

COLLECTIVE AGREEMENT

BETWEEN

**PEMBINA HILLS SCHOOL DIVISION WESTLOCK
WARD**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1661**

September 1, 2019 to August 31, 2020

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COLLECTIVE AGREEMENT

BETWEEN:

PEMBINA HILLS SCHOOL DIVISION - WESTLOCK WARD
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1661
(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 - DEFINITIONS

- 1.01 **Regular Full Time Employee:** A regular full time employee is an employee who is employed to fill a regular full time position or regular school bus route established by the Employer and who has successfully completed the probationary period specified under Article 6.
- 1.02 **Regular Part Time Employee:** A regular part time employee is an employee who is employed to fill a regular part time position established by the Employer and who has successfully completed the probationary period specified under Article 6. Regular part time employees are normally scheduled, on a weekly basis, to work less than the normal hours of work set forth in this Agreement for regular full time employees. Regular part time employees must work a minimum of 24 hours per week to be eligible for benefits. Wages, seniority and any other applicable provision shall be prorated according to the proportion that the regular part time employee's hours of work bear to the hours of work of regular full time employees.
- 1.03 **Probationary Employee:** A probationary employee is an employee who is employed to fill a regular full time or regular part time position and who has not successfully completed the probationary period specified under Article 6. A probationary employee shall be subject to discharge on one (1) day notice without recourse to the grievance procedure (Articles 27).
- 1.04 **Temporary Employee:** A temporary employee is an employee who is temporarily assigned for a period of at least twenty (20) consecutive working days.
- 1.05 **Casual Employee:** A casual employee is an employee who is employed to perform work not regularly scheduled and shall receive only those benefits required by law and the wages stated herein.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 The Employer recognizes the Canadian Union of Public Employees, Local 1661, as the sole bargaining agent for that unit of employees as specified in Certificate #208-95

issued by the Labour Relations Board of the Province of Alberta on the 16th day of August, 1995.

- 2.02 For the purpose of clarification, it is understood that whenever the singular or feminine is used in this collective agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.
- 2.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of the collective agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Employer to manage and direct the Employer's service in all respects in accordance with its commitments, and to make and alter from time to time, rules and regulations to be observed. Such rules and regulations shall not be inconsistent with this agreement. The Employer will advise the Union of any changes to the current rules and regulations.

ARTICLE 4 - RELATIONSHIP

4.01 No Discrimination

The Employer and Union agree that there shall be no discrimination, as contemplated by human rights legislation, by either party with respect to any employee in the matter of hiring, wage rates, promotion, transfer, or lay off nor by reason of membership or non membership or activity in the Union.

4.02 Job Security

Both parties for the term of this agreement agree with the present policy of Pembina Hills Regional Division No. 7 not to contract out further buses where possible and practical.

No member of the Bargaining Unit shall lose hours as a result of contracting out.

ARTICLE 5 - CHECK OFF OF UNION DUES

- 5.01 The Employer shall deduct from every employee covered by this Agreement regular monthly dues, as requested in writing by the Secretary of the Union.
- 5.02 Deductions shall be made each month and shall be forwarded to the Secretary Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names of employees, along with their addresses and telephone numbers, from whose wages the deductions have been made.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01 (a) A newly hired regular employee employed as a school bus driver shall be on probation for one hundred and ninety (190) days, based on nineteen (19) days per month for ten (10) consecutive months of employment. All other newly hired employees shall be on probation for sixty (60) consecutive working days/shifts of his/her employment. The current division practice on performance management applies to probationary employees. During the probationary period, the employee shall be entitled to all applicable rights and benefits of this agreement except for the right to grieve termination.
- (b) Notwithstanding the above, all newly hired regular and probationary employees shall have access to the Pension Plan in Article 14. All newly hired regular, probationary and temporary employees shall have access to Health Care Insurance in Article 15 upon completion of sixty (60) consecutive working days/shifts of his/her employment.
- (c) Upon completion of the probationary period, seniority shall be effective from the commencement date of employment and in accordance with this collective agreement.
- 6.02 The Employer may extend the probationary period of any regular employee, except for school bus drivers, for up to a further forty (40) consecutive working days/shifts.
- 6.03 At the discretion of the Employer, time served as a temporary or casual employee may be applied toward the probationary period. When an Employee is the successful applicant for a regular position, their offer of employment will include the length of probationary period left to be served.

