

COLLECTIVE AGREEMENT

BETWEEN

**THE SUDBURY STUDENT SERVICES CONSORTIUM
(The "Employer")**

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(The "Union")**

REPRESENTING

**THE SUDBURY STUDENT SERVICES CONSORTIUM BARGAINING
UNIT
OF RAINBOW DISTRICT3
(The "Bargaining Unit")**

EFFECTIVE September 1, 2019 TO AUGUST 31, 2022



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This Collective Agreement will be completed and signed in both official languages and each version shall be official and binding. In the event of any inconsistencies between the two versions, the English version shall govern. In the event that an official French version of the Collective Agreement is required, a shared cost arrangement will be initiated by the parties.

ARTICLE 1 – DEFINITIONS

- 1.1 Bargaining Unit:** Sudbury Student Services Consortium Bargaining Unit of Rainbow District 3
- 1.2 Casual Employee:** A “Casual Employee” is an Employee hired to work on an irregular basis during periods of heavy workload and in cases of emergency, for a period not exceeding three **(3)** months. Casual Employees have the benefit of all the rights and privileges provided herein, except for the following articles or paragraphs: Just Cause (paragraph **7.4**); Technological Changes (article **9**); Probationary Period (article **18**); Qualifications (article **19**); Transfers (article **20**); Lay-Off and Recall (article **23**); Benefits (article **27**); Authorized Leaves (article **29**); Performance Evaluation (article **30**) unless a casual employee with two **(2)** months’ or more continuous or accumulated service; Conference or Professional Development (article **31**).
- 1.3 Common-law Spouse:** A person with whom the Employee has been cohabitating in a spousal relationship for a period in excess of one **(1)** year. This includes a person of the same gender.
- 1.4 Day:** An Employee’s work day unless otherwise defined.
- 1.5 Employee:** A person working for the Employer and covered by this Collective Agreement.
- 1.6 Employer:** The Sudbury Student Services Consortium.
- 1.7 Grievance:** Any matter arising from the interpretation, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable.
- 1.8 Member:** A member of the Union.
- 1.9 OSSTF:** The Ontario Secondary School Teachers’ Federation.
- 1.10 Part-Time Employee:** An Employee who is regularly scheduled to work less than 1248 hours per year.
- 1.11 Predecessor Boards:** School board member of Employer.

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1.12 Permanent Full-Time Employee: An Employee who is regularly scheduled to work 1827 hours per year and who is regularly scheduled in accordance with Article 16. An Employee who is neither a Casual Employee nor a Term Employee. Permanent Full-Time Employees have the benefit of all the rights and privileges provided herein.

1.13 Term Employee: An Employee hired on a term (i.e. period of employment) to replace a Permanent Full Time Employee on authorized leave for a period of three (3) months to twelve (12) months. A term Employee may also be hired for a specific term or task for a period not to exceed twelve (12) months or for a position that is not normally renewed from one year to the next. The Employer may request and the Bargaining Unit shall not unreasonably deny a renewal of the term period up to an additional twelve (12) months from the end date in the contract. The Employer shall provide to the Bargaining Unit the following information prior to the start:

- 1.13.1** Name of Employee
- 1.13.2** Job duties
- 1.13.3** Hours of work
- 1.13.4** Compensation
- 1.13.5** Start and End Dates

The Union shall, at all times, respect the confidential nature of such documentation.

Should the Employer direct a member of the Bargaining Unit to train the Term Employee, it shall be done during working hours, whenever possible. The time of employment shall be added to the Term Employee's service calculation on the casual list.

1.14 Union: The Ontario Secondary School Teachers' Federation includes the Bargaining Unit unless otherwise specified.

In the Collective Agreement, a pronoun or adjective associated with a gender applies to the other gender, save and except when stated otherwise.

ARTICLE 2 – GENERAL PURPOSE

2.1 The general purpose of this Agreement is to establish and maintain harmonious as well as mutually beneficial relations between the Union and the Employer, to provide for an ongoing means of communication between the Union and the Employer, and the prompt and equitable disposition of grievances, and the final settlement of disputes, and to establish and maintain terms and conditions of employment in accordance with the provisions of this Agreement.

2.2 In fulfilment of the above purposes, the parties are committed through the use of the Employee Relations Committee to ongoing consultation and problem solving.



- 2.3** In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations where in the opinion of either party such action has brought about changes in the terms and conditions of work from those originally described by the parties in the Agreement, the Employee Relations Committee shall meet within fifteen **(15)** days of the written request of either party for such meeting and the following shall apply:

2.3.1 The parties shall attempt to agree on a method of modifying the Agreement by mutual consent to restore to Employees of the Bargaining Unit the terms and conditions of work contracted when the Agreement was made. This principle of restoration is to apply when not specifically contrary to the new Statutes or Regulations.

ARTICLE 3 – RECOGNITION AND SCOPE

- 3.1** The Employer recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive Bargaining Agent for all Employees employed by the Sudbury Student Services Consortium except for the Executive Secretaries, Supervisors and those above the rank of Supervisors.
- 3.2** The Employer recognizes the right of the Union to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.3** The Union recognizes the right of the Employer to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.4** The Employer recognizes the right of members of the Union to have Union representative(s) present during disciplinary meetings with the Employer representative(s) where the conduct or competence of the Employee is being considered. The Employer shall provide the Employee with twenty-four **(24)** hours' notice of such a meeting. If the Employee elects to have Union representation, the representative will arrive in a timely fashion and no discussion of the issues will take place until the Union representative is present. Notwithstanding the above, the Employer will adhere to due process.

ARTICLE 4- EFFECTIVE PERIOD

- 4.1** This Agreement shall be in effect from September 1st, 2019 to August 31st, 2022 and shall remain in effect from year to year thereafter unless either party gives notice to the other not more than ninety **(90)** days from the expiration date herein



that it desires revision, modification or termination of this Agreement at its expiration date.

4.2 Notice to Bargain

4.2.1 In the event that either Party gives notice as defined in 4.1, the Parties will meet to negotiate within (15) working days or such other time as may be mutually agreed after the giving of such notice and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.

4.3 This Agreement shall supersede all previous Agreements. Except for error, inadvertence or omissions, it shall form the basis for determining all salaries and other conditions defined herein. Amendments to the provisions herein contained shall be made only by mutual written consent of the Parties.

4.4 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given to them in the *Ontario Labour Relations Act*.

ARTICLE 5 – UNION MEMBERSHIP AND FEE DEDUCTION

5.1 As of the first day of work, all Employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of OSSTF according to the Constitution and By-laws of OSSTF. The OSSTF shall be the sole judge of the good standing of its members.

5.2 Union Dues

5.2.1 On each pay date that an Employee receives a pay cheque the Employer shall deduct from each Employee the Union dues and any dues chargeable by the Bargaining Unit or by the District or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective Constitutions and By-laws and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

5.3 Provincial Union Dues

5.3.1 The Employer agrees to deduct from the wages of every Employee covered by this Agreement those dues and assessments levied in accordance with the OSSTF's Constitution and By-laws, and to remit such monies to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th day of the month following the month in which the deduction was made. Such remittance shall be accompanied by a list identifying the Employees, the amounts deducted and the number of



days worked. The Union shall, at all times, respect the confidential nature of such document.

5.4 Local Union Dues

5.4.1 Dues specified by the District in accordance with the provisions of this Agreement, if any, shall be deducted and remitted to the Treasurer of OSSTF District 3, at PO Box 490, Lively, Ontario, P3Y 1M5 no later than the 15th day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees and the amounts deducted.

5.5 The Union shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Bargaining Unit.

5.6 Any monies deducted under **ARTICLE 5 – UNION MEMBERSHIP AND FEE DEDUCTION** shall be reflected as a deduction on Employees' T4 slips.

5.7 The Employer shall advise all new Employees at the time of hire that a Collective Agreement is in effect and give a copy of the Collective Agreement to the Employee and direct the Employee to the Union President.

ARTICLE 6 – UNION RIGHTS

6.1 Bulletin Board and Workspace

6.1.1 The Employer shall provide a bulletin board for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Employees. The Union will not post any documents that are inappropriate or prejudicial to the Sudbury Student Services Consortium's mission. The Employer reserves the right to remove such privileges if it affects the interest of the Employer if it is considered offensive.

6.2 Union Representatives and Communication

6.2.1 The Union shall notify the Employer in writing of the names of its representatives. Unless otherwise stated in this collective agreement communications between the Bargaining Unit and the Employer shall be between the Bargaining Unit President or designate and the Executive Director or designate.

6.3 Subject to the Personal Information Protection and Electronic Document Act the Employer shall provide the Union with all necessary information relating to the



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following matters for Employees within the Bargaining Unit on a current basis as of November 1st of each year. Such information includes but is not limited to:

6.3.1 A list of Employees, showing their names, work locations, and classifications, ranked according to seniority;

6.3.2 Information relating to salaries and fringe benefits.

6.4 With reasonable prior notice and approval by the Executive Director or designate, the Union shall be allowed to carry out Union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conference between Union representatives and Employees. Such meetings will be held before or after work hours, or during lunch or breaks. In accordance with the above, such request shall not be unreasonably denied.

6.5 Courier and E-mail Systems

6.5.1 The Union shall have the right to use the Employer's courier and e-mail systems, telephone system and fax machines located in the workplace for the purpose of communication between the Union and its Employees. Such use shall be at no cost to the Employer. Such distribution will be done before or after work hours or during breaks, including lunch breaks. This right may be limited if abused by the Union.

6.6 Except for emergencies, an Employee may refuse to perform duties, normally and regularly performed by management, except as otherwise outlined in this Agreement. Notwithstanding this paragraph, no Employee shall be assigned to supervisory duties such as hiring, firing or imposing discipline on other members of the Bargaining Unit.

6.7 The Employer shall not require any Employee to cross a legally established picket line where there is a possibility of danger to the health, security or safety of the Employee, or of danger to the Employee's property.

ARTICLE 7 – MANAGEMENT RIGHTS

7.1 The Union recognizes the right of the Employer to manage in accordance with the laws and regulations, and to make, enforce, and amend, from time to time reasonable rules and regulations to be observed by Employees.

7.2 The Employer agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable, or discriminatory or that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing education and labour in the province of Ontario.



- 7.3** The Union recognizes the right of the Employer, subject to any provisions of this Agreement and appropriate legislation to manage its affairs including the right to hire, retire, direct, classify, transfer, promote, demote and lay-off.
- 7.4 Just Cause:** The parties agree that no Employee shall be:
- 7.4.1** Disciplined, suspended or discharged, except for just cause; and
 - 7.4.2** Notwithstanding **7.4.1** the parties agree that the Employer may dismiss a probationary Employee at a lesser standard.
- 7.5** The Employer shall notify the Union, in writing, within 10 working days when an Employee is reassigned, promoted, demoted, transferred, disciplined or terminated.

ARTICLE 8 – CONTRACTING OUT

- 8.1** No Employee shall be laid off, lose his job, incur a reduction of his working hours or will lose his right of recall because of contracting out.
- 8.2** Subject to **8.1**, the Employer may contract out Union work in the case of an overload of surplus of work or a lack of Employees available and provided that the Employer has adhered to the dispositions of the Collective Agreement. In this event, the Employer will provide the Union with full access to his financial statements and records in order to determine for which position the Employer can afford to hire regular workers instead of contracting out the same work.
- 8.3 Co-Op Students**
- 8.3.1** Employees shall not have their hours of work changed or reduced owing to the use of Co-Op students in the workplace.
 - 8.3.2** No Employee shall be laid-off nor shall the Employer refuse to recall a laid-off Employee owing to the use of Co-Op students in the workplace.
- 8.4 Volunteers**
- 8.4.1** Employees shall not have their hours of work changed or reduced owing to the use of volunteers in the workplace.
 - 8.4.2** No Employee shall be laid-off nor shall the Employer refuse to recall a laid-off Employee owing to the use of volunteers in the workplace.
- 8.5 Summer Students**
- 8.5.1** Employees shall not have their hours of work changed or reduced owing to the use of summer students in the workplace.

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- 8.5.2** No Employee shall be laid-off nor shall the Employer refuse to recall a laid-off Employee owing to the use of summer students in the workplace.
- 8.5.3** Summer students shall not "quick assign" and/or "deassign" unless approved by the Bargaining Union President.
- 8.5.4** In accordance with **8.3.2**, **8.4.2** and **8.5.2**, the Employer shall be permitted to recruit high school students from Rainbow District School Board, *Conseil scolaire du district du Grand Nord de l'Ontario*, *Conseil scolaire catholique du Nouvel-Ontario* and Sudbury Catholic District School Board for the purposes of completing their volunteer hours.

ARTICLE 9 – TECHNOLOGICAL CHANGES

- 9.1** Technological change shall be defined as any change in work methods or procedures involving the use of machinery, equipment and/or software.
- 9.2** When a technological change requiring additional skills is introduced into the workplace, the Employer shall provide the Employee(s), directly affected by such technological change, with training, during their regular work hours when possible.
- 9.3** If the Employer decides to lay-off Employees or reduce the hours of work as a result of technological change, every effort shall be made to reduce the hours of work or the number of Employees by attrition.

ARTICLE 10 – DISCRIMINATION AND HARASSMENT

- 10.1** There shall not be any discrimination in employment practiced by or on behalf of the Employer with respect to any of the prohibited grounds set out in the Ontario Human Rights Code, nor shall the Employer engage any type of harassment. The Employer and the Bargaining Unit shall adhere to the Employer's Administrative Policy 005, Workplace Violence and Harassment.
- 10.2** There shall be no discrimination, intimidation, interference, restraint, or coercion, practiced by or on behalf of the Employer with respect to any Employee because of membership or non-membership in the Union.

ARTICLE 11 – EMPLOYEE RELATIONS COMMITTEE

- 11.1** A committee consisting of up to two **(2)** representatives of the bargaining unit and up to two **(2)** persons appointed by the Executive Director shall meet at least one **(1)** time a year to discuss matters of mutual concern. Special meetings may be called for the purpose of discussing matters of urgent concern. Where possible, agenda items will be exchanged in writing at least one **(1)** week prior to the meeting.

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- 11.2 The purpose of the committee includes promoting and providing effective and meaningful communication of information.
- 11.3 The parties shall notify each other of the names of their respective representatives prior to each meeting. The Union's contact will be the President. The Employer's contact will be the Executive Director.
- 11.4 Meetings of the committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit Employees of the committee.

ARTICLE 12 – HEALTH, SAFETY AND SECURITY

- 12.1 The Employer shall recognize its obligations to provide a safe, secure and healthy environment for Employees. As well, the Employer shall recognize its obligations to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

12.2 Joint Health and Safety Committee

- 12.2.1 A Joint Health and Safety Committee shall be established which compose of an equal number of Union and Employer representatives. The working and powers of the Committee are those outlined in the Occupational Health and Safety Act. The Employer and the bargaining unit shall adhere to the Employer's Administrative Policy 008, Health and Safety.

12.3 Accommodating Employees with Disabilities

- 12.3.1 The Employer and the Bargaining Unit agree to take all reasonable steps to ensure that any Employee who, owing to disabling illness or injury, requires accommodation in order to work or to return to work or to continue to work.
- 12.3.2 The Employer and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations in accordance with prevailing legislation.
- 12.3.3 The Employer and the Bargaining Unit recognize that employees who require accommodation have obligations to cooperate in the process, including the clear communication of any medically documented limitations requiring accommodation and the providing of medical information reasonably required by the Employer.
- 12.3.4 Administering First Aid. The Employer agrees to make available to those designated Employees, training and/or retraining for the administration of first aid. Such training shall normally be provided by the Employer during regular work hours at no cost to the member.

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ARTICLE 13 – GRIEVANCE AND ARBITRATION

13.1 General

13.1.1 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with as outlined below.

13.2 No individual member or members of the Union or the employer may initiate a grievance except through the appropriate party.

13.3 Informal Procedure

13.3.1 It is the mutual desire of the parties hereto that complaints of Employees be addressed as quickly as possible, and it is understood that an Employee has no grievance until the Employee has first given the Executive Director or designate the opportunity of addressing the Employee's complaint. Such complaint shall be discussed with the Employee Executive Director or designate within ten **(10)** days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. Failing settlement within ten **(10)** days, it shall then be taken up as a grievance in the following manner and sequence.

13.4 Step 1

13.4.1 The Union may make written grievance to the Executive Director or designate on the appropriate grievance form indicating the section of the collective agreement alleged to be violated.

13.4.2 The Executive Director or designate shall deliver the decision in writing within ten **(10)** days following the day on which the grievance was presented.

13.4.3 The grievance shall contain:

- 13.4.3.1** Identification of the article or articles alleged violated;
- 13.4.3.2** A description of the alleged violation;
- 13.4.3.3** The relief sought; and
- 13.4.3.4** The signature of the Grievance Officer or designate of the Bargaining Unit.

13.5 Step 2

13.5.1 Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Executive Director within ten **(10)** days. The Executive



Director or designate shall meet with the Union within ten **(10)** days of receipt of the written request and shall answer the grievance in writing within ten **(10)** days of the meeting.

- 13.5.2** A group grievance may be filed at Step 2, and a Union or Policy grievance shall be filed at Step 2 within ten **(10)** days following the circumstances giving rise to the complaint or grievance.

13.6 Arbitration

- 13.6.1** Failing settlement at Step 2 of any grievance between the parties, such grievance may be submitted to arbitration provided that such a written request is received within twenty **(20)** workdays after the decision under Step 2.

- 13.6.2** The party referring the grievance to arbitration as provided above shall at the same time indicate the desire for a sole arbitrator or an arbitration board. The other party shall respond in writing within ten **(10)** days responding to the request for a sole arbitrator and providing the names of three (3) arbitrators for consideration of the other party. If mutual agreement cannot be reached, the following procedure shall apply:

13.6.2.1 The party referring the grievance shall give notice to the other party, indicating the name and address of its appointee to the Arbitration Board.

13.6.2.2 Within seven **(7)** days after the receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.

13.6.2.3 The two **(2)** appointees so selected shall, within ten **(10)** days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board.

13.6.2.4 If the recipient of the notice fails to name an appointee, or if the two **(2)** appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour upon request of either party.

- 13.6.3** The Arbitrator shall mean the Sole Arbitrator or the Arbitration Board, as the case may be. The Arbitrator shall be governed by the following provisions:

13.6.3.1 The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding

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upon the parties and upon any Employee or Employer affected by it.

13.6.3.2 The Arbitrator shall determine procedure, but shall give full opportunity to all parties to present evidence and make representation.

13.6.3.3 The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.

13.6.3.4 The parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.

13.6.3.5 The Arbitrator shall have the power to amend the grievance; modify penalties, including discharge and disciplinary penalties; and take whatever action or make whatever decision considered by the Arbitrator to be just and equitable in the circumstances.

13.6.3.6 The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

13.6.3.7 In the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.

13.6.4 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

13.6.5 Each of the parties hereto will bear the expense of the nominee appointed by it (if applicable) and the parties will share equally the fees and expenses, if any of the arbitrator.

13.7 An Employee whose presence is necessary at a hearing at any stage of the grievance process, including grievance and/or arbitration hearings, shall be released from duties in order to attend. The grievor(s) and the Union President or designate shall be paid for regular hours lost under this provision. The Union shall reimburse the Employer for the time of all other Employees whose presence is required by the Union.

13.8 Time Lines

13.8.1 Time lines may be extended if mutually agreed upon in writing at any stage of the grievance/arbitration proceeding.



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13.8.2 "Days" in **ARTICLE 13 – GRIEVANCE AND ARBITRATION** shall mean working days.

13.9 Grievance Mediation

13.9.1 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance is terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties will share equally the fees and expenses, if any, of the mediator.

ARTICLE 14 – DISTRIBUTION OF THE COLLECTIVE AGREEMENT

14.1 The Employer agrees to provide all Bargaining Unit members with an electronic copy of the Collective Agreement. The Collective Agreement will be placed on the shared device or a common location that employees have access to. The Employee may create one copy for personal use.

ARTICLE 15 – HUMAN RESOURCES FILE

15.1 An Employee shall have access during normal business hours to their human resources file. The Employee may copy any material contained in these files. Request to view files must be arranged in advance.

15.2 Where an Employee authorizes in writing access to their personal file by another person acting on the Employee's behalf, the Employer shall provide such access, as well as copies of material contained therein, if also authorized and requested.

15.3 The Employer agrees to adhere to the provisions of the Personal Information Protection and Electronic Documents Act.

15.4 The only recognized human resource file of an Employee shall be the one maintained by the Employer and shall be available and open to the Employee for inspection, in the presence of an Employer representative, at any reasonable time during the regular working hours of the department.

15.5 Notwithstanding paragraph 15.2, the Employer will provide personal information about an Employee to an authorized Bargaining Unit representative in



circumstances involving the administration, interpretation, or application of this Collective Agreement.

- 15.6** Employees shall receive copies of any materials placed in their human resources file pertaining to issues such as performance, conduct, competence or discipline.
- 15.7** With the exception of discipline related to conduct which puts at risk the safety and well-being of students, documents contained in an Employee's personnel file which are of a disciplinary or negative nature, including evaluation reports which the Employee considers damning, shall be removed from the file and returned to the Employee no later than two **(2) years (730 days)** after their date of issue as long as there is no reoccurrence within that two **(2) years**; and no continuing reference to the documents removed shall remain in the file. Documents related to discipline in cases of harassment or abuse (including sexual or physical misconduct of any kind) shall not be removed.
- 15.8** An Employee shall be entitled to correct inaccuracies or errors in documents contained in the Employee's human resource file by appending notices of corrections of inaccuracies to documents within the file, which, in the Employee's view, possess errors, or inaccuracies.
- 15.9** For the purpose of compliance with the provisions of Ontario Regulation 521-01 under the Education Act, the Employer agrees that if applicable, the procedures, guidelines and/or forms developed by OSSTF will be used as the model to finalize its protocol for the requirements of complying with the provisions of the said Regulations.

ARTICLE 16 – HOURS OF WORK

- 16.1** The following flexible schedule will govern hours of work: The core hours of the workday shall be 7 a.m. to 5 p.m., Monday to Friday inclusive. The scheduling of these core hours will vary as follows:
- 16.1.1** For January, February, March, April, May, June, July, August, September, October, November and December, Permanent Full-Time Route Planners shall work thirty-five **(35)** hours per week, worked in seven (7) continuous hours per day. The Employee will have the choice to take a half hour (1/2) lunch or full hour (1 hr) lunch. The 7 am to 3 pm shift can leave at 2:30 pm if they take a half (1/2) hour lunch and the 9 am to 5 pm shift can start work at 9:30 am if they take a half (1/2) hour lunch.
- 16.1.2** The Permanent Full-Time Safety Officer shall work thirty-five (35) hours per week, worked in seven (7) continuous hours per day between the core hours of the workday 7 am to 5 pm, Monday to Friday inclusive as determined by the Executive Director.

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16.1.3 The Permanent Full-Time Systems Administrator shall work thirty-five (35) hours per week, worked in seven (7) continuous hours per day between the core hours of the workday 7 am to 5 pm, Monday to Friday inclusive as determined by the Executive Director.

16.1.5 In consideration of operational needs and in consultation with the Executive Director or designate, scheduling of days off shall be determined on a seniority basis, with first right of refusal at the discretion of Senior Permanent Full-Time Employees.

16.1.5.1 When the scheduled day off falls on a statutory holiday, the Employee will be permitted a day off in lieu on the next week day, provided that such date does not negatively impact the Employer's operations. In any event such request will not be unreasonably denied. Otherwise a mutually agreed-to date in the following week will be designated to replace the statutory holiday.

16.2 Any hours worked in excess of the maxima in Article **16.1** will be paid the hourly rate except those hours subject to Article **17.1**.

16.3 The start and end time of the workday shall be determined by the Employer based upon its operational needs and in accordance with **16.1** and **16.4**.

16.4 Except in cases of emergency, the Employer can make changes to the Employee's scheduled start and end time, subject to forty-eight **(48)** hours' notice.

16.4.1 An Emergency shall include the following examples:

Inclement weather, road closures, missing students, bus and/or roads accidents/incidents, school lockdown, city alerts, police alerts, provincial alerts, pandemics, natural disasters, total absence of Bargaining Unit Employees.(no Bargaining Unit Employees present in the workplace for shift coverage.)

16.5 With the approval of the immediate Supervisor, an Employee may request flexible hours of work between the core hours of 7 a.m. and 5 p.m.

