

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LIVINGSTONE RANGE SCHOOL DIVISION NO. 68**

**AND**

**THE WILLOW CREEK SCHOOL BUS DRIVERS' ASSOCIATION**

**SEPTEMBER 1, 2011 TO AUGUST 31, 2012**



*Livingstone Range*  
SCHOOL DIVISION NO. 68

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\* Denotes a change to a clause

**THIS AGREEMENT** made this 31<sup>st</sup> day of March, A.D. 2011.

**BETWEEN:**

**THE BOARD OF TRUSTEES OF THE LIVINGSTONE RANGE SCHOOL  
DIVISION NO. 68** (Hereinafter referred to from time to time as the  
"Board")

- OF THE FIRST PART

-and-

**THE WILLOW CREEK SCHOOL BUS DRIVERS' ASSOCIATION, AN  
ASSOCIATION OF SCHOOL BUS DRIVERS EMPLOYED BY THE SAID BOARD**  
(Hereinafter referred to from time to time as the "Association")

- OF THE SECOND PART

WHEREAS the Board desires to hire and employ Bus Drivers to operate school buses on behalf of the Board for the purpose of transporting school children both to and from their respective schools,

AND

WHEREAS the parties hereto have agreed to enter into these hiring presents in accordance with the terms and provisions as hereinafter set forth:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, in consideration of the mutual terms, covenants, and provisions as hereinafter set forth:

IT IS AGREED AS FOLLOWS:

**ARTICLE 1. RECOGNITION**

The Board voluntarily recognizes the Association as the bargaining agent for employees coming within the scope of this Agreement and for matters contained in this Agreement.

**ARTICLE 2. MANAGEMENT RIGHTS**

- 2.1 The board reserves all rights not specifically restricted by the terms of this Agreement.
- 2.2 The Board reserves the right at its sole discretion to terminate the employment of any employee within the scope of this Agreement upon serving not less than thirty (30) calendar days notice upon the employee of such termination.
- 2.3 The Board reserves the right to require an employee at any time to submit to a medical examination by a medical practitioner named by the Board certifying such matters as the Board may determine.

**ARTICLE 3. PAYMENT AND GUARANTEED NUMBER OF DAYS**

The Board shall pay to an Employee for carrying out the duties as a school bus driver aforesaid such amounts as are detailed in Schedule "A-08" attached to and forming part of this Agreement.

- 3.1 The Board shall guarantee an Employee who drives a school bus on a regular route for a complete school year, two hundred (200) days pay at the Employee's daily salary rate.
- 3.2 Sub clause 3.1 shall be pro-rated for Employees who do not drive a school bus for a complete school year.
- 3.3 In consideration of 3.1, the Employee shall forfeit any claim on the Board for any paid leave including sick leave, compassionate/bereavement leave, personal leave.

**ARTICLE 4. VACATION PAY**

- 4.1 An Employee shall be entitled to vacation pay at (six) 6% of regular earnings, payable on June 30 of each year or upon termination of Employment.

4.2 Upon completion of ten (10) years' service as at June 30 of any year, an Employee shall be entitled to vacation pay at (eight) 8% of regular earnings, payable on June 30 of each year or upon termination of employment.

4.3 Upon completion of twenty (20) years' service as at June 30 of any year, an Employee shall be entitled to vacation pay of (ten) 10% of regular earning, payable on June 30 of each year or upon termination of employment.

**ARTICLE 5. WORKER'S COMPENSATION COVERAGE**

The Board shall maintain coverage by the Worker's Compensation Board for Employees covered under this Agreement while such Employees are within the scope of the Worker's Compensation Act.

**ARTICLE 6. SUBSIDIZED GROUP BENEFITS**

Where enrollment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency. The Board will make available the following plans with subsidy as indicated:

6.1 Alberta Health Care  
A.S.E.B.P. - Extended Health Care, Plan 1  
A.S.E.B.P. - Life, Accidental Death and Dismemberment Insurance, Schedule II  
A.S.E.B.P. - Long Term Disability Insurance, Plan D  
A.S.E.B.P. - Dental Insurance, Plan 3

6.2 The Board will subsidize monthly premiums for the above plans, to a maximum amount as detailed in Schedule "A-08, attached to and forming part of this Agreement.

**ARTICLE 7. ASSOCIATION DUES DEDUCTION**

The Board agrees to deduct Association dues from the monthly wages of all regular Employees covered under this Agreement. The amount of such dues is to be forwarded to the Association by the Board. The dues deducted shall be remitted to the Secretary of the Association on a monthly basis.

