

SCHOOL BUS DRIVERS AGREEMENT

BETWEEN:

**PEACE WAPITI SCHOOL DIVISION**  
Grande Prairie, Alberta  
(hereinafter referred to as the "Employer")  
OF THE FIRST PART,

AND:

**GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
affiliated with the International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")  
OF THE SECOND PART.

January 1, 2020 - August 31, 2021

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WITNESSETH THAT THE PARTIES HERETO AGREE AS FOLLOWS:

**PREAMBLE**

It is the intent and object of the Agreement that the Employer and the Union co-operate to obtain efficient and unrestricted operation of the service to promote peaceful and harmonious relations between the Employer and its employees, to provide for the amicable settlement of all grievances and to establish rates of pay, hours of work and other conditions of employment to be observed between the Parties hereto.

**ARTICLE NO. 1.0 - BARGAINING AGENCY**

- 1.1 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Agreement, as described in the most recent certificate issued by the Alberta Labour Relations Board.  
  
"Employees", when used in this Agreement, shall mean regular and probationary bus drivers only, who are assigned a regularly scheduled bus route established by the Employer.
- 1.2 The Negotiating Committee for the Union shall consist of a maximum of three (3) employees covered by this Agreement.
- 1.3 It is understood that this collective agreement shall only apply to those employees and positions covered under the certificate described in clause 1.1.

**ARTICLE NO. 2.0 - UNION MEMBERSHIP**

- 2.1 All new regular and probationary employees shall sign application for membership cards prior to commencing employment.
  - 2.1.1 For the purpose of this Agreement, a regular and a probationary driver shall be defined as follows:  
  
**Probationary Driver** - Each employee hired shall have a probationary period of one hundred and eighty (180) driving days from the date of hire. During the probationary period the Company may terminate the employee for any reason at its discretion. Upon successful completion of the probationary period, the seniority shall be effective from the original date of employment in the position. The driver shall be designated in writing as a regular driver and shall be entitled to all rights and privileges of this Agreement.  
  
**Regular Driver** -
    - 1. Has successfully completed the probationary period.
    - 2. Has completed and passed the "S" Endorsement courses.
    - 3. Will update and maintain courses and certificates as required by the employer.
    - 4. Has been assigned a regular route in accordance with Clause 4.5.
- 2.2 The Employer agrees, for the duration of this Agreement, to deduct from the paycheque of each employee, the monthly dues and remit in the month following deduction such dues so deducted to the Head Office of the Local Union, along with a list of the employees from whom the money was deducted.
- 2.3 The Union shall be responsible to provide the Employer with signed authorization to deduct initiation fees and monthly dues. Upon termination of employment of any employee, his dues deduction authorization form shall be returned to the Union with the monthly return.

The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.

The Employer shall deduct and remit to the Union, any monthly Union dues, initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Union on or before the fifteenth (15<sup>th</sup>) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-Off will reference any:

- New Members to be listed in alphabetical order with current address, postal code, date of hire;
- Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation.
- Any current address change to be updated as well as name changes (i.e. marriage).
- If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Union will be deducted and forwarded to the Local Union. Probationary employees included.

- 2.4 The Union will not withhold membership from any regular and probationary driver the Employer may hire. Also, it is understood that all things being equal, the Employer will attempt to hire unemployed bus drivers (covered or not covered by this Agreement) of the Peace Wapiti School Division before any other person.
- 2.5 The Union agrees to indemnify and save the Employer harmless from any liability or action of an employee out of the operation of Article No. 2.

### **ARTICLE NO. 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the right of the Employer to manage and direct the Employer's service in all respects in accordance with its commitments, and to make and amend from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with this Agreement.
- 3.2 Routes shall be established by the Employer in accordance with School Board Policy. The Employer recognizes the need of consultation with the affected drivers before major changes are made on existing routes.

### 3.3 **Discipline Procedure**

An employee will receive a copy of any disciplinary record placed in his/her file, including written reprimands.