ARTICLE 7 - DISCIPLINARY ACTION

- 7.01 An employee who has completed her/his probationary period may be dismissed only for just cause.
- 7.02 The Employer shall advise the employee of her/his right to Union Representation when disciplinary action needs to be discussed. All such meetings shall be scheduled between 9:30 a.m. and 2:00 p.m. whenever possible.
- 7.03 Where the Employer intends to hold a meeting for the purpose of discipline, the Employer shall notify the employee of the intent of the meeting and the employee shall have the right to Union Representation. Reasons for discipline shall be provided in writing to the employee and the Union at the time of discipline.

ARTICLE 8 - HOURS OF WORK

- 8.01 (a) The working hours of any employee shall not normally exceed eight (8) hours in any day or an average of not more than forty (40) hours per week over each period of two (2) weeks. A five (5) day work week with two (2) consecutive days off shall be given by the Board.

(b) Nothing in this Agreement shall be used or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.

- 8.02 All time worked in excess of eight (8) hours per day and/or forty (40) hours per week shall be considered as overtime and those hours paid out, or banked at the rate of time and one half the regular rate of pay, by mutual agreement between the employee and the supervisor. When no mutual agreement is reached, the decision of the Superintendent shall be final.
- 8.03 Rest periods shall consist of two (2) fifteen (15) minute periods per eight (8) hour shift, the times at which these rest periods begin and end will be posted in a conspicuous place. A minimum one half (1/2) hour meal period allowed per eight (8) hour shift shall not be part of the working hours.
- 8.04 Notwithstanding clause 8.01 (a) employees may, with the prior written authorization of the Employer, work a compressed week between July 1 and August 31. The compressed week shall consist of four (4) days of ten (10) hours per day or four (4) days of nine (9) hours per day and half a day of four (4) hours. Any hours worked in excess of eight (8) hours per day during this period shall not constitute overtime unless the accumulated time exceeds forty (40) hours per week and the time worked in excess of forty (40) hours per week has been authorized in advance in writing by the Employer.

ARTICLE 9 - SICK LEAVE

- 9.01 Sick leave is provided for the sole purpose of insuring a regular or probationary employee's income during periods of absence from work with full pay by virtue of being unable to work for medical reasons, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 9.02 Sick leave shall be earned at the rate of two (2) days for every month a regular or probationary employee is working for the Employer, exclusive of unpaid leaves of absence in excess of twenty (20) consecutive working days and sick leave. Ten month employees shall not accumulate sick leave during the months of July and August.
- 9.03 The unused portion of an employee's sick leave shall accrue for his/her future benefits to a maximum of one hundred and twenty (120) days.

An employee shall apply for Extended Disability Benefits (EDB) after ninety (90) calendar days of disability and no further salary shall be paid.

A position vacant due to an employee being on Extended Disability Benefits or Workers' Compensation may be posted and filled after an 18 month duration. The employee returning from Extended Disabilities Benefits or Workers' Compensation will be considered on a layoff without wages or benefits and, if deemed medically fit to return to duties, will be placed on a recall list with seniority being the deciding factor whenever possible and practical as to placement when a vacant position becomes available.

- 9.04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave.
- 9.05 It is the employee's responsibility to maintain contact with their Supervisor while absent from work due to illness or injury. An employee who is absent from work for more than

three consecutive operational days may be required, at the discretion of the Employer, to provide a note from a qualified medical practitioner.

- 9.06 Subrogation - If an employee receives sick leave benefits because of injury through the fault of another party, the Board has subrogation rights. This means the employee may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the resulting claim, the employee may be obliged to reimburse the Board for any benefits which have been paid or will be paid to the employee related to time lost as a result of the injury.