**ARTICLE 8. GRIEVANCE PROCEDURE**

8.1 Any difference between any Employee covered by this Agreement and the board, or, in a proper case between the Association and the board concerning the interpretation, application, operation or alleged violation of this Agreement, shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustments and settlement shall be as follows:

- 8.2 No grievance by an aggrieved Employee shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance.
- 8.3 PROCEDURE
- 8.3.1 Any grievance of an Employee shall first be taken up between such Employee and the Associate Superintendent - Business Affairs, who shall consider it and render his decision within seven (7) days or a mutually agreed upon time limit. All grievances shall be in writing and shall indicate which clause, in the opinion of the aggrieved, has been violated.
- 8.3.2 Failing settlement under 8.3.1, the matter will be taken up in presentation to a Committee consisting of three (3) members selected by the Association and three (3) members appointed by the Board. The decision of this Joint Committee shall be binding on the parties to the dispute.
- 8.3.3 Failing settlement under 8.3.2, the matter shall be referred to the Board. The decision of the Board shall be binding on the parties to the dispute.
- 8.3.4 Failing settlement under 8.3.3, the matter shall be referred to an agreed upon neutral arbitrator, who will meet with the Joint Committee referred to in 8.3.2, or hear both sides of the case. In addition, the arbitrator shall have the right to examine records and to question witnesses to the extent he deems necessary for the formulation of his decision. The arbitrator's decision shall be final and binding on the parties to the dispute.
- 8.3.5 Failing settlement upon the selection of a neutral arbitrator, the Department of Labour will be requested to appoint the arbitrator who, subject to the foregoing provisions of this Section, shall bring forth a final and binding decision.
- 8.3.6 The cost of the arbitrator shall be borne equally by the Association and the Board.

**ARTICLE 9. TERM OF AGREEMENT**


- 9.1 \* This Agreement takes effect on September 1, 2011 and continues until August 31, 2012; and will continue in effect thereafter, unless notice to amend or terminate is given by either party at least thirty (30) days before the expiration date.
- 9.2 If neither party submits notice under 9.1, this Agreement shall continue from year to year thereafter until notice to amend or terminate is given within the aforementioned thirty (30) days in a subsequent year.

IN WITNESS whereof the Parties hereto have executed this Agreement on the day and year first above written.

**The Board of Trustees of the Livingstone Range School  
Division No. 68**



**Chairman**



**Associate Superintendent, Business Services**

**The Willow Creek Bus Drivers' Association**



**President**



**Secretary**

**LIVINGSTONE RANGE SCHOOL DIVISION NO. 68**  
**SCHEDULE "A-08"**  
**WILLOW CREEK SCHOOL BUS DRIVERS' ASSOCIATION**

**SALARIES**

**A. REGULAR ROUTES**

Basic Per Day	\$ 52.83 per day
Per Km on Established Routes (200 Days)	\$ 0.2271 per km.
Handicapped Student Assistance	\$ 8.16 per day
Express Route Allowance	\$ 6.50 per day
Backhaul Allowance	\$ 6.50 per day

**B. EXTRA TRIPS**

First 3 hours and 45 Km.	\$ 27.75 per trip
Hourly Rate thereafter	\$ 9.25 per hour
Km. Rate thereafter	\$ 0.1710 per km.
Local trips within town limits	\$ 18.50 per trip
Service Trips	\$ 9.25 per hour

**Note:** Handicapped Student Assistance applies only where the bus driver is required, over an extended period of time, to physically assist in the boarding and disembarking of physically disabled students.

**Note:** Overnight or unscheduled, unusual trips to be negotiated with the Transportation Supervisor

**BENEFITS**

Electricity	\$ 190.00 per year
Washing:	
- 23 passenger bus or less	\$ 160.00 per year
- 30 - 36 passenger bus	\$ 210.00 per year
- 42 - 59 passenger bus	\$ 220.00 per year
- 60 passenger bus or greater	\$ 230.00 per year

**NOTE: Payment of "Washing Allowance" will be made automatically in June of each year, with no requirement to provide receipts.**

Medical	100% of actual costs required for license renewal
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Benefit Subsidy:	- Single \$ 22.00 per Month
	- Family \$ 44.00 per Month

Course Attendance: Bus Drivers shall be compensated at the rate of \$9.25 per hour in consideration of attending upgrading courses arranged by the Transportation Supervisor. The "Course Time" on which such payment is made shall be determined by the Transportation Supervisor

**Effective Date: September 1, 2011**