

EMPLOYEE BENEFITS
&
CONDITIONS OF EMPLOYMENT

FOR
DIVISIONAL BUS DRIVERS



WILD ROSE SCHOOL DIVISION NO. 66

September 1, 2007

WILD ROSE SCHOOL DIVISION NO. 66

EMPLOYEE BENEFITS AND CONDITIONS OF EMPLOYMENT SCHEDULE FOR REGULAR DIVISIONAL BUS DRIVERS

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NOTE: For the purposes of this schedule all spare divisional bus drivers are not considered permanent support staff. Benefits for non-permanent support staff will be those mandated by statute only.

CLAUSE 1 MANAGEMENT RIGHTS

1. The effective date for salary adjustments is September 1, of every year. Changes to the provisions of this schedule are at the discretion of the Board of Trustees of Wild Rose School Division No. 66.

CLAUSE 2 ALBERTA HEALTH CARE

- 2.1 Divisional Bus drivers are eligible to participate in the Wild Rose School Division #66 Alberta Health Care Group Plan.
- 2.2 Wild Rose School Division No. 66 shall contribute toward the costs of the Alberta Health Care premiums for the months of September to June inclusive:
 - a. Alberta Health Care - 46.25 percent of each employee's monthly premium.
 - b. No contributions to benefit premiums shall be made by the Employer for the months of July and August
- 2.3 Payments toward benefit plans by Wild Rose School Division No. 66 shall permit them to retain and not pass on to employees any rebates of premiums otherwise required under Human Resources Development Canada regulations.

CLAUSE 3 SICK LEAVE

- 3.1 Employees covered by this handbook shall be entitled to sick leaves as follows:
 - a. An annual accumulation of twenty (20) working days accumulated at two days per month to a maximum accumulation of 20 days per year.
 - b. Total maximum accumulation of 90 working days.
 - c. Should an employee as at September 1, 2004 have accumulated sick leave credits in excess of ninety (90) work days, that employee will retain their accumulated sick leave credits, but will not earn or accumulate any further sick leave credits until the employee's accumulated sick leave is reduced below ninety (90) work days.
- 3.2 An employee who is absent from duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive working days may be required to present, at the Employer's

discretion, a medical certificate(s) during the sick leave period, and/or prior to returning to work.

- 3.3 An employee who is absent from duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of three (3) working days or less may be required to present a signed statement giving the reason for such absence.
- 3.4 The Employer shall be entitled to require, at any time, an employee to have an examination by a doctor or dentist as selected by the Board.
- 3.5 Provisions of Clause 3 shall not be applicable when an employee is on a leave of absence (with or without pay).
- 3.6 When an employee leaves the employ of Wild Rose School Division No. 66 all accumulated sick leave shall be cancelled.

CLAUSE 4 WORKERS' COMPENSATION

- 4.1 If an employee is prevented from performing his regular work on account of an occupational accident that is recognized by the Workers' Compensation Board as compensation within the meaning of the Compensation Act, Wild Rose School Division No. 66 shall continue to pay the employee their full salary provided that all compensation benefits are assigned over to Wild Rose School Division No. 66.
- 4.2 The employment of an employee shall be automatically terminated after twenty-four (24) continuous months on Worker' Compensation benefits.

CLAUSE 5 LEAVES OF ABSENCE

- 5.1 Special Leaves of Absence without pay may be granted by the supervisor to any employee insofar as the regular and efficient operation of the system will permit, provided reasonable notice has been given by the applicant. Special Leaves of Absence with pay shall be approved by the Employer. All leaves shall be reported in writing to the appropriate payroll personnel by the supervisor prior to such leave being taken.

5.1.1 Any employee of Wild Rose School Division No. 66 taking a Leave of Absence without pay of five (5) consecutive working days or more shall be responsible for 100% of the premiums of the Alberta Health Care Group Plan retroactive to the first day of their leave through to the last day of the leave.

Any employee not wishing to continue on the Group Plan or pay 100% of the premium prior to the Leave of Absence will be terminated from the plan for the term of the Leave of Absence.

5.2 CONVOCATION

Leaves of Absence with full pay shall be granted for the period of one (1) day necessary to attend convocation at a Post Secondary Institution at which the employee or the employee's son, daughter, or spouse is graduating. The day off with pay is only allowed if convocation day is held on a weekday.

