COLLECTIVE AGREEMENT

Between

Peace River School Division

And

CUPE Canadian Union of Public Employees

LOCAL 4839
BUS DRIVERS

SEPTEMBER 1, 2024 – AUGUST 31, 2028

copesepb
Canadian Office &
Professional Employees
AL:df/Local 491

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2024 –2028 COLLECTIVE AGREEMENT

BETWEEN:

PEACE RIVER SCHOOL DIVISION , hereinafter called "the Employer".

OF THE FIRST PART,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4839, hereinafter called "The Union" acting on behalf of the Bus Drivers employed by this Employer.

OF THE SECOND PART

WHEREAS non-instructional personnel of the Employer are to be included as members of the Union under the provisions of the Alberta *Labour Relations Code*; and

WHEREAS the Employer has recognized the Canadian Union of Public Employees, Local 4839 as the sole official bargaining agent acting on behalf of all Employees covered by the Alberta Labour Board Certificate # C1951-2021.

ARTICLE 1 – TERM OF AGREEMENT

1.1 Effective Date

This Agreement will be binding and remain in effect from September 1, 2024 to August 31, 2028, and will continue from year to year thereafter unless either Party gives to the other Party notice in writing, not earlier than one hundred and twenty (120) days and not later than sixty (60) days prior to the thirty-first (31st) of August in any year that it desires its termination or amendment.

1.2 The Parties will meet within thirty (30) days of receipt of the notice to bargain to exchange proposals.

1.3 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement**.**

1.4 Retroactively

This Agreement will become effective on the date of signing except as otherwise specified.

1.5 Continuation

When notice to commence collective bargaining has been served pursuant to Clause 1.1 (Term of Agreement) this Agreement will be deemed to continue to apply to the Parties, notwithstanding the termination date in the Agreement, until

(a) a new Collective Agreement is concluded,

(b) the right of the bargaining agent to represent the Employees is terminated, or

(c) a strike or lockout commences under the provisions of the Alberta *Labour Relations Code.*

ARTICLE 2 – UNION RECOGNITION

2.1 The Employer recognizes the Canadian Union of Public Employees Local 4839 as the sole bargaining agent for the Bus Drivers, covered by this Agreement, as described in the Certificate of the Alberta Labour Relations Board No. C1951-2021**.** The Employer herby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.2 Union business will not take place during an Employee's working hours and/or on any of the Employer's premises without prior permission by the Employer.

2.3 There will be no discrimination or coercion by the Employer or the Union as to whether a Bus Driver is, or is not, actively involved in the Union.

2.4 It is the responsibility of each Bus Driver to at all times be familiar with the terms and conditions of employment as addressed in this Collective Agreement.

2.5 No Bus Driver will be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The Union acknowledges that it will be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. The Employer reserves all rights not specifically restricted by the provisions of this Collective Agreement.

ARTICLE 4 – DISCRIMINATION

4.1 The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace.

4.2 The Employer and the Union agree to ensure compliance with the Human Rights Act of Alberta and that no Bus Driver will be discriminated against by any person in accordance with this legislation.

4.3 All Bus Drivers covered by this Agreement have a right to freedom from harassment in the workplace. The Employer agrees to maintain a harassment free policy for addressing and resolving harassment issues in the workplace. All related matters will be administered in accordance with Policy 19 – Welcome, Caring and Safe Learning Environment, Admin Procedure 170 – Discrimination and Harassment, and Admin Procedure 171 – Prevention of Workplace Violence.

4.4 The Employer or the Union will not discriminate at any time against any Bus Driver on the protected grounds of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, and sexual orientation nor by any reason of their membership or activity in the Union or because of their connection with trade Union organizations.

ARTICLE 5 – UNION DUES

5.1 All Bus Drivers covered by this Agreement will be required to pay Union dues, a monthly fee equal to any monthly dues in accordance with the Union Bylaws.

5.2 Deductions will be made from each payroll and will be forwarded by direct deposit to CUPE National no later than the fifteenth (15^{th}) day following the deduction.

5.3 The Employer will provide the Union with a copy of the monthly check-off list.

5.4 The Union will advise the Employer in writing of any change in the amounts of dues to be collected by the Union from the Bus Drivers covered by this Agreement. Such notice will be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

5.5 The Employer, as directed by the Union in writing, will deduct the amount of the Union dues from the pay of all Bus Drivers covered by this Agreement. The deductions remitted will be accompanied by particulars identifying each Bus Driver by name and classification and if a new Bus Driver, showing starting date of employment. On October 31st and March 31st, the Employer will provide the Union with an updated list of names, addresses and phone numbers of all members of the bargaining unit.

ARTICLE 6 – DEFINITIONS

6.1 Employer

Shall mean Peace River School Division, or its designate.

6.2 Grievance

Shall be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

6.3 Probationary Period

All Bus Drivers must serve a sixty (60) working day probationary period or six (6) months whichever comes first, excluding sick days and leaves of absence before being eligible for the Sick Leave provisions, or the Benefits provisions of this Agreement. At the conclusion of the sixty (60) day or six (6) month probationary period, whichever comes first, the terms of the entire Agreement will apply unless otherwise specified.

A Bus Driver may be terminated at any time during the probationary period without notice and without recourse to the Grievance procedure.

6.4 Seniority

Seniority as referred to in this Agreement will mean the length of continuous service in the employ of the Employer from the date of hire, unless specified under Article 21 (Seniority) of the Collective Agreement.

