

COLLECTIVE AGREEMENT

BETWEEN



HIGH PRAIRIE SCHOOL DIVISION

And

CUPE / Canadian Union
of Public Employees
LOCAL 1038

September 1, 2020 – August 31, 2024

SEPTEMBER 15, 2023
This COPY contains
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THIS AGREEMENT entered into this 17 day of June, A.D. 2022

BETWEEN:

THE HIGH PRAIRIE SCHOOL DIVISION
High Prairie, Alberta
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1038
High Prairie, Alberta
(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS

- 1.1 The Employer recognizes the Canadian Union of Public Employees and its Local 1038 as the sole and exclusive bargaining agent for the unit of Employees as specified in Certificate No. C1961-2021 issued by the Labour Relations Board for the Province of Alberta on the 24th day of April 1967, "all regular school bus drivers."
- 1.2 Persons whose jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, in emergencies, or when regular Employees are not available, and providing that the act of performing the aforementioned operations does not reduce the regular wages of any Employee.
- 1.3 No Employee covered by this agreement shall be permitted to make any written or verbal agreement with the Employer or any representative of the Employer which may conflict with the terms of the Collective Agreement.
- 1.4 The Union shall, annually, advise the Employer in writing of the names of its officers.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union recognizes the right of the Employer to manage and direct the Employee'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 by the Employees, which rules and regulations shall not be inconsistent with this Agreement.
- 2.2 The Employer shall be at liberty to transfer the bus drivers from one route to another, whenever such transfer is, in the sole opinion of the Employer, desirable for a more effective transportation system. After September 30th of each school year, except in the case of alleviating a conflict, the Employer shall provide twenty (20) working days' notice, in writing, of its intention to do so to those Employees to be affected by such a transfer, if affected drivers are both in agreement, the notice period may be shortened, with a copy to the Union.
- The regular driver, who is transferred to a route where a conflict occurs in order to temporarily alleviate the conflict, shall receive no less pay than they are entitled to on their regular route.
- 2.3 The Employer shall be the sole judge of competence in relation to driving habits, accident record, care of equipment and all matters pertaining to the safe transportation of students and the efficient running of the bus fleet. Notwithstanding this clause, an Employee or the Union shall not be denied the right of instituting a grievance under Article 5.
- 2.4 The Employer shall provide copies of seniority lists to the Union and the Employee(s) as of June 30th of each year. Such list shall be provided no later than July 31st.
- 2.5 All correspondence to the Local shall be sent to the address provided to the Employer.
- 2.6 Gender Neutral and Singular/Plural

This agreement is intended to be gender neutral and is to be interpreted on that basis where the context permits. Whenever the singular or plural is used in this agreement, it shall be construed as meaning the singular or plural where the context permits.

ARTICLE 3 - DISCRIMINATION

- 3.1 The Employer and the Union agree that there shall be no discrimination, interference, restrictions or coercion exercised or practised with respect to the Employer or any Employee in the matter of hiring, wage rates, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, ancestry, colour, national origin, political or religious affiliation, physical disability, mental disability, physical appearance, family status, or source of income, gender or marital status, gender, gender identity, gender expression, sexual orientation, nor by reason of their membership or non-membership or activity in the Union. Both the Employer and the Union agree to ensure compliance with the *Alberta Human Rights Act*.

ARTICLE 4 - UNION DUES

- 4.1 Union dues shall be deducted from Employees covered by this Agreement and shall be forwarded to the National Secretary-Treasurer of the Union within fifteen (15) days after the end of the month for which deductions were made, including a list of names and addresses of Employees from whom deductions were made.
- 4.2 Union dues shall be deducted from substitute drivers who drive for a regular driver for twenty (20) consecutive working days. Once a driver has commenced paying union dues, the driver shall continue to be deducted union dues. A substitute driver is one who substitutes for a regular driver as a result of sickness, injury or other leave of absence. Substitute drivers do not have a continuing employment relationship and shall not accrue benefits or seniority.

