

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**LIVINGSTONE RANGE SCHOOL DIVISION**  
**AND**  
**THE WILLOW CREEK SCHOOL BUS DRIVERS' ASSOCIATION**

**SEPTEMBER 1, 2020 TO AUGUST 31, 2024**

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\* Denotes a change to a clause / Schedule / Letter of Understanding

\*\* Denotes new clause / Schedule / Letter of Understanding

**THIS AGREEMENT** made this 24<sup>th</sup> day of October, A.D. 2022.

**BETWEEN:**

**THE BOARD OF TRUSTEES OF THE LIVINGSTONE RANGE SCHOOL DIVISION** (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 Services, 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 Alberta Labour Relations Board 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, 2020 and continues until August 31, 2024; 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**

[Redacted Signature]

Board Chair

[Redacted Signature]

Labour Relations Committee Chair

[Redacted Signature]

Associate Superintendent, Business Services

**The Willow Creek Bus Drivers' Association**

[Redacted Signature]

President

[Redacted Signature]

Past President

Secretary

[Redacted Signature]

LIVINGSTONE RANGE SCHOOL DIVISION – WILLOW CREEK SCHOOL BUS  
DRIVERS' ASSOCIATION

SCHEDULE "A-08"

**SALARIES – Effective September 1<sup>st</sup> 2022**

1. Bus drivers shall be paid for regular routes at an hourly rate in accordance with the following schedule:

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Starting</b>	<b>After 2 years</b>	<b>After 5 years</b>	<b>After 10 Years</b>
\$22.75	\$23.00	\$23.50	\$24.25

2. The number of hours paid for each driver's regular daily route will be determined in accordance with Administrative Procedure 568 that may be updated from time to time to reflect LRSD's current route structure and driving conditions.
- 2.1 LRSD will consult with WCSBDA at a reasonable point in advance of any adjustments to the Administrative Procedure.
3. Notwithstanding the driver's years of service with LRSD, no driver currently employed by LRSD on the date of ratification of this agreement (October 24, 2022) will be placed at a step lower than Step 3.
4. All extra trips (including local trips and service trips) will be paid at the applicable hourly rate for the duration of the trip.
5. Rates for overnight or unscheduled, unusual trips will be negotiated with the Transportation Supervisor.
6. Drivers will receive a Student Accessibility Allowance of \$8.16 per day when a bus driver is required, over an extended period of time, to physically assist students who would be otherwise unable to board or disembark the bus.
7. Drivers who are required by LRSD to attend upgrading courses arranged by the Transportation Supervisor on one or more of the 200 days paid under this agreement will be paid in accordance their regular route duration.
- 7.1 If the duration of the course exceeds the duration of the regular route, the driver will be paid for the duration of the course at the applicable hourly rate.
- 7.2 If a driver does not attend the upgrading course, a prorated portion of their pay will be deducted.

LIVINGSTONE RANGE SCHOOL DIVISION – WILLOW CREEK SCHOOL BUS  
DRIVERS' ASSOCIATION

SCHEDULE "A-08"

**OPERATIONAL EXPENSES – Effective September 1<sup>st</sup> 2022**

- |                                |                |
|--------------------------------|----------------|
| 1. Electricity                 | \$290 per year |
| 2. Washing                     |                |
| a. 23 passenger bus or less    | \$260 per year |
| b. 30 – 36 passenger bus       | \$310 per year |
| c. 42 – 59 passenger bus       | \$320 per year |
| d. 60 passenger bus or greater | \$330 per year |

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

Note: If the Board secures a washing contract, the Board reserves the right to provide drivers with a wash card in lieu of the washing allowance.

- |                            |                     |
|----------------------------|---------------------|
| 3. Medical License Renewal | 100% of actual cost |
| 4. Benefit Subsidy         |                     |
| a. Single                  | \$22 per month      |
| b. Family                  | \$44 per month      |

LIVINGSTONE RANGE SCHOOL DIVISION – WILLOW CREEK SCHOOL BUS  
DRIVERS' ASSOCIATION

SCHEDULE "A-08"

**LETTER OF UNDERSTANDING - ELECTRICITY**

- On or before March 15 of each remaining year in this contract, representatives of WCSBDA and the LRSD will meet to discuss and exchange information about any observed increases in electricity costs related to plugging in school buses during the winter months. LRSD with input from the WCSBDA, will determine if there are any increases to costs that would warrant an increase in reimbursement for all drivers eligible to receive electrical allowance.
- Such an increase in reimbursement, if authorized by the Livingstone Range School Division, will not exceed twenty-five additional dollars (\$25.00) per year, for a total maximum reimbursement of three hundred and forty (\$340).
- This Letter of Understanding will expire August 31, 2024.

**LETTER OF UNDERSTANDING – SCHOOL CALENDAR**

- If a decision by the Board of Directors of Livingstone Range School Division significantly alters the school calendar, either party may require the other to participate in discussions on potential adjustments to the collective agreement for the following round of negotiations.
- Preliminary discussions may include trustees, central office administration, and WCSBDA members (as determined by WCSBDA).