registration paperwork and arrange to have their Union initiation fee deducted from their first pay. The Union agrees to indemnify and save harmless the Employer against any claim, demand, action, or liability arising out of the application of this Clause.
- 2:07 When Job Stewards/Union Designates attend negotiations, they shall have their regular daily wages paid for by their Employer. The Employer will then invoice the Union for the employees' time spent during negotiations.

ARTICLE 3:00 - TERM AND EFFECT DATE OF THE COLLECTIVE AGREEMENT

- 3:01 This Collective Agreement shall have effect from September 1, 2017 until August 31, 2020 and shall continue from year to year unless a new Collective Agreement is negotiated pursuant to Clause 3:02.
- 3:02 Either Party may give to the other, notice of not less than sixty (60) days or more than one-hundred and twenty (120) days prior to the expiration of this Collective Agreement, in writing, of their intent to negotiate amendments. If amendment to the expiring Collective Agreement is desired, the contents of the proposed amendments shall be transmitted in writing to the other Party at the first meeting and this Collective Agreement shall remain in force in accordance with the *Alberta Labour Relations Code* until the process of collective bargaining has been completed.
- 3:03 Notwithstanding Clause 3:02, changes in this Collective Agreement agreed upon by the Parties hereto may be made at any time, provided that such changes are properly documented in writing and executed by authorized representatives of the Parties to this Collective Agreement.
- 3:04 The Union will be responsible for distributing the Collective Agreement to each bus driver, the costs for which shall be shared equally by the Employer and the Union.
- 3:05 During emergent situations, when either a Regular Bus Driver or a Replacement Bus Driver of the Union is not available to complete the bus route, the Board reserves the right to use a non-union Bus Driver.

ARTICLE 4:00 - DEFINITIONS

- 4:01 A Regular Bus Driver; is a person employed by the Employer in a regular position for the purpose of transporting students to and from school in the Prairie Land Regional Division # 25 and who has successfully completed a probationary period of six (6) months as determined by the Employer. The probationary period may be extended for an additional three (3) months and notice of the extension will be provided to the Union.
- 4:02 A Replacement Bus Driver; is a person employed by the Employer on a casual basis and who is replacing a regular bus driver who is on approved leave. A Replacement Bus Driver shall receive the same wages and working conditions as described in Clauses 5:01 and 5:02 as the Regular Bus Driver they are replacing (i.e. home to home or school to school).
- 4.03 Seniority; shall be based upon a Regular Bus Driver's full time driving duties initial start date (i.e. day/month/year), including any current bus driver's start dates that were grandfathered.

Seniority; shall be based upon a Replacement Bus Driver's casual bus driving start date (i.e. day/month/year).

ARTICLE 5:00 - BUS DRIVERS WAGES AND WORKING CONDITIONS

5:01 The daily base rate of pay for a bus driver employed with the Employer prior to November 1st, 2006 shall be as follows;

Effective September 1st, 2017, the daily base rate of pay for a bus driver shall be a total of sixty-two dollars (\$62.00) plus forty-one cents (\$0.41) for each kilometer that exceed eighty (80) kilometers for each day of scheduled classes for students during the school year. Total kilometers shall be calculated on a home to home basis.

2018-2019 An increase of one percent (1%) in all monetary related items within the Collective Agreement.

2019-2020 An increase of one percent (1%) in all monetary related items within the Collective Agreement.

5:02 The daily base rate for a bus driver commencing employment with the Employer after October 31st, 2006 shall be as follows:

Effective September 1st, 2017, the daily base rate of pay for a bus driver shall be a total of sixty-two dollars (\$62.00) plus forty-one cents (\$0.41) for each kilometer that exceeds one-hundred (100) kilometers each day of scheduled classes for students during the school year. The total kilometers shall be calculated on a school to school basis.

2018-2019 An increase of one percent (1%) in all monetary related items within the Collective Agreement. Also the kilometer allowance increases to forty-two cents (\$0.42).

2019-2020 An increase of one percent (1%) in all monetary related items within the Collective Agreement.

5:03 The daily route distance shall be determined annually by the Employer in accordance with Employer Administrative Procedure and the provincial regulations. A preliminary route and calendar shall be provided electronically to all Regular Bus Drivers prior to the beginning of each school year. Final route information will be available at the school on the first day of classes. Regular Bus Drivers who are without a binder, will be provided one (1) to them upon request. In order to provide an accurate day rate of pay for bus drivers by the end of September, GPS verification of the school bus route kilometers must be received in the Central Office by no later than the beginning of the second week in September of any given school year. In the event that route distance changes by + or – ten percent (10%) of total daily kilometers, the Regular Bus Driver's daily rate will be adjusted.