ARTICLE 5 - GRIEVANCE PROCEDURES

- 5.1 At any time during the grievance procedure, an Employee may request Union representation, and this request will not be denied by the Employer. In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or select Stewards whose duties shall be to assist any Employee which the Steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.
- 5.2 The Union shall notify the Employer, in writing, of the names and addresses of all Union officers or representatives which may from time to time be involved in the investigation and processing disputes or differences arising out of this Collective Agreement.
- 5.3 The Employer agrees that the Stewards shall not be hindered, coerced, or restrained in any way in the performance of their duties while investigating disputes as provided in this Article. No Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld and shall be given within a reasonable time.
- 5.4 A grievance under this Agreement shall be a difference concerning the interpretation, application, operation or any alleged violation of this Collective Agreement.
- 5.5 An earnest effort shall be made to settle any grievances fairly and promptly, in the following manner:
 - Step 1: The Employee shall first attempt to settle the dispute with the Director of Transportation within ten (10) working days of the alleged occurrence. The Director of Transportation shall render their decision in writing within ten (10) working days of the grievance being submitted under Step 1.
 - Step 2: Failing satisfactory settlement in Step 1, the Union shall submit within ten (10) working days of the decision in Step 1, the grievance to the Superintendent of Schools. The grievance shall be submitted in writing and shall contain the nature of the dispute and the redress sought. The Superintendent of Schools

shall render their decision within ten (10) working days of the grievance being submitted under Step 2.

Step 3: Failing satisfactory settlement in Step 2, the Union shall submit, within ten (10) working days of the decision in Step 2, the grievance to the High Prairie School Division Board of Trustees. The High Prairie School Division Board of Trustees shall render its decision within ten (10) working days after its next regular meeting.

Step 4: Failing satisfactory settlement in Step 3, the Union shall submit, within ten (10) working days of the decision in Step 3, the grievance to Arbitration.

5.6 Where the Union wishes to process a policy grievance, Clause 5.5, Step 1 may be bypassed.

5.7 Replies to grievances shall be in writing at all stages.

5.8 The Employer shall supply the necessary facilities for the grievance meetings.

5.9 Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and Arbitration procedure.

5.10 For the purpose of Article 5, Grievance Procedure, "days" shall be defined as the regular operating days that the Employees are scheduled to work.

5.11 The time limits as set out in Article 5, Grievance Procedure, may be extended by mutual agreement between the Employer and the Union.

5.12 The Griever shall have the right to be present and have Union representation commencing at Step 2 of the Grievance Procedure.

ARTICLE 6 - ARBITRATION

6.1 Arbitration procedure shall be as set out under the Alberta Labour Relations Code as may be amended from time to time.

ARTICLE 7 - PROBATIONARY PERIOD

7.1 Any new Employee appointed to a position included in this Agreement, shall serve a probation period of ninety (90) days worked from the date of their commencement of service as a regular driver. Notwithstanding anything contained in this Agreement, if a new Employee is unsatisfactory in the opinion of the Employer, they may be discharged at any time during the probation period, and such discharge shall have recourse to Steps 1, 2, and 3 of the Grievance Procedure.

7.2 In the event that a substitute driver, who has worked more than ninety (90) days without a break in employment, is hired to a permanent position, and subject to an adequate

evaluation and completion of the "S" endorsement, and satisfactory MELT training provided by the Employer they will be deemed to have completed their probationary period.

ARTICLE 8 - DISCIPLINE

- 8.1 Whenever the Employer censures an Employee and indicates that dismissal may follow if the Employee fails to bring their work up to a required standard by a given date or that dismissal may follow in the event of any repetition of the act complained of, or omission referred to, then in such event, the Employer shall within five (5) days after censuring the Employee, give written particulars of such censure to the Employee involved. The Employer shall immediately notify the Local, in writing, with a copy to the National Representative, of any Employee who is given a written censure. It is understood that the Employer is not required to censure an Employee prior to dismissing that Employee for just cause, should the Employer so elect.
- 8.2 Upon request of the Employee, all record of any safety disciplinary action taken by the Employer shall be removed after six (6) years. After two (2) years the driver may request a review by Human Resources to have the matter removed, retained, or reduced, and any other disciplinary action taken by the Employer shall be removed after two (2) years from the date of the discipline provided no further disciplinary action has occurred within the intervening period.