6.5 Vacation Year

A vacation year will be defined as the ten (10) month period commencing September 1st of each calendar year and concluding on June 30th in the following year for the Driver.

6.6 Layoff

A layoff will mean a reduction in the workforce, consolidation of routes or an elimination of routes.

6.7 Working Days

Working Days are defined Monday through Friday, excluding weekends and general holidays. For school-based Bus Drivers non-operational days are also excluded.

6.8 Where the singular is used in this Agreement, it will be deemed to be the plural where the context so requires and vice versa.

ARTICLE 7 – CLASSIFICATIONS

7.1 For the purposes of this Agreement a Regular, Temporary, Voluntary, and Spare Bus Driver will be defined as follows:

7.2 Regular Driver

A Regular Driver is an Employee who is assigned to a regular bus route.

7.3 Temporary Driver

A Temporary Driver is an Employee hired into a temporary posted position of a minimum of thirty (30) consecutive working days on the same route or until incumbent returns. Temporary Drivers are covered under this Collective Agreement except as defined under the Temporary and Spare Driver Article 18.

7.4 Spare Driver

A Spare Driver is an Employee hired on an intermittent basis to fulfill any driving requirement of the Employer. Spare Drivers are covered under this Collective Agreement except as defined under the Temporary and Spare Driver Article 18.

7.5 Volunteer Driver

A Volunteer Driver is someone who offers to provide driving services to the Employer at no cost to enable enhancement of programs and is not covered by the Collective Agreement.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.1 Labour Management Committee

The Parties agree a Labour Management Committee will consist of not more than four (4) members each from the Management and Union for the purpose of maintaining harmonious communications between the Parties on matters of mutual interest.

8.2 Such Committee will meet if required by either Party, and will be an information sharing committee.

8.3 It is understood that the committee will not hear matters pertaining to grievances and collective bargaining.

8.4 Should the meeting be held within working hours; the Union members will have no loss of pay. If it is outside the working hours; each Party will cover the costs of their members.

ARTICLE 9 – HOURS OF WORK

9.1 Each Bus Driver is required to record their attendance, indicating all periods of absence and reasons for absence in the electronic leave management system.

ARTICLE 10 – LEAVES OF ABSENCE

10.1 Leave of absence without pay and benefits may be granted. Leaves of absence in excess of thirty (30) consecutive calendar days will not be counted as time worked for salary incremental purposes. There will be no accrual of sick leave or vacation in leaves of absence in excess of thirty (30) consecutive calendar days.

Deduction from salary for unpaid leaves of absences of up to fifteen (15) consecutive days will be as follows: Bus Drivers will have their scheduled hours deducted at their daily hourly rate for days missed.

10.2 Maternity/Parental and Adoption Leave

(a) Maternity leave will be for a period of up to sixteen (16) weeks. In addition to maternity leave, a parent may take an additional sixty-two (62) weeks for parental leave pursuant to Alberta Employment Standards. If the mother takes the parental leave, this leave will occur in a contiguous fashion with the maternity leave. New Alberta Employment Standards regulation take this to sixty-two (62) weeks within seventy-eight (78) weeks of the birth.

(b) The health-related portion of each Employee's maternity leave will be as determined by medical documentation with such leave beginning the day the Employee begins the leave regardless of whether this date is the date of delivery or several weeks in advance of the delivery date but in no instance will this date be more than twelve (12) weeks in advance of the delivery date.

(c) The Employer will register and implement a ninety-five percent (95%) Supplementary Unemployment Benefits (S.U.B.) plan which each Employee will access for pay during the health-related portion of her maternity leave. The Employer will pay its portion of each Employee's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion will be without pay and benefits. S.U.B will be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. The Employer will advise each Employee to apply for Extended Disability Benefits (E.D.B.) at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the Employee will apply for E.D.B. benefits and no further salary, benefit contributions, or S.U.B. will be payable.

(d) Each Employee will endeavor to notify the Employer of her leave requirements three (3) months in advance; however, she will give the Employer at least two (2) weeks notice of the day on which she intends to commence maternity leave. In each case maternity leave must commence at least two (2) weeks in advance of the expected date of delivery. Such notice will be in writing.

(e) Prior to the leave commencing, each Employee will endeavor to provide the Employer with the date she plans on returning to work, however, she will give the Employer at least four (4) calendar weeks notice of the day on which she intends to work. Such notice will be in writing.

(f) An Employee returning from maternity leave may be required to pass a medical examination before returning to duty.

(g) An Employee may be required to submit medical certificates in order to receive the SUB.

10.3 Leave to Attend Union Business

(a) If an accredited representative of the Union is required to meet with the Employer or attend hearing to discuss a grievance during work hours, the Bus Driver will be granted leave with pay and benefits subject to suitable arrangements with their immediate supervisor.

(b) If the Employee who is grieving is required to attend an initial grievance meeting, the Bus Driver will be granted leave with pay and benefits at their regular rate of pay and benefits.

10.4 Union Leave

(a) Subject to operational requirements, leave of absence without pay and without the loss of seniority will be granted upon request, to Bus Driver elected or appointed to represent the Union at Union functions. The Employer will, however, pay the above Bus Drivers their regular pay as though they had worked, billing the Union for time lost and any other deductible benefits during the leave of absence.

