

This Agreement Entered Into This 23 day of November 2017.

Between:

**THE FOOTHILLS SCHOOL DIVISION**  
High River, Alberta

Hereinafter called "**the Board**"

and

**THE FOOTHILLS SCHOOL DIVISION #38 BUS DRIVERS' ASSOCIATION**

Hereinafter called "**the Association**".

## DEFINITIONS

1. Bargaining Unit

The bargaining unit shall consist of persons who are members of the Association and who have been engaged by the Board on a permanent or temporary contract basis for the purpose of transporting students to and from schools or such other locations for school sponsored activities, hereinafter referred to as "driver(s)".

2. Regular Driver

A Regular Driver is a driver who has been engaged by the Board 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 and with the approval of the Board where this applies.

3. Spare Driver

A Spare Driver is a driver who has not contracted with the Board to drive every school day of the school year. Seniority for spare drivers is determined by the number of hours they have driven.

4. Probationary Driver

A Probationary Driver is the term applied to a Regular Driver during the first six (6) months of continued service on a regular route.

## **ARTICLE 1 Recognition and Negotiation**

- 1.1 The Board voluntarily recognizes a negotiating committee of the Association as the sole and exclusive bargaining agent for the bargaining unit, and as such shall govern their

relationship with the Association in accordance with applicable provisions of the Labour Relations Code.

- 1.2 Persons not included in the bargaining unit as defined in this Agreement shall not work on jobs assigned to drivers within the bargaining unit and as specified in Article 12 except for the purpose of instruction or in emergencies and provided that performing the aforementioned operations does not reduce the regularly scheduled hours of work of any driver.
- 1.3 No driver covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Board outside the terms of this Agreement.
- 1.4 The Association shall promptly advise the Board of the names of the members of its negotiating committee and of subsequent changes in said committee.

## **ARTICLE 2 Workers' Compensation**

- 2.1 The Board shall maintain coverage through the Workers' Compensation Board for drivers covered by this Agreement while such drivers are within the scope of the Workers' Compensation Act.

## **ARTICLE 3 Sick Leave**

- 3.1 Regular drivers shall be allowed sick leave to be accumulated at the rate of two (2) days for every working month during a calendar year to a maximum of twenty (20) days per year. General Holidays shall be considered as working days for the purpose of calculating sick leave. Sick days not used by regular drivers during a calendar year shall be accumulated up to a maximum of seventy-five (75) working days.
- 3.2 A spare driver shall be allowed pro-rata sick leave at the rate of two (2) days for every twenty (20) consecutive working days.
- 3.3 When a driver has been absent due to illness for a period of less than three (3) consecutive working days, the driver shall submit a medical certificate to justify the absence if requested to do so by the Board.
- 3.4 When a driver has been absent due to illness for a period of three (3) or more consecutive working days the driver shall submit a medical certificate signed by a qualified medical or dental practitioner.
- 3.5 When the sickness extends over a period in excess of one month, the driver, at the discretion of the Board, may be called upon to furnish a further Board provided medical certificate at the end of each month during the duration of the sickness.
- 3.6 When a driver covered by this Agreement leaves the employ of the Board, all accumulated sick leave shall be cancelled.

**ARTICLE 4 Compassionate Leave**

4.1 Three days compassionate leave will be granted for the death and/or critical illness of a spouse, parent, child, brother, sister or parent of spouse.

**ARTICLE 5 Guaranteed Year**

5.1 Regular drivers shall be paid on a 197-day basis at the regular route trip pay rate less the number of days not worked by mutual agreement. The 197-day guaranteed year shall include the following:

- 5.1.1 All instructional school days;
- 5.1.2 All General and Board-declared holidays as per Article 6;
- 5.1.3 Starting September 1, 2017 two days prior to the commencement of the school year for drivers to contact all parents on the driver's route and for pick up of buses from the compound;
- 5.1.4 A minimum of 3 professional development days which all regular drivers must attend scheduled at the beginning of the school year by the Director of Transportation Services in consultation with Association representatives.

5.2 The remaining days, that is, the guaranteed 197 days less the days mentioned in 5.1.1 to 5.1.4, are available for mutually agreed educational activities or may be assigned at the discretion of the Board. When a driver chooses not to be involved in any such activity, a deduction from their regular pay will result.

5.3 The School Division will notify the Bus Association of the upcoming school year's calendar no later than May 31 of the year prior. The draft calendar for the year commencing 15 months from notification will also be provided.