ARTICLE 9 - HIRING PRACTICES

- 9.1 New permanent positions or vacancies in existing positions, shall be posted internally for five (5) working days concurrently with advertising outside after application of Article 2.2. A copy of the posting will be sent to the President and posted on the School Division website.

ARTICLE 10 - LAYOFFS

- 10.1 (a) Both Parties recognize that job security will increase in proportion to the length of service. Therefore, where a route is terminated, the laid off Employee may, within ten (10) driving days of being notified of a layoff, bump the least senior Employee who has a route first pickup point within thirty (30) kilometres of the laid off Employee's residence. All Employee requests are to be in writing. An Employee displaced as a result of a bump may bump under the same conditions as stated above. All notifications will be copied to the Union.
- (b) Employees will be recalled in order of seniority provided they are qualified to do the work, and such recall provision shall extend for two (2) school years from the date of layoff. Employees shall be recalled in order of seniority to routes within thirty (30) kilometres of the laid off Employee's residence.

Employees are not required to accept recall to a route more than thirty (30) kilometres of the Employees residence and will remain eligible for recall for the full twenty-four (24) months.

For a period of twenty-four (24) months from the date of lay-off, if an employee's former route number at the point of lay-off becomes available, and the Employee has bumped into another route, or vacant route, or has been recalled and accepted another route, such Employee shall be given first priority for reinstatement to their former route number as per Article 9.1 (Hiring Practices), unless such Employee notifies the Employer/Union in writing that they are no longer interested in being recalled to their former route number.

- 10.2 Exclusive of July and August, the Employer will notify Employees who are to be laid off fifteen (15) working days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work fifteen (15) full days after notice of layoff, they will be paid in lieu of work for that part of the fifteen (15) days during which work was not made available, other than for reasons beyond the control of the Employer such as mechanical or weather or school holidays.
- 10.3 Unless otherwise mutually agreed, a full-time bus driver must give ten (10) working days notice before leaving the employ of the Employer. Failure to give the required notice shall result in the forfeiture of the minimum operating days of service in that year.
- 10.4 Seniority will be defined as the length of service in the bargaining unit from the date of hire. An Employee shall only lose their seniority in the event:
1. they are discharged for just cause and is not re-instated
 2. they resign in writing
 3. they do not return to work on recall from a layoff

ARTICLE 11 - GENERAL HOLIDAYS

- 11.1 The Employer agrees to pay Holiday pay at the rate of regular daily wages for each holiday to the Employee as per Alberta Employment Standards Code.

ARTICLE 12 - VACATION PAY

- 12.1 All Employees within the bargaining unit shall receive vacation pay as set out below:
- (a) Employees employed up to and including one hundred and twenty (120) days worked shall receive four percent (4%) of their gross earnings.
 - (b) Employees employed after one hundred and twenty (120) continuous days worked shall receive six percent (6%) of their gross earnings.
 - (c) Employees employed after ten (10) years of continuous service shall receive eight percent (8%) of their gross earnings.
 - (d) Employees employed after twenty (20) years of continuous service shall receive ten percent (10%) of their gross earnings.

Vacation pay entitlement will be paid at the end of each month worked, based on their gross monthly earnings.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.1 The Employer or its representative will grant representatives of the Union leave of absence, without pay and without loss of seniority, for the purpose of negotiations with the Employer or for attendance at Union Conventions and/or Seminars. Such leave shall not exceed a combined total of thirty (30) operational days per year.

When it is necessary for an Employee to make an application for a leave of absence to perform the duties of their Union, the application must be made in writing through the Union to the Director of Transportation. The Employer will continue to pay the Employee for the period of absence. The Employer will submit an account to the Union and the Union shall reimburse the Employer for all pay and benefits incurred due to the leave for Union business.

- 13.2 The Employer may grant leave of absence without pay, sick leave eligibility, or loss of seniority during the period of requested leave for personal reasons providing the Employee requests such leave in writing and receives approval in advance and providing the Employee arranges for a substitute driver meeting the conditions of this Agreement and the Employer's policy, with the Employer being responsible for the financial arrangements of the substitute driver. The leave shall not come into force or effect until granted by the Employer. The Employer agrees not to unreasonably withhold approval for such a request.