(b) In the event that a Bus Driver is elected or appointed to a bargaining committee for the Union, the Bus Driver will be granted leave at their regular rate of pay and benefits for the purpose of attending joint collective bargaining, reconciliation, or mediation meetings in the establishment of a new Collective Agreement. The Union will reimburse the Employer for all pay and benefits during the period of absence.

(c) A Bus Driver who is elected to attend a Union convention, conference, school, or to attend any other Union function or meeting of the Union, its affiliated or charted bodies, or any other labour organization with which the Union is affiliated, will be granted leave of absence with pay and benefits. The Union will reimburse the Employer for all pay and benefits during the period of absence.

10.5 Jury Duty Leave

Regular and Temporary Drivers who are subpoenaed to serve as jurors or witnesses in any Canadian court, provided such court action is not occasioned by the Bus Drivers private affairs, will be granted leave of absence without loss of pay equal to the length of the court duty. A Bus Driver in receipt of their regular earnings while serving at a court, will remit to the Employer all monies paid to the Bus Driver by the court, except travelling and meal allowance not reimbursed by the Employer. Bus Drivers will come to work during those regularly scheduled hours that they are not required to attend court.

10.6 Job Protected Leaves

Eligible Bus Drivers can take other job protected leaves for various personal matters as outlined under as per Alberta Employment Standards https://www.alberta.ca/job-protected-leaves.aspx

Leave Category

- Reservists leave
- Compassionate care leave (leave to care for a critically ill family member)
- Death or disappearance of a child
- Critical illness leave (includes child and adult family members)
- Domestic violence leave
- Personal and family responsibility leave
- Citizenship ceremony leave
- Bereavement leave
- Long-term illness and injury leave
- Maternity/Parental Leave

10.7 Bereavement Leave

Bereavement leave is administered in accordance with Administrative Procedure 408 – Personal Leaves of Absence. The Division will consult with the Union prior to making any changes.

ARTICLE 11 – SICK LEAVE PROVISIONS

11.1 Sick leave means the period of time a Bus Driver is permitted to be absent from work with full pay by virtue of:

(a) being sick or disabled;

(b) obtaining necessary medical or dental treatments;

(c) an accident for which compensation is not payable under the Worker's Compensation Act;

(d) isolation due to diagnosis of contagious disease.

A doctor's note may be requested by the Transportation Department for sick leave claimed above. If medical evidence is requested by the Employer, the Employer will reimburse the Bus Driver for any related costs invoiced by a doctor.

11.2 Sick leave will be earned by the Bus Driver on the basis of two days for every month of service to a maximum of twenty (20) working days each year. A Bus Driver will be entitled to an accrual to a maximum of sixty (60) working days of the unused portion of sick leave for the Bus Driver's future benefits.

11.3 A Bus Driver may be required to produce medical evidence acceptable to the Employer as to the reason for the absence for any illness after three (3) consecutive days certifying such Bus Driver was unable to carry on the Bus Driver's duties due to illness. If medical evidence is requested by the Employer,

the Employer will reimburse the Bus Driver for any related costs invoiced by a doctor.

11.4 Bus Driver's will be allowed to use up to ten (10) of their accumulated sick days per school year for family dependent illness and appointments or medical/dental appointments that cannot be scheduled during non-working hours**.**

11.5 Personal Leave Days – Effective September 1, 2019

Bus Drivers may be entitled to use two (2) of their Sick Bank days as Personal Leave Days per year with the provision that they are able to get a replacement for their absence. These days must be used in the year with no carryover to the next school year.

ARTICLE 12 – REMUNERATION/PAY SCHEDULE

12.1 Pay Periods

(a) Employees will be paid on the basis of ten pay periods, to be paid by the tenth (10^{th}) of each month from October to July**.**

(b) Regular Drivers or Temporary Drivers under contract prior to beginning of school year will be given an advance to be paid on the 10^{th} of September. The advance will be calculated at fifty percent (50%) of Minimum Daily Earnings Clause 12.4(d) (Regular Driver) times the number of instructional days in September.

12.2 Pay Calculations

Pay calculation changes will become effective immediately upon notification to the driver by the transportation department of the change giving rise to the pay change. Drivers are required to inform the transportation department as soon as they are aware of requested or potential changes in their route.

12.3 For the purpose of this Article the following definitions will be used:

(a) Daily Rate is the amount negotiated under Clause 12.4(c) (Regular Driver) for the duties standard to all drivers, including daily inspection of bus, cleaning and washing, fueling, pupil management record keeping. Standard duties are those duties classified as regular in the Transportation Handbook

(b) Instructional Day is defined as a day on which classes are scheduled

(c) General Holidays is defined under Article 13 General Holidays.

12.4 Regular Driver

(a) Regular Bus Driver's daily pay will be calculated based on the TF116 Route Mileage Confirmation form. The daily pay for a regular bus route equals the daily rate (base) plus the kilometres times the kilometrage rate per *Section C3.2.2.5e of the Funding Manual for School Authorities*.

(b) Rates

The earnings of a Regular Driver will be:

Per Kilometer

$0.31 effective September 1, 2024
$0.33 effective September 1, 2025
$0.34 effective September 1, 2026
$0.36 effective September 1, 2027

(c) Daily Rate

$61.64 effective September 1, 2024
$64.75 effective September 1, 2025
$66.50 effective September 1, 2026
$69.45 effective September 1, 2027

Through to the end of the Agreement for the duties standard to all drivers including daily inspection of their bus, cleaning and washing, fueling, pupil management record keeping. Standard duties are those duties classified as regular in the Transportation Handbook.