ARTICLE 10 - GENERAL HOLIDAYS

- 10.01 The following general holidays' provisions shall apply to all regular and probationary employees, except school bus drivers. Such employees shall be entitled to a full day off with pay, when it falls on a Saturday or Sunday, on or for each of the following holidays:

- | | |
|--------------------|--------------------------|
| (a) New Year's Day | (h) August Civic Holiday |
| (b) Family Day | (i) Thanksgiving Day |
| (c) Good Friday | (j) Remembrance Day |
| (d) Easter Monday | (k) Christmas Eve |
| (e) Victoria Day | (l) Christmas Day |
| (f) Canada Day | (m) Boxing Day |
| (g) Labour Day | |

ARTICLE 11 - VACATIONS

- 11.01 Excepting casual employees, all employees of the Employer covered by this agreement shall receive vacations with pay and such vacation with pay shall be based upon a full year of continuous service prior to an employee's vacation entitlement date. The vacation entitlement date for all employees, except bus drivers, shall be August 31st in any year and shall continue to have vacation entitlement calculated as if they commenced employment on August 31st.
- 11.02 Annual vacation for Employees, excepting bus drivers shall be based on the following schedule:
- (a) Four (4) weeks – after one (1) full year of continuous employment
 - (b) Five (5) weeks – after ten (10) full years of continuous employment
 - (c) Six (6) weeks – after twenty (20) full years of continuous employment
- 11.03 Bus drivers shall be entitled to vacation pay proportionate to time worked. All permanent part time and temporary employees shall be paid vacation pay on the following basis:
- (a) Up to five (5) years continuous employment - six percent (6%) of annual income.
 - (b) Completion of five (5) years continuous employment - eight percent (8%) of annual income.
 - (c) Completion of fifteen (15) years continuous employment - ten percent (10%) of annual income.
 - (d) Completion of twenty (20) years continuous employment - twelve percent (12%) of annual income.

- 11.04 Casual staff will be paid vacation pay in accordance with the *Employment Standards Code*.
- 11.05 Employees should take their full vacation entitlement in the school year in which it is earned. However, employees may carry unused vacation days into the next school year, with the approval of their supervisor. These days must be used by December 31 of the current calendar year
- 11.06 In the event that a General Holiday falls within an employee's vacation period, the employee will receive an extra day of vacation.
- 11.07 Vacation leave entitlement shall be reduced by one twelfth (1/12) for each period of thirty (30) consecutive days that an employee is absent from work for each absence in excess of 60 consecutive calendar days duration.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Employer shall grant representatives of the Union leave of absence, without pay, for the purpose of negotiations with the Employer or for attendance at union conventions or seminars, providing any driver employee shall arrange for a substitute driver suitable to the Employer with the Employer being responsible for the financial arrangements as per current Schedule A and A1. The Board will pay the above employees their regular pay as though they had worked, billing the Union for time lost and any other deductible benefits during the leave of absence.
- 12.02 Insofar as the efficient operation of the department permits, an employee may make a written application to the Employer for leave of absence without pay and without loss of seniority. The reply to such a request shall receive priority and shall not be unnecessarily delayed. When a request is granted, the employee shall arrange, if required by the Employer, a replacement worker who is suitable to the Employer. The Employer shall be responsible for paying the replacement worker. If the leave is greater than thirty (30) days, the Employee shall be responsible for the cost of the Employee and Employer contributions toward their own benefits effective the start of the leave.
- 12.03 A regular, probationary or temporary employee shall be granted up to and including five (5) working days leave of absence with pay necessitated by the death of a parent, spouse, child or dependent. In the event of a critical illness of a parent, spouse, child or dependent, a leave of absence with pay shall be granted up to and including four (4) working days. In the event of the death or critical illness of a brother, sister, parent of spouse, grandparent, grandchild, son-in-law, daughter-in-law or relative living in the employee's household, a leave of absence with pay shall be granted up to and including four (4) working days.
- 12.04 A regular, probationary or temporary employee shall be granted one (1) working day leave of absence with pay necessitated by the death of the employee's brother-in-law, sister-in-law or grandparent of spouse.
- 12.05 One half (1/2) day with pay shall be granted to a regular, probationary or temporary employee when requested to attend a funeral as a pallbearer. An additional one half (1/2) day leave without pay may be granted if in the opinion of the Employer it is warranted.

12.06 Where travelling time is necessary with reference to compassionate leave in Clauses 12.03 and 12.04, an employee shall be granted up to seven (7) days leave of absence without pay.