With reasonable notice any Employee may request to see their file and the Company will comply with such request.

Upon request an employee shall have access to his/her personnel file provided the Director of Human Resources or delegate is present. Upon request, the employee shall be entitled to a copy of any document(s) in the file provided he/she pays the Employer for the cost of reproducing the document(s).

### **ARTICLE NO. 4.0 - BID SYSTEM**

- 4.1 When a run has no regular (permanent) driver, it shall be open for bid.
- 4.2 An announcement of the open position shall be made to all regular and probationary drivers over the bus radio for three (3) consecutive mornings for at least two (2) weeks before vacancy is filled.
- 4.3 Distance from a run shall be a deciding factor but otherwise the run shall be awarded to the most senior applicant.
- 4.4 If the vacancy is not filled by a regular or probationary driver by the above process, it will be advertised to the spares and the general public.
- 4.5 The successful applicant will be considered as the permanent driver of that route, and will not be moved from it for any reason other than route closure, route amalgamation, reasonable financial management for the Employer or voluntary bid to another route.
- 4.6 Where runs must be amalgamated, the most senior employees will drive the new routes created. If a layoff occurs the least senior driver will be laid off.
- 4.7 If a run must be cut or cancelled, the driver of that run will be laid off.
- 4.8 When there is to be route closures or amalgamations there will be meaningful consultation between the affected drivers, the shop steward, the supervisor of transportation and/or the superintendent in advance of any changes being made.

**ARTICLE NO. 5.0 - RATES of PAY**

5.1.1 The rates of pay shall be as follows:

Effective January 1, 2020

Completed Years of Service	Basic Annual Salary	Long Service Awards	Total
0.00	\$12,765.83	\$00.00	\$12,765.83
1.00	\$12,765.83	\$00.00	\$12,765.83
2.00	\$12,765.83	\$00.00	\$12,765.83
3.00	\$12,765.83	\$00.00	\$12,765.83
4.00	\$12,765.83	\$85.72	\$12,851.55
5.00	\$12,765.83	\$113.88	\$12,879.71
6.00	\$12,765.83	\$141.62	\$12,907.45
7.00	\$12,765.83	\$170.89	\$12,936.72
8.00	\$12,765.83	\$198.77	\$12,964.60
9.00	\$12,765.83	\$227.34	\$12,993.17
10.00	\$12,765.83	\$256.06	\$13,021.89
11.00	\$12,765.83	\$284.35	\$13,050.18
12.00	\$12,765.83	\$312.51	\$13,078.34
13.00	\$12,765.83	\$341.08	\$13,106.91
14.00	\$12,765.83	\$369.52	\$13,135.35
15.00	\$12,765.83	\$397.67	\$13,163.50
16.00	\$12,765.83	\$425.99	\$13,191.82

5.1.2 Route Mileage - Effective January 1, 2020 - \$0.236 per km

Daily route mileage shall be paid monthly and shall be paid for:

- a) the instructional days driven; and
- b) those General Holidays that fall during the school year, subject to the Employment Standards Code dealing with employees working before and after the General Holiday.

5.1.3 Other Rates - Changes effective first pay period following ratification.

<b>Repair / Service Trips</b>	Alberta Minimum Wage per hour
Inter-school Program Trips	\$38.86 per day
Trips to Assist	\$9.22 per trip
Transfer in Town	\$7.25 per day
Transfer Short (0 to 14 km )	\$9.22 per day
Transfer Medium (15 to 29 km )	\$12.37 per day
Transfer Long (30 to 45 km )	\$15.48 per day
Driving Time	\$17.35 per hour
Waiting Time	Alberta Minimum Wage per hour
Teaching/Training	\$17.08 per hour
Wheelchair Handling	\$9.71 per day maximum

\* A semester trip transports students between schools, during the instructional portion of the school day, and is not an extension of the regular route.