16.6 Each Employee shall receive each day an uninterrupted and continuous period of not less than thirty **(30)** minutes for lunch (unpaid), free from assigned duties or responsibilities.

16.6.1 An Employee's lunch hour may be extended, with the approval of the immediate supervisor, provided that the Employee makes up the



time within the sameworkweek. The Employee agrees that this time shall not be paid at an overtime rate..

- 16.7 Each Employee shall be granted two **(2)** fifteen **(15)** minute breaks (paid) in each scheduled workday.
- 16.8 All paid absences and all calculations for EI and WSIB shall be based on a seven **(7)** hour workday and a thirty-five **(35)** hour workweek.
- 16.9 Term Employees shall work seven **(7)** continuous hours per day and thirty-five **(35)** hours per week.

ARTICLE 17 – OVERTIME

- 17.1 Overtime is defined as any work performed above eight **(8)** hours per day or forty **(40)** hours per week.
- 17.2 All overtime worked must have received prior approval from the Executive Director or designate.
- 17.3 Overtime will be compensated as follows:
 - 17.3.1 1 ½ times the regular rate for all hours above forty **(40)** hours per week. At the request of the Employee, time off instead of money may be given by the Employer.
 - 17.3.2 1 ½ times the regular rate for all hours worked on a Saturday or Sunday. At the request of the Employee, time off instead of money may be given by the Employer.
 - 17.3.3 2 ½ times the regular rate for all hours worked on a statutory holiday. At the request of the Employee, time off instead of money may be given by the Employer.
 - 17.3.4 The Employer shall not unreasonably deny requests for the time off in lieu of overtime pay.

17.4 Overtime for Part-Time Employees

- 17.4.1 The hours of work for Part-Time Employees shall be set in accordance with the requirements of the Employer with overtime applying for any work performed over the normal full-time hours outlined in **ARTICLE 16 – HOURS OF WORK and overtime being paid in accordance with ARTICLE 17 – OVERTIME.**

ARTICLE 18- PROBATIONARY PERIOD



- 18.1** All new Employees including Term Employees and excluding Casual Employees shall be considered to be on probation for a period of six **(6)** months from the date of the last hire.

ARTICLE 19 – QUALIFICATIONS

- 19.1** When the qualifications of a position are modified after consultation with the Bargaining Unit, the incumbent shall be deemed to be qualified.

ARTICLE 20 – TRANSFERS

- 20.1** A “transfer” shall mean the relocation of an Employee from one position to another within the Bargaining Unit.
- 20.2** An Employee can be transferred only for legitimate reasons.
- 20.3** If the Executive Director or designate decides to transfer an Employee for legitimate reasons, the Executive Director or designate shall meet with the Employee and the Bargaining Unit President to discuss the reasons for the decision. If, after considering the Employee’s objections, the Executive Director or designate decides to proceed with the transfer, the Executive Director or designate must inform the Employee and the Bargaining Unit President in writing of this decision and of the reasons for doing so.

ARTICLE 21- SENIORITY

- 21.1 Definition:** Seniority for Permanent Employees who have completed the probationary period shall mean the length of continuous service with the Employer, in the Bargaining Unit (subject to **21.2**), since the date of hire as a Permanent or Term Employee. This shall be called the ‘seniority date.’ Seniority shall operate on a Bargaining Unit-wide basis save and except the provisions of Article **23.4**.
- 21.2** Length of continuous employment shall include:
- 21.2.1** Any period of continuous “permanent” employment with the Employer prior to the certification of the Bargaining Unit.
- 21.2.2** Any period of continuous employment with the Employer without a break during which the Employee was classified as a Casual or Term Employee.
- 21.3** The Employer shall maintain a seniority list for Permanent Employees showing each Employee’s name, seniority date, seniority ranking and occupational classification. The Employer shall post an up-to-date seniority list in all work locations by November 1st of each year. Employees will have thirty **(30)** workdays to notify the Employer of any changes after which time the seniority list will become the official list. Two copies will be forwarded to the Bargaining Unit.



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21.4 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit on behalf of the Employee or the Employee to the Executive Director, in writing, within thirty **(30)** working days of the posting of the list. When an Employee submits a request for correction, copies will be forwarded to the Bargaining Unit.

21.5 If corrections to the accuracy of the seniority list are made, the Employer shall post an up-to-date seniority list in all work locations by March 15th of every year.

21.6 No authorized leave or approved absence (with or without pay), including a secondment, shall constitute a break in continuous service for the purposes of seniority and the Employee shall continue to accumulate seniority during the period of such leave or absence.

21.7 Seniority List: In compiling the seniority list all ties shall be broken based on the following criteria in order:

21.7.1 Total experience with the Employer;

21.7.2 By lot in a manner to be determined by the Employer and the Bargaining Unit.

21.8 Service for Casual and Term Employees

21.8.1 Service for Casual and Term Employees shall mean the total hours of work with the Employer.

21.8.2 By November 1st of each year, the Casual and Term Employee Service List shall be updated and posted in all work locations. Employees will have thirty **(30)** workdays to notify the Employer of any changes after which time the service list will become the official list.

21.8.3 In compiling the service list all ties shall be broken by lot in a manner to be determined by the Employer and the Bargaining Unit.

21.8.4 For the purpose of filing vacancies, an updated list showing additional hours since the last official service list will be made available by the Employer to the Union.

21.8.5 Any Casual or Term Employee (upon completion of term employment) who has not worked any hours within a consecutive six **(6)** month period, will be removed from the service list and lose all rights and privileges accordingly.

21.8.6 In accordance with **1.13**, any periods of continuous term employment immediately preceding employment placement (hiring) into a permanent

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position shall count towards the calculation of seniority and placement on the seniority list.

21.8.7 The Bargaining Unit President shall be notified within 3 days when Casual or Term Employees are hired.

ARTICLE 22 – JOB POSTINGS

22.1 Postings

22.1.1 Each posting will indicate the position title, required qualifications, and hours of work, whether the job is permanent or temporary, commencement date and deadline date for applications. In addition, each posting for a term position will clearly indicate the start and end date of the position.

22.1.2 When a new job class is created, the Bargaining Unit President shall be informed by the Executive Director prior to the posting.

22.2 Term Positions

22.2.1 The Bargaining Unit President will be informed/notified when a vacant position is known to be three **(3)** months or more in duration.

All Term positions shall be advertised internally and externally simultaneously for at least five **(5)** workdays before the deadline for applications for the position. If more than one qualified Permanent Full-Time Employee applies for the vacancy, the position will be granted to the Permanent Full-Time Employee with the most seniority. Upon completion of the term employment, the Permanent Full-Time Employee shall return to the position he held immediately prior to being assigned to the term employment with all the rights and privileges enjoyed at that time.

22.2.2 After having complied with the procedure outline in **22.1.1** and **22.1.2**, the Employer will offer the position to the qualified Term or Casual Employee with the most seniority.

22.2.3 The Employer may recruit external applicants after having complied with **22.2.1** and **22.2.2**

22.3 Permanent Services Positions

22.3.1 Where a vacancy for a Permanent position occurs in the Bargaining Unit, the position shall be advertised within the Bargaining Unit and the following will apply:

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- 22.3.1.1** Within ten **(10)** working days of the position becoming vacant, the Employer shall post the vacancy at every work location where Employees are employed.
- 22.3.1.2** If more than one qualified Permanent Full-Time Employee applies for the vacancy, the position will be granted to the Employee with the most seniority as defined in Article **21.1**. The Employee's seniority will be transferred to another department, if applicable.
- 22.3.1.3** In addition to the provisions of Article **22.3.1.1**, The Employer shall forward forthwith the job posting to all Employees on the recall list.
- 22.3.1.4** Should there be no application from Permanent Full-Time qualified Employees. Employees on the recall list shall be offered the position in accordance with the provisions of Article **23.9**.
- 22.3.1.5** After having complied with the procedure outlined in Article **22.3.1**, the Employer will offer the position to the qualified Term or Casual Employee with the most seniority.
- 22.3.1.6** The Employer may recruit external applicants after having complied with **22.3.1** and **22.3.1.5**
- 22.3.1.7** The Employer may hire a Casual Employee until the posting procedure provided herein has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.

22.4 Copy of Posting

- 22.4.1** A copy of each job posting shall be sent to the President of the Bargaining Unit.

22.5 Casual List

- 22.5.1** The Employer will maintain a casual list of qualified Employees. Employees on the casual list may be called upon to replace Employees absent from work for a period of less than three **(3)** months. Laid-off members who have recall rights are to be called and offered this work before others on the casual list.

ARTICLE 23 – LAY OFF AND RECALL – PERMANENT EMPLOYEES

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- 23.1** An Employee affected by a reduction in the number of Employees or by a reduction of hours of work will be deemed to have been laid off and may exercise all the rights and privileges herein.
- 23.2** The Employer shall take the following steps, in order, before utilizing the layoff procedure:
- 23.2.1** Invite retirements;
 - 23.2.2** Accepting voluntary resignations;
 - 23.2.3** Offering leaves of absence to interested Employees;
 - 23.2.4** Offering interested Employees the option of taking a voluntary reduction in working hours.
- 23.3** The Employer agrees that in the event of a layoff, Employees will be laid-off in reverse order of seniority in the bargaining unit, and shall continue to accumulate seniority for up to two **(2)** years while on layoff. All laid-off Employees shall be entitled to twenty **(20)** workdays written notice of layoff.
- 23.4** An Employee laid-off within a department may elect to:
- 23.4.1** Be placed on the recall list; or
 - 23.4.2** Solely within the same department, bump an Employee, who holds a position in his classification and remunerated at an hourly rate that is equivalent to the laid-off employee, with the least seniority provided the senior Employee has the job related qualifications to perform the job.
 - 23.4.3** Solely within the same department, if 23.4.2 is not possible, bump an Employee, who holds a position in another classification and remunerate at an hourly rate that is equivalent to the laid-off Employee, with the least seniority provided the senior Employee has the job related qualifications to perform the job.
 - 23.4.4** Solely within the same department, if 23.4.3 is not possible, bump an Employee, who holds a position in the same or a lower classification and remunerated at a lower hourly rate than the laid-off Employee, with the least seniority provided the senior Employee has the job related qualifications to perform the job.
- 23.5** An Employee displaced by an Employee with more seniority shall be deemed to have been laid-off and retains all rights outlined in **23.4** above.

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23.6 Any Employee who is laid-off and who cannot displace an Employee with less seniority shall have their name placed on the recall list.

23.7 Employees who bump to a position with less pay will be placed at the salary rate, which represents the next highest amount above the Employee's present rate of pay. Employees who bump to a position with less pay and whose salary is higher than the maximum hourly rate of the new grid shall have their pay level reduced to the maximum hourly rate of the new grid.

23.8 Employees who have changed positions under **ARTICLE 23 – LAY OFF AND RECALL – PERMANENT EMPLOYEES** shall have the rights to reinstatement in their former position, if such becomes available, within two (2) years from the date of accepting the new position.

23.9 Recall Rights

23.9.1 The Employer shall maintain a recall list showing each permanent Employee's name, seniority date, seniority ranking and occupational classification for all positions or term positions, which become vacant.

23.9.2 Any Employee whose employment has been terminated in accordance with the provisions of seniority and lay-off procedures of this Agreement and does not elect to receive a severance allowance in accordance with the *Employment Standards Act* shall be eligible for recall for a period of two (2) years from the effective date of termination and shall maintain relative position on the seniority list for that period of time. At the end of the two (2) year period, a severance allowance will be paid out in accordance with the *Employment Standards Act* and the Employee's rights will be terminated

23.9.3 The Employer agrees that Employees will be entitled to recall in order of greatest seniority within the Bargaining Unit, provided the individuals have the qualifications to fill the positions for which they have applied for in accordance with **ARTICLE 22 – JOB POSTINGS**.

23.9.4 No new Employee will be hired until all persons on lay-off have been given an opportunity for recall.

23.9.5 An Employee who accepts a position in accordance with **ARTICLE 23 – LAY OFF AND RECALL – PERMANENT EMPLOYEES** shall be reinstated as though there had been no interruption in seniority with full rights and benefits unless specifically modified by this Agreement.

23.9.6 All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number and maintain this information current at all times.

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ARTICLE 24 – JOB CLASSIFICATION AND RE-CLASSIFICATION

24.1 Pay Equity Gender Neutral Comparison System

24.1.1 The Employee that the OSSTF Pay Equity Gender Neutral Comparison System with “le Conseil scolaire du district du Grand Nord de l’Ontario” and “le Conseil scolaire catholique du Nouvel-Ontario” shall be used for the purposes of the Pay Equity Act and in the classification of new positions created by the Board and to re-classify positions where skills, effort, responsibilities or working conditions have changed.

24.2 Classification of New Position

24.2.1 When the Employer creates a new position, the Employer shall:

24.2.1.1 Provide the Bargaining Unit with the new job description

24.2.1.2 Establish the salary category

24.2.1.3 Advise the Bargaining Unit of the assigned category

24.2.1.4 One year after the Employer creates a new position the parties may initiate a review.

24.3 Job Evaluation Committee

24.3.1 The Job Evaluation Committee will consist of two **(2)** representatives of the Bargaining Unit, appointed by the Bargaining Unit Executive, and two **(2)** representative of the Employer. The committee will review the job description, collect the job data through the use of the OSSTF Pay Equity Job Evaluation System Questionnaire, interview the incumbent (s) and the immediate Supervisor, if necessary and determine if a change in category is required. The Job Evaluation Committee shall complete its work within two **(2)** months of a referral being made to them.

24.4 Re-Classification Request

24.4.1 When an existing position has been altered significantly as agreed by the Employee’s Supervisor, the Employee shall have the right to request in writing a review of the position that shall be submitted to the President of the Bargaining Unit with a copy to the Executive Director.

24.4.2 The Employer shall review the job description with the President of the Bargaining Unit, interview the incumbent(s) presently holding the position and the incumbent’s immediate Supervisor, if necessary and to determine

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if a change in category is required. The Employer and the President of the Bargaining Unit shall complete its work within two **(2)** months of the request.

24.4.3 Within ten **(10)** working days, the Employer shall inform, in writing, with a copy to the Bargaining Unit President, the Member(s) who hold(s) the position giving the decision.

24.5 Salary Adjustments

24.5.1 When a job evaluation results in a lower salary grid being assigned, the incumbent's salary shall be red-circled.

24.5.2 The new rate shall become retroactive to the time the new position was first filled by the Employee or the date of the written request for review.

24.6 All decisions will be final and binding on all parties and shall not become the subject of a grievance.

ARTICLE 25 – SALARY ADMINISTRATION AND PAYROLL DEDUCTIONS

25.1 Each Permanent Employee will advance from their present level to the next level set out in the salary schedule, twelve **(12)** months after the Employee was last advanced on their anniversary date, until the Employee reaches the maximum. Except where prohibited by law, if an Employee is absent without pay in excess of thirty **(30)** calendar days during a twelve **(12)** month period, his anniversary date will be extended by the length of such absence in excess of thirty **(30)** calendar days. The anniversary date is the first day the Employee resumes employment.

25.2 Relieving Rate

25.2.1 An Employee who relieves in a higher position at the request of the Employer for a period of ten **(10)** days or more will be placed at the salary rate, which represents the next highest amount above the employee's present rate of pay.

25.2.2 The next highest amount will not be less than four percent **(4%)** above the Employee's present rate of pay.

25.3 Promotion Rate

25.3.1 An Employee who is promoted to a job in a higher category within the Bargaining Unit will be placed on the level of the salary schedule of the higher rated category so that the Employee will receive no less an increase in salary than the equivalent of one step in the previous category (provided that it does not exceed the salary range of the category to which the Employee has been promoted). Where the Employee was at a maximum



of the Employee's previous category, the Employee will be placed on the level of the salary schedule of the higher rated category so that the Employee will receive no less an increase in salary than four percent (4%). Where the Employee has previous permanent experience with the Employer in the same position to which the Employee has been promoted within six (6) years of the promotion, such experience will be recognized for placement on the salary scale. A new anniversary date will be determined based on the start date in the new position.

25.3.1.1 For the purpose of paragraph **25.3 – Promotion Rate**, promotion shall be defined as a move from one category to another category with a higher salary grid and shall not include a change in status from part-time to full-time permanent or vice-versa.

25.3.1.2 The Employee who moves to a job in a lower rated category will be placed at a level on the grid, if any, which most closely recognizes the Employee's, experience level on the other grid.

25.3.2 Where an Employee is promoted from a Term or Casual position to a permanent position for which he already has previous experience with the Employer, the experience will be considered in determining placement on the grid up to Step 3.

25.4 Method of Payment

All Employees covered by this Agreement will receive their pay by direct deposit in the bank account of their choice. All Employees will be paid bi-weekly on the second Thursday of the pay period. Casual Employees may be paid by "time sheets" and the Employer may withhold up to two (2) weeks of back-pay.

ARTICLE 26 – SALARY GRIDS

26.1 Permanent and Term Employees

26.1.1 Hourly rates effective September 1, 2019 (1 %)

CLASSIFICATION	STEPS AND HOURLY RATES				
	1	2	3	4	5
Route Planner Data Planner	\$27.17	\$29.17	\$31.42	\$33.17	\$34.26

Safety Officer	\$31.97	\$33.82	\$35.67	\$37.56	\$39.45
Systems Administrator	\$31.97	\$33.82	\$35.67	\$37.56	\$39.45
Transportation Clerk – Casual	\$17.65				

26.1.2 Hourly rates effective September 1, 2020 (1%)

CLASSIFICATION	STEPS AND HOURLY RATES				
	1	2	3	4	5
Route Planner Data Planner	\$27.44	\$29.46	\$31.74	\$33.50	\$34.60
Safety Officer	\$32.29	\$34.16	\$36.03	\$37.94	\$39.85
Systems Administrator	\$32.29	\$34.16	\$36.03	\$37.94	\$39.85
Transportation Clerk – Casual	\$17.83				

26.1.3 Hourly rates effective September 1, 2021 (1%)

CLASSIFICATION	STEPS AND HOURLY RATES				
	1	2	3	4	5
Route Planner Data Planner	\$27.72	\$29.76	\$32.05	\$33.84	\$34.95
Safety Officer	\$32.61	\$34.50	\$36.39	\$38.32	\$40.24
Systems Administrator	\$32.61	\$34.50	\$36.39	\$38.32	\$40.24
Transportation Clerk – Casual	\$18.01				

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It is understood and agreed that this increase is agreed to without prejudice to OSSTF/FEESO's ability to continue its application in Court File No. CV-20-636421000 challenging the constitutionality of the Protecting a Sustainable Public Sector for Future Generations Act, 2019 SO 2019, c 12.

26.2 Casual Employees

26.2.1 New Casual Employees hire for unskilled duties shall be paid at 65% of step 1 of the Route Planner classification.

27.9 Long-Term Disability Insurance Plan

27.9.1 Enrolment in the Long-Term Disability Insurance Plan is mandatory.

27.9.2 Employees cover the premium cost for Long-term Disability Insurance through source deductions. An Employee who has LTD coverage must apply for benefits within the waiting period as defined by the policy.

27.9.3 Employees receiving long-term disability benefits are eligible for benefits at their own expense.

27.9.4 Any Employee eligible for long-term disability benefits may not continue to receive his salary from the Employer from his sick days bank over and above the waiting period of the Insurer.

27.9.5 Accumulated vacation entitlement will be paid to Employees receiving long term disability benefits only after twenty-four (24) months of disability at which time the definition of disability, according to the insurer, changes and the insurer confirms that the Employee will still receive long term disability benefits.

ARTICLE 28 – PENSIONS – ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (OMERS)

28.1 The Employer will enter into an Agreement under the OMERS plan for Employees covered under the terms of this Agreement. The above will be administered subject to the rules and regulations established by OMERS and the Pension Act.

28.1.1 Enrolment in OMERS is compulsory for all Employees in accordance with OMERS rules, regulations and requirements.

28.1.2 The Employer will match the employees' contributions to OMERS.

ARTICLE 29 – AUTHORIZED LEAVES

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29.1 Statutory Holidays

29.1.1 The following days shall be recognized as statutory holidays for Permanent Employees and paid at the regular rate of pay:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	

Term and Casual Employees will be paid according to the rules and regulations in the *Employment Standards Act, 2000*.

29.1.2 In addition to the statutory holidays referred to in **29.1.1**, Permanent Employees are entitled to an annual floating statutory holiday, which shall be granted on a date mutually agreed to by the Executive Director or designate and the Employee. This day shall be used between September 1 and the following August 31 during each school year. The granting of this date shall not be unreasonably denied.

29.1.3 When a statutory holiday falls on a Saturday or a Sunday, the Employer, after consulting the Bargaining Unit, shall designate a working day in lieu thereof.

29.2 Vacation

29.2.1 Administration and Allocation of Vacation Entitlement

- 29.2.1.1** Vacation entitlement is based on years of service.
- 29.2.1.2** Vacation entitlement is credited to Employee's account on September 1st of each year.
- 29.2.1.3** By November 1st of every year, the Employer provides each Employee with a report on the accumulated vacation entitlement to his credit as of September 1st.
- 29.2.1.4** Vacation entitlement for part-time Employees is prorated to the Employee's hours of work.
- 29.2.1.5** Employees who have not utilised all of their vacation entitlement in a given year may elect to transfer up to five (5) days of unused vacation to the following year's vacation



entitlement. More than five (5) days may be transferred with the approval of the Executive Director.

29.2.2 Vacation Entitlement for Permanent and Term Employees

Vacation entitlement is based on the following grid:

Years of service as of August 31	Annual vacation entitlement for a permanent Employee	Monthly vacation entitlement for a permanent Employee	% of the hourly rate as vacation pay for a term Employee
Less than one (1) year	-	1.33 days	6.4%
One (1) year	16 days	1.33 days	6.4%
Five (5) years	17 days	1.42 days	6.8%
Six (6) years	18 days	1.5 days	7.2%
Seven (7) years	19 days	1.58 days	7.6%
Eight (8) years	20 days	1.67 days	8.0%
Nine (9) years	21 days	1.75 days	8.4%
Ten (10) years	22 days	1.83 days	8.8%
Eleven (11) years	23 days	1.92 days	9.2%
Twelve (12) years	24 days	2 days	9.6%
Thirteen (13) years	25 days	2.08 days	10.0%
Fourteen (14) years	26 days	2.17 days	10.4%
Fifteen (15) years	27 days	2.25 days	10.8%
Sixteen (16) years	28 days	2.33 days	11.2%
Seventeen (17) years	29 days	2.42 days	11.6%
Eighteen (18) years	30 days	2.5 days	12.0%
Twenty-one (21) years	31 days	2.58 days	12.4%
Twenty-three (23) years	32 days	2.66 days	12.8%
Twenty-five (25) years	33 days	2.75 days	13.2%

29.2.3 No deduction shall be made from the Employee vacation entitlement when a statutory holiday falls during the Employee's scheduled vacation period.

29.2.4 Upon termination, a Permanent Employee shall be reimbursed for any unused vacation entitlement.

29.2.5 When a Permanent Employee submits a medical certificate confirming that the Employee's scheduled vacation was interrupted due to serious illness or an admission to a hospital, the period stated in the medical certificate

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shall be considered sick leave and the Employee's vacation days shall be credited accordingly.

29.2.6 Employees shall normally utilize their vacation entitlement during the months of December and July. The preparation of the vacation schedule must take into account the needs of the Employer and seniority of each member. Employees will be notified no later than November 1st of said dates.

29.3 Vacation – Term Employees

Vacation Pay for each Term Employee shall be paid in accordance with the chart above. Term Employees shall retain the option of adjusting their work hours (flexing) to accumulate time that will be available when requested as lieu time at the discretion of the Employee, provided that it does not adversely impact the operations of the Employer. Such flexing shall be pre-approved by the Executive Director or designate, who shall not unreasonably deny the request. Upon completion of the term, any remaining funds shall be paid in full on the Employee's final pay.

29.4 Vacation – Casual Employees

Vacation Pay for each Employee shall be calculated at 4% of gross pay and paid on each pay cheque.

29.5 Sick Leave

29.5.1 Administration and Allocation of Sick Leave Entitlement

- 29.5.1.1** The Employer shall maintain a sick leave plan where the compilation of sick leave days are registered, both current entitlement and deductions for each Employee.
- 29.5.1.2** The Employer is responsible for the administration of the sick leave plan; to make the decision required for its effective operations and, as required for its effective operations and, as required, to adopt procedures related to the administration of the plan.
- 29.5.1.3** By November 1st of every year, the Employer shall provide every Employee a statement of accumulated sick leave days in his account.