12.07 Regular and probationary employees shall be entitled to three (3) full days of personal leave per calendar year, the first at full pay and the second and third at half-pay.

Employees shall be entitled to accumulate unused fully paid personal leave days to a maximum of three (3) days, over a three-year period.

With the exception of bus drivers, no employee may utilize a combined total of more than five (5) paid and unpaid personal leave days in any one school year. An employee taking such leave shall be required to submit their absence on the Pembina Hills electronic absence system prior to taking such leave.

12.08 **Jury Duty**

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who is required to serve as a juror or to answer a subpoena or summons to attend as a witness in a criminal matter or as a result of the performance of their duties as a bus driver. Such leave shall be granted without loss of pay.

ARTICLE 13 - MATERNITY AND PARENTAL LEAVE

13.01 This Article shall only apply to regular and probationary employees. The Employer shall administer Maternity and Parental Leave in accordance with the *Employment Standards Code*, as amended from time to time.

13.02 Maternity Leave

(a) Upon request, an employee shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the employee's child.

(b) Maternity leave shall be without pay and benefits except as provided in clause 13.04.

(c) An employee shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the employee is pregnant and giving the estimated date of birth.

(d) The employee may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The employee shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return. Where possible, the employee shall consider natural breaks or reporting periods when determining the return-to-work date to ensure least disruption to schools/departments.

13.03 Parental Leave

(a) Upon request, an employee shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

(b) Parental leave shall be without pay and benefits except as provided in clause 13.04.

(c) The employee shall give the Employer at least six (6) weeks written notice of their intention to take a parental leave. Specifically, in the case of adoption, the employee will provide as much notice as possible.

(d) The employee may terminate the leave at any time. The employee shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return. Where possible, the employee shall consider natural breaks or reporting periods when determining the return-to-work date to ensure least disruption to schools/departments.

(e) If employees under clause 13.03(a) are parents of the same child, the parental leave granted may be taken by one employee or shared by both employees. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.

13.04 Salary Payment and Benefit Premium

At the commencement of maternity leave, the employee shall be eligible for one of the following options:

(a) If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the employee shall access sick leave until such point as the employee is eligible to apply for Extended Disability Benefits. The employee shall provide a medical certificate indicating that they are unable to work because of a medical condition.

(b) If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide employees on maternity leave with 100% of their salary during 15 weeks of leave.

(c) The Employer shall pay the portion of the employee's benefits plan premiums and contribute HSA amounts specified in Article 15 of the Collective Agreement for sixteen (16) weeks of maternity leave.

(d) The Employer shall pay the portion of the employee's benefits plan premiums specified in Article 15 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.

ARTICLE 14 - PENSION PLAN

- 14.01 All regular and probationary employees who qualify must join the Local Authorities Pension Plan as per the plan requirements. The Employer shall require that employees work a minimum of thirty (30) hours per week except for regular bus drivers for whom this stipulation shall be waived. Bus drivers shall be considered as working less than thirty (30) hours per week and participation in the Local Authorities Pension Plan shall be at the option of the individual bus driver. Participation in the Local Authorities Pension Plan shall be optional for regular part time and probationary part time employees working less than thirty (30) hours per week.