(d) Minimum Daily Earnings

Daily Rate plus Kilometrage - No Regular Driver will receive less than:

$71.10 effective September 1, 2024
$75.00 effective September 1, 2025
$77.25 effective September 1, 2026
$81.00 effective September 1, 2027

12.5 Basic Pay

(a) Daily rate of pay includes the following: *Part 1*

- pre-trip/post-trip and filling out paperwork;
- fueling;
- plugging in the bus;
- driving the route/pickup and drop-off of students
- attendance sheets/seating plans and the weekly submission of these (could be sent to the office with another driver or mechanic);
- parent contacts;
- monthly timesheets;
- student discipline;
- regular cleaning includes sweeping, removing garbage, dusting the dashboard, and washing outside windows;
- per the handbook and job description, daily, weekly, monthly and annual cleaning.

(b) Extra Pay for: *Part 2*

(i) Bringing bus to shop for maintenance;

(ii) Division Staff/Division Safety meetings or any other meetings at a minimum of three (3) hours at the hourly rate.

12.6 Payment of Temporary and Spare Drivers

(a) All temporary and spare driving services will be reported to the Employer and all compensation earnings to Temporary and Spare Drivers will be paid by the Employer.

(b) Temporary and Spare Drivers will be paid one hundred percent (100%) of the Regular Driver's wage for the route on which they drive plus vacation pay at the rate of four percent (4%) on the foregoing, for each instructional day of service. (If a Temporary or Spare Driver provides service for a portion of the day, then the rate will be pro-rated according to the amount of service provided for that day).

(c) In cases where temporary and spare driving service arises from leave of absence without pay, in accordance with AP 446 Personal Leave, the Regular Driver's salary will be reduced by one (1) ~~i~~nstructional day per day of leave.

12.7 Additional Earnings

(a) For the purpose of this Article hourly rate will be defined as:

$23.20 effective September 1, 2024
$24.45 effective September 1, 2025
$25.18 effective September 1, 2026
$26.43 effective September 1, 2027

(b) Service Trips

Any trip where the Driver is authorized to transport the bus to a location other than their normal destination will receive earnings as per Clause 12.7(a) (Additional Earnings).

(c) Wheelchair Earnings

School Bus Drivers transporting students that require wheelchairs will be compensated an extra one half (½) hour per day at the hourly rate set out in Clause 12.7(a) (Additional Earnings), for each wheelchair bound student being transported.

(d) Extracurricular Trips/Field Trips

Drivers involved in extracurricular trips and field trips will receive pay for driving as per Clause 12.7(a) (Additional Earnings). No trip will pay less than one (1) hours wages.

Extracurricular and field trips completed in one (1) day will receive actual standby time based on Clause 12.7(a) (Additional Earnings) .

Overnight field trips will receive eight (8) hours standby time on the first day and every subsequent day receive a maximum of eight (8) hours standby time, except on the final return trip day, where standby time will be the actual hours based on Clause 12.7(a) (Additional Earnings).

(e) Driver Training and Professional Development

Additional salary will be paid only for attendance at training and professional development activities specified as compulsory by the Employer. Salary for attending these activities and similar ones of discretionary nature, with prior approval of the Employer, will be paid at the hourly rate in accordance with Clause 12.7(a) (Additional Earnings). Online courses taken, with prior approval by the Employer and with evidence of completion, will be paid in accordance with Clause 12.7(a) (Additional Earnings).

The Employer will compensate Regular Bus Drivers yearly for compulsory online courses. Scheduled professional development will be paid per Clause 12.7(a) (Additional Earnings)and will be mandatory and scheduled on some PD days per the school year calendar.

Should additional courses be required, the Employer will pay all Bus Drivers the additional allotted time according to PSW at their hourly rate immediately upon completion.

(f) Additional Assigned Duties:

An hourly rate as per Clause 12.7(a) (Additional Earnings) will be paid to an Employee when assigned, which may include but is not limited to the following:

- Additional student transportation
- Shop Support
- Mechanical breakdown
- Extraordinary Route Delays
- Approved Stand-by Time

(g) Court Witness

When a Driver has been summoned to court as a witness to a violation of the *Highway Traffic Act* or for any incident that occurred during their line of duty for the Employer, they may be compensated at the effective hourly rate as per Clause 12.7(a) (Additional Earnings).

12.8 Expense Reimbursement

(a) Use of Personal Vehicle

With prior approval, a Bus Driver using their own vehicle for the Employer to transport goods or materials and personnel will be reimbursed at the Division's kilometrage as specified in the Schedule of Rates Policy.

ARTICLE 13 – GENERAL HOLIDAYS

13.1 Each Regular Driver will receive one day's pay for each of the following General Holidays: Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day and Canada Day, National Day for Truth and Reconciliation. (as per Board motion #15900 that in honour of Truth and Reconciliation, September 30 be declared a non-operational day annually, when it falls during the week).

13.2 Other holidays with pay, may be granted at the discretion of the Employer from time to time.

ARTICLE 14 – SCHOOL CLOSURE

14.1 Notwithstanding the above Article 13 (General Holidays), in the Event of a system wide shut down, school closure or route shutdown, a Bus Driver's salary will not be reduced for the first five (5) consecutive working days that the school or route is not in operation. After five (5) consecutive working days the Employees salary will be reduced by one (1) working day for each day the school or route is not in operation. (The term "system wide" does not include or apply to buses or bus routes contracted to other school jurisdictions).