- 5.1.4 a) eight percent (8%) vacation pay shall be added to all earnings, will be shown separately on the pay slip, and will be paid monthly.
- b) All vacation time for Regular Drivers shall be scheduled in July and August

5.2 The annualized salary as stipulated in 5.1.1, and employer contributions to benefits as stipulated in Article 8.1, shall be reduced on a proportionate basis for a driver:

- a) not employed the full school year, or
- b) that has been absent for reasons not provided for under Articles No. 10, 11.1, 11.2 and 11.3.
- c) the employer contribution benefits will be paid for the first three (3) personal days per year.

**\*\* NOTE\*\*** For the purpose of making salary deductions for unpaid leaves, the sum of the instructions and Article 11 Holidays shall be deemed to equal two hundred (200).

**\*\*NOTE\*\*** For the purpose of benefit premium deductions, calculation will be based upon the number of calendar days per month.

5.3 The rate of pay as stipulated in 5.1.2 shall not be paid to a driver for days when:

- a) the Employer has cancelled transportation in an area or across the Division, and the cancellation was announced prior to the driver starting his/her route, or
- b) the driver was absent for reasons not provided for under Articles No. 10, 11.1, 11.2 and 11.3.

- c) when a route is cancelled by the Employer, or individual driver, during the morning run, due to unsafe temperature, weather or road conditions, it will remain cancelled for the entire day. If the run was cancelled prior to the driver starting his/her route, no route mileage will be paid for that day. If the run is cancelled after the driver has started his/her route, one-half (1/2) day's mileage and one-half (1/2) basic pay for that day.
- 5.4 Mileage for regularly scheduled bus routes are to be determined by the Employer, from time to time. Information on such mileage must be provided to the designated Union Shop Stewards upon request.
- 5.5.1 Payday shall be on or before the fifth (5<sup>th</sup>) day of each month, following the month of service. Such payments shall be made by Electronic Funds Transfer by the above mentioned date, providing the bus driver's reports and returns are accurately completed and received in the School Board Office on or prior to the cutoff date established by the Employer, with payment for July and August to be made in the same manner.
- 5.5.2 The rates of pay as stipulated in Clause 5.1 will be paid once per month subject to the conditions in Clause 5.5.1

#### **ARTICLE NO. 6.0 - OTHER REMUNERATION**

- 6.1 **Special Trips** - Regular and probationary drivers will be given preference on those special trips authorized and governed by the Employer.
- 6.2 **Waiting Time**
  - 6.2.1 Waiting time for special trips as authorized by the Employer shall be paid on the following rate for all hours spent waiting, up to a maximum of eight (8) hours in a twenty-four (24) hour period, plus room and board for overnight absences, upon presentation of receipt.  
  
Rate - Alberta Minimum Wage per hour.
  - 6.2.2 The waiting time provision shall apply in those circumstances where the Director of Transportation, Director of Human Resources and Labour Relations and/or his/her designate requires the presence of the driver at a meeting.
- 6.3 **Starting Buses in Winter Months** - Employees shall be allowed the following rates for school bus plug-in during winter months. (Winter months are defined as the full months of November, December, January, February, and March).  
  
Plug-in allowance – One hundred and fifty dollars (\$150.00) per school year per bus  
  
If, during the term of this Collective Agreement, the Board implements a plug-in rate higher than one hundred and fifty dollars (\$150.00) per school year for Peace Wapiti bus drivers, such rate shall apply to this Collective Agreement, effective on the same date.
- 6.4 **Expense Reimbursement**
  - 6.4.1 The use of a personal vehicle will be reimbursed as an expense at the rate of fifty-four cents (\$0.54) per kilometer.
  - 6.4.2 Drivers will be reimbursed twelve dollars and fifty cents (\$12.50) per wash, when using their own pressure washer and supplies to a maximum of thirty (30) washes per school year.
  - 6.4.3 Drivers will be reimbursed for the renewal fee of their driver's license upon submission of proof of payment.