ARTICLE 15 - HEALTH CARE INSURANCE

- 15.01 This Article shall only apply to regular, temporary and probationary employees.
- 15.02 The Employer agrees to pay one hundred percent (100%) of the premium for Plan 1 of the Extended Health Care of the Alberta School Employee Benefit Plan.
- 15.03 The Employer agrees to pay one hundred percent (100%) of the premium for Plan D (E.D.B.) and Schedule 2 (Life Insurance) of the Alberta School Employee Benefit Plan.
- 15.04 The Employer agrees to pay one hundred percent (100%) of the premium for Dental Plan 3 of the Alberta School Employee Benefit Plan.
- 15.05 The Employer agrees to pay one hundred percent (100%) of the premium for Vision/Hearing Care Plan 3 of the Alberta School Employee Benefit Plan.
- 15.06 For the purposes of introducing the Plans under clause 15.02, 15.03, 15.04, and 15.05 the rules and procedures of the insurance carrier shall apply.
- 15.07 For purposes of Article 15, Employer payment of premiums are to cover the twelve (12) month school year.
- 15.08 Benefit plan contributions will be applied in such a manner that the taxable benefits will be reduced to as minimal level as possible.
- 15.09 The Employer shall establish for each eligible employee, a Healthcare/Wellness Spending Account that adheres to Canada Revenue Agency (CRA) requirements and the *Income Tax Act* and its regulations for the benefit of the employee and his/her dependents. "Eligible employee" under this provision means any employee eligible for the ASEBP Health Care Insurance Plan identified in this collective agreement and who have been in the employ of the Employer for the full calendar month in which a contribution is attributed. The Employer will contribute an amount of \$725 per year per eligible employee, in equal monthly installments. Contributions shall be suspended for employees on unpaid leaves of absence in excess of twenty (20) consecutive working days. Any unused balance from the plan year will be carried forward for one year. Upon leaving the employ of the Board an employee shall forfeit any remaining balance after submitting outstanding claims during the run-off period as defined by the carrier.

- 15.10 For Ten Month employees, other than those terminated at the end of the school year, the Employer shall deduct from the May and June paychecks, double the employee portion benefit premiums to cover the employee's contribution for the months of July and August of each calendar year.
- 15.11 Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to employees any rebates of premiums otherwise required under the Employment Insurance Commission's regulations.

ARTICLE 16 - TRAVEL

- 16.01 The Employer shall pay a travel reimbursement at Board-approved travel rates for those employees required to use their own vehicles during the course of employment.

ARTICLE 17 - TRAINING

- 17.01 Should the Employer require an Employee to obtain a Heavy Duty Mechanic License, the Employer shall pay for tuition and books, and shall provide top-up during apprenticeship periods in accordance with the Board policy on "Supplementary Benefit Plan for Apprentices".

ARTICLE 18 - INCLEMENT WEATHER POLICY

- 18.01 In the event of inclement weather, School Bus Drivers shall be guided by current Administrative Procedure. Any amendments to such Administrative Procedure shall be made after discussion between the Employer and the Union.

ARTICLE 19 - PLUG IN ALLOWANCE IN WINTER MONTHS

- 19.01 Except for casual employees, bus drivers shall be allowed the following rate for school bus plug in during the winter months:
- (a) dual block heater/single block heater – at the rate outlined in Administrative Procedure.

ARTICLE 20 - REPLACEMENT OF BROKEN TOOLS/COVERALLS

- 20.01 The Employer agrees to replace tools broken on the job where such tools are not covered by warranty and where the tools have not been broken as a result of inappropriate use or employee negligence.
- 20.02 The Employer shall provide and maintain suitable coveralls to all garage and maintenance employees.

ARTICLE 21 - SALARY

- 21.01 Except for casual employees, regular monthly pay shall be available on the 25th of each month from September to August, excluding December. In December, payment shall be on the last operational day.
- 21.02 Rates of pay shall be as per Salary Schedule A, which is attached to and forms part of this agreement.
- 21.03 Bus drivers may choose to have their salary and benefits spread over twelve (12) months. Such requests shall be in writing and provided to the Employer prior to September 10 of the applicable year.

ARTICLE 22 - SENIORITY

- 22.01 Seniority shall date from the time the employee first entered the service of the Employer as a Regular employee. When a temporary employee is awarded regular employee status, the time accumulated during temporary contracts shall be recognized for seniority purposes.
- 22.02 Seniority shall be retained and shall accumulate during:
- (a) Absence from work during sick leave under Article 10 or other sick leave of less than one (1) year in duration.
 - (b) Absence from work due to injury or sickness which is compensable under the Workers' Compensation Act.
 - (c) Short term leaves of absence without pay less than twenty (20) consecutive working days.
- 22.03 Seniority shall be retained, but shall not accumulate during:
- (a) The first eighteen (18) consecutive months of absence due to injury or sickness not covered by sick leave or the Workers' Compensation Act.
 - (b) Leaves of absence without pay in excess of twenty (20) consecutive working days.
 - (c) Lay off.
- 22.04 Seniority shall be lost when:
- (a) An employee performs the supervisory functions of a position not covered by the collective agreement for a period in excess of one (1) year.
 - (b) An employee is discharged for just cause.
 - (c) An employee resigns.
 - (d) An employee fails to report to work following recall from lay off.
 - (e) An employee has been laid off for a period in excess of one year.