ARTICLE 15 – EXTRA CURRICULAR, ADDITIONAL FIELD TRIPS

15.1 Drivers involved in extracurricular trips, field trips and service trips will receive pay for driving at the rate reflected in Cause 12.7(a) (Additional Earnings). No trip will pay less than one (1) hour’s wages.

15.2 Stand-by Time Payment

(a) Stand-by time for these trips will be at the rate reflected in Clause 12.7(a) (Additional Earnings).

(b) Extracurricular and field trips completed in one (1) day will receive actual stand-by time.

(c) Overnight Field Trips will receive eight (8) hours stand-by time on the first day and every subsequent day receive a maximum of eight (8) hours stand-by time, except on the final return trip day, where stand-by time will be the actual hours.

(d) When a Driver has been summoned to court as a witness to a violation of the *Highway Traffic Act* or for any incident that occurred during their line of duty for the Employer, they may be compensated at the effective hourly rate.

ARTICLE 16 – LONG SERVICE RECOGNITION ENTITLEMENT

16.1 For the purpose of this Article Long Service Entitlement is defined as a retention incentive for Regular Bus Drivers who are actively driving for PRSD.

16.2 A Regular Driver will qualify for Long Service Entitlement when their continuous service with the Employer is more than three (3) years. The entitlement is based on seventy-four dollars and thirteen cents ($74.13) per completed year of service.

16.3 Completed year of service will include each day the Bus Driver is paid, including driving days, paid sick days and general holidays and is calculated on June 30th of each year to the nearest tenth (10th).

16.4 The completed years of service calculation will be used to determine the long service entitlement to be paid in the following school year on a monthly basis. Long service entitlement will be paid on a pro-rate basis with the 1/10th monthly payment.

16.5 Long Service Entitlement is not to be included in the calculation of vacation pay.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

17.1 An Employee will have the right to request Union representation at any time when involved in a discussion with the Employer under this Article.

17.2 The Employer agrees to consider this process in the spirit of cooperation, rather than in the spirit of punishment, and will endeavor to assist the Employee in improving their work file.

17.3 The Employer will only discipline or discharge for just cause. Both Parties recognize the value of progressive discipline.

17.4 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a verbal or written warning to the Employee.

17.5 Where, circumstances permit, the Employer will schedule a disciplinary discussion with the Employee by giving them reasonable advanced notice which will not be less than twenty-four (24) hours. At such discussion, an Employee may be accompanied by a representative of the Union. Should a Union representative be unavailable, the Employer will not be prevented from taking disciplinary action.

17.6 Discipline documentation will provide the specifics of the issue(s) that gave rise to the disciplinary action, will provide direction regarding work performance

expectations and timeline for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the discipline documentation will be placed on the Employee's personnel file. A copy of the discipline documentation will be forwarded to the President of the Union.

17.7 An Employee who has been subjected to disciplinary action may after twelve (12) months of continuous service from the date the disciplinary measure was invoked, request in writing to have their personnel file cleared of any record of the disciplinary action. Such request will be granted provided the Employee's file does not contain a related record of disciplinary action during the twelve (12) month period. The Employer will confirm in writing to the Employee that such action has been affected.

17.8 Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence will be limited to the grounds stated in the investigation, written discharge or discipline notice to the Employee and the Union.

If the Employee concerned wishes to respond, they may do so in writing, and such response will become part of the documentation. At the Employee's request, a copy of their response will be forwarded to the Union.

ARTICLE 18 – TEMPORARY AND SPARE BUS DRIVERS

18.1 On the date of ratification if a Driver is currently holding a temporary position, the Employer will provide the following:

Article 11 – Sick Leaves
Article 27 – Health Benefits, if eligible
Clause 27.2 – Health Spending
Article 28 – RRSP

18.2 The following Articles do not apply to Spare Drivers:

Clause 6.3 – Probationary Period
Clause 6.5 – Vacation Year
Article 10 – Leaves
Article 11 – Sick Leaves
Clause 11.5 – Personal Leave Days
Article 16 – Long Service Recognition
Article 24 – Layoff and Recall
Article 27 – Health Benefits
Article 28 – RRSP

ARTICLE 19 – VACATION PAY

19.1 Effective September 1, 2019, vacation pay in lieu of vacation will be paid monthly.

19.2 Bus Drivers who terminate employment with the Employer will receive any vacation pay entitlement due at the time of termination.

19.3 Drivers will receive vacation pay in lieu of vacation at the following rate:

0-1 year continuous employment	4% gross salary
2-7 years continuous employment	6% gross salary
8-15 years continuous employment	8% gross salary
16-25 years continuous employment	10% gross salary
26+ years continuous employment	12% gross salary

19.4 For the purpose of this Article continuous employment means no breaks in service except on approved leaves.

19.5 All vacation periods will be on non-operational days.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 The purpose of this Grievance procedure is to ensure the Grievance is processed in an expeditious manner.

(a) The Parties agree that the time limits set forth in this Article will be mandatory unless the Parties mutually agree to extend timelines in writing, exclusive of Saturday, Sunday, Named Holidays and non-instructional days (any day students are not scheduled to be in school).