- 6.5 Where a regular or probationary driver is required by the Employer to take a special trip or field trip that prevents a driver from performing their regularly assigned morning and/or afternoon route, such driver shall receive no less salary than his/her regular daily rate.

#### **ARTICLE NO. 7.0 - MEDICALS**

- 7.1 Any Employer-requested or government-required physical or medical examination shall be properly complied with by all employees. The Employer shall pay the costs as billed by the physician for all such physical or medical examinations.

#### **ARTICLE NO. 8.0 - EMPLOYEE BENEFITS**

- 8.1 Effective June 1, 2012, all eligible employees and eligible dependents will be enrolled in the Complete Prairie Teamsters Health and Welfare Plan (the Plan) which includes Vision, Dental, Extended Health, ADD, Life Insurance as well as Short Term and Long Term Disability benefits.

The employer shall remit two hundred and forty-two dollars and twenty-five cents (\$242.25) per month per eligible employee with remaining balance to be deducted from the employee. In the event that the total monthly premium amount exceeds two hundred and eighty-five dollars (\$285.00) per month, the additional premium shall be deducted from the employee.

It will be the responsibility of the employer to ensure that all eligible employees are enrolled in the Plan and to make premium remittances on their behalf. The employer will forward completed enrollment forms and/or remit premiums to the Plan Trustees, by no later than the twentieth (20<sup>th</sup>) of each month.

It shall be the Union's responsibility to supply all necessary enrollment forms to the Employer. It shall be the Plan's responsibility, after receipt of the premiums, to distribute same to the applicable insurance underwriters.

Effective August 31, 2012 no Health Spending Account will be provided.

Other than regular and probationary bus drivers, no other employees are eligible for participation in the above-noted plans.

- 8.1.1 Employees on short or long term disability will be responsible for the full monthly premium commencing on the first (1<sup>st</sup>) of the month following commencement of Short Term Disability or Long Term Disability. Premiums payable by the employee are to be received at the Board office by the first (1<sup>st</sup>) of each month for remittance to Prairie Teamsters Administration Services Ltd.

#### **ARTICLE NO. 9.0 - PROVISIONAL TRANSPORTATION**

- 9.1 Drivers will be permitted to take a bus home between runs, provided the driver gives assurance he/she shall endeavour at all times to make certain the bus is able to make the succeeding run. Negligence or abuse of this privilege may result in disciplinary action.

## ARTICLE NO. 10.0 - SICK LEAVE

- 10.1 An employee taking planned or manageable sickness Sick Leave, shall first obtain a substitute driver subject to the Director of Transportation's approval, and then contact the Transportation Supervisor's office to inform the Employer of the Sick Leave and the name of the substitute driver. In cases of emergency sickness or injury, or if after a reasonable attempt a substitute driver cannot be found, the employee will contact the office to inform them of the Sick Leave and of the spare situation so allowing them to contact a spare driver for the route. Sick Leave means that period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident for which Compensation is not payable under the Workers' Compensation Act. For the purposes of Article 10 and 11, a day is defined as the time taken to complete the driver's route in the morning and in the afternoon, inclusive of any transfers. A half day is the time taken by the driver to drive his/her regular route either in the morning or the afternoon.
- 10.2 Sick Leave shall be earned by an employee at the rate of one and one-half (1 ½) days for every month worked, provided that an employee is eligible for payment for a minimum of seventy-five percent (75%) of the monthly working days.
- 10.3 The unused portion of an employee's Sick Leave shall accumulate to a maximum of ninety (90) working days. Sick Leave will accumulate at the rate of the full number of unused days.
- 10.4 Payments toward benefit plans by the Employer, shall permit the Employer to retain, and not pass on to the employees, any rebates of premiums otherwise required under the Canada Human Resources and Labour Commission (E.I.) regulations.
- 10.5 A deduction shall be made from accumulated Sick Leave of all normal working days, exclusive of holidays, absent because of illness.
- 10.6 An employee may be required to produce a certificate(s) from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that he/she is unable to carry out his/her duties due to illness.
- 10.7 When an employee leaves the employ of the Employer, his/her accumulated Sick Leave shall be cancelled.
- 10.8 The Employer will register and implement, a ninety-five percent (95%) Supplementary Employment Benefits (S.U.B.) Plan, which a female employee shall access for pay during the health-related portion of her Maternity Leave. Such period shall normally be two (2) weeks before expected date of delivery to four (4) weeks after date of delivery. The Board shall 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, shall be without pay and benefits. The S.U.B. Plan shall be payable for the maximum number of weeks allowed by Canada Human Relations and Labour Commission (Employment and Immigration Canada), or for the period covered by her accumulated Sick Leave, whichever is less.
  - 10.8.1 An employee may be required to submit medical certificates in order to receive the Supplementary Unemployment Benefits.

