

COLLECTIVE AGREEMENT

BETWEEN THE

ELK ISLAND CATHOLIC SEPARATE SCHOOL DIVISION

AND THE

ELK ISLAND CATHOLIC TRANSPORTATION ASSOCIATION

September 1, 2024 – August 31, 2028

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THIS AGREEMENT is made on the 18th day of September A.D., 2024.

BETWEEN: The Board of Trustees of the Elk Island Catholic Separate School Division, hereinafter called "The Employer".

of the first part

AND: The Elk Island Catholic Transportation Association, hereinafter called "The Association" acting on behalf of the school bus operators employed by this Board

of the second part

WHEREAS, the Board recognizes the Association as the sole bargaining agent for the School Bus Operators employed by this Board, and whereas the purpose of the Elk Island Catholic Separate School Division is to:

- (a) Provide students with a sound education, in a Christian atmosphere, based on the traditions of the Catholic Church.
- (b) To provide services and programs for the benefit of students, parents, and the community, and
- (c) To promote the well-being and safety of its employees to the end that the people of the community will be better served.

AND WHEREAS this Agreement sets forth certain terms, and working conditions, including, but not limited to, remuneration and hours of work, and provides a means of settling grievances.

WHEREAS, the terms and conditions of employment and salaries have been subject of negotiations between the parties, and whereas, the parties desire that these matters be set forth in an agreement to govern terms of employment of the School Bus Operators, as described by the Alberta Department of Labour, and

WITNESSETH that the parties have agreed as follows:

ARTICLE 1 - INTERPRETATION & DEFINITIONS

- (1) "Association" shall mean the Elk Island Catholic Transportation Association.
- (2) "Employer" and/or "Board" shall mean the Elk Island Catholic Separate School Division and include such Officers as the Board may from time to time appoint or designate to carry out administrative duties in respect of the operation and management of the Board or in respect of the administration of this Agreement.
- (3) "Driver" or "operator" or "employee" shall mean employee.
- (4) "Part-time employee" is one who is hired to work occasionally, on an "on-call" basis. Such a part-time employee has the option to be a member of the Association.
- (5) "Temporary employee" is one who is hired for a specific period of time to replace a "permanent full-time employee" whose absence from work is in excess of three (3) months (excluding July and August). Temporary employees will accrue sick leave and be eligible for Group benefits for the period of their contract. They will not accrue seniority.
- (6) "Permanent full-time employee" shall mean one who is regularly scheduled to work the full prescribed hours as specified in the Hours of Work and will accrue seniority.
- (7) A "probationary employee" shall mean and include any full-time employee in their probationary period.
- (8) The word "permanent" shall not mean a guarantee of tenure.
- (9) A "regular run" shall mean an assigned morning and afternoon run, Monday to Friday inclusive, as arranged by the Board.
- (10) "Seniority" shall mean length of continuous service as a full-time operator. A seniority list will be provided on an annual basis by September 30th of each school year.

ARTICLE 2 - TERM OF AGREEMENT

- (1) This Agreement takes effect from **September 1, 2024, through until August 31, 2028.**
- (2) (a) Notice of intent to commence collective bargaining shall be given in writing not less than sixty (60) nor more than two hundred and forty (240) days prior to the expiry date of this Agreement. The parties agree to meet not more than 30 days after notice is served. The notice may contain particulars of amendments sought or the parties thereto may mutually agree to exchange proposals on the date of the first meeting or to mutually agree to determine a date on which to exchange proposals. The parties agree to exchange proposals not more than one hundred and twenty (120) days after the first time they meet for the purpose of collective bargaining.

(b) The parties may mutually agree to expand the amendments sought after the first meeting.
- (3) If neither party submits notice as per clause (2), this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause (2).
- (4) The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.
- (5) This Agreement shall remain in full force and effect during negotiations for a further agreement.

ARTICLE 3 - ASSOCIATION RECOGNITION AND SECURITY

- (1) The Board recognizes the Association as the sole bargaining agent for the employees, covered by this Agreement.
- (2) Association business shall not take place during an employee's working hours and/or on any of the Employer's premises without prior or subsequent permission by the Employer.
- (3) There shall be no discrimination or coercion by the Employer or the Association as to whether an employee is, or is not, a member of the Association.

ARTICLE 4 - MANAGEMENT RIGHTS & RESERVATIONS

- (1) The management of the school district, and the direction of the working force are vested solely with the Board, and subject to the terms of this collective agreement. The Board retains the historical, traditional, and residual rights not specifically limited by the terms of this Agreement.