(b) If the Employer fails to comply with the time limits, the grievance may be processed to the next step. If the Union fails to comply with the time limits provided in this Article, the grievance will be considered abandoned.

(c) At any time during this process, an Employee may be accompanied by a representative of the Union.

(d) Any time limits contained in this Article may be extended by the mutual consent, in writing, of the Parties.

20.2 <u>Policy Grievance</u>

Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance, the informal discussion may be bypassed.

20.3 Termination Grievance

Where a dispute involving termination occurs, the informal discussion may be bypassed.

In the event that a dispute occurs between the Employer and Union regarding the interpretation, application, administration or alleged violation of the Agreement the following procedure will be followed:

(a) Informal Discussion

Such grievance will first be discussed by the grievor or the Union within ten (10) consecutive working days from the date of the incident giving rise to the grievance, or from the date the grievor should have been reasonably aware of the incident, whichever is later, with their supervisor, with the objective of resolving the matter informally. Where the Parties have met under this provision, the Employer or designate will communicate its response to the grievor and the Union within ten (10) working days of their meeting.

(b) Step 1

If the Union is not satisfied with the disposition of the grievance after the informal discussion or if no decision has been rendered within ten (10) consecutive working days of raising the matter with their Supervisor, the Union may file a grievance in writing to the Manager or designate. Such submission will set out the name of the grievor(s), particulars regarding the nature of the grievance, the Articles of this Agreement, which is alleged to have been violated, and the remedy sought. The grievor and/or the Union will be offered the opportunity to present their concerns to the Manager of their department in a face-to-face hearing.

(c) Step 2

In the event the grievance is not resolved to the satisfaction of the Union within ten (10) consecutive working days following receipt of the Step 1 response, the Union may, by written notice, advance the grievance to the Secretary-Treasurer or designate. Such submission will set out the name of the grievor(s), particulars regarding the nature of the grievance, the Articles of this Agreement, which is alleged to have been violated, and the remedy sought. The Union will be offered the opportunity to present their concerns to the Secretary-Treasurer or designate in a face-to-face hearing.

20.4 Grievance Mediation

The Employer and the Union agree to consider “Grievance Mediation” as an alternative disputes resolution process for those issues that have been or may be referred to an Arbitrator. Grievance Mediation will be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the

results of such mediation are not binding, nor do they preclude continuing with the arbitration process. Selection of a Mediator will be completed by mutual agreement between the Employer and the Union. Each Party to the grievance mediation will bear in equal proportions the expense of the Mediator.

20.5 Arbitration

(a) In the event the grievance is not resolved to the satisfaction of the Union, within ten (10) consecutive working days following receipt of the Step 2 response, the Union on behalf of the grievor may by written notice require moving to arbitration.

(i) Such notice must be given to the Secretary-Treasurer or designate within ten (10) consecutive working days after the Step 2 response.

(b) The grievance may be referred to a single Arbitrator within fifteen (15) working days as per the Alberta *Labour Relations Code*. In the event of failure to agree on the appointment of an Arbitrator, any Party may request the Director of Mediation Services make the necessary appointments.

(c) The Arbitrator will hear and determine the grievance and will issue an award in writing.

(i) Such award will be final and binding upon the Parties and any Employee affected by it.

(d) The Arbitrator by their decision will not alter, amend or change the terms of this Agreement.

(e) Each Party to the grievance will bear in equal proportions the expense of the Arbitrator.

ARTICLE 21 – SENIORITY

21.1 Seniority as a Regular Driver will be defined as the length of service in the bargaining unit from date of hire. When a Regular Driver resigns from their permanent position and becomes a Substitute Driver, they will maintain their seniority.

21.2 After the completion of the probationary period, seniority for Temporary and Spare Drivers will be effective as of the last date of hire as determined by their accumulated services.

21.3 Days accumulated during temporary or spare driving will be recognized for seniority purposes when a Temporary or Spare Driver applies for Regular Driver Status. Total accumulation will be based on days driven rather than date of hire.

21.4 The Employer will provide the Union with an up-to-date seniority list once per year, on October 15th.

21.5 An Employee will lose their seniority in the event:

(a) The Employee is discharged for just cause and is not reinstated.

(b) The Employee resigns in writing and does not withdraw within two (2) instructional days.

(c) The Employee has not worked for a period greater than twelve (12) consecutive months.

21.6 Seniority will cease to accrue during unpaid leaves of absence in excess of thirty (30) working days excluding unpaid leaves such as maternity leave and unpaid sick leave.

ARTICLE 22 – JOB POSTINGS AND STAFF CHANGES

22.1 Where possible, Employees will provide the Employer thirty (30) days' notice in writing of their intention to resign.

22.2 When a vacancy occurs resulting from a resignation or termination of employment or when a new bus route is created, job postings will be posted online. Temporary vacancies of more than thirty (30) working days will be posted for one week.

22.3 Bargaining unit applicants will be given first preference for all job postings as long as they meet the hiring criteria for filling vacant routes.

22.4 Seniority will be the deciding factor when all other relevant factors in assessing applicants, as provided in the Employer's hiring criteria for filling vacant routes, are considered equal.

22.5 The Union will be notified in writing of all staff and route changes.

22.6 There will be no trading of routes or route numbers, on a permanent basis. Nothing in this Agreement prohibits the Employer from reassigning and reconfiguring routes or route numbers or Employees in grieving such action by the Employer.