5:04 All vacant positions will be posted internally for five (5) days for the consideration of transfers into relevant routes. Regular Bus Drivers living within that internal attendance area may request a reassignment to the vacant route. Additional costs to the Employer shall be a factor for consideration of such requests, however, such requests shall not be unreasonably denied. Where multiple requests are deemed reasonable by the Employer, and all other factors are considered relatively equal, seniority shall be the deciding factor. Should a vacant route become available, and not desired by a current Regular Bus Driver on the seniority list, then the Replacement Bus Driver shall have first preference over the open route prior to going public.

5:05 All bus drivers shall be paid over a twelve (12) month period. Payment shall be made by direct deposit to the financial institution of the bus driver's choice, on or before the 25th of each month.

The Employer provides an itemized monthly earnings statement for all bus drivers that will reflect; base rates, kilometres travelled, hourly wage rates where applicable, yearly allowances, vacation pay and deductions.

5:06 Effective September 1st, 2017 an experience allowance shall be paid to all Regular Bus Drivers employed with the Employer in accordance with the following schedule:

After 3 years of continuous employment	\$156.10 per year
After 6 years of continuous employment	\$300.17 per year
After 10 years of continuous employment	\$450.27 per year
After 15 years of continuous employment	\$504.30 per year
After 20 years of continuous employment	\$600.36 per year

For the purpose of this Clause, a year of continuous employment shall be from September 1st of a given year to August 31st of the subsequent year. These yearly allowances are to be made payable at the end of June of each year.

5:07 The Employer shall pay a plug-in allowance to each Regular Bus Driver who shall be required to plug in the bus for a minimum of four (4) hours prior to the scheduled run times when the temperature falls below plus five degrees (+5°) Celsius for diesel powered buses.

- (a) The Regular Bus Driver shall be responsible for submitting an invoice annually, prior to June 1st in any given year and will be paid out by the end of June, less four dollars (\$4.00) per day (diesel) for days in which a Replacement Bus Driver was responsible for the route.
- (b) The Replacement Bus Drivers shall be responsible for submitting an invoice annually, prior to June 1st in any given year and will be paid out by the end of June, in which they were responsible for the plug in at a rate of four dollars (\$4.00) per day.

Effective September 1st, 2017 school year a plug in allowance shall be paid to Regular Bus Drivers as follows: four hundred seventy-seven dollars and forty-nine cents (\$477.49).

5:08 Effective September 1st, 2011, bus drivers employed with the Employer will receive a responsibility allowance as per the following schedule:

46 passenger bus	\$1.00 per day
52 passenger bus	\$1.50 per day
Greater than 52	\$2.00 per day

5:09 If at any time the Employer has paid wages to a bus driver in excess of the amount due to the bus driver, the Employer may deduct an amount equal to the overpayment from any future money owing to the bus driver by the Employer. To address any issue of overpayment, the Employer will consult the bus driver prior to any deductions being made.

5:10 It is the responsibility of each Regular Bus Driver to ensure that the school bus they are driving is kept clean, both inside and outside, to the satisfaction of the Employer. In recognition of this responsibility, the Employer will pay each Regular Bus Driver an annual bus cleaning allowance of one hundred and fifty-one dollars and fifty cents (\$151.50), payable on a separate cheque at the end of June each year.

Where Employer facilities or alternate facilities approved by the Employer are not provided by the Employer, reasonable out of pocket expenses to wash the outside of the bus will be reimbursed when and as approved by the Employer.

5:11 The Employer is willing to allow a job sharing arrangement between two (2) bus drivers willing to share the driving duties of a current or future bus route. Bus drivers interested in such an arrangement must submit a joint written proposal to the Employer and the Union for consideration and approval.

ARTICLE 6:00 - VACATIONS

- 6:01 All bus drivers employed by the Employer, will have vacation pay added to each monthly cheque at the rate of;
- four percent (4%) for bus drivers with up to four (4) years of experience;
 - six percent (6%) for bus drivers with greater than four to ten (4-10) years of experience;
 - eight percent (8%) for bus drivers with more than ten (10) years of experience.