29.5.2 Sick Leave Entitlement

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- 29.5.2.1** Each permanent full time Employee shall be entitled to two **(2)** days of sick leave per month for the current year. This entitlement is prorated for part-time Employees, for Employees whose employment is effective after the beginning of a school year and for Employees whose employment changes from permanent full-time to part-time during a year.
- 29.5.2.2** Unused sick leave days shall be accumulated to a maximum of two hundred **(200)** days.
- 29.5.2.3** Employees who accumulate the maximum two hundred **(200)** days shall thereafter receive by the end of November of every year the sum of thirty dollars **(\$30)** for every unused sick leave day above two hundred **(200)**. This amount is subject to the rules and regulation of Services Canada.

29.5.3 Sick Leave Utilisation

- 29.5.3.1** Employees absent due to illness shall receive his salary as long as the Employee has accumulated sick leave days in his account.
- 29.5.3.2** For each absence from work due to illness, deductions in increments of thirty **(30)** minutes, as the case may be, shall be deducted from the Employee's account.

29.5.4 Absences Due to Sick Leave

29.5.4.1 Absences approved by the Workplace Safety and Insurance Board (WSIB)

The *Workplace Safety and Insurance Act* provides Employees with an insurance against the loss of salary due to an accident while carrying out an Employee's duties. According to the cumulative sick leave plan provided by this Collective Agreement, the Employer must increase all WSIB payments to ensure that the Employee receives full salary. If the Employee runs out of sick leave days, he shall be entitled only to WSIB payments.

- 29.5.4.2** A medical certificate shall be provided for absences of three **(3)** consecutive workdays due to illness. At the Employer's request, a medical certificate may be provided for absences of less than three **(3)** consecutive workdays due to illness. Where the Employer requests the medical certificate for an absence of less than 3 days, the Employer will reimburse the

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Employee for any payment the Employee made to the medical practitioner for the purpose of obtaining the certificate.

29.5.4.3 In exceptional circumstances, the Employer may request that an Employee reports to a qualified medical practitioner of the Employer's choice. In this event, the Employer shall be responsible for costs related to the medical examination.

29.5.4.4 Employees on sick leave for twenty **(20)** consecutive workdays or more must inform the Employer of his intention to return to work and submit a medical certificate confirming that the Employee is ready to return.

29.6 Bereavement Leave

29.6.1 The Employer shall grant leave without loss of pay in accordance with the following:

29.6.1.1 Up to five **(5)** consecutive workdays, or at the discretion of the Employee, either three **(3)** consecutive days, followed by two **(2)** further consecutive days at a later time, (or vice-versa) in the event of a death of any one of the following family members: father, stepfather, mother, stepmother, spouse, brother, sister, son, daughter, step-daughter and step-son, father-in-law, mother-in-law, common-law spouse and guardian. These days may be broken into two **(2)** consecutive days and three **(3)** consecutive days or five **(5)** consecutive days.

29.6.1.2 Up to three **(3)** consecutive workdays or at the discretion of the Employee, either two **(2)** consecutive days, followed by one **(1)** further consecutive day at a later time, (or vice-versa), in the event of a death for any one of the following family members: grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, step-brother, step-sister, fiancé, son-in-law and daughter-in-law. These days may be broken into one **(1)** day and two **(2)** consecutive days or three **(3)** consecutive days.

29.6.1.3 One **(1)** workday to attend the funeral of anyone of the following: uncle, aunt, niece, nephew, grandfather of spouse, grandmother of spouse, a person to who the Employee acted as a parent, a person acted as a parent and a person who resides with the Employee.

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29.6.2 Upon request, an Employee who has to travel more than 500 kilometres for bereavement leave shall be entitled to two **(2)** supplementary days of leave without pay.

29.6.3 Upon request, an Employee who has to travel more than 1000 kilometres for bereavement leave shall be entitled to four **(4)** supplementary days of leave without pay.

29.6.4 Upon request for reason of particular circumstances, the employer may grant an extension to a bereavement leave. Such extension shall be without pay.

29.7 Quarantine

29.7.1 An Employee, after being exposed to a communicable disease, who is quarantined by order of a Medical Officer of Health, is deemed to be on paid leave without loss of benefits or seniority.

29.8 Jury or Witness Duty

29.8.1 When an eligible Employee is required to be absent because of jury duty, or is subpoenaed as a witness for a tribunal in a case that the Employee is not party to nor the accused, the absence shall be with pay nor deductions from sick leave.

29.8.1.1 The Employee shall provide the Employer a certificate, signed by a representative of the tribunal, requiring the Employee's attendance.

29.8.1.2 The Employee who is required to be absent because of jury duty, or is subpoenaed as a witness in accordance with **29.7.1** deposits with the Consortium the full amount of compensation received excluding mileage, travelling and meal allowances.

29.8.1.3 When an Employee is required to be absent from work to attend a tribunal or a case due to the Employee's employment obligations, the leave will be with pay.

29.8.1.4 Upon presenting the appropriate proof, an Employee shall be granted leave without pay to attend a tribunal or a case that the Employee is party to if the tribunal or case is not related.

29.9 Maternity and Parental Leave (Include Sub Plan)

29.9.1 Preamble



Maternity and parental Leave is subject to the provisions of the Employment Standards Act and the Employment Insurance Act.

29.9.2 Maternity Leave

- 29.9.2.1** An Employee who has worked for at least **(13)** weeks has a right to a maternity leave without pay of seventeen **(17)** consecutive weeks.
- 29.9.2.2** An Employee shall give the Employer written notice of at least two **(2)** weeks before the maternity leave is to begin. The notice must indicate the date the leave is to commence and the anticipated date of return to work. The notice is to be accompanied by a medical certificate attesting to the pregnancy and confirming the due date.
- 29.9.2.3** An Employee may begin the leave on an earlier day than was set out in the notice if the Employee gives the Employer a written notice at least two **(2)** weeks before that earlier day. The leave may begin on a later day if the Employee gives the Employer a written notice at least two **(2)** weeks before the day set out in the original notice.
 - 29.9.2.3.1** The two **(2)** weeks period may be less if the Employee provides a medical certificate confirming that the Employee must leave work earlier than expected.
 - 29.9.2.3.2** In unforeseen circumstances, the Employee may be exempted from the formality of providing notice if the Employee submits to the Employer a medical certificate confirming that she had to leave employment without delay.
- 29.9.2.4** The Employee may end her maternity leave earlier than anticipated by giving her Employer written notice of at least four **(4)** weeks before the day she wishes to end her leave.
- 29.9.2.5** If birth occurs after the expected due date, the member may prolong the maternity leave for a period equal to the delay by giving her Employer written notice at least four **(4)** weeks before the initial anticipated date of return.
- 29.9.2.6** During the maternity leave, the Employer shall pay its share of benefits premiums to which the Employee subscribed

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immediately prior to the leave, unless the Employee chose not to participate and she so informs the Employer in writing.

29.9.2.7 During the maternity leave, the Employee:

29.9.2.7.1 Accumulates seniority;

29.9.2.7.2 Maintains her right to apply for posted vacancies;

29.9.2.7.3 Accumulates sick leave credits;

29.9.2.7.4 Subject to the rights and privileges accorded by the *Employment Standards Act*, cannot utilize her sick leave credits.

29.9.2.7.5 Accumulates vacation credits.

29.9.2.8 **Supplementary Employment Benefit Plan (SEBP)**

29.9.2.8.1 For the one (1) week waiting period for employment insurance, an Employee on maternity leave is entitled to payments equivalent to one-hundred percent (100%) of her salary.

29.9.2.8.2 Commencing with the second week of the leave, employees granted pregnancy leave shall be entitled to receive a sixteen (16) week benefit of \$75.00 per week.

29.9.2.8.3 In order to receive the SEBP, the Employee must provide the Employer with a payment stub received from (The Employment Commission of Canada) or other documentation indicating that the Employee has applied for employment insurance and has completed her one-week waiting period.

29.9.2.8.4 The Employee returns to the pre-leave position upon the Employee's return. If the position does not exist, the pertinent provision of the current collective agreement shall apply.

29.10 Parental /Family Leave



29.10.1 An Employee who has worked for at least thirteen **(13)** weeks and who is the parent of a child has a right to a parental or adoption leave without pay of thirty five **(35)** consecutive weeks following the birth of the child, and in the case of an adoption, the coming of the child into the Employee's custody, care and control for the first time.

29.10.2 An Employee shall give the Employer written notice of at least two **(2)** weeks before the leave is to begin. The Notice must indicate the date the leave is to commence and the anticipated date of return to work.

29.10.3 An Employee may begin the leave on an earlier day than was set out in the notice if the Employee gives the Employer a written notice at least two **(2)** weeks before that earlier day. The leave may begin on a later day if the Employee gives the Employer a written notice at least two **(2)** weeks before the day set out in the original notice.

29.10.4 The Employee may end the leave earlier than anticipated by giving the Employer written notice of at least four **(4)** weeks before her or his return.

29.10.5 Commencement of leave

29.10.5.1 The leave of an Employee who has taken a maternity leave must begin immediately after the end of the maternity leave, unless the child has not yet come under the Employee's custody, care and control for the first time.

29.10.5.2 The leave of thirty-five **(35)** weeks or thirty seven **(37)** weeks cannot begin later than fifty two **(52)** weeks after the birth of the child or after the child comes under the Employee's custody, care and control for the first time.

29.10.6 During the leave, the Employer shall pay its share of benefit premiums for the benefits the Employee subscribed to immediately prior to the leave, unless the Employee chooses not to participate and the Employee so informs the Employer in writing.

29.10.7 During the leave, the Employee:

29.10.7.1 Accumulates seniority;

29.10.7.2 Maintains her right to apply for posted vacancies;

29.10.7.3 Accumulates sick leave credits;

29.10.7.4 Subject to the rights and privileges accorded by the *Employment Standards Act*, cannot use her sick leave credits.

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29.10.7.5 Accumulates vacation leave credits.

29.10.8 The Employee returns to his position upon the Employee's return from leave. If the position does not exist, the pertinent provision of the current Collective Agreement shall apply.

29.10.9 Extended Parental Leave/Adoption Leave

29.10.9.1 The Employer shall grant to an Employee an extended parental or adoption leave without pay of up to eighteen **(18)** consecutive months. The extended parental or adoption leave must begin immediately after the end of the Parental/Family Leave outlined in **29.10**.

29.10.9.2 An Employee shall give the Employer written notice of at least four **(4)** weeks before the leave is to begin. The notice must indicate the date the leave is to commence and the anticipated date of return to work.

29.10.9.3 The Employee may end the leave earlier than anticipated by giving the Employer written notice of at least four **(4)** weeks before the Employee's return.

29.10.9.4 During the leave, the Employee may elect to continue benefit coverage that the Employee subscribed to immediately prior to the leave, if the Employee pays the full benefit premium for the period of leave. Benefit premiums shall be reimbursed on a monthly basis or in accordance with other arrangements as agreed to by the Employee and the Employer.

29.10.9.5 During the leave, the Employee:

29.10.9.5.1 Accumulates seniority;

29.10.9.5.2 Does not accumulate credits for years of service with the Employer;

29.10.9.5.3 Maintains the right to apply for posted vacancies;

29.10.9.5.4 Does not accumulate sick leave credits;

29.10.9.5.5 Subject to the rights and privileges accorded by the *Employment Standards Act*, cannot utilise sick leave credits;

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29.10.9.5.6 Does not accumulate vacation credits.

29.10.9.6 The Employee returns to the position upon the Employee's return from leave. If the position does not exist, the pertinent provision of the current collective agreement shall apply.

29.10.9.7 Temporary Assignment

An Employee may request to be temporarily assigned to other duties:

29.10.9.7.1 If she is pregnant and her conditions of work is a source of risks of communicable diseases or dangers to her health or the to the health of the unborn child;

29.10.9.7.2 If her working conditions are a source of danger to the health of the child being breastfed.

29.10.9.7.3 If she regularly works with a cathode ray screen

29.11 Paternity Leave

29.11.1 The Employer shall grant to the spouse two **(2)** days of leave with pay for the birth or adoption of a child.

29.12 Personal Leave

29.12.1 Subject to a prior request to the Executive Director or his designate, the Employer shall grant, per year, to each Employee, up to five **(5)** days with pay or ten **(10)** half days with pay and with deduction from sick leave for the following reasons:

29.12.1.1 Up to five **(5)** days for personal reasons. These days cannot be taken the day preceding or the day following Christmas Break, March Break or a statutory holiday;

29.12.1.2 For academic or professional testing which takes place during hours of work;

29.12.1.3 Post secondary graduation of the Employee or of an Employee's child or spouse;

29.12.1.4 For an emergency situation which prevents the Employee from going to work or to exercise her or his responsibilities;

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- 29.12.1.5** For illness of a member of the immediate family (spouse, son, daughter, father or mother) to arrange for alternate care.

29.13 Inclement Weather

- 29.13.1** Leave granted for inclement weather shall be in accordance with the Employer's Policy 006 Absences in case of Inclement Weather.

29.14 Leave of Absence Without Pay

- 29.14.1** Subject to a written request submitted prior to the commencement of the leave, the Employer may grant a leave of absence without pay of up to two **(2)** years. The Employer shall inform the Employee in writing of its decision. A leave of absence without pay shall not be unreasonably denied.
- 29.14.2** An Employee on a leave of absence without pay for two **(2)** years may request a renewal of the leave but the Employer retains the right to accept or refuse such a request.
- 29.14.3** Requests for a leave of absence without pay must be submitted at least three **(3)** months prior to the commencement of the leave. However, under certain circumstances, the Employer may grant a leave of absence without pay without regards to the three **(3)** months advance notice.
- 29.14.4** During a leave of absence without pay and subject to the provisions of the insurance policy, an Employee, may continue all of their benefits coverage if the Employee pays the full benefit premium for the period of leave. Benefit premiums shall be reimbursed on a monthly basis or in accordance with other arrangements as agreed to by the Employee and the Employer.
- 29.14.5** During the leave of absence without pay, the Employee:
- 29.14.5.1** Does not accumulate sick leave days;
 - 29.14.5.2** Cannot utilise sick leave days;
 - 29.14.5.3** Does not accumulate vacation days;
 - 29.14.5.4** Does not accumulate credits for years of service with the Employer.

- 29.14.6** If the approved leave of absence without pay is for three **(3)** months or more, the position is posted in accordance with the provisions of the current Collective Agreement.
- 29.14.7** The Employee returns to the pre-leave position upon the Employee's return. If the position does not exist, the pertinent provision of the current Collective Agreement shall apply.

29.15 Leave for Union Related Duties

29.15.1 Bargaining Unit President

- 29.15.1.1** The Bargaining Unit President shall be granted a full-time leave or, at the discretion of the Employer, a part-time leave for one year. The Employer may refuse to extend the leave for the President if the leave negatively affects the Employer's operations. Such a leave will not be unreasonably refused.
- 29.15.1.2** The total cost of salary, benefits and statutory plans of the Employee on leave shall be reimbursed to the Employer by the Bargaining Unit.
- 29.15.1.3** During the leave, the Employee retains all the rights and privileges of the current Collective Agreement. The Employee receives their salary and benefits coverage, including such leave days. The Employee continues to accumulate seniority and service for the purpose of the Collective Agreement. With respect to experience, the Employee continues to accumulate experience prorated to the percentage of the Employee's assignment at the time of the leave.
- 29.15.1.4** Subject to the provisions of the current Collective Agreement, the Employee's position is protected for a period of two **(2)** years.

29.15.2 Miscellaneous Leave Days for Union Business

- 29.15.2.1** The Employer shall grant leave for a total of thirty **(30)** workdays per year. Employees shall not take union leave at the same time during the peak period of operation.

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29.15.2.2 The Union shall reimburse the Employer for the cost of casual Employee's salary for the first thirty **(30)** days and, afterwards, shall reimburse the salary of the permanent Employee.

29.15.2.3 During the leave, the Employee retains all the rights and privileges of the current Collective Agreement.

29.15.3 Other Union Leave

29.15.3.1 The Employer shall grant a leave without pay for a secondment of one **(1)** year to an Employee appointed to a position with the Union (other than the Bargaining Unit). Such shall be renewable upon approval of the Executive Director, which will not be unreasonably denied.

29.15.3.2 Subject to the provisions of the current Collective Agreement, the Employee's position is protected for a period of one **(1)** year.

29.15.3.4 Subject to **Article 23 – Layoff**, at the end of the above noted leave of absence, the member shall return to the same position held by the member immediately prior to the commencement of the leave, it is still exists, or to a comparable position, if it does not.

29.15.3.5 The Union shall reimburse the Employer for the full costs of salary and benefits of the member granted a Union Leave under **29.15.2.3**.

29.16 Negotiating Team

29.16.1 The team will include up to two **(2)** Employees, assigned to negotiate the Collective Agreement as determined by the Bargaining Unit

29.16.2 Union representatives will have the right to attend meetings, without loss of pay, which could take place during working hours. If applicable, the Union will pay for the cost associated of replacing the Employee who attends the meeting during the hours of work.

29.17 Positions Outside the Bargaining Unit

29.17.1 In order to temporarily accept a position outside the Bargaining Unit, the Employer may grant, upon written request from an Employee, a secondment for a period of up to two **(2)** years.



29.17.2 An Employee on secondment shall retain benefit coverage at his discretion. The Employee or the third party, as the case may be shall assume the cost of the premiums.

29.17.3 An Employee returning from a secondment shall have the right to return to the same position. If the position does not exist, the Employee shall be assigned to a position in accordance with the Collective Agreement.

29.18 Family Medical Leave/Critical Illness Leave

29.18.1 An Employee shall be granted leave to care for immediate family members as provided in the *Employment Standards Act*.

29.19 Domestic and Sexual Violence Leave

29.19.1 **Domestic and Sexual Violence Leave will be granted in accordance with the Employment Standards Act.**

ARTICLE 30 – PERFORMANCE EVALUATION

30.1 Performance evaluation shall be done at least once during the probationary period and afterwards, every two **(2)** years.

30.2 Notwithstanding **30.1**, a performance evaluation shall be done when an Employee requests one or within the first year of an Employee accepting a new position.

30.3 There shall be only one personnel record for each Employee at the Employer's office. No reports relating to the implementation of an evaluation procedure may be used against an Employee unless such report is part of this record.

30.4 All evaluation reports shall be made in writing and signed by the evaluator, with a copy to the Employee.

30.5 The evaluation shall be conducted with a minimum of forty-eight **(48)** hours' notice to the Employee involved. Consideration shall be given to a variety of employment situations if so requested by the Employee. Only data collected by the evaluator during the implementation of the evaluation procedure shall be considered for inclusion in the evaluation report.

30.6 The evaluation report shall be made available to the Employee at the earliest possible opportunity, but no later than ten **(10)** work days from the date of the visit.

30.7 The Employee shall be given an opportunity to initial or sign the report and add comments if the Employee desires. This opportunity shall occur before anyone

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other than the Employee and the evaluator see the evaluation report. Initials or signatures indicate only that the Employee has read the report.

- 30.8** An evaluation report, which alleges that the Employee's performance is unsatisfactory, shall outline the reasons and specific recommendations for improvements necessary to achieve satisfactory performance. A subsequent follow-up evaluation shall be made only on these specific recommendations after allowing the Employee a reasonable time for improvement.
- 30.9** A performance evaluation shall be in accordance with the Employer's Administrative Policy 007.

ARTICLE 31 – CONFERENCES OR PROFESSIONAL DEVELOPMENT

- 31.1** When an Employee is required to be absent for professional purposes approved by the Employer, the necessary time will be provided without loss of pay. Professional purposes may include conferences, educational courses or professional development that is job related. Such leave must have the prior approval of the Executive Director.
- 31.2** Where the Employee is granted permission to participate in a conference, educational course or professional development activities, the Employer may pay the following expenses in accordance with Employer's Policy 009:
- 31.2.1** The tuition for the course/workshop;
 - 31.2.2** Travel expenses;
 - 31.2.3** Meals, including meals required while travelling to and from the courses;
 - 31.2.4** Lodging
 - 31.2.5** Costs for learning materials.

ARTICLE 32 – TRAVEL ALLOWANCES

- 32.1** All Employees travelling on authorized Employer business shall be reimbursed the rate per kilometre according to the **Employer's Policy 004**.
- 32.2** Other employment related expenses shall be reimbursed according to the Employer's Policies and Procedures

ARTICLE 33 – EMPLOYMENT INSURANCE REBATE

- 33.1** The Employer shall remit to the Bargaining Unit its Employees' share of any employment insurance premium reduction.

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ARTICLE 34 – LIABILITY INSURANCE

- 34.1** The Employer agrees to carry liability insurance applicable to its Employees. Any changes to the current level of coverage, as outlined in the Certificate of Insurance in Appendix B will be discussed with the Union prior to the change.

ARTICLE 35 – APPENDICES

- 35.1** All appendices and letters (including but not limited to Letters of Understanding, etc.) attached to the Agreement are deemed to be an integral part of this Agreement.

ARTICLE 36 – SIGNATURES

IN WITNESS WHEREOF the Sudbury Student Services Consortium has hereunto affixed its corporate seal, attested by its proper officers in that behalf:
The Sudbury Student Services Consortium

Cheryl Ann Corallo
Chair, Board of Directors

Kathleen Stokes
Chief Negotiator

Handwritten signature in blue ink

Handwritten initials RB


Renée Boucher
Executive Director

The Ontario Secondary School Teachers' Federation, representing the _____ Sudbury Student Services Consortium Bargaining Unit of Rainbow District 3 has executed this Agreement attested by the signatures of the authorized representatives:


Laurie Barrette
Chief Negotiator
Sudbury Student Services Bargaining Unit of
Rainbow District 3

Lisa MacMaster
Executive Assistant
OSSTF Provincial

Signed this day of 20120, at Sudbury, Ontario.

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COLLECTIVE AGREEMENT

Between

SERVICE de transport de WELLINGTON-
DUFFERIN STUDENT TRANSPORTATION
SERVICES

(hereinafter referred to as the "Consortium")

and

OSSTF, OFFICE CLERICAL AND TECHNICAL
TRANSPORTATION CONSORTIUM
BARGAINING UNIT

(hereinafter referred to as the "Union")

September 1, 2019 – August 31, 2023

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ARTICLE 1 – PURPOSE

- 1:01 It is the purpose of the parties to this Agreement (hereinafter referred to as “the Agreement”) which represents the entire negotiated Collective Agreement between the parties, to set forth certain terms and conditions of employment, including compensation and to provide for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1:02 It is the desire of the parties to strive to maintain a harmonious relationship between the parties and to co-operate to the fullest extent to provide transportation services.

ARTICLE 2 – RECOGNITION

- 2:01 The Consortium recognizes the Union as the exclusive bargaining agent for all full time and part time office, clerical and technical employees employed by the Service de transport de Wellington – Dufferin Student Transportation Services including Long Term Temporary Employees, save and except supervisors, persons above the rank of supervisor, students employed pursuant to a co-operative training program in conjunction with a school, college or university, students attending school on a full-time basis who work less than ten (10) hours per week and Human Resources staff (except payroll clerks).
- For clarity, for the 2019-2023 Collective Agreement, the following positions are included in the bargaining unit: Senior Transportation Technician, Transportation Technician, Finance Coordinator, and Administrative Office Assistant – Transportation.
- 2:02 The Union recognizes the Negotiating Committee of the Consortium as the official Committee authorized to represent the Consortium and to negotiate on its behalf for the purposes of this Agreement.
- 2:03 The Consortium recognizes the right of the Ontario Secondary School Teachers’ Federation to authorize the Bargaining Unit or any other advisory agent counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2:04 The Union recognizes the right of the Consortium to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

- 3:01 “Consortium” means Service de transport de Wellington – Dufferin Student Transportation Services.
- 3:02 “Bargaining Unit” means the Office, Clerical and Technical “Transportation Consortium” (O.C.T.T.) organization of District 18, O.S.S.T.F.
- 3:03 “District 18” means the organization of the Ontario Secondary School Teachers’ Federation.
- 3:04 “Federation” or “Union” means the Ontario Secondary School Teachers’ Federation.