22.05 Seniority lists for regular and probationary employees shall be revised and posted by May 1st of each year. A copy of the list will be sent to the Union.

ARTICLE 23 - LAY OFFS

23.01 The Employer shall notify regular employees who are to be laid off, ten (10) working days before lay off is to be effective. If the employee laid off has not had the opportunity to work on the days provided by this Article, other than for reasons beyond the Employer's control, such as school holidays, bad weather or mechanical breakdown, the employee shall be paid for the days on which work was not provided.

ARTICLE 24 - HIRING PRACTICES

24.01 It is agreed that in the event of lay off, rehiring or filling of vacancies, seniority of regular and probationary employees shall be considered.

24.02 Bargaining unit jobs shall be posted for minimum of five (5) working days prior to making a permanent appointment.

24.03 The Union will be notified in writing of all successful appointments.

ARTICLE 25 - MISCELLANEOUS PROVISIONS

25.01 It is agreed that both parties shall cooperate to the fullest extent in the matter of safety and accident prevention.

25.02 The Employer agrees to provide the President of Local 1661 with a copy of the agenda and minutes of the divisional board meetings, for information purposes.

25.03 Nothing in this agreement prevents the Board of Trustees from providing its buses and having its buses driven by volunteer drivers for curricular activities or activities outside of regular school hours. Such volunteer drivers shall not be subject to any terms of this agreement.

ARTICLE 26 - LABOUR MANAGEMENT RELATIONS COMMITTEE

26.01 The parties agree that a Labour Management Relations Committee may be set up composed of representatives of the Employer and the Union, but limited to three (3) representatives of each to deal with matters of mutual concern that may arise from time to time during the term of this agreement. This committee shall meet as required upon request of either party, but not more often than once every three (3) months. Either party may bring forward any issue and the committee shall upon majority agreement make recommendations to the Employer and Union. The National Representative of the Union may attend meetings of this Committee as one of the representatives of the Union.

ARTICLE 27 - GRIEVANCE PROCEDURE & ARBITRATION

- 27.01 A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement.
- 27.02 The time limits specified in this Article, including all of the stages, and steps referred to, shall not include Saturdays, Sundays, and Named Holidays. Time limits may be extended by the consent of both parties in writing.
- 27.03 Prior to accessing the grievance procedure, the affected parties will attempt to resolve the issue within fifteen (15) days of the issues becoming apparent.
- 27.04 All grievances shall be in writing and must include a statement of the following:
- 1) The name of the grievor(s);
 - 2) The nature of the grievance and the circumstances out of which it arose;
 - 3) The remedy or correction that is being requested; and
 - 4) The section, or sections, of the Collective Agreement violated or infringed upon, or claimed to have been violated or infringed upon.
- 27.05 Discharge or Policy Grievances (Union or Employer) may be filed in writing within fifteen (15) days of the event giving rise to same, and shall commence at Step II.
- 27.06 If the party who responds to the grievance fails to deliver a reply within the specified time limits, the grievance may be processed to the next step. If the party who initiates the grievance fails to process a grievance to the next step within the time limits specified without mutually agreed extension, the grievance may be considered abandoned, however an Arbitrator shall have the jurisdiction to overrule this and hear the grievance if the Arbitrator believes it is reasonable to do so as a result of the timeline being missed as a result of a technical error, that does not prejudice the other party, on a case by case basis.
- 27.07 **STEP I**
- An employee who feels he/she has cause for grievance, may, within fifteen (15) days of the date of occurrence or attempt to resolve the issue may approach the Union, who shall submit the grievance in writing to the Secretary Treasurer or designate. The Union and the Secretary Treasurer or designate will meet within ten (10) days following receipt of the submission at Step I to discuss the grievance. The Secretary Treasurer or designate shall, within ten (10) days following the meeting at Step I, submit their decision in writing to the Union.