ARTICLE 5 - LEAVE FOR ASSOCIATION BUSINESS

- (1) Leave of absence with pay shall be granted to a maximum of four (4) association representatives to meet with the Board or their designate in connection with matters of mutual interest, provided that prior approval for time off work has been granted by the Board or their designate.
- (2) Such paid leave shall not exceed an aggregate of ninety (90) hours per annum.

ARTICLE 6 - CORRESPONDENCE

- (1) Correspondence between the Board and Association shall be directed to the Superintendent or designate, and the President or designate of the local respectively.

ARTICLE 7 - CONVEYANCE

- (1) The Board does hire and employ the Operator. The operator will convey in the school bus provided, to and from the schools, all students that the Board directs them to convey on a provided bus route. Bus routes are subject to change as may be deemed advisable.
- (2) When any school closes due to an emergency, operators are required to pick up and deliver their respective students as stated in 7(1).

ARTICLE 8 - HOURS OF WORK

- (1)
 - (a) Duties are to commence as determined by the employer, not exceeding 200 days per year.
 - (b) Included in the working days are those days that the school would not normally be in operation.

- (2) Operators shall work hours as required on their assigned route, a morning and afternoon run, Monday to Friday inclusive as arranged by the Board. This constitutes a regular run.
- (3) In the event that the Board chooses to operate separate kindergarten runs and/or separate CTS runs, operators that have been assigned by the Board shall operate as required on their assigned route. These runs will be separate runs in addition to regular runs.
- (4) For any hours of work a driver is unable to attend, a part-time driver needs to be arranged by the driver. If a part-time driver cannot be found, then the driver must contact the Transportation office. If outside normal hours of operation of 07:00 to 17:00, contact the Director of Transportation or Transportation Coordinator.

ARTICLE 9 - SICK LEAVE AND WORKERS' COMPENSATION

- (1) That sick leave is the period of time an employee is permitted to be absent with full pay due to sickness, disability, quarantine, or accident not covered by the Workers' Compensation Act.
- (2) That sick leave shall be earned by the Operator at a rate of two (2) working days per month for each full month worked and shall accrue to a maximum of:
 - (a) one hundred (100) working days (not including Saturdays, Sundays or Named Holidays) for operators with ten (10) years or less of service on September 1, 2012.
 - (b) one hundred fifty (150) working days (not including Saturdays, Sundays or Named Holidays) for operators with greater than ten (10) years of service on September 1, 2012.
- (3) When an Operator leaves the employment of the Board, all accumulated sick leave shall be cancelled.
- (4)
 - (a) The Employer may require a certificate from a qualified medical or dental practitioner to be submitted for an illness of three (3) working days or more.
 - (b) Prior to a return to work for an illness or injury in excess of fourteen (14) working days that has not been approved for long term disability, the Employer requires the employee to provide a Physician's Medical Statement certifying fitness to return to work, prior to assuming normal duties. The Board will pay the cost of the Medical Statement.

- (5) That the Board reserves the right to require a medical examination by a Physician of their choice before paying any salary under the Provisions of Sick Leave.
- (6) That accumulated sick leave benefits are not used up when an employee is on Workers' Compensation or on long term disability.
- (7) Salary and benefits shall not be paid by the Board once an employee becomes eligible for Long Term Disability benefits:
 - (a) effective the 91st calendar day of sick leave, or
 - (b) the day following the last available day of sick leave if less than 91 calendar days of sick leave is available to the employee.

If an employee is not eligible for Long Term Disability, then they may use all accumulated sick leave days.

- (8) An operator may use up to six (6) days per year of their sick leave in order to care for a sick child, spouse or parent.
- (9) Sick leave credits do not continue to accumulate during a period of illness over thirty (30) calendar days.
- (10) One (1) day is deducted from accumulated credits for each work-day of illness paid.

ARTICLE 10 - LEAVE OF ABSENCE

- (1) A leave of absence is a written authorization for an employee to be absent from work without pay for a definite period of time which has been approved in advance by the Board.
- (2) All requests for leave shall be made in writing and shall be made at least one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as they become aware of the situation which prompted the request for leave.
- (3) Any employee who has been granted a leave of absence and fails to return on the date specified by the Board shall be deemed to have abandoned their position, unless approved by the Board.
- (4) In leaves of absences for periods of greater than fifteen (15) working days, not including Saturdays, Sundays, or Named Holidays, the Board may find it necessary to fill the vacancy created on a permanent basis. In this event, the employee on an extended leave greater than fifteen (15) working days, not including Saturdays,

Sundays, or Named Holidays, shall be offered the first position available in the classification held by the employee before the granting of the leave.