- 3:05 “Member” means a member of the Bargaining Unit covered by this Collective Agreement.
- 3:06 “O.S.S.T.F.” means the Ontario Secondary School Teachers' Federation.
- 3:07 In this Agreement, the term “employee” means any or all of the employees covered by this Collective Agreement.
- 3:08 A “twelve (12) month employee” means an employee who is normally scheduled to work for fifty-two (52) weeks a year.
- 3:09 “Full-Time Employee” shall mean a person employed by the Consortium who is a Member of the bargaining unit and who works regularly thirty-five (35) hours per week.
- 3:10 “Part-Time Employee” shall mean a person employed by the Consortium who is a Member of the bargaining unit and who works regularly less than thirty-five (35) hours per week.
- 3:11 “Long Term Temporary Employee” shall mean a person employed by the Consortium hired for a continuous period of employment in the same assignment to replace a member absent, on an approved leave of absence, including sick leave, LTD and WSIB for a period of six (6) months or more, to a maximum of two (2) years. It is understood that the two (2) year maximum may be extended upon mutual agreement of the Consortium and the Union.
- 3:12 “Plural Terms” – wherever the singular is used it shall be deemed to include reference to the plural, wherever applicable.
- 3:13 “Working Week” – The regular work week shall consist of five (5) days of seven (7) hours each from Monday to Friday inclusive, for a total of thirty-five (35) hours per week.
- 3:14 “Collective Agreement” means this agreement between the Service de transport de Wellington – Dufferin Student Transportation Services and the Office, Clerical Technical “Transportation Consortium” (O.C.T.T.) Bargaining Unit of OSSTF District 18.
- 3:15 “Spouse/Partner” means the person with whom the employee has been co-habiting in a spousal relationship. This includes a person of the same gender.
- 3:16 “President” shall mean the individual officially responsible for the Bargaining Unit and shall be the President of the Office, Clerical & Technical Unit/Office, Clerical & Technical Transportation Consortium Unit, OSSTF District 18.
- 3:17 “Branch Representative” shall be the individual designated by the Bargaining Unit as the bargaining unit official located at the work site who is responsible for receiving materials, providing material to the members at the transportation site and attending meetings as requested (including but not limited to non-disciplinary meetings or as designated by the Union President).

ARTICLE 4 – UNION RIGHTS

- 4:01 The Consortium shall advise all new Members that a Collective Agreement is in effect and provide the new Member with the name, business phone number and work location of the Bargaining Unit President.
- 4:02 Any official correspondence from the Consortium to the Union or Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in Article 4:05 unless otherwise stated in this Agreement.
- 4:03 Any official correspondence from the Union or Bargaining Unit shall be sent to the Chief Administrative Officer at the main office of the Consortium unless otherwise stated in this Agreement.
- 4:04 The Chief Administrative Officer or designate shall inform the President of the Union, in writing, of the name, location, and job classification of all hirings, lay-offs, re-classifications, permanent transfers, recalls, changes in FTE, retirements and terminations of employees.
- 4:05 The Union shall notify the Consortium, in writing, of the following:
- (a) names of its representatives in the Bargaining Unit on the Executive and Collective Bargaining Committee and the name of the Grievance Officer;
 - (b) address and phone number of its Head Office;
 - (c) address and phone number of the Bargaining Unit Office.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5:01 The Union recognizes that the management of the Consortium and the direction of the working forces are fixed exclusively in the Consortium and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Consortium to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge, or otherwise discipline employees. A claim that a permanent or probationary employee has been disciplined or discharged without just cause may be subject to a grievance and dealt with as hereinafter provided.
 - (c) make, enforce and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Consortium in such rules, regulations and policies without prior notice to and discussion with the Union.
- 5:02 The Union further recognizes the right and duty of the Consortium to discipline, demote, suspend and discharge employees provided that a claim by a permanent or probationary employee that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article 29. It is understood that probationary employees are subject to a lesser standard of just cause (basic procedural fairness).

- 5:03 The Consortium agrees that the provisions of this Article do not preclude representation and consultation by the Consortium and Bargaining Unit President or designate concerning any matter. This will not be done arbitrarily or in an unreasonable manner.

ARTICLE 6 – NO DISCRIMINATION

- 6:01 The Consortium and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offences; relationship, association or dealings with persons identified by one of the other prohibited grounds; sex; and sexual orientation.
- 6:02 The Consortium and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of an employee's activity or lack of activity in the Union.

ARTICLE 7 – JUST CAUSE

- 7:01 No permanent or probationary employee shall be demoted, disciplined or discharged without just cause.
- 7:02 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed in the Member's personnel file. Unless such notation is made in writing to the Member, the Consortium shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days following the conclusion of the investigation of the events giving rise to the action and such notice shall be acknowledged by a signed receipt or a registered letter. In such cases, the President of the Bargaining Unit shall be notified at the same time, by registered e-mail, that the Member has been disciplined or received a derogatory notation in the Member's personnel file. Any written reply made by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file. Upon receipt of such reply, the Consortium shall send by registered e-mail, a copy of the reply to the President of the Bargaining Unit.
- 7:03 (a) A Member is entitled, prior to the imposition of suspension or discharge, to be invited to a meeting with Consortium representatives who will explain the reasons for considering such action. The Consortium shall inform the Member a minimum of 24 hours prior to the meeting of the Member's right to have the Bargaining Unit President or designate present at such meeting. The Member shall be accompanied at the meeting by the Bargaining Unit President or designate who shall be advised in advance by the Consortium of the time and place of the meeting.
- (b) For all other non-disciplinary meetings (not listed in 7:03 (a)) the member may request Union Representation. Such Representation may be available via the Branch Representative.
- 7:04 (a) For all meetings related to this Article which are held during normal working hours, the Member, subject to clause 7:04(b), and the Bargaining Unit President, who is not on leave of absence, or designate shall each be paid for time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.

- (b) A Member who has been suspended without pay or discharged for just cause, shall not be paid for the time spent at meetings related to this Article unless the Consortium is directed to make such payment by an arbitration award or through the resolution of a grievance.

ARTICLE 8 – PERSONNEL FILE

- 8:01 There shall be only one official personnel file retained by the Consortium for each Member. Such personnel file shall be located in the main office of the Consortium.
- 8:02 A Member shall have access to examine the Member's personnel file upon prior arrangement with the Chief Administrative Officer. Upon request, a Member shall be provided with a copy of material contained in such file.
- 8:03 A Member may request that the Bargaining Unit President or designate accompany the Member to review the personnel file.
- 8:04 A Member shall have the right to contest in writing the accuracy of such information contained in the Member's personnel file, and have the same recorded in the Member's file. If there is an error in the information as determined by the Consortium, the Consortium shall notify all parties concerned.
- 8:05 Where two (2) years have elapsed since the recording of a disciplinary notation on an employee's file, the employee may request that such disciplinary notation be reviewed. Such notation shall be removed from the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.
- 8:06 A copy of any written disciplinary action taken shall be forwarded to the Union President.

ARTICLE 9 – STRIKE AND LOCKOUT

- 9:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Consortium agrees that there shall be no lockout of the Members in this bargaining unit. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act and its Regulations.
- 9:02 No Member shall be requested or required to perform the duties of any other employee of the Consortium who is engaged in a strike or lockout.

ARTICLE 10 – UNION MEMBERSHIP AND CHECK-OFF

- 10:01 All employees shall, as a condition of employment, maintain their Union membership to the extent of paying Union dues and other amounts chargeable by the Union. All new employees shall join the Union within thirty (30) days of employment.
- 10:02 On each pay date on which an employee receives a pay cheque, the Consortium shall deduct from each employee's pay the Union dues. The levy will be deducted in the amounts and on the dates as agreed with the Federation. The amount to be deducted shall be determined by the Union in accordance with its

constitution and shall be communicated to the Consortium annually no later than June 30th of each year to be effective the following September.

10:03 No later than the 15th day of the month following the month in which deductions are made under this Article, the Provincial O.S.S.T.F. Union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive, Toronto, and the local levy to the Treasurer of District 18, O.S.S.T.F., as directed by the bargaining unit in writing. The remittance of the dues and levy shall be accompanied with the following information on each Member:

- (a) Surname and first name
- (b) Social Insurance Number
- (c) Amount of dues/levy deducted
- (d) The period of work for which amount is submitted

10:04 The Union agrees to indemnify and hold the Consortium completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Consortium has acted wrongfully or illegally in making Union dues deductions.

ARTICLE 11 – LABOUR MANAGEMENT COMMITTEE

11:01 There shall be a Labour-Management Committee consisting of up to two (2) members appointed by the Union and up to two (2) members appointed by the Consortium.

11:02 The Committee shall meet as required at the request of the Bargaining Unit Executive or of the Consortium to discuss matters of common concern. Such meetings shall not occur more than three times per year unless otherwise agreed to by the Consortium.

11:03 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit Members of the Committee.

11:04 There shall be no discussion of any matter that has been filed as a grievance at a Labour-Management Committee meeting unless the Parties mutually agree otherwise.

ARTICLE 12 – COLLECTIVE AGREEMENT

12:01 The Union agrees to provide sufficient quantities of this collective agreement for the Consortium to distribute as follows:

- (a) for newly-hired employees, within five (5) working days of an employee's first day of work.

12:02 Final copies of the agreement shall be signed and printed within forty-five (45) working days of ratification by both parties.

12:03 The Consortium will provide an electronic copy for incumbent employees within thirty (30) working days after the agreement has been signed.

12:04 The cost of printing the collective agreement will be shared equally by both the Union and the Consortium.

ARTICLE 13 – PROBATIONARY PERIOD

- 13:01 Employees newly hired by the Consortium to fill permanent vacancies covered by the Collective Agreement shall be considered probationary employees during the first three (3) months of continuous employment. The employee's performance shall be evaluated during the probationary period to determine whether the employee successfully meets the requirements of the position. Provided the employee completes the probationary period satisfactorily, the employee shall be considered permanent. At the conclusion of the successfully completed probationary period, the employee's name shall be added to the appropriate seniority list, with service shown retroactive to the first day of employment. In the event that the Consortium determines that the employee has not successfully completed the probationary period, his/her employment shall be terminated.
- 13:02 Notwithstanding 13:01, the probationary period may be extended up to an additional six (6) months with the mutual agreement of the Bargaining Unit and the Consortium.

ARTICLE 14 – BEREAVEMENT LEAVE

- 14:01 Bereavement Leave shall be granted to a Member, upon written request on the appropriate form, without loss of salary or deduction from the Sick Leave Credit Account in accordance with this article.
- 14:02 For absence occasioned by the death of a spouse/partner, son, daughter, mother, father, grandchild of the Member or the Member's spouse/partner, leave shall be granted for a period of five consecutive working days if requested.
- 14:03 For absence occasioned by the death of a sister or brother of the Member or the Member's spouse/partner, leave shall be granted for a period of three consecutive working days if requested.
- 14:04 One (1) day's leave with pay shall be granted in the event of the death of the employee's grandparent when the employee is attending the funeral.
- 14:05 For absence occasioned by the death of those not covered under 14:02, 14:03, or 14:04, leave may be granted upon recommendation of the supervisor and subject to the approval of the Chief Administrative Officer.
- 14:06 For absences under 14:02 and 14:03, bereavement leave shall be taken at the time of death, with the exception of one day that may be deferred to a later date for the purpose of interment.

ARTICLE 15 – MISCELLANEOUS LEAVES OF ABSENCE

- 15:01 The Consortium shall grant a leave of absence, with prior written notification, up to a maximum of five (5) days total in any one school year to a Member in the following circumstances:
- (a) up to one (1) day when the Member is scheduled to write an academic, trade or professional examination;
 - (b) one (1) day when the Member attends the Member's post-secondary graduation;

- (c) up to one (1) day when the Member attends the post-secondary graduation of the Member's spouse/partner, parent, child or step child;
- (d) to celebrate a recognized religious holiday of the employee's own faith;
- (e) up to one (1) day for the employee's own personal moving of residence.
- (f) up to one (1) day for the member to attend their own personal wedding.

Each of the above leave shall be with pay and without deduction from sick days. Leaves approved under 15:01(d) shall not be limited to five days.

- 15:02 The Consortium may extend any of the leaves granted in Article 15:01, without loss in pay or deduction from sick leave credits.
- 15:03 A special or compassionate leave of absence may be granted by the Consortium without loss in pay, but with deduction from sick leave credits. Such leave shall be limited to five (5) days per fiscal year.
- 15:04 An extension to any leave outlined in Article 15 or 16 may be requested by the employee as a special or compassionate leave of absence without pay. Such leave may be granted by the Consortium.
- 15:05 A Member shall be entitled to Personal Days, for reasons other than illness, with prior written notification, up to a maximum of one (1) working day in each September to August period, without deduction of salary, and any such absence shall be deducted from a Member's sick leave account. It is understood that if the personal day is taken for emergency reasons, the employee shall be able to verbally request the personal day and follow up with the written request immediately following the taking of the personal day.
- 15:06 A personal day may not be used during the period of one week prior to the start of school year and two weeks after the start of the school year except in extenuating circumstances as approved by the Chief Administrative Officer;

ARTICLE 16 – LEAVE OF ABSENCE WITHOUT PAY

- 16:01 A leave of absence without pay may be granted by the Consortium to a Member, in accordance with the conditions set out in this article.
- 16:02 A leave of absence granted under this Article shall be without salary/wages.
- 16:03 (a) An employee shall apply in writing to the Chief Administrative Officer for a leave of absence without pay.
 - (b) An employee requesting a Leave of Absence without pay for a period of four (4) weeks or more shall apply at least four (4) weeks prior to the beginning of the requested leave.
 - (c) The timeline in (b) may be waived when the application for such leave is for compassionate family circumstances.
- 16:04 The period of a leave granted under this Article shall be for up to one (1) year.

- 16:05 An extension of up to one (1) year may be granted to the Member with the approval of the Consortium upon written request of the Member received by the Consortium not less than four weeks prior to the end of the leave.
- 16:06 Subject to Article 41, Layoff and Recall, at the end of the period of the leave of absence, or its extension, the Member shall return to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist. If the Member has applied and been appointed to another position with the Consortium during the period of leave of absence the Member shall return to work in that position, if it still exists, or to a comparable position if it does not.
- 16:07 The total length, including extension, of leaves of absence for any reason (including pregnancy and parental leaves) shall not exceed two (2) years without approval of the Chief Administrative Officer and the Bargaining Unit.

ARTICLE 17 – UNION LEAVE

- 17:01 The Consortium shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.
- 17:02 (a) Union leave shall be granted to representatives of the Union for the purpose of carrying out Union business to a maximum of four (4) days total for the bargaining unit per work year. Up to an additional two (2) days per work year shall be granted to the Chief Negotiator of the Bargaining Unit for the purpose of carrying out Union business.
- (b) The maximum number of representatives to be granted such leave shall be one (1) at any one period of time.
- 17:03 In addition to the leave granted in Article 17:02, one (1) member of the bargaining unit Collective Bargaining Committee shall be granted a leave to attend negotiation meetings with the Consortium. It is understood that there shall be no loss of pay or benefits for an employee on such leave days. There shall be no reimbursement to the Consortium for such leave days.
- 17:04 In addition to the leaves granted in Articles 17:02 to 17:03 inclusive, the Consortium shall grant a leave of absence, if requested, for the period of the term of office, to the Member who is elected to the office of President of the Bargaining Unit or to an elected position of the District or Provincial O.S.S.T.F., or to a Member seconded to Provincial O.S.S.T.F.
- 17:05 Subject to Article 41, Layoff and Recall, at the end of the period of the leave of absence, the Member shall return to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist.
- 17:06 Subject to Article 17:08 and 17:09 leaves granted under this Article shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- 17:07 The Bargaining Unit shall reimburse the Consortium for the salary/wages of any replacement Member required by the granting of a leave under clause 17:02(a).

- 17:08 The Union shall reimburse the Consortium an amount equal to the salary and all employer costs for a member granted a leave under Article 17:04.
- 17:09 Employees on full time Union leave will notify the Consortium of the net sick days used for that year. Such notification shall be provided at the end of each school year. It is understood that “net sick days” for the purpose of this clause means sick days used minus those days that the employee worked on a day that otherwise would not be a regular working day for the employee.

ARTICLE 18 – PARENT LEAVE

- 18:01 For absence occasioned by the birth or adoption of a member's child, the Consortium shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding one (1) day. Such request shall not unreasonably be denied. This leave shall not be deducted from the Member's sick leave credit account.

ARTICLE 19 – LEAVES GENERAL

- 19:01 The Consortium shall grant a paid leave of absence with no deduction from the Sick Leave Credit Account for the following reasons:
- (a) During such period that a Member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a Member's duties because of exposure to any communicable disease.
 - (b) During such period as a Member is serving as a juror, or subpoenaed as a witness in any proceedings where a Member is not a party and not charged with an offense.

ARTICLE 20 – INCLEMENT WEATHER

- 20:01 In the event that the consortium office is closed as a result of inclement weather, the following provisions will apply to Members of the bargaining unit:
- (a) Office Closing Announced by 7:00 a.m.

If the Consortium office is officially closed, Members who work at that office shall be permitted to work from home provided prior arrangements have been made to that effect with the Chief Administrative Officer.
 - (b) Office Closing During the Day

Under normal circumstances the Supervisor will allow members to leave the office within one hour after the official closing time.
 - (c) Poor Road Conditions

If weather conditions make it impossible, due to official road closure, to reach their assigned work location the employee shall notify the Chief Administrative Officer and follow the attendance reporting requirements.
- 20:02 If an employee is absent due to inclement weather, the employee must notify their supervisor and follow the attendance reporting requirements.

ARTICLE 21 – PREGNANCY LEAVE

- 21:01 Upon application in writing, a Member who is pregnant and who has been employed by the Consortium at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of at least seventeen (17) weeks.
- 21:02 The Consortium shall not terminate the employment of or lay off any Member while the Member is on a statutory pregnancy leave of absence under this Article.
- 21:03 (a) A Member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (b) Member shall give the Consortium at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Consortium shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
- 21:04 In the case of a Member who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the Member expected to give birth, Article 21:03 will not apply. The procedure will be as indicated in Article 21:05 which follows.
- 21:05 Within two (2) weeks of stopping work a Member described in Article 21:04, above must give the Consortium:
- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally qualified medical practitioner that:
- i) in the case of a Member who elects to stop working because of complications caused by the pregnancy, states the Member is unable to perform the Member's duties because of complications caused by the pregnancy and states the expected birth date; or
- ii) in any other case, states the date of birth, still-birth or miscarriage and the date the Member was expected to give birth.
- 21:06 The pregnancy leave ends:
- (a) the later of – six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began or;
- (b) at an earlier date if the Member gives the Consortium at least four (4) weeks written notice of the date.
- 21:07 A Member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Consortium and on return to work the Consortium shall reinstate the Member to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist.
- 21:08 The Consortium shall continue to contribute its share towards the premium cost of the Member's employee benefits during the period of statutory pregnancy leave unless the Member gives the Consortium written notice that the Member does not intend to pay the Member's contributions.

- 21:09 (a) A Member granted a statutory pregnancy leave of absence shall be compensated by the Consortium under an E.I. approved Supplementary Employment Benefit (SEB) Plan, provided the Member:
- i) is eligible for pregnancy leave benefits under E.I.;
 - ii) makes a claim to the Consortium on a form to be provided indicating the weekly amount payable by E.I.
- (b) This plan shall be subject to approval of E.I. and shall be contained as Appendix 1 of this Agreement.
- 21:10 In addition to the provision in clause 21:09, the Consortium shall provide a top-up benefit as a supplement to the employee's Employment Insurance benefits following the waiting period noted in Appendix 1 or when the waiting period began before the birth of the child, following the birth of the child, for the next seven (7) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the employee's employment insurance benefits and one hundred percent (100%) of the employee's regular weekly earnings. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. The employee will be required to submit information as determined by the Consortium in order to receive the top-up benefit. There shall be no deduction from the employee's sick leave account for this seven (7) week period.

ARTICLE 22 – STATUTORY PARENTAL LEAVE

- 22:01 For the purpose of this article and Appendix 1, parents shall be defined as one of the following:
- (a) natural father or mother
 - (b) adoptive father or mother
 - (c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- 22:02 Upon application in writing, a Member who has been employed by the Consortium for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following:
- (a) the birth of the child; or
 - (b) the coming of the child into custody, care and control of a parent for the first time.
- 22:03 The Consortium shall not terminate the employment of or lay off any Member who is entitled to a statutory parental leave of absence under this Article.
- 22:04 The Parental Leave of a Member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- 22:05 For persons not covered under Article 22:04, Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time.

- 22:06 The Member must give the Consortium at least two (2) weeks written notice of the date the leave is to begin.
- 22:07 If a Member wishes to change the date when a Parental Leave is scheduled to begin the Member must give written notice:
- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
 - (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.
- 22:08 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Consortium immediately.
- 22:09 The Parental Leave ends:
- (a) thirty-five (35) weeks after it begins if taken with a pregnancy leave; or
 - (b) thirty-seven (37) weeks after it begins if no pregnancy leave is taken; or
 - (c) at an earlier date if the Member gives the Consortium at least four (4) weeks written notice before the earlier date; or
 - (d) to a later date if the Member gives the Consortium at least four (4) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond either thirty-five (35) or thirty-seven (37) weeks as outlined above.
- 22:10 A Member who intends to resume employment on the expiration of the statutory parental leave of absence under this Article shall so advise the Consortium and on return to work the Consortium shall reinstate the Member to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist. Seniority continues to accrue during Parental Leave.
- 22:11 The Consortium shall continue to contribute its share towards the premium cost of the Member's employee benefits during the period of statutory Parental Leave up to a maximum of eighteen (18) weeks unless the Member gives the Consortium written notice that the Member does not intend to pay the Member's contributions.

ARTICLE 23 – EXTENDED PREGNANCY/PARENTAL LEAVE

- 23:01 The Consortium shall grant an extension to the pregnancy or parental leave as provided in Article 21 and Article 22 in accordance with the terms and conditions outlined in this Article.
- 23:02 The Member shall provide written notice to the Consortium at least two (2) weeks prior to the scheduled end of the leave indicating the start and end dates of the extended leave.

- 23:03 The total length of the pregnancy/parental leave and extension shall not exceed two years.
- 23:04 A Member who intends to resume employment on the expiration of an extended leave of absence under this Article shall so advise the Consortium and on return to work the Consortium shall reinstate the Member to the same position and work location held by the Member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position if it does not exist.
- 23:05 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Consortium four (4) weeks prior to the requested date of return.
- 23:06 Reinstatement from extended Parental Leave under this Article shall be at the salary/wages that the Member would be earning had the Member worked during the period of the statutory pregnancy/parental leave (i.e. the Member will receive credit for salary purposes for the period of the statutory pregnancy/parental leave).

ARTICLE 24 – FAMILY CARE LEAVE

- 24:01 In the case of illness of a spouse or child which requires the employee's urgent personal attention, a leave will be granted up to two (2) days per year.
- 24:02 A member may request the extension of family care leave, to a maximum of three (3) additional days with pay, and with deduction of sick leave.
- In order to be eligible for leave under this clause the following conditions must be met:
- an employee must first have used their personal day; and
 - no replacement staff shall be required
- 24:03 A leave granted under 24:01, upon written request, shall be with pay and with deduction of sick days.

ARTICLE 25 – WSIB/LTD

- 25:01 A Member who is absent from work and is claiming Workplace Safety and Insurance Board (WSIB) or Long Term Disability (LTD) benefits on return to work shall retain their entitlement to be reinstated to the same position and work location held by the Member immediately prior to going on WSIB/LTD, if the position at that location still exists, or to a comparable position if it does not exist, up to a maximum of twenty-four (24) months.
- 25:02 At the end of the twenty-four (24) month period the member's position shall be declared vacant.
- 25:03 A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 41, Layoff and Recall.
- 25:04 The Union will be informed of the name of members returning to work from WSIB/LTD. Members have a right to have union representation present during any formal return to work meeting.

25:05 An employee required to attend a Workplace Safety and Insurance Board or Workplace Safety and Insurance Appeals Tribunal hearing shall be compensated in accordance with WSIB Operational Policy Manual. Where a wage differential exists between the wages paid by WSIB and the employee's regular daily rate, upon proof of WSIB payment, the Consortium shall provide the differential payment to the employee.