ARTICLE 7:00 - GENERAL HOLIDAYS

- 7:01 A Regular Bus Driver who performs their duties in accordance with Section 26 of the *Employment Standards Code* shall be entitled to full payment for each of the following general holidays;

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

ARTICLE 8:00 - DRIVER REQUIREMENTS

- 8:01 Regular Bus Drivers are expected to perform their own assigned bus runs. A bus driver must obtain prior approval from the Employer in order to take leave, for any purposes, from the performance of their run. The Employer, subject to operational requirements, will consider reasonable requests for leave.
- 8:02 In the event that a Regular Bus Driver cannot perform their bus run, the Regular Bus Driver must arrange for a Replacement Bus Driver from the Employer's approved list. Forms indicating the Regular Bus Driver's total absence and the Replacement Bus Driver's total replacement time must be completed and forwarded to Central Office for payment, within five (5) working days prior to the payroll cutoff date. Payroll cutoff dates shall be provided by the Employer.
- 8:03 Where the Regular Bus Driver is unable to arrange for a Replacement Bus Driver, the Regular Bus Driver must contact the Transportation Coordinator or their designate as soon as possible prior to the scheduled commencement of the run.
- 8:04 Prior to being hired, all bus drivers must submit to the Employer a current copy of their:
- (a) driver's abstract;
 - (b) driver's license;
 - (c) criminal record check;
 - (d) child welfare information systems check; and,
 - (e) current medical certificate of health.

The Employer may require a current copy of the reports identified in (a), (b), (c), and (d) at any time.

- 8:05 All bus drivers must submit a current driver's abstract each September.
- 8:06 Pursuant to the provincial bus regulations, a Regular Bus Driver may be required to submit a current copy of their driver's license along with required medical documentation. Such employees may be reimbursed for the cost of obtaining that medical documentation provided the Employer receives the renewed driver's license and an original receipt from the attending physician.
- 8:07 All Regular Bus Drivers must successfully complete the "S Endorsement" program before being hired. Replacement Bus Drivers must successfully complete the "S Endorsement" program within a

maximum of six (6) months after being placed on the Employer's approved Replacement Bus Driver list.

8:08 All Regular Bus Drivers must successfully complete a recognized first aid course before being hired. Replacement Bus Drivers must successfully complete a recognized first aid course within a maximum of six (6) months after being placed on the Employer's approved Replacement Bus Driver list.

8:09 When a bus driver is required to meet with the Employer outside of their normal hours of work or participate in Employer approved training such as "First Aid" or "S Endorsement", the bus driver shall receive an hourly pay rate of eighteen dollars and thirty-nine cents (\$18.39) per hour for time approved by the Employer.

2018-2019 An increase of one percent (1%) equals the sum of eighteen dollars and fifty-eight cents (\$18.58).

2019-2020 An increase of one percent (1%) equals the sum of eighteen dollars and seventy-six cents (\$18.76).

8:10 In the event that a bus driver is charged and/or convicted of a traffic violation while driving any vehicle at any time, the bus driver is responsible to report, in writing, the charge and/or conviction to the Employer prior to the next scheduled day of work.

8:11 Any bus driver who is charged and/or convicted of dangerous driving, stunting or any related motor vehicle offense shall have their employment with the Employer terminated immediately. Any other serious charge and/or convictions shall be reviewed by the Employer.

8:12 All bus drivers must familiarize themselves with and abide by Employer Policy and Administrative Procedures.

8:13 All bus drivers are required to notify the Employer if criminal charges have been laid against them or a conviction has occurred under the *Criminal Code of Canada* or the *Controlled Drugs and Substances Act*. Failure to notify the Employer prior to the next scheduled day of work concerning the above shall be deemed a substantial breach of these terms and conditions of employment, justifying disciplinary action up to and including termination of employment with the Employer.

8:14 Bus drivers are responsible for the safe operation of the school buses at all times, having said that, the bus drivers at times are required to make judgment calls with respect to highway/road conditions, severe weather and visibility on their routes and whether or not it is safe to proceed for the day in their areas.

Bus drivers unable to drive their bus routes due to the conditions outlined above will be paid their daily base rates, plus the kilometers.

ARTICLE 9:00 - SICK LEAVE

9:01 Regular Bus Drivers employed with the Employer prior to November 1st, 2006 shall accumulate sick leave at the rate of one (1) day per month, for ten (10) months of the year to a maximum accumulation of forty (40) days.