Due to route optimization, the route may not be the same as when the employee left, therefore the classification may change.

- (5) A leave of absence without loss of salary or benefits shall be granted:
- (a) for jury duty or any summons related thereto, or
 - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of a witness in a cause other than the employee's own.

The staff member shall remit any witness fee or jury stipend (excluding allowances and/or expense) set by the Court or other body. The employee will provide proof of service, and the amount of pay received.

The Board will not pay salary to an employee in cases where the employee is testifying in an action against the Board.

ARTICLE 11 - COMPASSIONATE LEAVE

- (1) In the event of the death of a father, mother, legal guardian, spouse, child, child's spouse, brother, sister, aunt, uncle, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law and brother-in-law of an employee, bereavement leave with regular pay will be provided as follows:
 - (a) Up to three (3) working days to attend a funeral within the Province of Alberta
 - (b) Up to five (5) working days to attend a funeral outside the Province of Alberta.
- (2) In the event of the critical illness of an employee's spouse, parent or child, up to two (2) days leave with pay will be granted on request. The Board may request a medical doctor's certification as proof of illness.
- (3) The Board in its discretion may grant compassionate leave with or without pay in circumstances not covered by the foregoing.

ARTICLE 12 - MAINTENANCE OF VEHICLE

The Operator will operate the bus provided by the Employer on the route designated and will use every care and precaution to ensure that the vehicle is properly maintained. The Operator will immediately report to the Director of Transportation Services, and/or mechanic, any serious defect in the vehicle and will deliver the vehicle to the garage designated by the Director of Transportation Services, and/or the mechanic for repair.

ARTICLE 13 - USE OF THE BUS

The operator will not use the bus provided by the Board for any other purpose than that set forth in this Agreement, and will not, unless so directed by the Employer, transport children or adults to any gathering not directly connected with the school to which they are directed to transport students. Personal use of the bus is prohibited unless otherwise directed by the Director of Transportation Services.

ARTICLE 14 - TRAFFIC SAFETY ACT

All statutes and regulations of the Traffic Safety Act and all other statutes, regulations and policies shall be strictly complied with, and that the driver will not, whether during the time the driver is operating, nor immediately prior to operating said vehicle, use intoxicating substances of any description, narcotics, prescription drugs or any other substance that causes drowsiness or impairment. The Employer can request alcohol and/or drug testing of employees where the Employer has "reasonable cause" to believe that the employee is or may be unable to work in a safe manner because of the use of alcohol and/or drugs.

"Reasonable cause" will be based on observation of the employee's conduct or other indicators such as possession of alcohol and/or drugs.

A written report describing the employee's behavior and cause for testing will be completed, dated and signed by the supervisor or manager observing the employee. A copy of the report will subsequently be made available to the employee along with the results of the testing.

ARTICLE 15 - INJURY AND CONDUCT OF STUDENTS

The Operator will use every care and precaution to protect from injury all students while being conveyed in, or while embarking or disembarking the bus, and will not discuss with students any topic that might have a tendency to create discord in the school, and will at all times, treat students kindly and impartially, and will report to the principal of the school, any disobedience or improper conduct on the part of any student(s).

ARTICLE 16 - RESPONSIBILITY FOR RULES AND REGULATIONS

The operator will observe and carry out such reasonable rules and regulations as may be laid down by the Board from time to time, for the efficient and satisfactory execution of the duties to be performed by them in accordance with this agreement.