13.3 An Employee shall be granted up to four (4) consecutive working days leave of absence without loss of regular wages or benefits in the event of death of an Employee's spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, niece, nephew, aunt, uncle, or brother-in-law. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.

13.3.1 An Employee shall be granted an additional five (5) days leave of absence without loss of regular wages or benefits in the event of death of an Employee's spouse or child.

13.4 In case of illness of a spouse or dependent, an Employee will be entitled to, upon notifying their supervisor, use accumulated sick leave, to an annual maximum of four (4) days, to care and or make arrangements for the family member who is ill.

Dependent is defined as a member of the Employee's family who is dependent on the support of the Employee.

13.5 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. Leave shall be granted at full pay. The Employee shall remit to the Board any witness fee paid by the Court to the Employee, exclusive of expenses.

ARTICLE 14 - WORKERS COMPENSATION

14.1 The Employer shall maintain coverage by the Workers' Compensation Board for Employees within the bargaining unit while such Employees are within the scope of the Workers' Compensation Act.

ARTICLE 15 - SAFETY AND HEALTH

15.1 The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to Employees.

15.2 All matters pertaining to safety and health shall be referred to the Liaison Committee. All unsafe, hazardous, or dangerous conditions shall be taken up and dealt with at the Liaison Committee meetings.

15.3 Where an Employee on reasonable grounds believes a vehicle to be unsafe, they shall be entitled to refuse to operate that vehicle until it is put in safe condition.

15.4 The Union President shall be notified within twenty-four (24) hours of each accident in which injury to a member of the Union has been sustained.

- 15.5 An Employee who is injured on the job and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at their regular rate of pay.

ARTICLE 16 - EMPLOYEE BENEFITS

- 16.1 (a) Sick leave credits shall accumulate at the rate of one and one-half (1½) days per month worked from September to June in each school year to a maximum of ninety (90) days.
- (b) Should Year Round Schooling be introduced, this Article 16.1 will be re-negotiated. Provision of sick leave credits shall permit the Board to retain and not pass on to the Employees any rebates of premiums otherwise required under unemployment insurance regulations.
- 16.2 A Certificate of illness from a qualified Medical Practitioner may be required to support any request for sick leave with pay. A certificate of health from a medical practitioner may be required to support a return to work. Where such proof is required to support a return to work, the Employer will reimburse the Employee for the cost of the certificate.
- 16.3 The amount payable for each day of sick leave with pay shall be the regular daily wages.
- 16.4 At the end of June each year, the Employer shall advise each Employee, in writing, of the amount of sick leave accrued to their credit.
- 16.5 Effective September 1, 2022, the Employer shall, on behalf of each Employee who has completed ninety (90) calendar days ~~worked~~, contribute:
- (a) ninety percent (90%) ASEBP Extended Health Care Plan II
 - (b) ninety percent (90%) Dental Care Plan 3 provided minimum Employee enrolment criterion is met.
 - (c) one hundred percent (100%) ASEBP Life, Accidental Death and Dismemberment Schedule 2
 - (d) fifty percent (50%) ASEBP Extended Disability.
 - (e) The ASEBP Health and Wellness Account is eight hundred dollars (\$800.00).

Participation in ASEBP Extended Disability is mandatory. Upon qualification for long term disability leave, banked sick days may no longer be accessed, but will remain in the Employee's banked sick time.

Coverage for all of these plans is continuous for twelve (12) months.

- 16.6 The Employer shall match the RRSP contributions of those Employees who have completed the probationary period to an amount of up to five percent (5%) of the Employee's gross salary. One (1) month prior to an Employee's seventieth (70th) birthday, the Employer will deposit the said Employee's amount that would have gone into their RRSP into a TFSA.

ARTICLE 17 - JOB SECURITY

- 17.1 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit will not be sub-contracted, transferred, leased, assigned or conveyed to any other plan, person, company, or non-Union Employee, providing a Union Employee is available and willing to work. When a Union Employee becomes available the work will be immediately reverted back to Union Employee.
- 17.2 The Union agrees that the Employer shall have the right to subcontract, transfer, lease, assign or convey ten percent (10%) or five (5) buses, whichever is greater, of its total fleet units per year should the Employer find such action compatible with public interest, but not before advising the Union in writing by registered mail for a full three (3) months prior to such subcontract, transfer, lease, assignment, or conveyance at which time the Union will be permitted to make representation at a Public School Board meeting.