ARTICLE 26 – WSIB SUPPLEMENT

26:01 Provided that the Consortium is a Schedule 2 employer, the following shall apply:

A Member who is receiving compensation under the Workplace Safety and Insurance Act as a result of a claim directly related to the Consortium shall be entitled to have the partial payment under the Workplace Safety and Insurance Act supplemented by the Consortium to provide payment of full earnings. The supplement paid to such Member shall be divided by the Member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the Member's Sick Leave Credit Account in accordance with Article 27. If the Member does not wish to have the payment under the Workplace Safety and Insurance Act supplemented as provided by this article, the Member must give written notice to the Chief Administrative Officer within fifteen (15) days after receiving notice that the Workplace Safety Insurance claim has been approved. It is understood that if adherence to the timeline results in the Member having been overpaid by the Consortium, that the Member shall be responsible for reimbursing the Consortium for the amount overpaid.

ARTICLE 27 – SICK LEAVE

27:01 The Consortium shall administer a sick leave plan and maintain a sick leave account for each employee who is a Member of the Bargaining Unit.

27:02 The Consortium shall maintain a record of each employee's credited and accumulated sick leave and shall inform the employee in writing on or about November 1 of each year as to the crediting and accumulation of the employee's sick leave.

27:03 All full-time employees will be credited twenty-four (24) sick days on September 1st each year.

27:04 Employees working half-time or more and less than full-time shall accumulate and receive sick leave on a pro rata basis.

27:05 All employees shall accumulate 100% of the unused portion of the allotted days per year to a maximum of 220 days.

27:06 A newly-hired employee shall be entitled to transfer accumulated sick leave credits from a previous school board/Transportation Consortium in Ontario to the employee's credit with the Consortium.

27:07 (a) The number of days of sick leave credit in a Member's sick leave credit account existing immediately prior to the signing of this agreement shall be transferred and credited to the Member's Sick Leave Credit Account under this Article.

- (b) A Member with a balance of more than 220 days in their account shall have no further credits above the maximum of 220 added to the account at the end of each year. Any unused balance at the end of the year from the yearly allotment of 24 days shall be lost.
- (c) If a Member uses sick days from the accumulated account which takes them below 220, they shall be able to rebuild the amount with credits each year to a maximum of 220.

27:08 To qualify for sick leave, a Member who is absent from work for more than five (5) consecutive days because of illness may be required to submit medical certification of such illness from a qualified physician, licentiate of dental surgery, or any other medical professional deemed appropriate by the Consortium. For other absences, in extenuating circumstances and/or as part of the Consortium's attendance support program, the Chief Administrative Officer, or designate, may require a medical certificate to be completed on a form provided by the Consortium. The Consortium will pay the actual cost of the medical certification.

ARTICLE 28 – MEDICAL EXAMINATIONS/REPORTS

28:01 In the case of ongoing or recurring illness in excess of five working days, accident or disability, the Consortium may also require an employee to sign a release of medical information to a medical practitioner which may involve physical attendance at an Independent Medical Evaluation or a review of the medical file as deemed most appropriate in the circumstance as determined by the Consortium. Where possible, given the area of specialty required, based upon the individual circumstance, the employee will be provided with a maximum of three medical practitioners to choose from. The employee will be provided the Medical Practitioner(s) curriculum vitae or resume. In the event of an in-person Independent Medical Evaluation, reasonable efforts will be made by the Consortium to provide access to medical practitioner(s) of the employee's stated gender preference. It is understood that the Consortium will not request disclosure of an employee's medical diagnosis and will request that the medical practitioner maintain the confidentiality of the medical diagnosis of the employee. A copy of the IME report will be provided to the employee's primary care physician. The employee may be provided a copy of the IME report directly from the IME Provider, in accordance with the particular release of medical information provisions of such Provider. The Consortium shall pay the cost of the third party billing incurred when an employee consults a doctor at the Consortium's request.

28:02 Employees affected by 28:01 may be required to take part in the Consortium's Workplace Early Intervention Program (WEIP) and to sign a release of information to permit the Consortium to contact the employee's physician to facilitate this process.

28:03 The Consortium shall ensure that all medical records and information are stored in a secure location, and in a completely confidential manner. Access to such records and information shall be confidential and strictly limited to the member, the person(s) or entity responsible for administering the disability management functions on behalf of the Consortium

- a) A member may request copies of any and all information contained in their medical record.
- b) Such a request will be submitted in writing to the Chief Administrative Officer and photocopies of the information shall be forwarded in a confidential sealed envelope to the member within fifteen (15) working days of the Chief Administrative Officer receiving the request.

ARTICLE 29 – GRIEVANCE PROCEDURE

29:01 **Intent and Definition of Grievances**

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

It is understood that a Policy Grievance shall only be filed where no employee is directly affected, nor shall an “individual” grievance be filed on the same matters. This shall not preclude an individual remedy for a member affected by a Policy Grievance.

29:02 **Informal Stage**

Any dispute to be recognized as a grievance must first be discussed by the employee, and the Branch Representative or Union representative (if the employee desires) and the supervisor designated by the Consortium. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

29:03 **Step One**

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within seven (7) calendar days of the employee becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably have been detected, to the Chief Administrative Officer, or designate. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission. The Chief Administrative Officer, or designate, shall meet with the union representative(s) within fourteen (14) calendar days following the day the grievance was received. The Chief Administrative Officer, or designate shall provide a written answer within fourteen (14) calendar days of the meeting being held.

29:04 **Step Two**

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within seven (7) calendar days of receipt of the Step One answer, notify a designate appointed by the Board of Directors, in writing that a grievance meeting is requested. The designate, and other persons that the designate deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The designate, shall provide a written answer within fourteen (14) calendar days of the meeting being held.

29:05 **Step Three**

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall within seven (7) calendar days of the receipt of the answer given in Step Two, notify the designate appointed by the Board of

Directors in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's proposed single arbitrator. The designate shall, within fourteen (14) calendar days inform the Union of the Consortium's acceptance of the union's proposed single arbitrator or shall propose an alternative single arbitrator. If the two parties fail to agree upon a single arbitrator within the time limit, either the Union or the Consortium may request the appointment of an arbitrator by the Ministry of Labour.

29:06 The single arbitrator or arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

29:07 The single arbitrator or arbitration board shall not have the power to change, modify, extend or amend the provisions of this agreement.

29:08 The time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the parties.

29:09 **Group Grievances**

Step Three Grievance Filed by the Union or by the Consortium.

The Union or the Consortium may lodge a grievance in writing against the other within fourteen (14) calendar days after detection of the event which gave rise to the grievance. The Consortium or a representative committee of the Consortium shall meet with the Executive of the Union within fourteen (14) calendar days from the date the grievance was received by the opposite party. The decision of the Consortium or the Union shall be forwarded in writing together with the reasons therefore to the party lodging the grievance within seven (7) calendar days after the meeting. If the grievor rejects the decision, the grievor shall notify the opposite party in writing accordingly within seven (7) calendar days after receiving the decision.

NOTE: The Union will notify the Board of Directors with a copy to the Chief Administrative Officer. The Consortium will notify the Bargaining Unit President.

29:10 Group grievances may only be filed within fourteen (14) calendar days of either party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) calendar days after the event when the event could reasonably have been detected.

29:11 It is understood that the parties may mutually agree in writing to submit the grievance to an arbitration board in Step Three rather than a single arbitrator. The Union shall within seven (7) calendar days of the receipt of the answer given in Step Two, notify the Board of Directors in writing with a copy to the Chief Administrative Officer, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the arbitration Consortium. The Board of Directors or designate shall, within fourteen (14) calendar days inform the Union of the Consortium's appointee to the arbitration Consortium. The two appointees shall within fourteen (14) calendar days or such longer time as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to agree upon a chair within the time limit, either the Union or the Consortium may request the appointment of a chair by the Ministry of Labour.

- 29:12 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs. The decision of the arbitration board shall be final and binding and enforceable on the parties.
- 29:13 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chair shall be borne equally by the parties. Each party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
- 29:14 A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.
- 29:15 Grievance Mediation
- (a) At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.
 - (b) The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

ARTICLE 30 – EMPLOYMENT INSURANCE REDUCTION

- 30:01 The Board shall forward to the Branch Affiliate, on or before February 1st and on or before June 29th of each year, the Federal Employment Insurance Premium Reduction Rebates to which the Branch Affiliate Members are entitled.

ARTICLE 31 – JOB POSTINGS

- 31:01 When the Consortium has determined that a permanent position is to be filled, or a new permanent position is created in the bargaining unit, the Consortium will, within fifteen (15) working days of the expected vacancy, unless otherwise agreed to by the Union:
- i) offer the position, subject to Article 41 Layoff and Recall, to those on the Recall list; if there is no one on Layoff with the ability and qualifications to fill the position,
- 31:02 If the position is not filled as outlined in Article 31:01, the position will be posted electronically on the Consortium's e-mail system and on the Consortium's web site for a minimum of four (4) working days. The Consortium will post the position within fifteen (15) working days following completion of 31:01 unless otherwise agreed to by the Union. The posting period will commence prior to a weekend and shall close at the end of normal business hours on a working day following the weekend.
- 31:03 The posting shall identify the job title, salary range, start date, hours of work, general requirements of the position, the date for submission of applications, and to whom applications should be forwarded.

- 31:04 The Bargaining Unit President shall receive an electronic copy of all job postings immediately upon being posted.
- 31:05 (a) Interviews of those qualified permanent/probationary employees who apply for the position will be held before said positions are filled. Where no qualified permanent/probationary employee is appointed to the position, qualified Long Term Temporary employees currently on staff of the Consortium in a position covered by this collective agreement who have applied for the position shall then be interviewed as per this article. The Consortium reserves the right to short-list applicants on the basis of their qualifications as determined from the candidate's application.
- (b) Job postings shall be open to Members covered by the Collective Agreement on the Recall list.
- 31:06 In making promotions, or filling vacancies, the qualifications and ability of the employees concerned shall be considered and where such qualifications and ability are equal, seniority shall be the determining factor.
- 31:07
- i) a vacancy shall be open to bargaining unit members who hold a permanent or probationary position, unless otherwise stated in this agreement.
 - ii) if there are no qualified applicants from permanent/probationary employees, the Consortium shall consider applications from qualified Long Term Temporary employees currently on staff of the Consortium in a position covered by this collective agreement.
 - iii) if there are no qualified applicants from permanent/probationary employees and no qualified members on the recall list, the Consortium may fill the vacancy from outside the Bargaining Unit.
- 31:08 When an employee has been on Long Term Disability for a period of two (2) years and the physician's report indicates that the employee is still unable to work, the position shall be declared vacant and follow the procedure outlined in this article.
- 31:09 The employer shall notify the Bargaining Unit President in writing within seven (7) days of the name of the successful applicant appointed to the position.
- 31:10 All employees who have been interviewed for the position shall be informed, if the employee was successful or unsuccessful in the application.
- 31:11 The employer shall not hire from outside the bargaining unit to fill permanent vacancies if any qualified members remain on the recall list.

ARTICLE 32 – ESTABLISHMENT OF NEW POSITION

- 32:01 When the Consortium creates a new position, the Consortium shall:
- i) establish the salary using the major responsibilities as a guide to appropriate placement
 - ii) provide the Bargaining Unit with a summary of major responsibilities
 - iii) advise the Bargaining Unit of the assigned salary

ARTICLE 33 – JOB PERFORMANCE APPRAISALS

- 33:01 Performance appraisal is a process which includes the systematic supervision, formal evaluation, and planned professional growth of the individual.
- 33:02 A Member is entitled to be notified twenty-four (24) hours prior to a meeting with the Supervisor that the Member is to be put on review for unsatisfactory job performance. The Consortium shall inform the Member and the President of the Bargaining Unit, twenty-four (24) hours prior to the day of the meeting, of the Member's right to have the Bargaining Unit President or designate present at such meeting. At the Member's discretion, the Member shall be accompanied at the meeting by the Bargaining Unit President or designate.
- 33:03 The summative evaluation report shall be made in writing.
- 33:04 The employee shall be given an opportunity to initial or sign the final evaluation report and add comments if the employee desires. This opportunity shall occur before anyone other than the employee, the evaluator and their advisors see the final evaluation report.

ARTICLE 34 – HOURS OF WORK

- 34:01 (a) The normal work week for a full time employee will be thirty-five (35) hours per week consisting of five (5) consecutive days, Monday to Friday of seven (7) hours each. Normal work hours shall fall between 7:30 a.m. and 5:00 p.m.
- (b) The normal work week for a half-time employee will be, on average, 17.5 hours per week worked either in full days or half days scheduled between the hours of 7:30 a.m. and 5:00 p.m.
- (c) Scheduling of hours for an employee shall be arranged to allow the employee who holds two (2) half-day positions to work in two (2) different locations.
- 34:02 The parties recognize that some flexibility in starting, stopping and lunch break times may be necessary in work locations in order to provide a continuing service. This flexibility will be based on the seven (7) hour day and thirty-five (35) hour week as stated in 34:01. The Supervisor shall schedule such flexibility in hours by seniority in consultation with the employees.
- 34:03 (a) Each employee shall be entitled to a one (1) hour unpaid lunch break which shall be scheduled as close as possible to the midpoint of the employee's work day.
- (b) There shall be two (2) fifteen (15) minute paid break periods taken during the day. The first break period shall be taken between the hours of 7:30 a.m. – 12:00 p.m. and the second break period shall be taken between the hours of 1:00 p.m. – 5:00 p.m.
- 34:04 (a) A flexible hours work week for employees covered by this collective agreement may be approved during the March Break and the summer period from the day the school year ends to the day the school year begins. Under this plan employees, in consultation with their supervisor, shall be able to select their hours of work as follows:

- i) four (4) days of seven and one-half (7-1/2) hours each to be completed between 7:30 a.m. and 5:00 p.m. (Lunch period may be either one (1) hour or one half (1/2) hour with quitting time adjusted accordingly). This would allow a choice of either Monday or Friday off.
 - ii) Five (5) days of six (6) hours each to be completed between 7:30 a.m. and 5:00 p.m. with the option of the following: one half (1/2) hour lunch, one (1) hour lunch or one and one half (1-1/2) hour lunch.
- (b) During this time period, it shall be an employee's choice as follows:
- i) work flexible hours (reduce their work week to 30 hours and be paid for 30 hours)
 - ii) maintain their normal 35 hours per week.

ARTICLE 35 – OVERTIME

35:01 When deemed necessary, and authorized in advance by the immediate supervisor, an employee shall be entitled to accumulate overtime as follows:

- i) at the rate of one and one half (1-1/2) times the regular hourly pay for hours worked beyond thirty-five (35) hours in any one (1) week or all hours worked on a Saturday.
- ii) Hours worked on Sunday or statutory holidays will be accumulated at double time the regular hourly rate of pay. It is understood that working on Sundays will only apply in emergency situations defined by the Consortium.

For the purposes of overtime, a week is considered to start on Monday and finish on Sunday.

35:02 These hours may be taken in lieu time, reflecting the appropriate premium rate, at a time mutually agreed upon between the employee and the immediate supervisor.

35:03 Any overtime hours still owing to an employee as of June 30 will be paid in full no later than the last pay period in the following September provided that the request for payment is received by the Chief Administrative Officer by September 7th.

ARTICLE 36 – RECOGNIZED PAID HOLIDAYS

36:01 The Consortium shall grant to each member the following recognized holidays:

New Year's Day	Canaday Day	Christmas Day
Family Day	August Civic Holiday	Boxing Day
Good Friday	Labour Day	Four (4) Floater Holidays**
Victoria Day	Thanksgiving Day	

In order to be paid for a floater holiday, the floater holiday must occur on the day of the week on which the employee would normally work. Part-time employees may schedule a paid vacation day on a floater holiday when it occurs on a day of the week for which the employee would not normally work provided the employee has sufficient accumulated vacation credits.

** Three (3) floater holidays will be taken in conjunction with the Christmas holiday period on dates to be designated by the Consortium. One (1) floater holiday will be taken on Easter Monday unless Easter Monday is a school day in which case the floater holiday will be taken on a date to be designated by the Consortium.

36:02 If any of the recognized paid holidays falls on a Saturday or Sunday, and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Consortium shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

36:03 Employees shall not qualify for payment for recognized paid holidays if the employee fails to work his or her scheduled regular day of work preceding or his or her scheduled regular day of work following a recognized paid holiday or unless the employee is on authorized vacation or authorized sick leave during this period.

ARTICLE 37 – PAID VACATIONS

37:01 Service means years of active service with Service de transport de Wellington-Dufferin Student Transportation Services. For Upper Grand District School Board employees on the staff of the Consortium as of May 2010, service will include years of service with the Upper Grand District School Board up to the date of transfer of the staff to the Consortium.

37:02 Employees, in consultation with the supervisor, shall request their vacation times.

37:03 Employees may request to take vacation at other than the summer, Christmas or winter breaks. Employees are not permitted to take vacation one week prior to school start or two weeks after school start.

37:04 All vacations are to be used by June 30th of the year following the year in which the vacation credits are earned. An employee may request to have any vacation allotment beyond two (2) weeks carried over for use the following year. Such request must be in writing and is subject to the approval of their supervisor.

37:05 If a paid holiday occurs during an employee's vacation, a day in lieu of that holiday will be given either with the employee's vacation or at a time mutually agreed upon.

37:06 On termination of employment, the Consortium shall pay any outstanding vacation entitlement.

37:07 Vacation Entitlement:

Service as of June 30 of the Vacation Year

- (a) Less than 1 year..... 1 day/month to a maximum of 10
- 1 year but less than 3 years..... 2 weeks (10 days)
- 3 years but less than 9 years..... 3 weeks (15 days)
- 9 years but less than 17 years..... 4 weeks (20 days)

17 years but less than 24 years..... 5 weeks (25 days)
 24 years or more..... 6 weeks (30 days)

Effective July 1, 2019 (no retroactivity), it is understood that current employees may request to have their related experience re-evaluated for the purpose of vacation entitlement on a go-forward basis provided the request is received no later than October 31, 2019.

New employees will be granted vacation with pay based on the number of years of related work experience completed by June 30th in that year. Vacation entitlement is prorated in the initial year of employment.

- (b) If an employee's anniversary date entitling the employee to vacation in accordance with Article 37:07 (a) falls after the 30th of June, the employee will not be required to wait a year before being entitled to the extra week vacation, but will receive vacation on this basis:

<u>Anniversary Date Falls In</u>	<u>Extra Days to be Added To Current Entitlement as of June 30th</u>
i) July, August, September	5 days
ii) October, November, December	4 days
iii) January, February, March	3 days
iv) April, May, June	2 days

Example: an employee who now gets three (3) weeks vacation and whose anniversary date for four (4) weeks vacation falls in October, would be entitled to three (3) weeks and four (4) days total vacation.

37:08 Vacation credits will be pro-rated for part-time employees.

37:09 If a Member is hospitalized for reasons of illness or injury and such hospitalization is certified by a medical physician or licentiate of dental surgery and the period of hospitalization is for more than four consecutive days during the Member's vacation period, the Member may request in writing to the Chief Administrative Officer, to substitute sick leave credits, for the equivalent number of days vacation. The vacation days shall be credited to the member for use at a future vacation period. The onus shall be on the Member to provide any necessary information or documentation required to support the request.

37:10 In the event of death of a family member listed in clause 14:02 which occurs during a member's scheduled vacation time, the member may request in writing to the Chief Administrative Officer, consideration to replace vacation time lost as a result of eligible bereavement days. Such request shall not be unreasonably withheld. The onus shall be on the member to provide any necessary information or documentation required to support the request. Any vacation time replaced shall be credited to the member for use for the employee's next scheduled vacation.

ARTICLE 38 – ALLOWANCES

38:01 Employees who use their vehicles in the normal course of carrying out the Consortium's business, shall be reimbursed in accordance with Consortium policy.

ARTICLE 39 – HEALTH & SAFETY

- 39:01 The Consortium agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health & Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health & Safety Act is not grievable.
- 39:02 The Union agrees to assist the Consortium in maintaining proper observation of all health and safety rules.
- 39:03 It is the responsibility of the Member to report to the Member's immediate supervisor any equipment or process which is, in the opinion of the Member, unsafe or hazardous or any condition which is unhealthy. If any difference of opinion exists between the Member and the Member's immediate supervisor, the Member shall refer the matter to the Union.

ARTICLE 40 – SENIORITY

- 40:01 Seniority is defined as the length of continuous service an employee is employed by the Consortium. For the employees on staff as of May 2010 seniority shall include continuous service with the Upper Grand District School Board up to the date of transfer of the staff to the Consortium.
- 40:02 Employees employed on a part-time basis shall accumulate seniority on a full-time basis for seniority purposes.
- 40:03 Employees who are on pregnancy leave or parental leave will continue to accrue seniority during the period of the statutory pregnancy or parental leave.
- 40:04 A seniority list shall be prepared by the Consortium, effective November 30, with a copy to the Bargaining Unit President by December 30.
- 40:05 By January 15 of each year the Consortium shall post a copy of the up-to-date seniority list.
- 40:06 i) Any question as to the accuracy of the seniority list must be submitted by the employee to the Chief Administrative Officer within forty five (45) working days of the posting of the list. Any inaccuracies shall be corrected within forty-five (45) working days and the list will be deemed correct. If there have been no submissions within the forty-five (45) day timeframe, the list will be deemed correct.
- ii) An employee whose name appears on the seniority list for the first time shall have up to forty-five (45) days following posting of the list to notify the Chief Administrative Officer if the employee believes their seniority date is incorrect. The Consortium will review employee submissions which were received within the forty-five (45) day timeframe and will make any required corrections and post an amended list (if necessary). Employee submissions received after forty-five (45) days following the posting of the seniority list on which their name first appeared will not be considered.
- 40:07 The seniority list shall be arranged in order from the most senior to the most junior, including name and seniority date. In the event that the list is to be used for the purposes of layoff or recall, employees' job classifications shall be added to the list.

- 40:08 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- (a) total experience in the Bargaining Unit;
 - (b) total experience with the Consortium using actual time worked;
 - (c) total experience in the current job function with the Consortium;
 - (d) by lot in a manner to be determined by the Consortium and the Bargaining Unit.
- 40:09 An employee's seniority shall be lost, and the employee shall be considered severed from the employ of the Consortium if any of the following shall occur:
- (a) dismissal not reversed through grievance and/or arbitration
 - (b) voluntary resignation
 - (c) retirement
 - (d) off work due to lay-off for more than thirty (30) months
 - (e) an employee fails to report for duty following the completion of an approved leave of absence
 - (f) when accepting a permanent position outside the bargaining unit.
- 40:10 An employee who is absent from work due to illness, accident or authorized leave shall continue to accumulate seniority during the period of such absence.

ARTICLE 41 – LAYOFF AND RECALL

- 41:01 A lay-off shall be defined as the elimination of a position, or a reduction in hours or pay of a position.
- 41:02 The Consortium agrees that when a decision is made to layoff, make a position redundant, close the consortium, the employer shall notify the Bargaining Unit President in writing, and each member affected by the layoff.
- 41:03 A Member, permanent or probationary, who is to be laid-off shall be given appropriate notice in accordance with the Employment Standards Act.
- 41:04 The following procedure shall be followed, in order, when a member has been declared redundant, had their hours reduced, or has been informed they shall be laid off:
- a) The least senior member in the category affected shall be the person declared redundant
 - b) The member shall be given the opportunity to be placed in a vacant position in the same category, and with the same number of hours, which they held provided the employee has the ability and qualifications required for the position. If none is available, then the member shall be given the opportunity to accept the permanent reduction in hours and remain in the position, if the position still exists. If the member chooses not to accept the reduced hours; then;
 - c) The member shall be offered a vacant position in the next lowest category with the same number of hours as the position they held provided the employee has the ability and qualifications required for the position, if there are none, then;

- d) The member shall bump the least senior member in the next lowest category with less seniority provided the employee has the ability and qualifications required for the position with the equivalent number of hours to the position which they lost, if there are none then;
- e) The member shall be declared laid off, and shall have their name placed on the recall list in order of seniority.

41:05 Recall

- a) The employer shall recall members in order of seniority to a position within the same or a lesser salary band as the position from which they were displaced.

41:06 The member shall retain recall rights for a period of thirty (30) months.

41:07 If under these procedures a member is transferred to a position at a lower salary grade, the existing salary rate shall be red-circled for a period of up to six (6) months or until the rate of pay for the position catches up to or supersedes that which the member is presently receiving. In such case the member shall no longer be red-circled. At the end of the six (6) month period the member shall then be paid at the maximum of the grade level of the position provided this rate does not exceed the employee's pre-displacement salary rate.

41:08 Employees laid off shall be placed on the recall list in order of seniority. An employee on lay-off shall be subject to recall for thirty (30) months from the date of lay-off and will continue to accumulate seniority. A member on the recall list who has accepted a temporary position will not have their recall period affected, however, the recall period will not be extended.