27.08 STEP II

Failing a satisfactory settlement at Step I, the Union shall, within a period of ten (10) days following the receipt of the decision at Step I, submit the grievance in its original written form to the Superintendent or designate(s). The parties will meet within ten (10) days following the submission to the Superintendent or designate(s) at Step II in an attempt to resolve the grievance. The Superintendent or designate(s) shall have ten (10) days following the meeting at Step II in which to render a decision in writing.

27.09 STEP III

Failing a satisfactory settlement in Step II, the grievance may be processed to arbitration.

- 27.10 Within twenty (20) days of receipt of the written decision at Step II, either party may request the formation of an Arbitration Board by notifying the other party of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Arbitration Board. Within twenty (20) days the party receiving the notice of intent to go to arbitration, shall notify the other party and their appointee to the Arbitration Board.
- 27.11 The two appointees so selected shall, within a period of twenty (20) days, select a third person to act as Chair, or if the appointees fail to agree on a third person to act as Chair within this timeline, either party may apply to the Director of Mediation Services to have one appointed.
- 27.12 The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitration Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Arbitration Board members is the award of the Arbitration Board, but if there is not a majority, the decision of the Chair governs and it shall be deemed to be the award of the Arbitration Board.
- 27.13 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chair.
- 27.14 Nothing in this Article prohibits the parties from agreeing to appoint a single arbitrator to address an unresolved grievance following Step III of this procedure.

ARTICLE 28 - TERM OF AGREEMENT

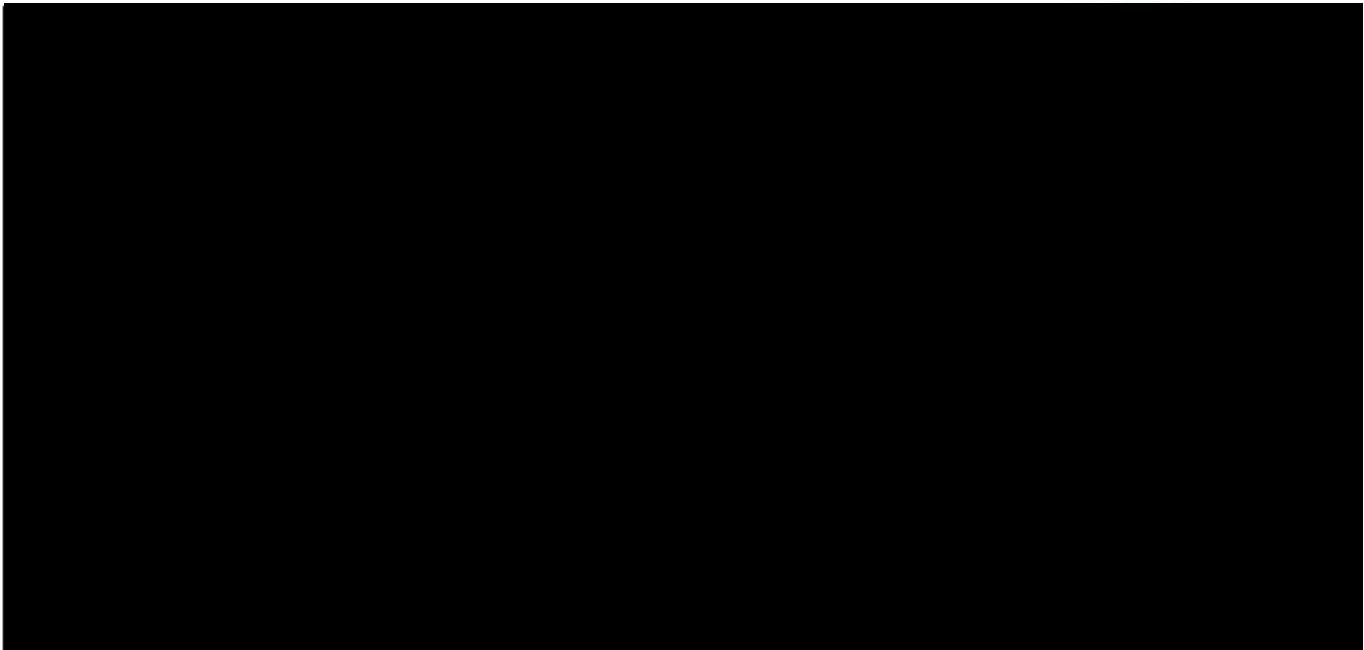
- 28.01 Unless otherwise specifically provided for in this Agreement, this Agreement shall be in full force and effect from the date of execution hereof until August 31, 2020. The date of execution shall be the beginning of the month following the date of signing by the parties.