## ARTICLE NO. 11.0 - LEAVES OF ABSENCE

- 11.1 An employee, other than casual employees, is entitled to a Leave of Absence with pay, and such Leave is deemed to be an authorized absence approved by the Board, where an employee is absent for:
- a) not more than six (6) days due to critical illness or death of a spouse, child, parent or parent-in-law, plus any required travelling time not exceeding two (2) days;
  - b) not more than two (2) days due to the death and one (1) day due to critical illness of a grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, plus any required travelling time not exceeding two (2) days;
  - c) not more than one (1) day to attend the funeral of an aunt, uncle, niece or nephew, plus any required travelling time not exceeding two (2) days;
  - d) not more than one (1) day in a year for:
    - i) attending to the medical needs of a spouse or child, where such needs are urgent and require the services of a practitioner, or
    - ii) during confinement in a hospital of a wife for maternity reasons, or
    - iii) for the adoption of a child.

For the purpose of this Article, critical illness shall be interpreted as a person in critical condition supported by medical documentation.

- 11.2 A maximum of one (1) day with pay will be allowed for employees (other than casual employees) to attend the following:
- i) their own wedding or that of their son or daughter
  - ii) their own graduation or that of their spouse, their son or daughter;
- if the time of the event conflicts with regular working hours.
- 11.3 An employee who is summoned to court as a witness or for jury duty, will be given leave with pay provided the employee remits to the Board any stipend but excluding any actual expenses set by the court.
- 11.4 Applications for short term leave of absence, of up to three (3) days, without pay, may be granted at the discretion of the Supervisor. Leave granted under this provision shall not exceed six (6) days in any calendar year.
- 11.4.1 Application for leave of absence for more than three (3) days shall be submitted to the Superintendent of Schools or Director of Transportation.
- 11.5 An employee who has been granted leave of absence of any kind or for any period, and over-stays his/her leave of absence without permission, shall be assumed to have abandoned his/her position with the Board, and may be terminated.

## **ARTICLE NO. 12.0 - TERMINATION**

- 12.1 No regular driver shall be terminated except for just cause.
- 12.2 A driver shall give to the Employer at least two (2) weeks notice of termination of employment.

## **ARTICLE NO. 13.0 - SENIORITY**

- 13.1 Subject to the Grievance Procedure as contained herein, it is agreed that in the event of a lay-off, rehiring, or the filling of vacancies for any new or existing routes, seniority among all bus drivers (covered or not covered by this Agreement) of the Peace Wapiti School Division, shall apply whenever possible and practical.
- 13.2 Seniority shall be based on the length of continuous service an employee has been on the payroll within the Bargaining Unit, and shall be calculated, in the case of each employee, from the date that he/she is first hired by the Employer as a probationary driver.
- 13.3 The Employer shall post, and keep posted, in a conspicuous place, a Seniority List showing the date of hire of each employee covered by this Agreement.
- 13.4 In the event an employee leaves the employment of the Employer, his/her seniority shall be cancelled.