ARTICLE 17 - SALARIES

- (1) The basic salary scales as set out in Schedule "A", which is attached to and forms part of this Agreement, shall be applicable to all employees covered by this Agreement on the dates and year indicated.
- (2) Each employee shall be provided with a statement of their wages and deductions. Wages shall be paid by direct deposit on the 2nd last banking day (not including weekends) of each month. All wage payments shall be made in twelve (12) monthly instalments.
- (3)
 - (a) Plug-in expenses are to be paid separately at the end of December and at the end of June. Operators of gasoline powered buses will be paid \$70.00 per month for five (5) months and operators of diesel-powered buses will be paid \$70.00 per month for six (6) months). This clause applies only to operators incurring plug-in expenses due to plugging in the bus at their residence.
 - (b) Meal expenses on field trips over five (5) hours will be reimbursed to a maximum of \$20.00 per trip. Refer to schedule "B" Field Trips for overnight trips pay and reimbursements.
- (4) Upon the presentation of valid receipts from a physician the Board shall reimburse the employee for the basic medical and supporting laboratory fees required to maintain the necessary driver's license to a maximum of \$200.00 (two hundred dollars).
- (5) Upon the presentation of valid receipts from an optometrist/ophthalmologist, the Board shall reimburse the employee for an annual eye examination to a maximum of \$150.00 (one hundred and fifty dollars).
- (6) Any regular daily routes that become available will be awarded based on seniority prior to the beginning of the school year as long as there is no additional cost to the employer. Any route that becomes available during a school year will be awarded through the seniority process for the next school year.

ARTICLE 18 – VACATION PAY

- (1) Bus drivers shall be entitled to vacation pay proportionate to time worked. All permanent full-time, part time and temporary employees shall be paid vacation pay on the following basis:
 - a. Up to five (5) years continuous employment – six percent (6%) of annual income.
 - b. Completion of five (5) years continuous employment – eight percent (8%) of annual income.
 - c. Completion of ten (10) years continuous employment – ten percent (10%) of annual income.
 - d. Completion of twenty (20) years continuous employment – twelve (12%) of annual income.
- (2) Continuous Service shall mean a period of employment for ten (10) consecutive working months.
- (3) Part-time staff will be paid vacation pay in accordance with the Employment Standards Code.
- (4) Vacation pay will be paid in accordance with Article 17 (2).

ARTICLE 19 - MEMBERSHIP AND DUES DEDUCTIONS

- (1) Membership in the Association is voluntary.
- (2) (a) As a condition of employment, the Board shall deduct regular Association dues from all employees covered by this Agreement.

(b) Except as herein after provided, the above dues shall not accumulate, and will be deducted only as long as an employee is receiving salary from the Board.
- (3) Dues shall be deducted on a pay period basis, and the amount deducted shall be remitted to the Association not later than the fifteenth (15th) of the following month.

ARTICLE 20 - SUBSIDIZED GROUP BENEFITS

- (1) When enrolment eligibility and other requirements for group participation in various plans as determined by the insurer have been met, the Board will sponsor such plans for all permanent and temporary drivers who are regularly assigned both a morning and an afternoon run to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

- (2) The Board shall pay 75% and the employee shall pay 25% of the applicable premium rate for Alberta Health Care and for Extended Health Care.
- (3) The Board shall pay 50% and the employee shall pay 50% of the applicable premium rate for a Dental Care Plan.
- (4) The Board shall pay 75% and the employee shall pay 25% of the applicable premium rate for Life Insurance and AD&D.
- (5) The employee shall pay one hundred percent (100%) of the applicable premium for a Long Term Disability Plan.
- (6) The rebate that is refunded by the Canada Revenue Agency relative to the Employment Insurance rebate will be refunded to the Transportation Association for the employee portion of the rebate.

ARTICLE 21 - PROBATIONARY PERIOD

- (1) Any new employee appointed to a position included in this agreement shall serve a probationary period of six (6) continuous months from the date of commencement of service on an assigned route. All employees shall have their employment reviewed on the completion of the first three (3) month period. A probationary employee who is, for any reason, absent from a scheduled work period may have their probationary period extended by a period equal to the number of absenteeism days. If the employee leaves the employment of the Board on their own accord within 1 year of their hiring date, they shall be charged \$500 based on continuance of the provincial school bus driver grant. If the grant discontinues employees will be charged \$2,500 for training costs, if such training was provided at the Board's expense.
- (2) Notwithstanding anything contained elsewhere in this Agreement, if a new employee is unsatisfactory in the opinion of the Board, they may be discharged at any time during their probationary period, and such discharge shall not have recourse to the grievance procedure.

ARTICLE 22 - COPY OF THE AGREEMENT

- (1) It is mutually agreed that every member of the Association should be familiar with the provisions of this agreement, and their rights and obligations. Therefore, the Board will provide an electronic copy of the agreement on the EICS website.