9:02 Regular Bus Drivers commencing employment with the Employer after October 31st, 2006 shall accumulate sick leave at the rate of one (1) day per month, for ten (10) months of the year to a maximum accumulation of twenty (20) days.

9:03 A certificate, from the employee's attending dentist or medical practitioner will be required when the sick leave is more than three (3) consecutive days.

9:04 Sick Leave pay for Regular Bus Drivers is based on the driver's wages as outlined in Clauses 5:01 and 5:02.

ARTICLE 10:00 - COMPASSIONATE LEAVE

10:01 Compassionate leave shall be granted by the Employer in the case of serious illness or death of the Regular Bus Driver's spouse, son, daughter, father, mother, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild or grandparent of spouse:

- (a) up to four (4) school days for serious illness;
- (b) up to five (5) school days for death.

ARTICLE 11:00 - PERSONAL DAYS

11:01 Regular Bus Drivers are entitled to two (2) personal leave days with pay per school year and may accumulate one (1) unused personal leave day per year, to a maximum of five (5) days. Employees will continue to receive their two (2) personal days per year after the accumulation of five (5) unused days, but will not be able to add to the total of five (5) accumulated days until the accumulated days are used in part or in whole.

ARTICLE 12:00 - TERMINATION

12:01 The Employer may terminate the employment of a probationary bus driver at any time. Such termination shall not be subject to appeal to the Employer or Article 15:00 (Grievance Procedure) of this Collective Agreement.

12:02 Where the services of a bus driver are no longer required, he/she shall be given notice or payment in lieu of notice, as outlined in the *Employment Standards Code*.

12:03 When an employee is discharged for just or sufficient cause, no notice or payment in lieu of notice is required.

12:04 An employee who decides to terminate their employment with the Employer must do so in accordance with the *Employment Standards Code*.

ARTICLE 13:00 - PERFORMANCE APPRAISAL

13:01 Regular Bus Drivers shall be subject to a performance appraisal in accordance with the Employer Administrative Procedure.

ARTICLE 14:00 - DISCIPLINE

14:01 A bus driver may be disciplined, suspended or dismissed for inappropriate behavior in the performance of their duties.

14:02 In the event that a bus driver is suspended, terminated or otherwise disciplined, written notice shall be provided to the driver stating the reasons for the disciplinary action.

14:03 A record of all disciplinary action taken by the Employer against a bus driver shall be placed on the bus driver's personnel record.

14:04 A copy of any/all disciplinary letters will be provided to both the Chief Job Steward and the Union Business Representative.

14:05 Employees, at their request, will have the right to Union representation for any disciplinary actions or meetings.

ARTICLE 15:00 - GREIVANCE PROCEDURE

15:01 If a difference arises between the parties to or persons bound by this Collective Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Collective Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the difference.

15:02 If the parties are unable to resolve a difference referred to in Clause 15:01, either party may notify the other in writing of its concern:

(a) Where a bus driver has a grievance, the grievance shall be presented, in writing, to the Superintendent and their Union Business Representative, or designate, within ten (10) days of the incident giving rise to the appeal.

(b) A meeting between the Superintendent, or designate, and the Union Business Representative with the griever will be set up within five (5) days of the grievance being submitted in writing.

(c) The Superintendent, or designate, shall render a response to the appeal within five (5) days of the grievance meeting referred to in Clause 15:01(b).

15:03 If the griever is not satisfied with the decision of the Superintendent, or designate, the Union may notify the Superintendent, or designate, of their intention to advance the grievance to arbitration. Such notice shall be in writing and submitted within seven (7) days of the response referred to in Clause 15:02(c).

15:04 Where a grievance is advanced to arbitration, the Parties shall proceed to establish the arbitration in accordance with Section 136 of the *Labour Relations Code*.

In witness thereof, the Parties hereto execute this Collective Agreement by affixing hereto the signature of their proper officers on their behalf.

Signed in Hanna, AB this 22nd day of January, 2018.

On behalf of:

PRAIRIE LAND REGIONAL DIVISION # 25



Holli Smith, Chairperson of the Board of Trustees



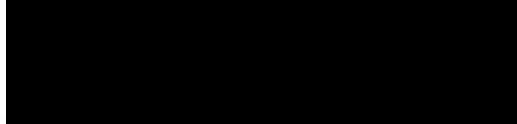
Marsha Tkach, Vice-Chairperson of the Board of Trustees




Shandele Battle, Board of Trustees Representative

On behalf of:

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955



Chris Flett, Business Manager



Mike Bourgeois, President