41:09 If a full-time member is offered a half time position under recall, and decides to accept such position, they shall maintain their right of recall to another half time position, or to a full time position for the recall period.

41:10 If a member is recalled to the permanent staff from layoff within thirty (30) months of the date of layoff, the member's seniority and sick leave will be reinstated as if there was no interruption of service. Sick leave will be reinstated to the amount accumulated up to the date of layoff.

41:11 If a member is not recalled to a permanent position from layoff within thirty (30) months of the date of layoff, the employee may be entitled to severance pay depending on the member's length of service as per the Employment Standards Act.

41:12 No new employee shall be hired for a position unless those remaining employees who have been laid off within the previous thirty (30) months who have the qualifications and ability required for the position have been offered the position.

41:13 All employees eligible for recall shall file with the Consortium and the Bargaining Unit their most recent address and telephone number.

41:14 A Member on layoff placed in a temporary position, half-time or more, for a period of six (6) continuous months or more may, upon written request, elect to reinstate their previous benefit coverage including sick days during this time period. The Consortium shall continue its share of the premium costs for the Member's benefits during this time period.

i) or by the terms prescribed by the Employee Life Health Trust (ELHT).

41:15 The Consortium agrees to review the declaration of surplus with the Bargaining Unit prior to initiating bumping or recall procedures.

41:16 During the period a Member is on recall, they may continue Extended Health Care and Dental coverage by paying the full premium cost.

41:17 The Consortium shall continue to provide EFAP Services during the period a Member is on recall.

ARTICLE 42 – CO-OP STUDENTS

42:01 Should a strike or lock out involving employees occur, co-op students shall be immediately removed from workplace where employees perform their job functions.

42:02 A list of business and technical co-op students and their placements within the Consortium will be available upon request of the President of the Bargaining Unit a maximum of two (2) times per year.

42:03 If at any time, there is a disagreement about the Work Placement Program or a co-op student's activities while in the workplace, the Bargaining Unit President will contact the Chief Administrative Officer to convene a meeting within fourteen (14) calendar days with representatives from the Bargaining Unit, work site and appropriate administrative staff in order to attempt to alleviate the problem.

42:04 Employees shall not have their hours of work reduced owing to the use of Co-op students in that worksite.

42:05 No employee shall be laid off nor shall the Consortium refuse to recall a laid-off employee owing to the use of a Co-op student in that position.

42:06 The Consortium shall not refuse to fill a vacancy owing to the use of a Co-op student in that position.

ARTICLE 43 – PENSION PLAN

43:01 All employees shall as a condition of employment be enrolled in O.M.E.R.S. or T.P.P.

43:02 The Employer shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Member and employer pension contributions as required.

43:03 It is the responsibility of the employee to notify the Consortium if the employee is a certified teacher at the time of hire or becomes a certified teacher at any time during the employee's employment with the Consortium. Failure of the employee to properly notify the Consortium will not subject the Consortium to liability for failure to direct pension contributions to T.P.P.

ARTICLE 44 – INSURED EMPLOYEE BENEFITS

44:01 The Employer shall enroll its employees into the OSSTF Employee Life and Health Trust (ELHT) Benefit Plan under the terms of the ELHT Agreement.

44:02 Long Term Disability Insurance Plan

- (a) For all employees working half-time or more, the Consortium will make available and administer a group Long Term Disability Insurance Plan providing a benefit of sixty percent (60%) less contributions of the employee's basic wage rate with provision for escalation when wage rates are changed. Employees are responsible for paying the full premium cost for Long Term Disability Coverage.
- (b) It shall be a mandatory condition of employment that all employees working half-time or more participate in the Long Term Disability Insurance Plan as long as the member would not be disqualified from receiving LTD benefits by the carrier by virtue of the member's eligibility to retire pursuant to the LTD contract with the carrier. It is the responsibility of the employee to notify the Chief Administrative Officer if the employee wishes to opt out of LTD coverage as noted above. Notwithstanding the above, employees who have submitted in writing their request for retirement with a confirmed retirement date, shall be allowed to opt out of the LTD plan when they are within 120 calendar days of their retirement date (for 12 month employees) provided the employee qualifies for an unreduced pension.
- (c) Subject to the approval of the carrier of the Long Term Disability Insurance Plan, an employee who is on leave of absence from the Consortium and becomes disabled shall receive benefits based on:
 - i) in the case of an employee on an unpaid leave of absence, the salary the employee was receiving immediately prior to taking the leave, and
 - ii) in the case of an employee on paid leave of absence, or a self-funded leave of absence, the salary the employee would be entitled to (as at the date of disability) if the employee had been continuously at work.
- (d) Employees receiving benefits under the Long Term Disability Insurance Plan will have their Employee Benefits premiums paid for by the Consortium during the period they are receiving benefits under the Long Term Disability Insurance Plan.
- (e) Providing the employee has completed the required documentation and subject to the approval of the carrier of the Long Term Disability Insurance Plan, benefits are to begin after a qualifying period of one hundred and twenty (120) calendar days for twelve (12) month employees.

ARTICLE 45 – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

45:01 The Consortium agrees to maintain an employee and family assistance program covering all employees in the bargaining unit and to contribute one hundred percent (100%) of the costs.

ARTICLE 46 – PAY SCHEDULE

46:01 The regularly scheduled pay day shall be bi-weekly.

46:02 The amount of salary/wages shall be paid by direct deposit to the employee's bank account as provided to the Consortium.

- 46:03 Members who are permanent or probationary employees shall be paid in accordance with Article 60 – Salary and Category Level.
- 46:04 Members who are Long Term Temporary employees shall be paid in accordance with Schedule A.

ARTICLE 47 – REQUIRED QUALIFICATIONS

- 47:01 In the event that the Consortium implements a policy requiring specific qualifications for jobs covered by this Agreement, members within each classification in which qualifications have been implemented shall be grandparented while remaining in their classification. It is understood that Members are required to keep up-to-date with current technology.

ARTICLE 48 – JOB DESCRIPTIONS

- 48:01 The Consortium agrees to provide copies of existing job descriptions within five (5) working days to:
- (a) the union, upon request;
 - (b) an employee hired to a newly created position;
 - (c) a permanent or probationary employee, upon request.
- 48:02 When a new position is created within the unit, an outline of the major responsibilities shall be provided to the Union before posting.

ARTICLE 49 – LIABILITY COVERAGE

- 49:01 The liability insurance carried by the Consortium shall be applicable to the Members of this bargaining unit while acting within the scope of their duties.
- 49:02 A copy of the policy shall be provided to the Bargaining Unit President, upon request, once per year.

ARTICLE 50 – PROFESSIONAL DEVELOPMENT

- 50:01 The Consortium agrees to continue its current practice for professional development for its staff and will continue to pay registration fees for work related training and seminars. Training and seminars need to be pre-approved by the Chief Administrative Officer.

ARTICLE 51 – TUITION/RETRAINING

- 51:01 Where the Consortium as approved in advance by the Chief Administrative Officer, requires an employee to take a particular course of training or study, the Consortium agrees to pay the tuition for the course of training or study. Reimbursement of expenses for travel and accommodation, if required, shall be governed by Consortium policy.
- 51:02 Where the Consortium requires an employee to take a course of training or study, the Consortium may provide a replacement employee to perform the absent employee's duties.

ARTICLE 52 – ATTENDANCE SUPPORT

- 52:01 The Consortium will develop an attendance support policy, in consultation with the Union. The Consortium will notify the Union before implementing changes to the Attendance Support System.
- 52:02 A member shall have the right to OSSTF representation at any formal meeting which is part of the Consortium's attendance support system.
- 52:03 The Consortium, in consultation with the bargaining unit, shall develop and maintain a modified work program to oversee and accommodate, where possible, the effective return to active employment of employees who have become disabled.

ARTICLE 53 – CRIMINAL RECORDS CHECK

- 53:01 The Consortium shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records shall be strictly limited to those staff who must have access to the information in order to search, collect and use the information.
- 53:02 The Consortium shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under another Act or Regulation.

ARTICLE 54 – COMPASSIONATE CARE LEAVE

- 54:01 "Compassionate Care Leave" means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 54:02 A Compassionate Care Leave may be taken for up to eight (8) weeks.
- 54:03 All requirements outlined in the Employment Standards Act must be met for the leave to be granted.
- 54:04 An extension to a Compassionate Care Leave shall be granted upon the employee's request provided all requirements outlined in the Employment Standards Act have been met.
- 54:05 A member on Compassionate Care Leave shall continue to be entitled to employee benefits and accumulation of credit for sick leave, seniority and experience.
- 54:06 Subject to Article 41 - Layoff and Recall, at the end of the period of the leave of absence the member shall return to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position at the same location, if it does not exist.
- 54:07 Notwithstanding the above, the member is subject to Article 40 - Seniority, Article 41 - Layoff and Recall.
- 54:08 The member will provide to the Consortium a medical certificate indicating that a member of the family has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

54:09 For the purposes of this Article, “family” is defined as in The Family Medical Leave Act.

ARTICLE 55 – HARASSMENT IN THE WORKPLACE

55:01 It is understood that bullying is covered under the Harassment in the Workplace policy.

55:02 The Bargaining Unit shall participate in any review or revision of the Harassment in the Workplace policy.

ARTICLE 56 - PANDEMIC

56:01 In the event of a pandemic declared by the Ministry of Health, which may impact upon the Consortium, the parties agree to meet to discuss the potential impact on the operations of the Consortium.

ARTICLE 57 – EARLY SAFE RETURN TO WORK/WORKPLACE ACCOMMODATION

57:01 The Consortium and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations and return to work in accordance with prevailing legislation.

57:02 Where an employee is identified by the Consortium, based on documentation received as requiring an accommodation, the Consortium shall consult with the Bargaining Unit in determining an appropriate accommodation for the employee.

57:03 The Consortium and the Bargaining Unit recognize that employees who require accommodation have obligations to cooperate in the process, including the clear communication of any medically documented limitations requiring accommodation and the providing of medical information reasonably required by the Consortium.

57:04 Prior to arranging a plan for a Return to Work or Workplace Accommodation, the Consortium shall consider, among other factors, the member's pre-injury/pre-disability job classification and skills, current functional abilities and work demands.

ARTICLE 58 – AMENDMENTS

58:01 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties.

58:02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of this Collective Agreement which would have the effect of altering or modifying any part of the agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the Collective Agreement shall continue in effect for the duration of the agreement.

58:03 No changes can be made to this agreement without the mutual written consent of the parties.

ARTICLE 59 – DURATION AND TERMINATION

- 59:01 (a) This Agreement shall be in effect from the effective date of the transfer of the employees to the Consortium and shall continue in force up to and including August 31, 2023, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days, nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- (b) Notwithstanding the foregoing, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement in accordance with the Ontario Labour Relations Act.
- 59:02 After either party has given notice in accordance with clause 59:01, the parties shall meet within fifteen (15) days or such later date as the parties agree upon for the purpose of entering into negotiations.

NEW ARTICLE 60 – SALARY AND CATEGORY LEVEL

- 60:01 The hourly wage for the job classes represented by this bargaining unit, according to job classification and grid steps is attached hereto as Appendix 2 and shall form part of this agreement (salary grid).
- 60:02 Where a member is promoted to a position classified at a higher salary level, the member shall receive the minimum salary for the higher level. If the member's salary prior to promotion is greater than the minimum salary in the new position, the member shall receive the salary step next higher to their present salary and progress towards the salary maximum for the level in accordance with the incremental schedule for the classification.
- 60:03 Employees shall progress to the next increment effective January 1 of each year until the employee has reached maximum.
- A new employee to the Consortium, who commences employment after November 1, shall not receive an increment on January 1 immediately following but shall begin to receive increments the next January 1.
- 60:04 A Member demoted to a position classified at a lower salary category shall have their existing weekly salary red-circled for the lesser of a period of six (6) months, or until the rate of pay for the position catches up or supersedes that which the employee is presently receiving. After this time, the employee's salary will no longer be red-circled.
- 60:05 When an employee is assigned to relieve in a position of higher job classification, the employee will be paid at the job classification to which they were assigned, effective the start of the first day.
- 60:06 When an employee is assigned to relieve in a position at a lower level for any period, the employee's regular rate of pay shall be maintained.
- 60:07 New employees may be hired at a higher step on the grid based on their related experience but shall not be placed higher than a present employee in the same job classification with equal experience.

Steps on the Salary Grid are as follows:

Minimum = 80% of maximum

Step 1 = 85% of maximum

Step 2 = 90% of maximum

Step 3 = 95% of maximum

Step 4 = maximum

SCHEDULE A – LONG TERM TEMPORARY EMPLOYEES

- A.1 A Long Term Temporary Employee shall be paid at the minimum of the grid for the position to which they have been appointed as per the Salary Schedule of the Collective Agreement. The employee shall move on the grid according to time in the position, and as outlined in the Salary Schedule of the Collective Agreement.
- A.2 In addition to the amounts received under A.1 above, the employee shall receive vacation in accordance with the Employment Standards Act of Ontario.
- A.3 Eligibility for Insured Employee Benefits shall be subject to the terms prescribed by the Employee Life Health Trust (ELHT)
- A.4 A Long Term Temporary Employee after three (3) months of continuous service, who works the scheduled day before and the scheduled day after a recognized paid holiday as stated in Article 36 – Recognized Paid Holidays, shall be paid for the recognized paid holiday.
- A.5 A Long Term Temporary employee who works overtime shall be compensated in accordance with Article 35 – Overtime.
- A.6 A Long Term Temporary Employee who uses their vehicle in the normal course of carrying out the Consortium's business is subject to reimbursement in accordance with Article 38:01 of the Collective Agreement.

EMPLOYMENT BENEFITS (SEB) PLAN

Supplemental Employment Benefit (SEB) Plan for the Service de transport de Wellington-Dufferin Student Transportation Services.

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. This plan covers the Office, Clerical, Technical, Transportation bargaining unit employees.
3. The requirements imposed by the Employer for the receipt of the SEB are:
 - (a) An Employee must be eligible to receive pregnancy leave benefits from E.I.
 - (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of an E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission and the dates of the waiting period.
 - (c) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. A modified full or part-time employee will not be supplemented for any week during the waiting period which falls outside the employee's normal working period during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
6. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to 100% of the Employee's weekly insurable earnings under EIC.
8. The maximum number of weeks for which SEB is payable is for six (6) weeks.
9. The duration of this plan is for the term of the collective agreement.
10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.
11. The Employee must provide the Employer with proof that the Employee is getting EI benefits or that the Employee is not getting benefits for reasons specified in the plan.
12. The Employer will use the EI receipt of the Employee to verify that the employee is receiving EI benefits or other earnings. The Employer's Revenue Canada Taxation registration number is 82078 3892 RP0001.

LETTER OF AGREEMENT
BETWEEN
SERVICE de transport de WELLINGTON – DUFFERIN STUDENT TRANSPORTATION
SERVICES
AND
OSSTF OFFICE CLERICAL TECHNICAL TRANSPORTATION
BARGAINING UNIT

RE: JOB SECURITY

During the term of the collective agreement, the FTE staff complement will not be reduced to less than 5.0 positions. This Letter of Agreement expires on August 30, 2016.

LETTER OF AGREEMENT

BETWEEN

**SERVICE de transport de WELLINGTON – DUFFERIN STUDENT TRANSPORTATION
SERVICES**

AND

**OSSTF OFFICE CLERICAL TECHNICAL TRANSPORTATION
BARGAINING UNIT**

RE: PAY EQUITY

The Consortium agrees to comply with its legal obligation, if any, to create and maintain a Pay Equity Plan under the Pay Equity Act.

Dated at Guelph this 25th day of March, 2011.

ON BEHALF OF THE UNION

Kathy Charoel
Susan Brighton

ON BEHALF OF THE CONSORTIUM

[Signature]
[Signature]

LETTER OF AGREEMENT
BETWEEN
SERVICE de transport de WELLINGTON – DUFFERIN STUDENT TRANSPORTATION
SERVICES
AND
OSSTF OFFICE CLERICAL TECHNICAL TRANSPORTATION
BARGAINING UNIT

RE: CONTRACTING OUT

The Consortium agrees that, during the term of this collective agreement, no bargaining unit member shall be laid off, or have their hours of work reduced as a result of the Consortium contracting out any of that bargaining unit member's work or services.

LETTER OF AGREEMENT

BETWEEN

SERVICE de transport de WELLINGTON – DUFFERIN STUDENT TRANSPORTATION SERVICES

AND

OSSTF OFFICE CLERICAL TECHNICAL TRANSPORTATION

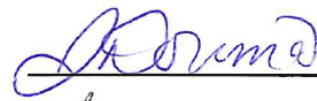
BARGAINING UNIT

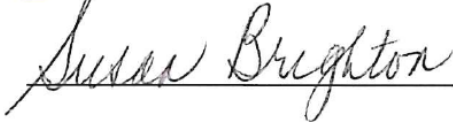
RE: Benefits

Subject to Article 44, in the event that the employees represented by this agreement are no longer covered by the OSSTF Employee Life and Health Trust (ELHT) Benefit Plan, the Employer will ensure a new benefit plan is established based upon a funding model per employee (FTE) consistent with that of the OSSTF ELHT at such time. In the event that this occurs, the parties shall meet to discuss the terms of such benefit plan.

Dated at Guelph this 6th day of December, 2019.

ON BEHALF OF THE UNION





ON BEHALF OF THE CONSORTIUM





SALARY GRIDS

SERVICE de transport de WELLINGTON – DUFFERIN STUDENT TRANSPORTATION SERVICES

OSSTF OFFICE CLERICAL TECHNICAL TRANSPORTATION GRID

September 1, 2018

Position	Minimum	Step 1	Step 2	Step 3	Step 4
System Administrator	29.62	31.47	33.32	35.17	37.02
Transportation Technician	27.90	29.64	31.38	33.13	34.87
A.O.A.-Transportation	19.79	21.03	22.27	23.50	24.74

September 1, 2019

Position	Minimum	Step 1	Step 2	Step 3	Step 4
Senior Transportation Technician	29.91	31.78	33.65	35.52	37.39
Transportation Technician	28.18	29.94	31.70	33.46	35.22
Finance Coordinator	28.18	29.94	31.70	33.46	35.22
A.O.A.-Transportation	19.99	21.24	22.49	23.74	24.99

September 1, 2020

Position	Minimum	Step 1	Step 2	Step 3	Step 4
Senior Transportation Technician	30.21	32.10	33.98	35.87	37.76
Transportation Technician	28.46	30.23	32.01	33.79	35.57
Finance Coordinator	28.46	30.23	32.01	33.79	35.57
A.O.A.-Transportation	20.19	21.45	22.72	23.98	25.24

September 1, 2021

Position	Minimum	Step 1	Step 2	Step 3	Step 4
Senior Transportation Technician	30.51	32.42	34.33	36.23	38.14
Transportation Technician	28.74	30.54	32.34	34.13	35.93
Finance Coordinator	28.74	30.54	32.34	34.13	35.93
A.O.A.-Transportation	20.39	21.67	22.94	24.22	25.49

September 1, 2022

Position	Minimum	Step 1	Step 2	Step 3	Step 4
Senior Transportation Technician	30.97	32.90	34.84	36.77	38.71
Transportation Technician	29.18	31.00	32.82	34.65	36.47
Finance Coordinator	29.18	31.00	32.82	34.65	36.47
A.O.A.-Transportation	20.70	21.99	23.28	24.58	25.87

SIGNATURES

Dated at Guelph this 16th day of December, 2019.

ON BEHALF OF

O.S.S.T.F. Office Clerical Technical
Transportation Consortium Bargaining Unit



Susan Brighton

ON BEHALF OF THE

Service de transport de Wellington-
Dufferin Transportation Services



Glen Regei

COLLECTIVE AGREEMENT BETWEEN

**THE ONTARIO SECONDARY SCHOOL
TEACHER'S FEDERATION
REPRESENTING THE**

**Employees of The Student Transportation Services of
Waterloo Region (STSWR) Inc. of OSSTF District 24**

and

**The Student Transportation Services of Waterloo
Region (STSWR) Inc.**

September 1, 2018 to August 31, 2022

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APPENDIX A28

ARTICLE 1 - GENERAL PURPOSE

- 1.01 It is the purpose of this Collective Agreement between the Union and the Employer to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the prompt settlement of grievances existing out of the application of the collective agreement for all members in the Bargaining Unit between the Union and the Employer herein after called the parties.
- 1.02 It is the express desire of the parties to maintain harmonious as well as mutually beneficial relations.

ARTICLE 2 - DEFINITIONS

- 2.01 1. The "Employer" refers to the Student Transportation Services of Waterloo Region Inc.
2. The "Bargaining Unit" refers to the Employees of the Student Transportation Services of Waterloo Region/OSSTF District 24.
3. The "Employee/member refers to a member of the Employees of the Student Transportation Services of Waterloo Region/OSSTF District 24 bargaining unit.
4. STSWR/OSSTF District 24 members are defined as follows:
- Twelve-Month member
- Full-time: member who works twelve (12) months per year, thirty-five hours per week.
- Part-time: member who works twelve (12) months per year but less than thirty-five hours per week.
- Temporary member means a person who:
- (a) works on a temporary basis to replace a permanent or probationary Employee absent due to illness, accident, leave of absence or any other temporary reasons, for a period not exceeding twelve (12) months. Should the permanent or probationary employee be granted an additional leave of absence, the temporary employee's placement may be extended up to twelve (12) additional months after consultation with the Bargaining Unit.
- (b) works during periods of heavy workload or a special task assignment for a period not exceeding twelve (12) months. The Bargaining Unit President shall be notified of such assignment prior to the assignment beginning. The temporary member's placement may be extended up to twelve (12) additional months after consultation with the Bargaining Unit.
5. "Probationary period" refers to the first six (6) months of continuous employment in a position covered by this Agreement.

6. "Layoff" refers to: the deletion of a position or a reduction of hours of work per week of a position covered by this Agreement.
7. "Day" shall mean work days
8. One Employee from the Bargaining Unit shall be identified by OSSTF to be the Bargaining Unit Area Representative.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive collective bargaining agent authorized to represent and negotiate on behalf of all permanent and temporary employees employed by Student Transportation Services of Waterloo Region (STSWR) Inc., save and except supervisors and persons above the rank of supervisors.
- 3.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.03 The Employer acknowledges the right of the Bargaining Unit to appoint or otherwise select a Negotiating Committee and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this Agreement. If a meeting is called by the Employer during working hours, Bargaining Unit representatives required to attend such a meeting shall suffer no loss of pay, and there shall be no reimbursement to the employer for such time.
- 3.04 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or other duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 The Bargaining Unit recognizes the right of the Employer to utilize the services of any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of the Collective Agreement.

ARTICLE 4 - STAFF/RELATIONS COMMITTEE

- 4.01 The Staff Relations Committee shall consist of up to two (2) representatives from the Bargaining Unit and up to two (2) representatives from management. Its purpose will be to consider matters of mutual interest. This committee shall meet as scheduled, or within ten (10) working days of the request of either party.

At the request of either party, an additional OSSTF representative may attend.