## **ARTICLE NO. 14.0 - GENERAL**

- 14.1 A representative of the Union may request access to the Employer's establishments, for the purpose of speaking with employees covered by this Agreement.
- 14.2 The Employer recognizes the Union's right to elect or temporarily appoint Shop Stewards by employee election, and will not discriminate against them for any lawful Union activity. The Union shall inform the Employer of the names of those individuals designated as Union Shop Stewards.
- 14.3 The Employer will provide a Bulletin Board at the Spirit River Bus Garage on which the Union may post notices. The Employer will provide access to the bus radio system to announce notices of meetings, workshops, seminars etc.
- 14.4 An employee will be given advance notice of a disciplinary meeting, in order that the employee may request that the Shop Steward be present for a disciplinary meeting.

## **ARTICLE NO. 15.0 - GRIEVANCE PROCEDURE**

- 15.1 Any difference between an employee covered by this Agreement and the Employer, or in a proper case between the General Teamsters, Local Union No. 362 and the Employer, concerning the interpretation, application, operation, or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

In the case of disciplinary action against an employee of Peace Wapiti School Division No. 76, by the Employer or its representatives, that employee shall have the right to have a Shop Steward present at the disciplinary hearing.

- 15.2 **Step A** - Such difference (hereinafter called a "Grievance") shall first be submitted in writing to the Director of Human Resources and Labour Relations of the Employer and to the Chief Steward of the General Teamsters, Local Union No. 362. Such written submission shall be made within fifteen (15) Division Office business days after the incident giving rise to the grievance, or from the date the grievant first had knowledge of the incident, whichever is later. Such grievance shall set out all particulars regarding the nature of the grievance, the clauses of this Agreement which are alleged to have been violated, and the remedy sought.
- 15.3 **Step B** - If the grievant is not satisfied with the disposition of the grievance, or if no decision is rendered within fifteen (15) Division Office business days after submitting the grievance to the Director of Human Resources and Labour Relations, the grievant or representative of General Teamsters, Local Union No. 362, as the case may be, shall submit the grievance to a Grievance Committee as hereinafter provided, but in any case, within fifteen (15) Division Office business days of the Director of Human Resources and Labour Relations' decision being communicated to the grievant. Such Grievance Committee shall be composed of three (3) representatives of the Employer, and three (3) representatives of General Teamsters, Local Union No. 362. A quorum of this Committee shall consist of at least two (2) representatives of the Employer and two (2) representatives of General Teamsters, Local Union No. 362. The Grievance Committee shall meet and endeavour to resolve the grievance, and shall render its decision in respect of the grievance within fifteen (15) Divisional Office business days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Grievance Committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the Grievance Committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 15.4 **Step C** - If the Grievance Committee does not reach a unanimous decision within the said time, then either Party may, by written notice served on the other Party, require the establishment of an Arbitration Board as hereinafter provided. Such notice must contain the name of the serving Party's nominee to the Arbitration Board, and must be given within ten (10) Divisional Office business days after the date the fifteen (15) Divisional Office business days limit expires on the date the Grievance Committee renders other than a unanimous decision, whichever is shorter.
- 15.4.1 The receiving Party may request that a single Arbitrator be appointed, and failing this, shall appoint its representative on the Arbitration Board within seven (7) Divisional Office business days of receipt of such notice, and shall so inform the other Party of its appointee. The two (2) members so appointed, shall within five (5) Divisional Office business days of the appointment of the second (2nd) of them, appoint a third (3rd) person who shall be the chairperson. In the event of any failure to appoint, either Party may request the Director of Mediation Services to make the necessary appointment.
- 15.4.2 The Arbitration Board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and to be heard.
- 15.4.3 The Arbitration Board shall not change, amend, or alter any of the terms of this Agreement. All grievances or differences submitted under this Agreement shall not depend on or involve any issue or contention by either Party that is contrary to any provision of this Agreement, or that involves the determination of a subject matter not covered by, or rising during the term of this Agreement.
- 15.4.4 The finding and decision of a majority of the Arbitration Board is the award of the Arbitration Board, and is final and binding upon the Parties and upon any employee affected by it. If there is not a majority, the decision of the Chairperson governs, and it shall be deemed to be the award of the Board.