ARTICLE 23 - LAY-OFF AND RECALL

- (1) In the event of a layoff, employees shall be laid off in the reverse order of their seniority. When work becomes available, employees shall be recalled in the order of their seniority.
- (2) In the event the Board is unable to contact the employee personally, recall shall be deemed to have been carried out five (5) days after receipt of a registered letter to the last known address of the employee as shown on the Board's records and if returned to the Board, recall shall be deemed to have been carried out. An employee who does not return from lay-off as required, shall be considered having terminated their employment with the Board.
- (3) Unless mutually agreed a full-time bus operator terminating their employment with the Board must give the Board two weeks' notice in writing.
- (4) The Board shall notify in writing an employee on job rate who is to be laid off two weeks before the layoff is to be effective. In lieu of the Board giving the two weeks' notice, the Board shall pay the equivalent of ten (10) working days.

ARTICLE 24 – MATERNITY AND PARENTAL LEAVES

(1) General

1.1 The Board will administer:

- a) maternity and parental leaves in compliance with the Employment Standards Code and any regulations passed thereunder, and
- b) the Supplementary Employment Benefits (SEB) Plan.

Leave Eligibility

- 1.2 All full-time and part-time permanent employees who have ninety (90) consecutive days of employment with the Board are eligible for maternity and parental leaves.

Position Protection

- 1.3 Upon completion of a maternity or parental leave by an employee, the Board shall endeavor to reinstate the employee in the position that the employee occupied at the commencement of the leave or in a position that most nearly equates with that position, but not necessarily the same position that the employee held at the start of the leave.

(2) Maternity Leave

Leave Duration

- 2.1 An employee who is a birth mother is entitled to sixteen (16) weeks of unpaid maternity leave immediately followed by sixty-two (62) weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.
- 2.2 A maternity leave must include a period of at least six (6) weeks immediately following the date of delivery, unless the employee and the Board agree to shorten that period by the employee giving the Board a medical certificate indicating that resumption of duties will not endanger their health. Employees returning from maternity leave may be required to present a medical certificate indicating that the employee is medically fit to resume regular duties.

Supplementary Employment Benefits (SEB) Plan

- 2.3 The Board shall implement a Supplementary Employment Benefits Plan, which shall provide an employee on maternity leave with one hundred percent (100%) of their normal weekly earnings during the health-related portion of the maternity leave for a maximum of thirteen (13) weeks or the maximum number of days equal to the employee's sick leave entitlement, whichever is the lesser. The employee agrees to provide to the Board copies of all EI benefits payments verifying the amount of EI weekly benefit received for which the employee is requesting SEB plan benefits.
- 2.4 The employee shall not be entitled to any supplementation of EI benefits for any period during which the employee would not have worked but for being on maternity leave. SEB benefits will not be paid on days considered to be non-working days, including Saturdays, Sundays, or Named Holidays. This supplemental benefit shall replace sick leave benefits, and the employee shall have no access to sick leave benefits during the maternity leave with the exception of illness claims occurring prior to the commencement of the employee's EI entitlement period.
- 2.5 The SEB will be paid for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while in receipt of EI benefits and during the EI waiting period up to a maximum number of days equal to the employee's sick leave entitlement. After ninety (90) consecutive calendar days of disability, the employee shall apply for Extended Disability Benefits and the SEB payments shall cease.

- 2.6 For the duration of the SEB, the Board shall continue to pay the employer's portion of the employee's benefit plan premiums specified in Clauses 21.
- 2.7 If an audit by Human Resources Development Canada Employment Insurance mandates changes in the SEB plan to comply with Employment Insurance regulations, these changes will be made immediately and will be binding on both parties.

Notice of Leave Commencement

- 2.8 Whenever possible, an employee shall notify the Board in writing at least six (6) weeks prior to commencement of a maternity leave. If medical reasons prevent the employee from providing the Board with six (6) weeks' notice, the employee shall still be eligible for the leave provided that the employee supplies the Board, within two (2) weeks of ceasing to work, a medical certificate indicating:
 - a) that a medical reason prevented the employee from giving the required notice and
 - b) the estimated or actual date of delivery.
- 2.9 An employee who is a birth mother who takes maternity leave is not required to provide notice prior to accessing parental leave unless they originally agreed to only access sixteen (16) weeks of maternity leave. If an employee who had originally agreed to only access sixteen (16) weeks of maternity leave decides to then access parental leave, they must provide written notice of their intent to the Board at least six (6) weeks prior to commencement of the parental leave.

Leave Commencement

- 2.10 An employee shall commence their maternity leave at their discretion within twelve (12) weeks of the estimated date of delivery but no later than the date of the birth.
- 2.11 The Board may request from the employee a statement from a physician indicating the expected delivery date.