ARTICLE 5 - UNION MEMBERSHIP AND DUES CHECKOFF

- 5.01 Any Employee who is a member of the Bargaining Unit at the time of signing this agreement shall, as a condition of continued employment, remain a member of the Bargaining Unit, and further, any new Employee of the Employer working in the categories as defined by this agreement shall, as a condition of employment, become a member of the Bargaining Unit.
- 5.02 (a) On each pay date on which an Employee is paid, the Employer shall deduct from each Employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- (b) The OSSTF dues deducted in 5.02(a) shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- (c) Dues specified by the Bargaining Unit in 5.02(a), if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their workplace location, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- (d) OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 Both parties to this Agreement recognize that, subject to the provisions of this Collective Agreement, it is the sole right and responsibility of the Employer to operate and manage the affairs of the Employer in a fair and reasonable manner in accordance with the statutes and regulations of Ontario.
- 6.02 The Employer agrees to precede any change to policy which affects Bargaining Unit members by having a consultation meeting with the Bargaining Unit's Labour Staff Relations Committee to discuss the changes. Once the Employer has determined such changes, they shall provide written communication of the changes to the bargaining Unit Branch Representative.
- 6.03 The Bargaining Unit acknowledges that it is the exclusive function of the Employer, to, but not limited to, the following:
- a) to hire, promote, demote, layoff, recall, transfer and classify members
 - b) to discipline, demote, suspend or discharge any member for just cause provided that a claim by a member that the member has been discharged, suspended, demoted or disciplined without just cause may be the subject of a grievance and dealt with in

- accordance with this Agreement
- c) to operate and manage its business in all respects including the direction of the work force, the work schedules, the methods and processes used, the right to decide the number of employees needed by the employer at any time, the right to determine the methods, machinery, equipment and tools to be used
- d) to make, alter from time to time, and enforce reasonable rules and regulations

ARTICLE 7 - UNION RIGHTS

- 7.01 The Bargaining Unit shall notify the employer, in writing, of the following:
 - a) names of the Bargaining Unit Representative, Member of the Staff Relations Committee and Collective Bargaining Committee; upon election of same
 - b) Address and phone number of its Head Office; and
 - c) Address and phone number of the Bargaining Unit Office
- 7.02 The employer shall advise the Bargaining Unit Area Representative, in writing, of each new member's name, address, phone number, employee number, hire date and position within thirty (30) working days of commencement of employment of the new member.
- 7.03 The employer shall notify the President of the Bargaining Unit, in writing within five (5) working days, when a member covered by this agreement is demoted, will be laid off, is recalled, is disciplined, is put on review, or whose employment is terminated for any reason.
- 7.04 An employee who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have Bargaining Unit representation.
- 7.05 The employer agrees to provide all Bargaining Unit members with an electronic copy of the Collective Agreement, and the name of the Bargaining Unit Area Representative. The electronic copy will be placed on the shared drive or a common location for Employees to access.
- 7.06 The Union agrees not to engage in union activities during normal working hours, except for normal break periods. The Union further agrees not to hold union meetings on the premises of the employer without prior permission of the General Manager, or designate, unless otherwise provided in this agreement.

ARTICLE 8 - NO DISCRIMINATION

- 8.01 It is agreed by the Employer and the Bargaining Unit, or any of its officers or members, that it shall act in accordance with the provisions in the Ontario Human Rights Code.
- 8.02 The employer shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union.

- 8.03 The parties agree that there shall be no discrimination nor harassment practiced against any Employees or Management of STSWR in accordance with the Ontario Human Rights Code.

ARTICLE 9 - DISCHARGE, DISCIPLINE AND JUST CAUSE

- 9.01 No member shall be discharged, demoted, disciplined, or suspended without just cause. However, the standard of just cause applicable to probationary employees is limited to not being discharged for reasons that are arbitrary, discriminatory or in bad faith.
- 9.02 When an Employee is disciplined or discharged, the member shall be notified in writing of such discipline or discharge and of the reason for same.

The Bargaining Unit shall receive copies of all correspondence regarding said discipline or discharge and the reasons for the same.

The Employee is entitled to Bargaining Unit representation when notice of discipline or discharge is received.

ARTICLE 10 - JOB POSTING

- 10.01 The Employer will post all vacant positions internally for five (5) working days in order that permanent and probationary members within the Bargaining Unit will be considered before temporary and external applications.
- If there are no qualified applicants from permanent/probationary employees, the employer shall post the position externally. Temporary members may apply to external postings and shall be considered before external applicants.
- 10.02 The posting shall identify the Job Title, salary range, start date, hours of work, general requirements of the position, the date for submission of applications, and to whom applications should be forwarded.
- 10.03 In filling any posted vacancies under this Collective Agreement, the employer shall base its decision on the applicant's qualifications and skill level to perform the duties of the position. If qualifications and skill level are relatively equal, the employer shall select the most senior candidate.
- 10.04 Temporary placement of more than 3 months shall be posted in accordance with this article
- 10.05 The Bargaining Unit Area Representative shall receive a copy of all job postings immediately upon being posted.
- 10.06 The employer shall notify the Bargaining Unit Area Representative, in writing within 2 days of the name of the successful applicant appointed to the position.

ARTICLE 11 - CHANGE IN CATEGORY

- 11.01 In the event the employer requires a new position or substantial change in category covered by this agreement the General Manager and/or designate shall discuss the creation and/or change in category at the staff/relations committee.

ARTICLE 12 - OVERTIME

- 12.01 From time to time the employer may request a member to work overtime. Such request shall be in accordance with this article. All overtime must be pre-approved by the General Manager or designate.
- 12.02 Overtime shall be paid at one and one half (1 ½) times the member's regular salary rate for:
- (i) all work in excess of thirty-five (35) hours per week
 - (ii) all work done on a Saturday
 - (iii) all work done on a recognized paid holiday, plus any holiday pay to which the member is entitled
- 12.03 Overtime shall be paid at two (2) times the member's regular salary rate for all work done on a Sunday.
- 12.04 A member who has left the workplace following the member's normal work day and is called to return to work overtime, shall be paid a minimum of two (2) hours of overtime at the rate as provided in this agreement.
- 12.05 A member who has chosen to accumulate overtime hours instead of submitting them for payment, shall receive time off in lieu of payment with the lieu time reflecting the appropriate overtime rate. If the Supervisor and the member cannot agree to the scheduling of the lieu time, it shall be paid to the member within four (4) weeks.

The member may bank overtime hours to a maximum of one (1) week. The request to take the lieu time will not be unreasonably withheld. Banked overtime hours not used, and overtime hours worked above the one (1) week shall be paid to the member at the appropriate premium rate of pay.

ARTICLE 13 - HOURS OF WORK

- 13.01 (a) The regular work week for full-time Employees will be thirty-five (35) hours per week, Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m. with up to one (1) **unpaid** hour for lunch. The minimum lunch break to be taken is thirty (30) minutes.
- (b) Full time Employees shall be entitled to two (2) fifteen (15) minute paid breaks to be taken during their period of work. Part-time Employees shall be entitled to one (1) fifteen (15) minute paid break for each three and one-half (3.5) hours of work. These

breaks are exclusive of the lunch period. The Employee may take this break away from the workstation.

- (c) Hours of work for temporary employees may differ from regular employees, should this be the case, it will be discussed at the Staff Relations Committee.

13.02 Summer Hours of Work – 12 month, 35 hours per week Employee

Subject to annual approval by the General Manager, for an eight (8) week period as determined by the General Manager during the summer months, the Employees' work week shall consist of 32 hours between the hours of 7:30 a.m. – 5:00 p.m. with up to one (1) hour for lunch. An Employee will be entitled to a day off work on a weekly basis and such day off work will be Fridays unless the work locations are open and / or operations require the employee and their appropriate Supervisor. Should the Supervisor and Employee not be able to mutually agree on a day off, the Supervisor will determine the day off.

Each summer employees will receive credit for 28 hours (7 hours per day x 4 summer days)

A total of 252 hours (280 hours – 28 hours summer days credit) must be accumulated over the eight-week period. Credit value for a day of vacation, statutory holiday, or leave day(s) is seven (7) hours. Where an individual commences employment or is absent during the summer months, their allocation of summer days will be prorated.

13.03 December Holiday Period

Further, employees that have worked the summer months as outlined in 13.02 will be entitled to three (3) days off with pay, in addition to the statutory holidays, to be used during the December holiday period.

New employees hired after the summer months may be given the opportunity to make up the hours (on an hour for hour basis) prior to the December Holiday period in order to have the above three (3) days off with pay.

ARTICLE 14 - ANNUAL VACATION

- 14.01 For all Employees covered by this Agreement, vacations are calculated on the basis of years of continuous service to September 1st of the current year. For the purpose of this Article, the vacation year shall be from September 1 to August 31 of each calendar year. Vacation entitlement shall be accrued in one vacation year and taken the following vacation year.

An employee who transferred to the employer from a previous school board (Waterloo Catholic District School Board, Waterloo Region District School Board) as a result of the creation of the STSWR Inc. shall include service with the previous school board, to determine service for the purposes of vacation. (eg. An employee hired on March 1st would accrue vacation from March 1st to August 31st and then be eligible to use the five (5) earned vacation days from September 1st onward).

less than one year of service pro-rated

1 year	—	10 days
3 years	—	15 days
6 years	—	16 days
7 years	—	17 days
8 years	—	18 days
9 years	—	19 days
10 years	—	20 days
13 years	—	21 days
14 years	—	22 days
15 years	—	23 days
16 years	—	24 days
17 years	—	25 days
19 years	—	26 days
21 years	—	27 days
23 years	—	28 days
24 years	—	29 days
25 years	—	30 days
26 year	—	31 days
27 years	—	32 days
28 years	—	33 days
29 years	—	34 days
30 years	—	35 days

14.02 If a paid holiday occurs during an Employee's vacation, a day in lieu of the holiday will be given either in conjunction with the Employee's vacation or at a time mutually agreed upon.

14.03 Should an Employee be on sick leave preceding a vacation, and such illness is expected to encroach upon the scheduled holidays, then the Employee will be considered on sick leave, and the holidays to be taken at a later, mutually agreed upon date.

If an employee is hospitalized for reasons of illness or injury and such illness or injury is certified by a medical physician or licentiate of dental surgery and the period of hospitalization and recuperation is during the members scheduled vacation the member shall be granted the opportunity to reschedule the equivalent vacation period at another time.

14.04 In the event of the death of a family member [(as defined under Article 21.01 a) and b)] during an employee's scheduled vacation time the member shall be given the opportunity to reschedule the vacation time lost as a result of the bereavement.

14.05 An employee may defer up to ten (10) vacation days to be taken at a later time, including into the next calendar year, with the approval of the General Manager or designate.

14.06 Members shall make their vacation request to the General Manager or designate. Vacation requests shall be by seniority in the event the workplace would not be covered in a manner to sufficiently meet service requirements.

ARTICLE 15 - PAID HOLIDAYS

15.01 The following days are considered paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Family Day	

15.02 When any of the above holidays fall on Saturday and/or Sunday, the succeeding Monday (and Tuesday, if applicable) will be observed as a holiday(s).

In the event schools are in session on the succeeding Monday, (making it necessary for members to be working) the preceding Friday will be observed as the holiday.

For Part-time members, payment for paid holidays shall be on the basis of the number of hours worked per week divided by five (5) and multiplied by the hourly rate in order to establish the paid holiday rate.

ARTICLE 16 - BENEFIT PLANS

The Employer shall enrol its STSWR/OSSTF Employees into the OSSTF Employee Life and Health Trust (ELHT) Benefit Plan under the terms of the ELHT Agreement.

~~16.01 Members of the bargaining unit shall be covered by the benefits outlined below and contained in the benefit booklets provided to employees. Premium costs shall be those as outlined in this article.~~

~~16.02 Extended Health Care Plan~~

~~Employees will have the option to participate in a plan that provides the maximum allowable "Eligible Expenses" not covered by O.H.I.P. This benefit will have a **zero** deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.~~

~~The cost of the premium to be paid in the following manner:~~

~~95% by the Employer (pro-rated for part time employees) and 5% by the Employee.~~

~~Extended Health Care shall include, but not be limited to:~~

~~Eye glasses \$350 during any twenty-four (24) month period~~

~~Eye exam \$75 once every 2 years~~

~~Semi-Private hospital coverage~~

~~Hearing Aids \$400/60 months~~

- ~~_____ Dispensing fee — \$6.47~~
- ~~_____ Orthotics — \$200/ calendar year and Orthopaedic shoes — \$150/ calendar year.~~

16.03 ~~Basic Group Life Insurance and Accidental Death and Dismemberment~~

- ~~_____ The cost of the premium to be paid in the following manner:~~
- ~~_____ 95% by the Employer (pro-rated for part time employees) and 5% by the Employee.~~
- ~~_____ Basic Group Life shall be in an amount equivalent to either \$2,000 or \$25,000~~
- ~~_____ A new employee must, as a condition of employment, become and remain a member of the Basic Group Life Insurance Plan.~~
- ~~_____ In addition to the basic group life insurance, Employees may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$250,000. Proof of insurability must be submitted to and approved by the insurer.~~
- ~~_____ There shall be Optional Dependent's Group Life Insurance made available to provide — \$10,000 — spouse, \$5,000 — each dependent child.~~
- ~~_____ The Member shall pay the full premium cost for optional coverage.~~

16.04 ~~Dental Plan~~

- ~~(a) The cost of the premium of this basic dental plan is to be paid in the following manner:~~
- ~~_____ 95% by the Employer (pro-rated for part time employees) and 5% by the Employee.~~
- ~~_____ (b) The Basic Dental Plan shall reimburse a claimant 100% of the cost of the insured services of Basic Services based on the year prior to the current O.D.A. rate schedule.~~
- ~~_____ Basic checkups will be once every six (6) months.~~
- ~~(c) The Employer will contribute 95% of the premium cost for Major Restorative Benefits. The plan will reimburse 50% of the cost of the insured services based on the year prior to the current O.D.A. rates.~~
- ~~(d) The Employer will contribute 95% of the premium cost for Orthodontic Services. The plan will reimburse a claimant 50% of the cost of insured services based on the year prior to the current O.D.A. rate schedule with benefits limited to a lifetime maximum of \$1,750 per lifetime for dependent children only and are not covered for persons 18 years of age and older.~~

~~16.05 The plan will be administered through the Employer's office and premiums will be by payroll deduction.~~

~~16.06 In the event of a strike or lockout, all benefit plans shall remain in force and shall become the full financial responsibility of the Employee or the Federation.~~

~~16.07 A Benefits Handbook will be provided to all members covered by this Agreement. Updates to the Benefits Handbook will be provided to members as soon as it is feasibly possible.~~

~~16.08 The Employer may, with the consultation of the bargaining unit, substitute another carrier provided that the benefits conferred thereby are at least equivalent with that which is provided by the current carrier.~~

~~16.09 On the death of a member covered by this Agreement, the Employer will continue Extended Health and Dental coverage for the eligible spouse/dependent(s) of the deceased member of staff, for a maximum period of two years, on payment of one hundred percent (100%) of the premium cost.~~

~~16.10 A copy of the master policy relevant to the bargaining unit shall be given to the bargaining unit within one month of it being received by the employer.~~

ARTICLE 17 - PENSION PLAN

17.01 It is a condition of employment that all members covered by this Agreement will be members of the O.M.E.R.S. Type I Supplementary Pension Plan. The plan provides service credits for those years of employment with the predecessor school boards.

17.02 The employer shall make the appropriate deductions from the member's pay and submit to O.M.E.R.S. the necessary member and employer contributions as required.

ARTICLE 18 - SICK LEAVE

18.01 Sick Leave / Short Term Leave and Disability Plan

(a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointment and personal dental appointments. Temporary employees are not entitled to benefits under this article except as provided for in (f) below.

(b) Sick Leave Days

Subject to paragraph (d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

(c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs (d) i-v below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated.

Employees eligible to access STLDLP shall receive payment equivalent to ninety percent (90%) of regular salary.

(d) Eligibility and Allocation

The allocations outlined in paragraphs (b) and (c) above, will be provided on the first day of each school year, subject to the restrictions outlined in (d) i-v below.

- (i) An employee is eligible for the full allocation of sick leave and STLDLP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- (ii) All allocation of sick leave and STLDLP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- (iii) Where an employee is accessing sick leave, STLDLP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDLP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs (b) and (c) above, for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- (iv) Where an employee is accessing STLDLP, WSIB or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDLP days from the previous school year's allocation. In the event the employee exhausts their STLDLP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDLP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- (v) A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

(e) Short-Term Leave and Disability Plan Top-up

- (i) Employees accessing STLDLP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDLP.
- (ii) This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- (iii) Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- (iv) In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the STSWR on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short

Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

- (v) When employees use any part of an STLDP day they may access their top-up bank to top up their salary to 100%.
- (f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment greater than six months in duration

Notwithstanding the parameters outlined above, the following shall apply to an employee in a term assignment:

- (i) Employees in term assignments of less than a full year, and/or less than full-time, but greater than six (6) months in duration, shall have their allocation of sick leave and STLDP prorated on the basis of the number of their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- (ii) Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave / STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- (iii) An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

(g) Administration

- (i) STSWR may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
- (ii) STSWR may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the STSWR Functional Abilities Form. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- (iii) If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, STSWR will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to STSWR's ability to seek medical reassessment after a reasonable period of time.
- (iv) At no time shall the employer or any of its agents contact the medical practitioner directly. The Union agrees that if the Functional Abilities Form is not completed in its entirety, that they will facilitate the completion of the Functional Abilities Form from the employee with their doctor.
- (v) A STSWR decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.

- (vi) The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

(h) Pension Contributions While on Short Term Disability

Contribution for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and received less than 100% of regular salary STSWR will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

ARTICLE 19 - LONG TERM DISABILITY

- 19.01 It shall be a condition of employment for all new employees to join the LTD plan. It shall be a condition of employment for all employees who are presently in the LTD plan to remain members of the plan.
- 19.02 The cost of the premiums shall be paid 100% by the Employee.
- 19.03 The Plan will be administered by the Bargaining Unit. Premiums will be deducted through the payroll deduction process and forwarded by the Employer to the designated insurer under the payment schedule required by the insurer and approved by the Bargaining Unit.
- 19.04 The Bargaining Unit President will be informed when an Employee is absent due to illness for a period of fifteen (15) consecutive sick leave days.
- 19.05 The Employer agrees to hold the Employee's position, or a similar position in duties and salary, for a period of up to two (2) years while on LTD. After two years on Long-Term Disability, if medical opinion indicated that the Employee is permanently disabled, the Employee may be terminated. If, in the opinion of the physician(s) the Employee is not permanently disabled, the Employer may grant a leave of absence for a specific period of time.

ARTICLE 20 - WORKPLACE SAFETY INSURANCE

- 20.01 When an Employee has submitted a claim to the Workplace Safety & Insurance Board, the Employer will advance the Employee their salary as if they were at work, during the absence and the Employee's ~~accumulated~~ sick leave **allocation account** will be charged one (1) full day for each day absent until the Employee's ~~accumulated~~ sick leave **allocation** has expired or until the Workplace Safety & Insurance Board renders a decision, whichever comes first.
- 20.02 Should the Workplace Safety & Insurance Board allow the lost time, the Employee's ~~accumulated~~ sick leave **allocation account** will be adjusted within fifteen (15) working days of the Employer receiving written confirmation from the Workplace Safety & Insurance Board, to reflect the appropriate percentage top up not covered by the Workplace Safety & Insurance Allowance. The Workplace Safety & Insurance Allowance for such absence will be paid to the Employer. When the Employee's ~~accumulated~~ sick leave

allocation account has expired, the Workplace Safety & Insurance Allowance will be paid by the Workplace Safety & Insurance Board directly to the Employee and the Employee will be placed on an approved leave of absence, without pay. Fringe benefits will be provided for a period of one year with the employee paying his/her co-pay.

20.03 Should the Workplace Safety & Insurance Board deny the lost time, the Employee's ~~accumulated~~ sick leave **allocation account** will continue to be charged one (1) full day for each day absent until the Employee returns to work or until the Employee's ~~accumulated~~ sick leave **allocation account** has expired, whichever comes first. The amount of any advance paid to the Employee will be converted fully to sick leave salary, necessary to remit the Employee's federal income tax, employment insurance premiums, and Canada Pension Plan contributions.

20.04 Should the decision of the W.S.I.B. be reversed, the Employer will facilitate the reimbursement of sick leave credits and all other deductions within fifteen (15) days of the Employer receiving written confirmation from the Workplace Safety & Insurance Board.

Should the Employee's ~~accumulated~~ sick leave **allocation account** expire before the Workplace Safety & Insurance Board renders a decision and following consultation with the Bargaining Unit and the Employee, the Employer may place the Employee on a Leave of Absence without pay. Notwithstanding, fringe benefits will be available to the worker at their own cost.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 (a) Leave without loss of pay for five (5) working days shall be granted for bereavement in the immediate family which shall include:

Father	Brother	Stepmother	Son
Mother	Spouse (or equivalent)	Stepdaughter	Daughter
Sister	Stepfather	Ward	Stepson
Fiancé(e)			

(b) Leave without loss of pay for up to three (3) working days, shall be granted for bereavement in the immediate family which shall include:

Grandfather	Daughter-in-law
Grandmother	Son-in-law
Stepsister	Guardian
Stepbrother	Brother-in-law
Father-in-law	Sister-in-law
Mother-in-law	Grandchild

(c) Additional leave without loss of pay for up to two days shall be granted under (a) and (b) for travel time, only if such is required.

(d) Leave without loss of pay may be given for bereavement of aunt, uncle, niece, nephew or close personal friend subject to the conditions outlined in Article 22 -

Leave of Absence, 22.01 (a).

ARTICLE 22 - MISCELLANEOUS LEAVES

22.01 An Employee shall be entitled to leaves with pay and without loss of seniority for up to three (3) working days per school year for the following purposes and subject to the restrictions indicated:

- (a) Bereavement leave for aunt, uncle, niece, nephew or close personal friend as outlined in Article 21.01 (d) to a maximum of two (2) working days per school year.
- (b) Writing examinations, but not including preparation time, to a maximum of two (2) working days per school year.
- (c) Attendance at graduation ceremonies from a post-secondary institution when the Employee, Employee's spouse and/or children are recipients of a degree, to a maximum of one (1) working day per school year.
- (d) Leave to observe Religious Holy Days required by an Employee in addition to paid leave days provided in 22.06 below.

22.02 An Employee may be granted two (2) days parental leave without loss of pay, such day to be taken either at the time of birth or to help in the home upon arrival of a newborn or adopted child.

22.03 Personal Day

An Employee is entitled to be released to attend to an important personal matter, to a maximum of one day per school year. Arrangements for this day will be made through the Employee's immediate supervisor, or designate. A reason is not required to be given for this personal day.

22.04 Family Care Day

An Employee is entitled to leave without loss of pay and without deduction from the sick leave account for up to one day due to illness of father, mother, child or spouse until suitable nursing help may be obtained. An Employee may access up to two (2) additional days.

22.05 Jury Duty and Quarantine

The Employer shall grant a paid leave of absence with no deduction from the Sick Leave Account, without loss of benefits, experience or seniority, for the following reasons:

- a) During such a period that a member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a member's duties because of exposure to a communicable disease.
- b) During such period as a member is serving as a juror, or subpoenaed as a witness in any proceedings where a member is not a party and not charged with an offence provided that the payment the member receives from the court, exclusive of expenses, is turned over to the Employer.

22.06 Religious Days

Leave to observe religious holy days shall be granted as follows:

- (a) Only religious holy days which fall on a work day where the Employee is forbidden to work by the Employee's religion will be considered;
- (b) Employees advising of such religious holy days will give notice to the Supervisor;
- (c) Leave to observe religious holy days will be limited to a maximum of three (3) days per school year with pay and without deduction from the accumulated sick leave account. Days in excess of three (3) will be without pay except as otherwise provided in 22.01 (d) above.

ARTICLE 23 - PERSONAL LEAVE OF ABSENCE WITHOUT PAY

- 23.01 A member may be granted a leave of absence without pay, up to a maximum of two years.
- 23.02 Written application for such leave must be submitted to the supervisor for approval, two (2) months prior to the date on which the leave is to commence. A shorter notice will be accepted under unusual circumstances.
- 23.03 Such leave may be extended for an additional year. A member shall make the request for extension to their immediate Supervisor at least two (2) months prior to the expected commencement of the extension.
- 23.04 A Member on leave of absence may continue Group Life, Dental and Supplementary Health benefits provided that the Member pays 100% of the cost of such benefits during the leave of absence.
- 23.05 A member on leave for one (1) year or less shall return to their same position held at the time of the commencement of the leave, if it still exists, and if it does not, to a position following the lay-off and recall language.

A member on a leave for longer than one (1) year, shall assume an open position and receive the rate of pay of that position upon return from the leave.

ARTICLE 24 - PREGNANCY/PARENTAL LEAVE

- 24.01 Pregnancy/Parental Leave shall be granted as provided by The Employment Standards Act and the regulations established thereunder.
- 24.02 The Employer's share of contributions for benefits covered under this collective agreement shall be paid on behalf of the Employee for the statutory portion of the Pregnancy/Parental Leave.
- 24.03 The employee shall be returned to their original position if it still exists at the end of the pregnancy leave as provided by the Employment Standards Act, or to another position following the layoff and recall procedures if it does not exist.