- 15.4.5 The Arbitration Board shall give its decision in writing, no later than fourteen (14) days after the appointment of the Chairperson provided however that this time period may be extended by written consent of the Parties.
- 15.4.6 Each Party to the grievance shall bear the expense of its respective appointee, and the two (2) Parties shall bear the expense of the Chairperson equally.
- 15.4.7 All of the aforesaid time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays, and Statutory Holidays.
- 15.5 The purpose of the Grievance Procedure provisions is to ensure that any grievance is processed in an expeditious manner. Therefore, compliance with the provisions is mandatory. If the respondent fails to comply with the provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all the provisions of this procedure, the grievance is at an end.
- 15.6 Any of the aforesaid time limits may be extended at any stage, upon the written consent of the Parties.

**ARTICLE NO. 16.0 - ISSUES OF CONCERN**

- 16.1 When an issue of concern arises, which is not a grievance as outlined in Article No. 15.1, the Teamster Business Agent or Chief Union Steward shall first raise the issue with the Director of Human Resources and Labour Relations in writing, stating that it is an issue of concern that is not a grievance, the details of the concern, and that the matter is being raised under this Article.
- 16.2 If the matter cannot be resolved between the Teamster Business Agent and/or the Chief Union Steward and the, Director of Human Resources and Labour Relations, then it shall be referred to a committee of three (3) members of General Teamsters, Local Union No. 362 and three (3) representatives of the Employer, at least one (1) of which shall be a Trustee.

**ARTICLE NO. 17.0 - TERMINATION AND AMENDMENTS**

- 17.1 Unless otherwise specifically provided for in the Agreement, this Agreement shall be in full force and effect from January 1, 2020 until August 31, 2021. The effective date of this Collective Agreement shall be the first day of the month following the month in which this Collective Agreement is signed by the Parties.
- 17.2 Not less than sixty (60), nor more than one hundred and fifty (150) days prior to the termination of this Agreement, either Party may give to the other Party a notice in writing of its intention to commence collective bargaining. At the first (1<sup>st</sup>) meeting between the Parties following notice, both Parties shall give particulars of all amendments they seek.

These time lines may be extended by mutual consent.

Signed this \_\_\_\_\_ day of January, 2020

**ON BEHALF OF THE EMPLOYER:**  
Peace Wapiti School Division

**ON BEHALF OF THE UNION:**  
General Teamsters Local Union No. 362

\_\_\_\_\_  
Board Trustee

\_\_\_\_\_  
Tony Atkins, Business Agent

**LETTER OF UNDERSTANDING #1**

**BETWEEN:** **Peace Wapiti School Division No. 76**  
Grande Prairie, Alberta, Canada  
(Hereinafter referred to as the "Company")

**AND:** **GENERAL TEAMSTERS, LOCAL UNION NO. 362**  
(Hereinafter referred to as the "Union")

**RE:** **ARTICLE #5.1.3 Rates of Pay – Transfer in Town**

In the event that an in Town Transfer is only completed once a day, the Transfer in Town rate will be paid at \$3.63, ½ the day rate of \$7.25 as per the Collective Agreement.

This Letter of Understanding, between the Company and Union expires August 31, 2021.

All other terms and conditions of the Collective Agreement will remain in force.

Signed this 27<sup>th</sup> Day of January, 2020

**ON BEHALF OF THE EMPLOYER:**  
Peace Wapiti School Division

**ON BEHALF OF THE UNION:**  
General Teamsters Local Union No. 362

\_\_\_\_\_  
Board Trustee

\_\_\_\_\_  
Mary Snyder, Business Agent