Notice of Return to Work

- 2.12 At least four (4) weeks prior to the end of the leave, an employee on maternity leave shall notify the Board in writing:
 - a) of the date of return to work, or
 - b) of a change to the date of return to work.

(3) Parental Leave

Leave Duration

- 3.1 An employee who is a birth mother, father or an adoptive parent is entitled to sixty-two (62) consecutive weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.
- 3.2 At the conclusion of parental leave, the Board may provide for additional leave under other provisions of this Collective Agreement.

Notice of Leave Commencement

- 3.3 An employee shall notify the Board in writing of the employee's intent to take parental leave as soon as possible but no less than six (6) weeks prior to commencement of a parental leave. If medical reasons, or circumstances related to an adoption, prevent the employee from providing the Board with this notice, the employee shall still be eligible for the leave and the employee shall provide the Board with notice as soon as possible.

Leave Commencement

- 3.4 Subject to 2.1, an employee may commence parental leave at any time following the birth or adoption date. Parental leave must be completed within fifty-two (52) weeks of the birth or adoption date.

Notice of Return to Work

- 3.5 At least four (4) weeks prior to the end of the leave, an employee on parental leave shall notify the Board in writing:
 - a) of the date of return to work, or
 - b) of a change to the date of return to work.

ARTICLE 25 – GRIEVANCE PROCEDURE

- (1) A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement.
- (2) The time limits specified in the Grievance Procedure shall not include Saturdays, Sundays and Named Holidays. Time is of the essence although the time limits may be extended by the consent of both parties in writing.

- (3) (a) Any aggrieved employee will submit the grievance to the Association Grievance Committee or their designate within five (5) days of the occurrence of the alleged incident.
- (b) At each step of the grievance procedure, the grievor(s) shall be present together with the Grievance Committee or their designate.
- (4) An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:

Step 1

The grievor, with the Grievance Committee (or designate) will first seek to settle the dispute with the employee's immediate supervisor on an informal basis within ten (10) days following the date of the occurrence giving rise to the grievance. The supervisor shall have five (5) days to respond to the grievance.

Step 2

Failing satisfactory settlement, and within five (5) days after the response in Step 1 from the supervisor, the grievance may be submitted to the Superintendent or designate.

The grievance shall be in writing and must include a statement of the following:

- (a) The name(s) of the aggrieved;
- (b) The nature of the grievance and the circumstances out of which it arose;
- (c) The remedy or correction the Employer is requested to make, and
- (d) The section(s) where the Agreement is claimed to be violated.

A meeting between the parties shall take place, with the decision of the Superintendent being rendered in writing within five (5) days from the receipt of the submission at this step.

Step 3

Failing settlement at Step 2, and within five (5) days after receipt of the written response from the Superintendent in Step 2, the grievance may be submitted to the Chairman of the Board's Employee Relations Committee, or designate in writing, as aforeto mentioned.

A meeting between the parties shall take place with the decision of the Chairman (or designate) being rendered in writing within ten (10) days following receipt of the submission at this step.

Step 4

Failing settlement at Step 3, the grievance may be processed by either of the parties to Arbitration as hereinafter provided.

- (5) If the Employer's officers, as referred to in the preceding steps, fail to deliver a reply within the specified time limits, the grievance may be processed to the next step. If the Association fails to process a grievance to the next step within the time limits specified, it shall be considered abandoned by the grievor.
- (6) A discharge grievance or an Association grievance may be filed in writing within ten (10) days of the event giving rise to same and shall commence at Step No. 2.
- (7)
 - (a) A Board grievance may be filed in writing within ten (10) days of the event giving rise to same and shall be submitted to the Association's Local President.
 - (b) Failing settlement in (a), either party may submit the grievance to arbitration as hereinafter provided.

ARTICLE 26 – ARBITRATION

- (1) Any dispute of grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereafter outlined.
- (2) Either party who feels a satisfactory settlement has not been reached may within five (5) working days (not including Saturdays, Sundays or Named Holidays) of receipt of the decision of the Chairman of the Board's Employee Relations Committee with respect to the employer's grievance, or the decision of the Association in respect to the Board's grievance, request the formation of a Board of Arbitration, by notifying the other party in writing by registered mail of its desire to arbitrate, at the same time submitting the name, of the person nominated by them to be their appointee on the Board.
- (3) Within five (5) working days (not including Saturdays, Sundays, or Named Holidays), the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Board.