22.7 Trading may only be done in an emergent situation or short-term change, such as vacation replacement, by mutual agreement of the Parties, with approval of the Employer.

ARTICLE 23 – SUBROGATION CLAUSE

23.1 Definitions (for the purposes of this Article only):

(a) Cost of Absence means the total remuneration paid by the Employer during a period when the Employee was absent from work.

(b) Interest means interest calculated in accordance with the provisions of the Alberta *Judgment Interest Act*, SA 1984, c.J-0.5, and amendments and regulations thereto.

(c) Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the Employee agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

(d) Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Employee by the Employer.

(e) Employee means an Employee in respect of whom the Employer has incurred a Cost of Absence, and includes the Employee's Personal Representative, Trustee, Guardian or the Estate of the deceased Employee.

23.2 In the event that the Employer incurs a Cost of Absence as a result of an act or omission of a third party, the Employer is subrogated to any right or recovery of the Employee from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:

(a) The Employee will advise the Employer in advance of the Employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a Cost of Absence;

(b) The Employee will upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the Employee's claim;

(c) The Employer will have the right (but not the obligation) to maintain an action in the name of the Employee and engage a solicitor (including the Employee's solicitor) to recover the Cost of Absence;

(d) The Employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;

(e) The Employee will not settle their claim without the prior written consent of the Employer as to the amount of the Cost of Absence to be recovered by the Employer;

(f) Upon resolution of the amount of the Cost of Absence payable to the Employer, the Employer may, upon default of payment by the Employee following demand by the Employer offset the agreed upon amount of the Cost of Absence payable to the Employee by the Employer;

(g) The Employee will not release any third party from the Cost of Absence without the consent of the Employer; and

(h) The Employer's consent to settlement will not be unreasonably withheld.

23.3 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of the Cost of Absence, the Employee will, as of the date of Settlement or Judgment, pay the full Cost of Absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.

23.4 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to a portion of the Cost of Absence, the Employee will as of the date of Settlement or Judgment, pay to the Employer, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.

23.5 The Employee will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provision of this Article.

23.6 In exercising any of its rights under this clause, the Employer will have due regard for the interests of the Employee.

23.7 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of, or a portion of the Cost of Absence, and where the Employee has paid to the Employer the Cost of Absence (whether all or a portion), the Employer will reinstate to the Employee the number of sick days used during the absence in an amount equivalent to the proportion of the Cost of Absence recovered (whether all or a portion).

ARTICLE 24 – LAYOFF & RECALL

24.1 When a layoff occurs due to consolidation of routes, the affected Employee with the least seniority will be the laid off Driver.

24.2 When routes are reconfigured or consolidated, first consideration for assignment to the routes will be given to the Driver affected who has the most seniority provided the Employee resides within fifteen (15) kilometres of the bus route.

24.3 Where a Bus Driver is laid off, the laid off Bus Driver may, within ten (10) working days of being notified of a layoff, displace the least senior Bus Driver provided the laid off Bus Driver resides within fifteen (15) kilometres, by road, of the least senior Bus Driver's route or is willing to drive to a point on the route authorized by the Employer to pick up the bus.

24.4 Drivers who are laid off will, in accordance with other seniority provisions in this Agreement, be given first choice of employment should a bus route become available within a two (2) year period from date of layoff.

24.5 Refusal to accept offers of employment to bus routes where the Employee resides more than fifteen (15) kilometres from the bus route, will not limit the Employee's right of recall. The Employee will be considered terminated, and the Employer will have no further obligations to offer employment, where an Employee refuses to accept an offer of employment to a bus route where the Employee resides within fifteen (15) kilometres of the bus route.

24.6 Notwithstanding Clause 24.5, refusal by an Employee to accept an offer of employment to a bus route where the Employee resides within fifteen (15) kilometres of the bus route but would not be permitted by the Employer to park the bus at their residence, will not limit the Employee's right of recall.

ARTICLE 25 – NORTHERN TRAVEL BENEFIT

25.1 For the purposes of this Agreement, ten percent (10%) of the annual salary as set out in Clause 12.2 (Pay Calculations) to a maximum of four thousand dollars ($4,000.00) will be considered to be a Travel Assistance Benefit paid. This amount will be indicated as such in the appropriate box on the Annual T4 slip. The provision of this benefit will in no fashion add to the cost of salary or benefits to the Employer.

ARTICLE 26 – RETROACTIVITY CLAUSE

26.1 An Employee who was employed within the bargaining unit, between September 1, 2024, and the date of ratification by both Parties, and has subsequently left the employment of the Employer, will be eligible to receive any applicable retroactive pay if the individual applies in writing to the Employer within thirty (30) calendar days of the date of ratification.

ARTICLE 27 – HEALTH BENEFITS

27.1 Extended Health Care Plan

Effective September 1, 2019, the Employer will pay one hundred percent (100%) of the premiums for the Alberta School Employee Benefit Plan Extended Health Care Insurance Plan 1 for the school year. Eligibility for participation in this plan will be subject to the master policies of ASEBP.

(a) Effective July 1, 2026, the Employer agrees to pay the July benefits premiums for the Bus Driver's Extended Heath Insurance coverage.

(b) The Employer will also deduct the remaining one (1) month premium over a period of ten (10) months.