**ARTICLE 6 General and Board-Declared Holidays**

6.1 Regular drivers shall be paid at the regular route trip pay rate for the following General and Board-declared holidays:

- |                |   |
|----------------|---|
| New Year's Day | Labour Day                                    |
| Family Day     | Thanksgiving Day                              |
| Good Friday    | Remembrance Day (if it falls on a school day) |
| Easter Monday  | Christmas Day                                 |
| Victoria Day   | Boxing Day                                    |
| Canada Day     |   |

**ARTICLE 7 Annual Vacation Pay**

- 7.1 Regular drivers shall be paid annual vacation pay in accordance with the following schedule:
  - 7.1.1 0-2 years consecutive service - 4% of wages
  - 7.1.2 3-6 years consecutive service - 6% of wages
  - 7.1.3 7-15 years consecutive services - 8% of wages
  - 7.1.4 16-24 years consecutive service - 10% of wages
  - 7.1.5 25 or more consecutive years - 12% of wages
- 7.2 Vacation pay for all regular drivers will be paid on each monthly cheque in accordance with Article 14 - Pay Schedule.
- 7.3 Vacation pay for spare drivers will be paid when earned and included in their monthly direct deposit.
- 7.4 Regular drivers who are terminated by the Division due to redundancy and are re-employed by the Division within a two-year period shall have their vacation entitlement reinstated in relation to the total years of previous consecutive service with the Division.

**ARTICLE 8 Association Group Benefits**

- 8.1 The Board will make available the following Alberta School Association Benefit Plans or equivalent plans as mutually agreed by both parties to those who qualify in accordance with the provisions of the plan(s):
  - (a) Life (Schedule 2)
  - (b) AD & D (Schedule 2)
  - (c) Extended Disability (Plan D)
  - (d) Extended Health Care (Plan 2)
  - (e) Dental Care (Plan 3)

Vision Care (Plan 3) will take effect the month following ratification.

The Board will also make available:

Alberta Health Care (AHC)

- 8.2 Effective July 1, 2016, increased the Employer's contribution to premiums to 98%.
- 8.3 Starting September 1, 2017 the Board will contribute \$25.00 per month to a Health Care Spending Account on behalf of each regular bus operator.

## **ARTICLE 9    Driver Protection**

- 9.1 All work-related instructions to the drivers shall be given through the Director of Transportation Services.
- 9.2 Each driver will be deemed to have a personal contract with the Board according to the terms negotiated each year subject only to such amendments to route designations, distance travelled and hours worked without contravening Article 13 as are deemed necessary by the Board.
- 9.3 A spare driver replacing a regular driver for a period exceeding twenty (20) consecutive working days is eligible for sick leave as per Article 3.2, general holiday pay and extra trips as if he or she were a regular driver, except that no general holidays shall be paid for, which fall outside the period for which the spare driver is engaged.
- 9.4 All drivers who do not qualify for coverage under the Association benefit plans, at the end of each school year, receive a taxable benefit of two per cent (2%) of all wages paid during that school year to a maximum of seventy five dollars (\$75) for that school year unless they are covered through a spouse's contract with the Board or elsewhere when no such payment can be made.
- 9.5 The Foothills School Division makes every effort to hire the most qualified individual for every position. Additional consideration will be given to those drivers that provide the most economical benefits as well as to individuals that have experience in driving for the Division.
- 9.6 All co-curricular trips and field trips in or from a given attendance area shall be allotted on a rotating Trip Board system. The only exception to this rule shall be where such co-curricular trip or field trip interferes with the time schedule of the regular run of the selected regular or spare driver. When problems arise the allotment of the said trip shall be determined by the Director of Transportation Services in consultation with the President of the Association.
- 9.7 All Community Use Trips must comply with Foothills School Division Administrative Procedure 533 – Co Extra-Curricular Transportation and Charter School Bus Activities with particular emphasis to request submission and billing by the Divisional Office.
- 9.8 In a case of difference of opinion in the establishing of hours of any trip, an impartial person approved by the Board and the Association shall establish the actual hours.
- 9.9 The Director of Transportation Services shall provide each regular driver with a current list of spare drivers and casual drivers at the commencement of each school year and at the end of each month during that school year when changes to the list have occurred.
- 9.10 Notwithstanding any of the foregoing, the Board reserves the right to allow any properly qualified volunteer drivers to drive the Board's buses for community use, but with preference for the Members of the Association.

## **ARTICLE 10 Term of Agreement**

- 10.1 This Agreement shall be binding from September 1, 2016 to August 31, 2019. Either party to this Agreement may give notice in writing to terminate or to amend this Agreement not less than sixty (60) days prior to the termination date.
- 10.2 Where such notice requests revision only, that notice shall state specifically the revisions requested and negotiations shall be restricted thereto unless the parties otherwise mutually agree.
- 10.3 The parties to this Agreement may, at any time during the existence of this Agreement, mutually agree to any amendment to the said Agreement.