- (4) The two (2) appointees so selected shall, within a period of five (5) working days (not including Saturdays, Sundays, or Named Holidays), select a third person to act as Chairman, or if the appointees fail to agree on a third person to act as Chairman within five (5) working days (not including Saturdays, Sundays, and Named Holidays), the appointments shall be made by the Minister of Labour upon the request of either the Employer or the Association, except that with the consent of both the Employer and the Association, time limits as above specified may be extended for such times as are agreed to by the Employer and the Association in writing.
- (5) The Arbitration Board shall hear and determine the difference and shall issue and Award in writing. The decision of the Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Board members is the Award of the Arbitration Board, but if there is not majority, the decision of the Chairman governs, and it shall be deemed to be the Award of the Board.
- (6) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and two parties shall bear equally the expenses of the Chairman.
 - (a) Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear equally the expenses of the chairman if the grievance is upheld.
 - (b) The initiator of an arbitration grievance shall be responsible for all costs of Arbitration Board proceedings if the initiator is not successful in their grievance claim.
- (7) The Arbitration Board
 - (a) Shall not have power to alter or amend any provision of the collective agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement;
 - (b) Shall have jurisdiction to determine whether the grievance presents an arbitrable issue;
 - (c) Is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.
- (8) Where the Board decides that an employee has been suspended or dismissed unjustly, the Arbitration Board:
 - (a) May direct the Employer to reinstate the employee and pay to the employee a sum equal to their wage loss by reason of their suspension or dismissal,

ELK ISLAND CATHOLIC SEPARATE SCHOOL DIVISION

less any monies earned by the employee during their period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.

- (b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the collective agreement.
- (9) The Arbitration Board shall conduct its hearings within fourteen (14) days of the appointment of the Chairman.
- (10) The written Award of the Board of Arbitration shall be given to the parties within fourteen (14) calendar days following completion of the hearing.

ARTICLE 27 – DISCIPLINE AND DISCHARGE

An employee who has completed their probationary period may be dismissed only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason. The employee, if they choose at the time, has the right to have a representative of the Association present. Such employee and the Association shall be advised promptly in writing by the Board of the reason for such discipline or discharge. An employee who is discharged shall receive their termination entitlements immediately upon discharge from the Board.

ARTICLE 28 – NOTICE OF VIOLATION

- (1) Operators will disclose all violations that may be on a Driver's abstract to the Director of Transportation Services and fill out a Disclosure of Violations form and submit it to Safety and Planning.
- (2) Criminal Record checks with vulnerable sector and /or Child and Family Intervention record checks may be requested by the employer at any time at the employer's expense.

ARTICLE 29- DATE OF AGREEMENT

IN WITNESS THEREOF the parties hereto executed this agreement this 18th day of September, 202 4 by affixing hereto the signatures of their proper officers on their behalf.



On behalf of Elk Island Catholic
Separate School Division



On behalf of Elk Island Catholic
Transportation Association

SCHEDULE “A”

Job Rate \$24.34

Job Rate Increases

September 1, 2024 – 2%
September 1, 2025 – 2%
September 1, 2026 – 1.5%
September 1, 2027 – 1.5%

Annual Salary will be calculated on the following basis:

Job rate x Route time x (number of instructional (student) days + statutory holidays that fall during the school calendar as listed below).

- | | |
|-------------------|---------------------|
| 1. New Year’s Day | 6. Labour Day |
| 2. Family Day | 7. Thanksgiving Day |
| 3. Good Friday | 8. Remembrance Day |
| 4. Easter Monday | 9. Christmas Day |
| 5. Victoria Day | 10. Boxing Day |

If the government should rescind or add any general holiday within the school calendar, such general holiday would immediately be rescinded or added to the above-named list.

1. Route time will be calculated using the Employer’s transportation routing software as follows:
 - Morning – start of the route to the end of the route
 - Afternoon – start of the route to the end of the route
 - 60 minutes per instructional day will be added to the route time to account for the following:
 - Regular washing the bus
 - Pre/post daily walk arounds
 - Parent phone calls
 - Fueling the bus
 - Completion of daily logs
 - Cleaning the inside of the bus as per handbook daily
 - Online Courses
 - Bus Evacuation (1 per year)
 - Daily hours will be calculated in 15-minute increments

Notwithstanding, no full-time bus driver will be paid less than 4 hours/day as per statutory requirements.