5.3 COMPASSIONATE LEAVE

5.3.1 Leaves of Absence with full pay shall be granted for a period of time not to exceed five (5) consecutive working days for the purpose of attending the funeral and/or making funeral arrangements for spouse, child, parent, legal guardian, brother, sister, parents of spouse, brother-in-law, sister-in-law, grandparents, grandparents of spouse, son-in-law, daughter-in-law, or a relative who is a member of the employee's household and up to one (1) working day to attend the funeral of aunts, uncles, nieces or nephews of the employee or spouse.

5.3.2 Leaves of Absence with full pay shall be granted for a period of time not to exceed five (5) consecutive working days because of a life threatening critical illness that affects the employee's spouse, child, brother, sister, parent or legal guardian.

5.3.3 The Employer may require a medical certificate under Clause 5.3.2 at its discretion.

5.3.4 In any one school year, not more than twenty (20) days paid leave for combined critical illness and death as per Clauses 5.3.1 and 5.3.2 shall be granted.

5.4 COURT LEAVE

5.4.1 Leaves of Absence with full pay shall be granted to an employee who is required to serve on a jury or is subpoenaed to appear in the courts as a witness, other than for personal business, provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the employee from the courts is remitted to Wild Rose School Division No. 66. All employees shall submit a copy of the subpoena to their supervisor prior to such leave being utilized.

CLAUSE 6 MATERNITY LEAVE

6.1 The Employer will administer Maternity and Parental Leave in compliance with the provisions of the current Employment Standards Code of Alberta, and any regulations made thereto.

6.2 The health related portion of each employee's maternity leave shall be as determined by medical documentation, in accordance with sick leave provisions.

6.3 The Employer has implemented a Supplemental Unemployment Benefits (SUB) Plan that will pay 95% of salary during the health related portion of maternity leave. All employees shall be required to access the SUB Plan during the health related portion of their maternity leave. The SUB benefit shall replace sick leave and the employee shall have no access to sick leave benefits while on maternity leave. The Employer shall pay its portion of each employee's benefit plan premiums during her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay. SUB shall be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. Notwithstanding the above, in the event that the claim falls during a period in which an employee would not normally have worked, the employee shall not be entitled to payment of any additional SUB payments and benefits during this period.

6.4 Upon notification by the employee, an employee shall be granted one (1) day paternity leave with pay to attend the birth of his child or to take custody of an adopted child.

CLAUSE 7 VACATIONS, VACATION PAY AND GENERAL HOLIDAYS

- 7.1 Vacation pay shall be paid to divisional bus drivers at rates outlined in the Employment Standards Code.

- 7.2 In the case of an employee who leaves the employ of Wild Rose School Division #66 who has one (1) or more years of continuous service with the division and he/she re-enters the employ of the division, his/her service will be recognized in determining the appropriate vacation pay entitlements as per Clause 8.1 provided however, that the employee re-enters employment within a period of 2 years.

- 7.3 Under the Employment Standards Code, the following comprise the General Holidays:
 - New Year's Day
 - Good Friday
 - Victoria Day
 - Labour Day
 - Canada Day
 - Remembrance Day
 - Christmas Day
 - Thanksgiving Day
 - Alberta Family Day

Wild Rose School Division No. 66 declares as additional General Holidays:

- Boxing Day
- Easter Monday

Under no circumstances shall an employee work on a General Holiday unless written prior approval has been received from his/her supervisor.

- 7.4 If a General Holiday specified in Clause 7.3 (excluding Remembrance Day) falls on a Saturday or Sunday, another day off in lieu of the holiday will be allowed by the employer.

CLAUSE 8 HOURS OF WORK

- a. The regular working day of divisional bus drivers will vary from route to route and cannot be specifically set for all drivers.

- b. The regular working week is from Monday to Friday for all instructional days of the Employer approved school year.
- c. Additional days may be required for school start up and contractual obligations for other school divisions.

CLAUSE 9 PROBATIONARY PERIOD

- 9.1 The probationary period for all new employees shall be six (6) months from the date employment commenced.
- 9.2 A probationary employee may be terminated at any time during the employee's probationary period, without notice, for just cause or unsuitability, and without recourse.

CLAUSE 10 GENERAL

- 10.1 Each employee shall be paid as follows:
 - a. Not later than one (1) clear banking day prior to the last Friday of each month.
 - b. Not later than two (2) clear banking days prior to the Christmas vacation.
- 10.2 Each employee shall record;
 - a. Days of work, recorded daily
 - b. Sick leave days
 - c. Leaves of absence
- 10.3 Each employee shall ensure the accuracy and completeness of required forms prior to signature of his/her immediate supervisor and submission to the Division Office.