## **ARTICLE 11 Grievance Procedure**

- 11.1 A grievance is defined as any difference between the parties to this Agreement, or between the drivers covered by this Agreement and the Board, concerning the interpretation, application, operation, or alleged violation of this Agreement, including as to whether a difference can be the subject of arbitration.
- 11.2 Any complaint or alleged grievance by a driver must be discussed with the Director of Transportation Services within thirty (30) working days of the incident prompting the grievance or within thirty (30) working days of the time the driver had reasonable opportunity to know that a difference has arisen. If a satisfactory resolution is not mutually agreed, the Director of Transportation Services shall immediately communicate this decision to all parties and the alleged grievance must then be forwarded in writing by the driver to the Association including:
  - a) Reference to the Collective Agreement article which is alleged to have been violated;
  - b) Background information with respect to the alleged grievance;
  - c) Solution (action) requested.
- 11.3 The Association shall review the alleged grievance with the driver and the Director of Transportation Services and seek a solution. If a satisfactory solution cannot be reached within ten (10) working days, and the Association believes the alleged grievance is valid, they shall forward the details in writing to the Assistant Superintendent, Corporate Services.
- 11.4 The Secretary-Treasurer shall review the alleged grievance and call a meeting with two (2) representatives of the Association and two (2) representatives of the Board, who jointly shall render a decision in writing within ten (10) working days of receipt of the alleged grievance from the Association.
- 11.5 If a satisfactory settlement is not reached, either party may notify the other of its desire to submit the difference to arbitration and in that event the provisions of the Alberta Labour Code shall apply.

- 11.6 The time limits referred to in the grievance procedure may be extended by mutual agreement, in writing, between the parties.
- 11.7 All written grievance correspondence between drivers and the Board shall be copied to the Association.
- 11.8 In the event, at any stage, of the aforesaid procedure the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 11.9 During any and all proceedings outlined in the Grievance Procedure, the driver(s) shall continue to perform their duties, unless they have been suspended or discharged.

**ARTICLE 12 Trip Classifications**

- 12.1 A Regular Trip shall be the actual time taken per day in the process of picking up students, transporting them to their school and return, except that a regular trip shall qualify for a minimum of four (4) hours per day.
- 12.2 A Regular Curricular Trip shall be the actual time spent transporting students from a school in one community to a school in another community for curriculum classes and return.
- 12.3 A Co-Curricular Trip, for the purpose of Article 13.2, shall be defined as a trip for curricular sports and extra-curricular regular league games (e.g. football, basketball, volleyball, badminton, etc.).
- 12.4 A Field Trip shall be an approved trip for curriculum purposes.
- 12.5 Service Trips are trips authorized by the Service Department to the Service Garage.
- 12.6 Community Use. See Foothills School Division Administrative Procedure 553 – Co Extra-Curricular Transportation and Charter School Bus Activities.

**ARTICLE 13 Schedule of Wages**

- 13.1 Regular Trips - A basic rate per hour with a minimum of four (4) hours per day as follows:

**(a) Effective September 1, 2015 – 3% increase**

Regular Drivers

Probationary rate:	\$19.79
After 12 months Service	\$20.30
After 24 months Service	\$22.13

<u>Spare Drivers</u>	\$19.79
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(b) **Effective September 1, 2018 – 1% Increase**

Regular Drivers

Probationary rate:	\$19.98
After 12 months Service	\$20.50
After 24 months Service	\$22.35

<u>Spare Drivers</u>	\$19.98
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Where a driver has been working as a spare driver for a period of no less than one year and then is successful in obtaining full-time employment, they will start at a wage no less than they were earning as a spare.

Spare Drivers employed as of April 1, 2014 (as well as those hired subsequent to) are eligible to be moved from the "Probationary" rate of pay to the "After 12 months service" rate if they have accumulated over 180 "days" driving regular runs – must occur over the previous 5 years (for current drivers we will count time driven starting from September 1, 2012). Eg. each half day driving (morning or afternoon runs) will count toward the total.

- 13.2 Drivers working under the four (4) hour minimum will be assigned co-curricular trips to augment their regular time. In these assigned routes at the beginning of the school year the driver involved will be in agreement to the extra work to be assigned and this will be stated in a letter to the driver from the Supervisor and a copy to the President of the Drivers' Association.
- 13.3 Drivers' regular basic rate of pay per day is based on the time spent on their route, from the time they leave home until they arrive at the school and then return home again, on morning and afternoon routes; plus one-half hour per day in which they are required to perform the following mandatory duties:
- a) Pre-trip vehicle inspection: Examples - check under hood, tires, lug nuts, exhaust system, vehicle damage, lights to make sure they are all working and clean so they are visible to other traffic on the road-ways, etc.
  - b) Cleaning the assigned bus (inside and out).
  - c) Gas up.