ARTICLE 18 - LIAISON COMMITTEE

- 18.1 The Employer and the Employees recognize the need and advantages of improved communications among Employees, Trustees, and Administrators on matters pertaining to bussing. As such, it is agreed that a liaison committee will be established to discuss matters pertaining to bussing. The membership of the committee shall be made up of two Trustees and three Employees, along with the Director of Transportation, the Assistant Superintendent of Business, and the Superintendent of Schools in an advisory capacity.

The committee shall meet upon request by either the Employer or the Union. Minutes of committee meetings shall be kept with copies of such minutes sent to each member of the committee, the Employer, and the Union.

The Union shall advise the Employer of the three appointees prior to the first meeting of the year.

ARTICLE 19 - TERM OF AGREEMENT

- 19.1 This Agreement shall be binding and in effect from September 1, 2020 to August 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing of the changes or amendments proposed, not more than one hundred and fifty (150) days nor less than sixty (60) days prior to the termination date of this Agreement. Within ninety (90) calendar days of service notice, both parties shall meet and have a mutual exchange of proposals. If neither party submits notice, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given within the aforementioned sixty (60) to one hundred fifty (150) days in a subsequent year.
- 19.2 The parties may at any time during the existence of this Agreement mutually agree to any amendments to this Agreement.
- 19.3 Notwithstanding the termination dates of this Agreement, if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through the advent of a new Collective Agreement, or until notice of a strike or lockout is received, whichever is first.

ARTICLE 20 - SCHEDULE OF RATES

- 20.1 Basic salary means a basic payment for a minimum of one hundred and ninety (190) operating days per school year, to be calculated in accordance with the following formula:

Pay-out = (A divided by B) times C times D

Where A = Minimum operating days minus B
B = Number of operating days in the school year
C = Total paid days occurring on regular route days and include days run, Union negotiations, paid sick days and HPSD field trips.
D = Route pay (basic plus km pay)

This formula includes proration of minimum operating days when a full year is not worked.

Mandatory meetings and professional development days called on non-driving days will be considered as operational days and will be paid the greater of route pay or hourly rate for the hours in attendance at the event.

- 20.2 The kilometrage to be paid shall be for each route kilometre travelled per day for a minimum of one hundred and ninety (190) operating days per school year. "Route kilometres" means the distance from the first pupil pick-up to the school(s) and return after school.
- 20.3 The Employer agrees to pay the full cost of the medical examination as required by the Highway Traffic Board.

20.4 Long Service Bonus

Long Service Bonuses will be paid lump sum annually by July 10th of each year for the current year worked.

Approved leaves of absence do not constitute a break in service. Personal leaves of absence of more than twenty-two (22) consecutive working days will not be considered in the calculation of long service bonus. Medical leaves will not be considered breaks in service.

- 20.5 Any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect Employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.
- 20.6 Cost of electrical power consumed from an Employee's private property for the purpose of providing electrical heat to buses during winter months shall be reimbursed to the Employee at rates determined by the Board in consultation with the Driver Liaison Committee. Retroactive to September 1, 2020.
- 20.7 The Board agrees to make available the Royal Bank, C.I. Funds, and London Life Group Registered Retirement Savings Plans as a payroll deduction.
- 20.8 Employees are entitled to a Northern Travel Assistance Benefit of \$4000.00 of the salary earned per calendar year. The NTA Benefit is paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Employer and shall be in accordance with the provisions set by Revenue Canada.
- 20.9 Employees shall be paid monthly in accordance with the "Schedule of Rates" under Article 20. The Employer shall pay wages by the 10th of each month.