Either Party shall serve notice of its intention to commence collective bargaining, in writing, to the other Party at least sixty (60) days before and not sooner than one hundred twenty (120) days prior to the expiry date of the Agreement.

- 28.02 Notwithstanding anything in this Article, any portion of this agreement may be opened for negotiation between the Employer and the Union at any time during the term, provided that both parties agree.

IN WITNESS THEREOF the parties hereto executed this agreement this 21 day of January, 2020, by affixing hereto the signature of their proper officers on their behalf.

On behalf of Pembina Hills School Division, Westlock Ward



SCHEDULE "A"

For the term of this agreement, any cost of living increase granted to the non-union staff will be automatically applied to Schedule "A". The effective date for the change will be the same as for non-union staff.

Effective September 1, 2018

Licensed Automotive Mechanic – Job Rate **\$34.68/hour**

Licensed Heavy Duty Mechanic – Job Rate **\$36.69/hour**

Heavy Duty Apprentice Mechanic: To be paid a percentage of the Heavy Duty Mechanic salary as identified below and in accordance with the Alberta Apprenticeship Regulations (AR 282/2000):

65% of the Job Rate in the first period of the apprenticeship program.

75% of the Job Rate in the second period of the apprenticeship program.

85% of the Job Rate in the third period of the apprenticeship program.

95% of the Job Rate in the fourth period of the apprenticeship program.

Lead Mechanic – Job Rate **\$38.73/hour**

When required to perform the full duties of the Lead Mechanic, the Licensed Heavy Duty Mechanic shall be paid the Lead Mechanic rate for the hours performing those duties, providing the Lead Mechanic absence is 3 consecutive hours or greater

Serviceperson – Job Rate **\$21.98/hour**

Journeyman Plumber – Job Rate **\$36.04/hour**

Service Writer – Job Rate **\$20.42/hour**

Skilled Labourer **\$20.42/hour**

Casual Labourer **AB Minimum Wage**

Casual Labourer rates shall apply to the students who do the work of the bargaining unit. Such students are not subject to Article 5 of the Collective Agreement.

SCHEDULE "A-1"

Effective January 1, 2020

Bus Driver – Job Rate \$21.60/hour

Annual Salary will be calculated on the following basis:

Job rate x route time¹ x (number of instructional (student) days + general holidays (statutory/board declared holidays))

1. **Route time will be calculated using the Employer's transportation routing software, as follows:**

- Morning – start of the route to the end of the route, plus
- Afternoon – start of the route to the end of the route, plus
- 45 minutes per day will be added to the route time to account for the following:
 - Regularly washing the bus
 - Pre/post daily walk-arounds
 - Parent phone calls
 - Fueling the bus
 - Completion of daily logs
- Daily hours will be calculated in 15-minute increments

Notwithstanding, no full-time bus driver will be paid less than 3.5 hours/day for a rural bus route or 3.0 hours/day for an in-town bus route.

2. If there is a discrepancy between the routing software calculation and the drivers perceived actual hours, the GPS on the bus will be used to help determine the actual hours.

Extra trips

In addition to the annual salary, the job rate will be applied to the following:

- Department of Transportation inspections
- Deliver of the bus to the shop for servicing
- Professional Development
- Curricular and non-curricular trips
- Pickup and delivery of bus from the shop at the beginning/end of each school year

Driver Instructor

Employees who perform additional duties as a driver instructor shall be paid at \$23.00/hour while performing the duties of driver instructor.

Casual Bus Drivers

Casual bus drivers will be paid the Job rate x calculated route time for the bus driver they are replacing. In addition, if the travel time to pick up the bus at the regular parking place is greater than 50 km one-way, the spare driver will be paid the time to travel to the regular parking place to pick up the bus.