Drivers must perform these duties in accordance with established role descriptions.

- 13.4 On Regular Trips only, time worked over and above eight (8) hours on any one day shall be paid at the basic rate per hour multiplied by 1.5 (or one and one half times the basic hourly rate).
- 13.5 Other Trips (Regular Curricular, Co-curricular, Field, and Community as defined in Article 12).
- 13.6 All other trips which are not classified as Regular Trips shall be paid for at the regular hourly rate for the actual hours spent.



- 13.7 Drivers on Field Trips extending beyond a day shall be paid at the regular rate of pay for a minimum of eight (8) hours per day plus any hours of duty performed and authorized in excess of the eight (8) hours on each given day at regular rate of pay plus lodging and meals as per Foothills School Division Administrative Procedure 514 – Expense Reimbursement.
- 13.8 A driver called upon to pick up the students from a stranded bus shall be paid at the regular rate of pay for the actual time spent, over and above his or her normal run. If called from home, a minimum of two (2) hours shall be paid.
- 13.9 All other trips not directly connected to the morning or afternoon regular trips shall be paid for at the regular rate of pay for the actual time spent but with a minimum of two (2) hours.
- 13.10 Spare Drivers who have been approved by the Director of Transportation Services to accompany Regular Drivers, on their regular routes, to learn their routes will be paid ½ the rate of the Regular Drivers for the morning and/or afternoon run.

#### **ARTICLE 14 Pay Schedule**

- 14.1 Salary payments shall be made on a twelve (12) month basis. Monthly payments shall be 1/12<sup>th</sup> of the drivers' regular route trip pay multiplied by the number of days as determined in Article 5. Annual vacation pay at the driver's entitlement as per Article 7 and payment for any additional trips will be added to each monthly cheque.
- 14.2 Payment adjustments will be made each month for any professional development days in which a driver has not participated.

#### **ARTICLE 15 Cell Phones**

- 15.1 Starting September 1, 2017 the Division will pay \$25.00 per month annually for the term of the agreement toward Bus Drivers who carry a cell phone and use it to improve communication with the Division and bus parents. Drivers MUST provide Transportation Services with their cell phone number and make it available to parents so that they can be contacted. Cell phones are NEVER to be used while operating the bus if there is an emergency or when the Drivers are checking for messages they must be pulled over and stopped before the phones can be used.

#### **ARTICLE 16 Association Fees**

- 16.1 The Foothills School Division will deduct membership fees and make them payable to the Association at the rate of \$40.00 for Regular Drivers, and \$25.00 for Spare Drivers. Deductions shall be made in October each year.

**ARTICLE 17 Effective Date of Agreement**

17.1 The terms and conditions of this Agreement shall become effective upon ratification by the Bus Association and the Board of Trustees and shall expire on August 31, 2019.

**ARTICLE 18 Medicals**

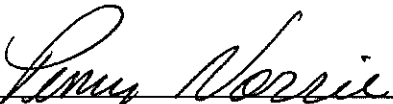
18.1 The Foothills School Division will reimburse (with receipt) Regular and spare drivers for the cost of their driver's medical as required by the Government of Alberta.

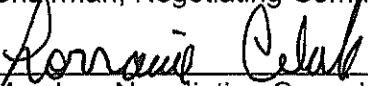
**ARTICLE 19 Outpark**

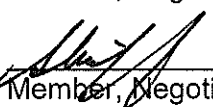
19.1 As of September 1, 2017 Foothills School Division will provide compensation to those bus drivers that park a bus at their residence or property and provide power to plug the bus in. Those bus drivers will receive payment for the colder months, October through to March (inclusive), in the amount of \$40 per month which will be paid as a lump sum on March 31.

Signed on ..... of November, 2017 on behalf of:

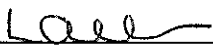
**THE BOARD OF TRUSTEES  
FOOTHILLS SCHOOL DIVISION**


  
\_\_\_\_\_  
Chairman, Negotiating Committee

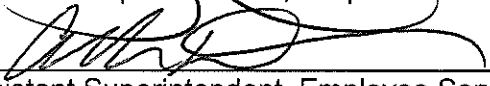
  
\_\_\_\_\_  
Member, Negotiating Committee

  
\_\_\_\_\_  
Member, Negotiating Committee

**THE ASSOCIATION OF DRIVERS OF  
THE FOOTHILLS SCHOOL DIVISION**

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Assistant Superintendent, Corporate Services

  
\_\_\_\_\_  
Assistant Superintendent, Employee Services