SCHEDULE OF RATES CHART

**BASIC OPERATING DAYS
MINIMUM OF 190 OPERATING DAYS**

September 1, 2020 – May 30, 2023 0%	June 1, 2023 1.25%	February 1, 2024 1.5%
\$69.35	\$70.22	\$71.27

ROUTE KILOMETRES

KMS	2020 - 2023 - 0%	2023 - 1.25%	2024 - 1.5%
0 - 35	\$0.2852	\$0.2888	\$0.2931
36 - 70	\$0.3018	\$0.3056	\$0.3102
71 - 105	\$0.3169	\$0.3209	\$0.3257
106+	\$0.3336	\$0.3378	\$0.3428

HOURLY RATE

2020 - 2023 - 0%	2023 - 1.25%	2024 - 1.5%
\$20.06	\$20.31	\$20.62

**LONG SERVICE BONUS
CONSECUTIVE FULL YEARS OF SERVICE**

YEARS	2020 – 2023 - 0%	2023 - 1.25%	2024 - 1.5%
3	\$324.28	\$328.33	\$333.26
5	\$410.07	\$415.20	\$421.42
10	\$495.84	\$502.04	\$509.57
15	\$581.61	\$599.01	\$607.99
20	\$667.39	\$675.73	\$685.87
25	\$749.05	\$769.41	\$769.79
30	\$830.63	\$841.01	\$853.63
35	\$912.28	\$923.68	\$937.54

*Alberta's 20 year average Real Gross Domestic Product is 2.7%. Provided that all private forecasts for Alberta's Real Gross Domestic Product for 2023 as of February 2024 are at or above 2.7%, then the gain sharing formula will apply.

HIGH PRAIRIE SCHOOL DIVISION

CUPE LOCAL 1038

Laura Robt

Paul Miller



June 17, 2022.
Date

17 June 2022
Date

Paul Miller



LETTER OF UNDERSTANDING #1

Between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1038

And

HIGH PRAIRIE SCHOOL DIVISION

RE: Benefits – Full-time Employee to Full-time Regular Bus Driver

Whereas both Parties agree that the Collective Agreement between the Parties should not result in a loss of benefits from full-time Employees with benefits who accept positions as full-time bus drivers; and

Whereas the current wording of clause 16.5 of the Collective Agreement would rescind benefits for a period of ninety (90) consecutive days worked.

Therefore, both Parties hereby agree that:

1. Effective September 1, 2021, current full-time Employees of The High Prairie School Division who have benefits and with greater than one (1) year of continuous service who accept a position as a full-time regular bus driver shall qualify for the benefits provided to full-time regular bus drivers immediately upon starting the regular bus driver position.
2. As per the Collective Agreement, the Employee's portion of benefit premiums shall be deducted from the Employees pay.
3. Employees who work both as a regular driver and work in another position, such as but not limited to, a Secretary, or Educational Assistant, can;
 - 3.1 Choose to enroll in both benefit plans for each position and have the Employee portion of benefit premiums deducted from their pay.
 - 3.2 Waive one or both plans, with the exception noted in 3.3.
 - 3.3 Life insurance and Extended Disability benefits are mandatory under the Collective Agreement.

Signed this 17 day of June, 2022, in High Prairie in the Province of Alberta.

HIGH PRAIRIE SCHOOL DIVISION –

CUPE LOCAL 1038

LETTER OF UNDERSTANDING #2

Between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1038

And

HIGH PRAIRIE SCHOOL DIVISION

RE: Two year pilot for a Temporary Appointment

This letter would allow a two-year pilot for the 2023-2024 and 2024-2025 school years to include a temporary appointment in the collective agreement.

1. A driver may be employed by HPSD under a temporary appointment when the driver is employed for the purpose of replacing the same regular driver who is absent from the driver's duties for a period of 90 or more consecutive calendar days.
2. For the duration of the temporary appointment the driver will be paid at the regular route rate and will have the ASEBP benefits as per Article 16.5 of the CUPE agreement.
3. A temporary appointment of employment entered into under #1 must
 - a. Specify the date on which the driver commences employment with the board, and
 - b. Terminate
 - i. On the June 30 next following the commencement date, or
 - ii. On a date provided for in the letter of appointment, whichever is earlier.
4. Notwithstanding anything contained in a temporary appointment of employment, a party to a temporary appointment may terminate that appointment by giving 30 days' written notice of the termination to the other party of the agreement.

Signed this 24 day of August, 2023, in High Prairie in the Province of Alberta.

CANADIAN UNION OF PUBLIC EMPLOYEES
Local 1038

THE HIGH PRAIRIE SCHOOL DIVISION

P. [Signature]

Tim [Signature]



July 24, 2023