Route time is defined as “yard to yard”, yard being either the EICS transportation storage yard or a rural route driver’s personal residence.

2. If there is a discrepancy between the routing software calculation and the drivers perceived actual hours, a collaboration between the driver, the Transportation department and the GPS on the bus will be used to determine the actual hours. A signed agreement between the operator and the employer on route length will be required prior to startup each school year.

Extra time

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

- Department of Transportation inspections
- Delivery of the bus to the shop for servicing
- Mandatory Professional Development
- Curricular and non-curricular trips
- Pickup and delivery of bus from the shop at the beginning/end of each school year
- Waiting at an enroute point because of an accident or other unplanned event
- First Rider Program
- First Aid Course
- S-Endorsement Refresher
- Divisional Opening Day
- Faith and Wellness Day
- Bus evacuation over the required one (paid at 1 hour/school)
- Startup Meeting
- Operational Opening Duties (parent phone calls, route determination) to a maximum of two (2) hours.

Part-time Bus Drivers

Part-time bus drivers will be paid the Job Rate x calculated route time for the bus driver they are replacing. In addition, where the bus is located at a rural drivers' home, the part-time driver will be paid the time to travel from their residence to the location where the bus is regularly parked to pick up the bus. The part-time driver will also be paid the time to travel from the location where the bus is regularly parked to return to their residence at the conclusion of the part-time assignment where the bus is located at a rural drivers' home.

SCHEDULE "B"

FIELD TRIPS

September 1, 2024 - August 31, 2028

Definitions relating to field trips are as follows:

- a) **Single Trip Run** - a single trip run is defined as a pickup at point A and drop off at point B and the reversal.
- b) **Half Trip Run** - a half trip run is defined as a pickup at point A and drop off at point B and another driver drives the reversal
- c) **Shuttle Trip Run** - a shuttle trip is defined as a series of pick-ups and deliveries with either the same group or more than one group.
- d) **Non-Instructional Day (single day)** – A trip that occurs on any day other than a scheduled instructional day.

General Provisions:

1. All field trips shall be assigned to permanent full-time employees.
2. All trips that do not interfere with regular runs or those trips over three (3) hours will be offered to permanent full-time employees. Bus drivers will continue to be deducted for the cost of their substitute where necessary.
3. All trips will be assigned on a rotational basis equally allocated among permanent full-time employees who have put in a request for field trips. All trips excluding overnight trips will be assigned to ensure permanent full-time employees without restrictions are all within the same equal amount of time.
4. All trips that are cancelled will be replaced in rotation with a comparable trip.
5. Where the assigned driver is unable to show up for a field trip, the trip will be given to a replacement driver. The trip will not be included in the allocation as outlined in general provision number 2.
6. All trips that are cancelled after the bus arrives at pick up location will be paid at two (2) hours.
7. All trips that do interfere with regular runs where the trip is not accepted by an permanent full-time employee, may be assigned to a part-time driver.
8. Schools have the option to contact other bus lines in the case of extended school trips such as ski trips to mountain resorts, etc.
9. Regular buses assigned to fixed route drivers will be used for regular runs and field trips. At the discretion of the Director of Transportation Services, spare buses will be assigned for field trips.
10. School-owned passenger buses will be exempt from the collective agreement. If an permanent full-time employee is asked to drive a school-owned passenger bus, the

regular field trip driver rates will apply.

11. All trips are paid on an hourly basis at the set job rate. Single trips will be paid for a minimum of two (2) hours. If a trip is covered by two drivers, the time is shared between both drivers at a minimum of one (1) hour each.
12. Overnight Trips
 - (a) Drivers are paid the applicable job rate from when they leave their accommodations to when they return to their accommodations
 - (b) Drivers will receive a regular \$20.00 per day meal allowance plus an additional allowance up to \$37.00 per day upon approval of receipts.
 - (c) Accommodations are booked and paid for by the transportation office.

Drivers are responsible for finding a part-time driver and entering their time off as LOA in Atrieve for the duration of the overnight trip.

LETTER OF UNDERSTANDING #1

The Board intends that the existing employees of the bargaining unit shall not suffer loss of employment as a result of contracting out during the length of this agreement.

LETTER OF UNDERSTANDING #2

The Employer and the Association agree to form a working committee to develop the General Provisions for Field Trips under Schedule B.

LETTER OF UNDERSTANDING #3

Transfer Monitors will be paid a rate of \$45.00 per day.

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