27.2 Health and Wellness Spending Account

Effective September 1, 2024, the Employer will provide each Regular Driver with an ASEBP Health and Wellness Spending Account of seven hundred-fifty dollars ($750.00).

ARTICLE 28 – RRSP

28.1 The Employer will contribute an amount per month, and the Employee will contribute the same amount per month, over ten months towards an RRSP, as designated by the Driver based on the RRSP option plans made available by Employer. The amount per month is seventy-five dollars ($75.00).

IN WITNESS HEREOF the Employer and the Union have executed this Agreement dated: Jan 7, 2026.

ON BEHALF OF THE EMPLOYER
(Peace River School Division).

Lacey Buchinski (Dec 15, 2025 12:42:04 MST)

Lacey Buchinski, Board Chair

David Rushton
David Rushton (Dec 15, 2025 12:43:42 MST)

David Rushton, Trustee

Rhonda Freeman (Dec 19, 2025 10:36:02 MST)

Rhonda Freeman, Secretary-Treasurer

ON BEHAVE OF THE UNION
(CUPE Local 4839 Bus Drivers)

Teresa Hovelkamp
Teresa Hovelkamp (Jan 7, 2026 13:37:14 PST)

Teresa Hovelkamp

Jackie O'Brien (Jan 5, 2026 11:59:47 MST)

Jackie O'Brien

Norbert Pinard (Dec 19, 2025 22:55:45 MST)

Norbert Pinard

LETTER OF UNDERSTANDNG #1

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

And

PEACE RIVER SCHOOL DIVISION

Re: The Process for filling Vacant Routes by Peace River School Division for Bus Drivers

The Employer and the Union agree that Article 22 (Job Postings and Staff Changes) in the main body of the Collective Agreement is amended as follows only for bargaining unit members who apply for vacancies.

The process for filling a vacancy will be as follows:

Following the closing date for applications, the Employer will:

1. Create a full list of applicants from the bargaining unit, by seniority, as defined in Article 21 (Seniority) in descending order.

2. Definition of Bargaining Unit Member for the purposes of hiring under this Collective Agreement, is a Bus Driver hired under this Collective Agreement as of their date of hire as a Driver.

3. The Employer will go down the list of applicants, in order of seniority. The most senior applicant who:

   - Either lives on or is within ten (10) kilometres of the route or is willing to pick the bus up in town or pick up the bus within ten (10) kilometres of the route; and

   - both meets qualifications of the position, and who scores to an acceptable level on the hiring criteria which will be attached to this Agreement; and

   - has not already changed routes in the past six (6) months, unless mutually agreed upon in writing when hired that if a route becomes available closer to the Employees residence, within the six (6) months, the Employee can apply for that route and will be offered the position.

4. All applicants who do not receive the position due to failing to meet the qualifications will be notified of the qualification they failed to meet.

5. The Union will be notified of the successful applicant.

6. The successful applicant will be allowed to drive the new route for three (3) days before deciding to keep the route or return to their original route

7. If no applicants meet the criteria under number 3 the route may be offered to the Driver who lives closest to the route with the understanding that if a route is posted in the future where the Driver lives within ten (10) kilometres of such route. they will be assigned to that route.

8. If no applicants meet the above-mentioned criteria for the route, then management may choose to re-advertise the position internally and eternally or award the position to the most qualified applicant, pending training as laid out by management.

Business process accepted as presented by Local 4839.

ON BEHALF OF THE EMPLOYER
(Peace River School Division).

Lacey Buchinski (Dec 15, 2025 12:42:04 MST)

Lacey Buchinski, Board Chair

David Rushton (Dec 15, 2025 12:43:42 MST)

David Rushton, Trustee

Rhonda Freeman (Dec 19, 2025 10:36:02 MST)

Rhonda Freeman, Secretary-Treasurer

ON BEHAVE OF THE UNION
(CUPE Local 4839 Bus Drivers)

Teresa Hovelkamp (Jan 7, 2026 13:37:14 PST)

Teresa Hovelkamp

Jackie O'Brien (Jan 5, 2026 11:59:47 MST)

Jackie O'Brien

Norbert Pinard (Dec 19, 2025 22:55:45 MST)

Norbert Pinard

Dated: Jan 7, 2026

LETTER OF INTENT

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

And

PEACE RIVER SCHOOL DIVISION

Re: Personal Harassment, Violence in the Workplace and Safety

The Parties agree that these issues are essential components of safe and caring workplace. The Division maintains policies and admin procedures to support these goals.

They are:

Policy 19 – Welcoming, Caring, Respectful and Safe Learning Environment.
Policy 20 – Anti-Racism
AP 170 – Harassment and Discrimination
AP 171 – Prevention of Workplace Violence

Expires August 31, 2028

ON BEHALF OF THE EMPLOYER
(Peace River School Division).

Lacey Buchinski (Dec 15, 2025 12:42:04 MST)
Lacey Buchinski, Board Chair

David Rushton (Dec 15, 2025 12:43:42 MST)
David Rushton, Trustee

Rhonda Freeman (Dec 19, 2025 10:36:02 MST)
Rhonda Freeman, Secretary-Treasurer

ON BEHAVE OF THE UNION
(CUPE Local 4839 Bus Drivers)

Teresa Hovelkamp (Jan 7, 2026 13:37:14 PST)
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Jackie O'Brien

Norbert Pinard (Dec 19, 2025 22:55:45 MST)
Norbert Pinard

Dated: Jan 7, 2026