ARTICLE 25 – STATUTORY LEAVES OF ABSENCE/SEB

25.01 Family Medical Leave or Critically Ill Child Care Leaves

- (a) Family Medical Leave or Critically Ill Child Care leaves granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- (b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- (c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- (d) Seniority and experience continue to accrue during such leave(s).
- (e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- (f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with (g) to (j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under STSWR's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- (g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- (h) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (i) The employee must provide STSWR with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

25.02 Compassionate Care Leave

For those Employees who qualify for Employment Insurance (EI) Compassionate Care Benefits, the employer will provide a Supplemental Benefit Plan:

- (a) For ~~the two (2)~~ a **one (1)** week waiting period during which time the member will

receive payments equivalent to 75% of the salary and allowances that would have been received had the employee not been on leave, this amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.

- (b) For up to ~~six (6)~~ **seven (7)** additional weeks, during normal work schedule time, the Employee will receive payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and 75% of the salary and allowances that would have been received had the employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.

ARTICLE 26 - UNION LEAVE

- 26.01 Leave of absence with pay and no loss of seniority or benefits shall be granted upon written notice, to Employees, who have been selected or appointed to represent the Bargaining Unit to a total of six (6) days per calendar year. Members on such leave shall be treated in all respects as if they were at work.
- 26.02 The Bargaining Unit's negotiating committee shall consist of up to two (2) members of the bargaining unit. The members shall be released from their work assignment to bargain and shall be treated in all respects as if they were at work during this time. There shall be no loss of salary or other benefits for these members and there shall be no reimbursement to the employer for their time spent negotiating.

ARTICLE 27 - RETIREMENT GRATUITY

- 27.01 Sick Leave Credit-Based Retirement Gratuities (where applicable)
 - 1. An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2016 except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
 - 2. If the Employee is eligible to receive a sick leave credit gratuity, upon the Employees' retirement, the gratuity shall be paid out at the lesser of,
 - (a) The rate of pay specified by the STSWR's system of sick leave credit gratuities that applied to the Employee on August 31, 2016; and
 - (b) The Employee's salary as of August 31, 2016.
 - 3. If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
 - 4. For greater clarity, all eligibility requirements must have been met as of August 31, 2016 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to, have been paid.

5. All employees who have not met all eligibility requirements as of August 31, 2016 will be paid as follows:

Non-Vested Retirement Gratuity for Employees

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2016. These employees shall be entitled to a Gratuity Wind-Up Payment as follows:

$$X \quad \times \quad Y/2 \quad \times \quad Z/10 \quad \times \quad 50\% \quad = \quad \text{Gratuity Wind-Up Payment}$$

X = 88% of employees daily rate (as of August 31, 2016)

Y = accumulated sick days (as of August 31, 2016)

Z = years of service (as of August 31, 2016)

For clarity, X, Y, and Z shall be defined in the 2008-2012 collective agreement or as per policy or practice of STSWR for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of September 2016.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 11/13 made under the EDUCATION ACT. It is agreed that all vested Retirement Gratuities are frozen as of August 31, 2016.

6. It is a condition of eligibility to receive sick leave credit gratuity that the Employee have ten (10) years of service as of August 31, 2016 with STSWR and its predecessors.

27.02 Other Retirement Gratuities

An Employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2016.

ARTICLE 28 - SENIORITY

- 28.01 (a) Seniority, as referred to in this Agreement, shall mean length of continuous service in an STSWR position in the employ of the Employer. For employees on staff as of June 17th, 2008 seniority shall include all seniority from the previous employer at the formation of the STSWR.

- (b) Where two (2) or more Employees are hired on the same date, seniority shall be determined by lot at the time of hire and employees shall be placed on the seniority list at that time dependent on the result of the lot.

28.02 The employer shall establish a seniority list for permanent members by start date showing each member's name, seniority date, hire date position and salary grade. The list shall be arranged from most senior to most junior.

Such list shall be brought up to date and sent to the Bargaining Unit Area Representative by October 1st each year and posted on the main shared drive.

28.03 Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting. Complainants shall be made by the member, stating the reasons for the appeal in writing, including all necessary documentation to the Supervisor, with a copy to the Bargaining Unit Area Representative. If no complaint is received within that time, then the list is deemed to be accurate.

28.04 If a member accepts a temporary assignment to a non-union position with the employer outside the bargaining unit, not to exceed twenty-four (24) months in duration, the member shall continue to accumulate seniority. Such member shall pay union and/or bargaining unit dues during the time of such assignment.

28.05 A member will continue to accumulate seniority under the following conditions:

- a) during an absence due to illness or injury;
- b) while on WSIB;
- c) while on an approved leave of absence as provided under this agreement;
- d) while working scheduled time (which includes vacations and holidays);
- e) while on a temporary transfer to a position outside of the bargaining unit as defined in 28.04.

28.06 A member will lose seniority standing under the following conditions:

- a) if the member terminates employment with the employer;
- b) if the member is discharged and such discharge is not reversed through the grievance/arbitration procedure or other legal procedure available to the member;
- c) if the member fails, after a layoff, to return to work within five (5) working days after the employer has given the member notice of recall by registered mail, unless an extension is granted by the employer due to an emergency or other reason;
- (d) if the member is laid off by STSWR and has exhausted all rights of recall under this agreement;
- (e) if the member accepts a permanent position with the employer outside the Bargaining Unit.

ARTICLE 29 - LAYOFF AND RECALL

- 29.01 A layoff shall be defined as the elimination of a position, or the reduction in hours of a position.
- 29.02 The employer agrees that when a decision is made to layoff, make a position redundant, close the consortium, the employer shall notify the Bargaining Unit President in writing, and each member affected by the layoff.
- 29.03 A member, permanent or probationary, who is to be laid off shall be given appropriate notice in accordance with the Employment Standards Act.
- 29.04 The following procedure shall be followed, in order, when a member has been declared redundant, had their hours reduced, or has been informed they shall be laid off:
- a) The least senior member in the category affected shall be the person declared redundant
 - b) The member shall be given the opportunity to be placed in a vacant position in the same category, and with the same number of hours, which they held, if none is available, then;
 - c) The member shall be offered a vacant position in the next lowest category with the same number of hours as the position they held for which they are qualified if there are none, then;
 - d) The member shall bump the least senior member in the next lowest category with less seniority which they are qualified with the equivalent number of hours to the position which they lost, if there are none, then
 - e) The member shall be declared laid off, and shall have their name placed on the recall list in order of seniority
- 29.06 Recall
- a) The employer shall recall members in order of seniority to a position for which they are qualified.
 - b) A member shall be entitled to the same hours they had prior to being laid off. If a member is recalled to a position of lesser hours, or lower category, they shall remain on the recall list for the balance of the hours held prior to layoff.
- 29.07 The member shall retain recall rights for a period of twenty-four (24) months.
- 29.08 A member shall be granted a reasonable training period when they are displaced into a new position, or are recalled to a new position.
- 29.09 If under these procedures a member is transferred to a position at a lower salary grade, the existing salary rate shall be red-circled for a period of up to two (2) years, or until the rate of pay for the position catches up to or supersedes that which the member is presently receiving. In such case the member shall no longer be red-circled. At the end of the two (2) year period the member shall then be paid at the maximum of the grade level of the position.
- 29.10 A member on layoff and subject to recall shall, for a period of twenty-four (24) months be given first consideration to perform supply work or to fill a temporary assignment within

the bargaining unit, provided they are qualified and capable of performing the duties. Any member performing such supply work shall have their recall rights extended for the period of time they are assigned to perform such work.

- 29.11 If the member is offered a half time position under recall, and decides to accept such position, they shall maintain their right of recall to another half time position, or to a full time position for the recall period.
- 29.12 If a member is recalled to the permanent staff from layoff within twenty-four (24) months of the date of layoff, the member's seniority and sick leave will be reinstated as if there was no interruption of service. Sick leave will be reinstated to the amount accumulated up to the date of layoff.
- 29.13 If a member is not recalled to a permanent position from layoff within twenty-four (24) months of the date of layoff, the employee will be entitled severance pay as per the Employment Standards Act.
- 29.14 If a member wishes to waive their recall rights in writing, the employee will be entitled to severance pay as per Employment Standards Act Section 16, comparable to an employer over 50 employees or with a payroll over \$2.5 million except that it shall be payable to all members regardless of their time employed, not to exceed the maximum allowable under the Employment Standards Act.
- 29.15 The employer shall not hire from outside the bargaining unit to fill future vacancies within the bargaining unit until all employees on layoff have been given the opportunity to be recalled.

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ARTICLE 30 - GRIEVANCE/ARBITRATION PROCEDURE

30.01 Definitions:

- (a) A grievance shall be defined as a dispute arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as:
 - (i) the Bargaining Unit
 - (ii) the Employer
- (c) "Days" shall mean regular work days unless otherwise indicated.

30.02 Informal Stage

A member or the Bargaining Unit Area Representative may initiate a complaint with the immediate supervisor outside of the Bargaining Unit within seven (7) days from the day the cause of the dispute became known, or reasonably ought to have been known. The Immediate supervisor shall answer the complaint in writing within ten (10) days after the receipt of the complaint.

30.03 Formal Stage - Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the immediate Supervisor has not been resolved.

(a) **Step 1**

Within ten (10) days following the reply of the Immediate Supervisor under the informal stage, the Bargaining Unit may initiate a written grievance to the General Manager. The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the Grievance Officer or designate of the Bargaining Unit

The General Manager, or designate, shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The General Manager, or designate, shall answer the grievance in writing within ten (10) days following the meeting.

30.04 Grievance Procedure - Party

In the case of all other grievances by a party to the Collective Agreement the party making the grievance shall take the following steps in sequence to resolve the matter:

(a) **Step 1**

The party making the grievance shall make a written grievance to the General Manager or President of the Bargaining Unit, as the case may be within five (5) days from the day the cause of the grievance became known or reasonably ought to have been known. The parties shall meet within 10 days from the receipt of the grievance. The General Manager or President of the bargaining unit shall answer the grievance in writing within five (5) days following the grievance meeting.

The written grievance shall contain:

- (i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the appropriate Officer or designate of the party.

(b) **Step 2**

If the reply of the President of the Bargaining Unit (or designate) or the General Manager (or designate), as the case may be, is not acceptable to the party making

the grievance, that party may then apply in writing for arbitration within twenty (20) days of the receipt of the reply.

Grievance Mediation

- 30.05 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- 30.06 The parties agree that the cost of the mediator shall be split equally between the parties.
- 30.07 The timelines outlined in the grievance procedure shall be frozen at the time the parties agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

Arbitration

- 30.08 The party desiring the arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. The party requesting arbitration shall provide the name(s) of an arbitrator in writing. The other party shall respond in writing with the name of the agreed to arbitrator within five (five) days. Should the Parties fail to agree upon an Arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

- 30.09 It is understood and agreed to that the arbitrator appointed pursuant to this article shall have the power, right, privileges, and jurisdiction or an arbitrator appointed pursuant to the provision of the Labour Relations Act of Ontario, but in no case shall the arbitrator be authorized to alter, modify, or amend any part of this agreement.
- 30.10 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.
- 30.11 Time restrictions may be extended if mutually agreed in writing.
- 30.12 There shall be no reprisals of any kind taken against any Member because of participation

in the grievance or arbitration procedure under this agreement.

- 30.13 No Bargaining Unit member who is summoned to be in attendance at any stage of the grievance/arbitration procedure shall be detrimentally affected with respect to any provision within this Collective Agreement. A member attending arbitration shall continue to receive their salary and be treated in all respects as if they are at work.

Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

ARTICLE 31 - NO STRIKES OR LOCKOUTS

- 31.01 The Bargaining Unit agrees that during the term of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout. "Strike" and "lockout" shall be as defined in the Labour Relations Act.

ARTICLE 32 - TRAVEL ALLOWANCE

- 32.01 Members shall be paid a travel allowance when required to travel on Employer business.
- 32.02 The travel allowance for bargaining unit members shall be paid according to the employer's policy. **(Administrative Procedure ADM-02-Staff Travel Expense)**

ARTICLE 33 - PERSONNEL FILES

- 33.01 The only recognized personnel file shall be that located with the General Manager or designate. A member shall have access to examine the personnel file upon prior arrangement with the General Manager or designate. A member may provide written approval for the file to be accessed, and materials copied, to their Union representative. Upon request, a member, or representative, shall be provided with a copy of material contained in such file.
- 33.02 The signature of a member on any document respecting the performance or conduct of that member shall be evidence of the receipt thereof.
- 33.03 Upon request of a member, any derogatory notations, disciplinary actions, written warnings or other similar documents that have been placed in a member's personnel file shall be removed from such file after thirty six (36) months from the time the documents were first put in the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period. Such information shall not be used against the member in order to demote, dismiss, discharge or discipline the member in any way nor shall it be used against the member in any arbitration.

ARTICLE 34 - TEMPORARY EMPLOYEES

- 34.01 Temporary Employee is an employee hired to replace a permanent or probationary employee who is absent due to illness, accident, approved leave of absence, or any other temporary reason for a period not exceeding twelve (12) months. The assignment may be extended after consultation with the bargaining unit.
- 34.02 Work hours for an individual hired during a period of heavy work load or for a special task assignment, hours of work shall be determined by the General Manager or designate.
- 34.03 A temporary employee shall be paid at Step 1 of the Grid for the position they hold, as outlined in Appendix "A". Said temporary employee shall move to the next grid step after 12 months of continuous employment in the same position.
- 34.04 A temporary position of three (3) months or more shall be posted as outlined in this agreement.
- 34.05 A temporary employee shall be a member of the bargaining unit and shall be covered by the following articles:
- | | |
|------------|---|
| Article 2 | Definitions |
| Article 3 | Recognition |
| Article 5 | Union Membership & Dues Checkoff |
| Article 6 | Management Rights |
| Article 13 | Hours of Work (13.01(b) &(c)) |
| Article 20 | Workplace Safety Insurance |
| Article 30 | Grievance/Arbitration Procedure |
| Article 32 | Travel Allowance |
| Article 34 | Temporary Employees |
| Article 37 | Health & Safety |
| Article 39 | Joint Return-to-work (39.01) |
| Schedule A | Pay Schedule (limited to starting salary for appropriate job class) |

ARTICLE 35 - EVALUATION

- 35.01 The primary purpose for the Employee evaluation procedure is to improve the performance of the individual. The evaluation document shall not be used as a discipline document.

ARTICLE 36 - GENERAL

- 36.01 All Letters of Agreement, Letters of Understanding, and Appendices shall form part of this agreement.

ARTICLE 37 - HEALTH & SAFETY

- 37.01 The employer agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health and Safety Act and Regulations.

ARTICLE 38 - PAY SCHEDULE

- 38.01 Members shall be paid according to Appendix A – Salary Schedule.
- 38.02 The members pay shall be deposited bi-weekly into the financial institution as provided by the employee on a form from the employer.
- 38.03 The members pay stub shall be delivered to the employee at their work location **or be made available electronically**.

ARTICLE 39 - JOINT RETURN-TO-WORK PROGRAM

- 39.01 The Parties agree to work co-operatively to facilitate all early and safe return-to-work for members of the Bargaining Unit in accordance with the Workplace Safety and Insurance Act and any other relevant legislation.
- 39.02 A Bargaining Unit Area Representative or designate shall be present at any meeting to deal with the accommodation of a member whether through Workplace Safety and Insurance, LTD, or any accommodation supported by medical documentation.

ARTICLE 40 - DURATION OF AGREEMENT

- 40.01 This Agreement shall be in effect from September 1, 2018 to August 31, 2022 and shall continue automatically thereafter from year to year unless either party notifies the other within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renew with, or without modifications of this agreement, in accordance with the Ontario Labour Relations Act.
- 40.02 The parties shall meet within fifteen (15) days of giving notice by either party for the purpose of entering into negotiations, or within such further period as the parties agree upon.

ARTICLE 41 - AMENDMENTS

- 41.01 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties. Any such revision for amendment shall not become effective until ratified by the Employer and the Union.
- 41.02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of the Collective Agreement which would have the effect of altering modifying any part of the Agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the Collective Agreement shall continue in effect

for the duration of the agreement.

ARTICLE 42 – CONTRACTING OUT

42.01 No Bargaining Unit Employee shall be laid off, or suffer a reduction in normally scheduled hours of work, as a result of the Employer contracting out any of its work or services.

Agreed to at Waterloo
For the Student Transportation Services
of Waterloo Region (STSWR) Inc.

Benoit Bourgault

Digitally signed by Benoit Bourgault
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email=benoit.bourgault@water.ca, c=CA
Date: 2022.04.19 16:57:10 -0400

Carol Day

For O.S.S.T.F. District 24

Niki Buder

Shawn Hibbs

Sue Carriero

Appendix A - Salary Schedule

The following schedule shall be the initial grid upon which the increases for this collective agreement are based:

A0

Temporary Clerical	Step 1	Employee returning for a 2 nd consecutive year	Employee returning for a 3 rd consecutive year	Employee returning for a 4 th consecutive year
Sept 1, 2018	\$18.54	\$18.83	\$19.15	\$19.47
Sept 1, 2019	\$18.73	\$19.01	\$19.34	\$19.67
Sept 1, 2020	\$18.92	\$19.20	\$19.53	\$19.86
Sept 1, 2021	\$19.29	\$19.59	\$19.93	\$20.26

A1

Executive Assistant					
	Step 1	Step 2	Step 3	Step 4	Step 5
Sept 1, 2018	\$22.69	\$24.08	\$25.45	\$26.83	\$28.20
Sept 1, 2019	\$22.92	\$24.32	\$25.71	\$27.09	\$28.48
Sept 1, 2020	\$23.15	\$24.56	\$25.96	\$27.36	\$28.77
Sept 1, 2021	\$23.61	\$25.05	\$26.48	\$27.91	\$29.34

A2

Transportation Technician					
	Step 1	Step 2	Step 3	Step 4	Step 5
Sept 1, 2018	\$25.42	\$26.96	\$28.49	\$30.04	\$31.79
Sept 1, 2019	\$25.68	\$27.23	\$28.78	\$30.34	\$32.11
Sept 1, 2020	\$25.93	\$27.50	\$29.06	\$30.64	\$32.43
Sept 1, 2021	\$26.45	\$28.05	\$29.65	\$31.25	\$33.08
MV	\$27.24	\$28.89	\$30.54	\$32.19	\$34.08

An additional market adjustment of 3% has been included effective September 1, 2021 for the Transportation Technician job classification.

A3

Senior Technician					
	Step 1	Step 2	Step 3	Step 4	Step 5
Sept 1, 2018	\$31.90	\$33.82	\$35.75	\$37.68	\$39.61
Sept 1, 2019	\$32.21	\$34.16	\$36.11	\$38.06	\$40.01
Sept 1, 2020	\$32.54	\$34.50	\$36.47	\$38.44	\$40.41
Sept 1, 2021	\$33.19	\$35.19	\$37.20	\$39.21	\$41.22

~~A0-NEW~~

Temporary Clerical	Step 1	Employee returning for a <u>2nd</u> consecutive year	Employee returning for a <u>3rd</u> consecutive year	Employee returning for a <u>4th</u> consecutive year
Sept 1, 2014	\$ 18.36	\$ 18.64	\$ 18.96	\$ 19.28

A1

Executive Assistant					
	Step 1	Step 2	Step 3	Step 4	Step 5
Sept 1, 2014	\$ 20.56	\$ 21.82	\$ 23.06	\$ 24.30	\$ 25.54
Sept 1, 2015	\$ 20.87	\$ 22.14	\$ 23.40	\$ 24.67	\$ 25.93
Sept 1, 2016	\$ 22.09	\$ 23.43	\$ 24.77	\$ 26.10	\$ 27.43
Sept 1, 2017	\$ 22.47	\$ 23.84	\$ 25.20	\$ 26.56	\$ 27.92

A2

Transportation Technician					
	Step 1	Step 2	Step 3	Step 4	Step 5
Sept 1, 2014	\$ 23.03	\$ 24.42	\$ 25.82	\$ 27.21	\$ 28.81
Sept 1, 2015	\$ 23.37	\$ 24.79	\$ 26.20	\$ 27.62	\$ 29.24
Sept 1, 2016	\$ 24.73	\$ 26.23	\$ 27.73	\$ 29.22	\$ 30.94
Sept 1, 2017	\$ 25.17	\$ 26.69	\$ 28.21	\$ 29.74	\$ 31.48

A3

Senior Technician					
	Step 1	Step 2	Step 3	Step 4	Step 5
Sept 1, 2014	\$ 28.90	\$ 30.64	\$ 32.39	\$ 34.14	\$ 35.89
Sept 1, 2015	\$ 29.33	\$ 31.10	\$ 32.88	\$ 34.65	\$ 36.42
Sept 1, 2016	\$ 31.04	\$ 32.91	\$ 34.79	\$ 36.67	\$ 38.54
Sept 1, 2017	\$ 31.58	\$ 33.49	\$ 35.40	\$ 37.31	\$ 39.22

A4 Grid Steps

The grid steps shown within the salary grid shall mean:

Step 1 – start

Step 2 – 6 months

Step 3 – 12 months

Step 4 – 18 months

Step 5 – 24 months

A member shall move to the next step on the grid after completion of each six (6) month period in the job excluding temporary employee(s).

~~A 4% market adjustment has already been included in the September, 2016 grid.~~

A member shall move to the next step on the grid after completion of each six (6) month period in the job excluding temporary employee(s).

A5 - PAYMENT OF SALARIES

A5.01 Grid Placement

- (a) All staff will be placed on the Salary Schedule identified in Appendix A, and shall proceed through their appropriate level on the basis of annual increments, calculated from the date of appointment to permanent staff in the position.
- (b) Upon appointment to a higher level position, the Employee will be placed on the Salary Schedule, at the new level, at least one full increment higher than their current salary.
- (c) Upon appointment to a lower level or similar level position, the Employee will be placed on the salary schedule at the level of the new position, at the same increment, retaining the increment date on their anniversary date. Staff who are moved to a lower level will retain the increment date from the higher level.
- (d) Employees returning to a lower level previously held, will at no time be placed at an increment lower than that which was previously held at the lower level.
- (e) Recognition for experience for placement on the grid may be granted at the time of hire to an employee for experience performing duties of the position to which they are hired. The experience granted shall not place an employee higher than step four (4) on the grid.
- (f) A temporary employee working less than 12 months shall be paid at step one of the grid for the position to which they are hired. A temporary employee working more than 12 months shall move to the next grid step after completing 12 months of continuous employment in the same position

A5.02 Temporary Transfers

Any Employee who is temporarily transferred to another position with full responsibility, in which the rate of pay is different from that in effect in such Employee's regular position, shall be paid while so employed as follows:

- (a) If the rate of pay in the position to which the Employee is transferred is less than the Employee's regular pay, the Employee shall receive their regular rate of pay.
- (b) If the rate of pay in the position to which the Employee is transferred is higher than the Employee's regular pay, the Employee will be placed on the Salary Schedule at the appropriate level, at least one full increment higher than the Employee's current salary.
- (c) The Employee increment date prior to the transfer will remain in effect throughout the term of the transfer. On the anniversary date, an annual increment will be applied to the Employee's new salary at the old level, to determine whether an increment adjustment at the new level is also required.
- (d) Any increase in salary as the result of being transferred temporarily, shall take effect after the Employee has completed three (3) working days in the temporary position and

will be paid retroactive to the first day.

LETTER OF AGREEMENT
Between
THE ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION
REPRESENTING
THE Employees of The Student Transportation Services of Waterloo Region (STSWR) Inc.
Of OSSTF District 24
And
The Student Transportation Services of Waterloo Region (STSWR) Inc.

Re: Professional Development

The employer agrees to continue current practice for professional development for its staff and will continue to pay registration fees for work related training and seminars. Training and seminars need to be pre-approved by the General Manager or his designate.

Agreed to at Waterloo, this 16th day of June, 2020.

For the Student Transportation Services
Of Waterloo Region (STSWR) Inc.

Benoit Bourgault

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Carol Day

For O.S.S.T.F. D24
STSWR

Nikki Buder

Shawn Hibbs
Sue Caniero

**LETTER OF AGREEMENT
Between**

O.S.S.T.F D24 EDUCATIONAL SUPPORT STAFF

And

**STUDENT TRANSPORTATION SERVICES OF WATERLOO REGION
(STSWTR) INC.**

Re: Job Security

- ~~1. There shall be no layoff, or reduction of hours, during the term of this agreement.~~
- ~~2. The Employer agrees not to contract any work or services that is presently performed or that could be performed, by members or the Bargaining Unit.~~
- ~~3. No member shall be laid off nor shall the Employer refuse to recall a laid off member owing to the use of Co-op students or volunteers in the workplace.~~
- ~~4. This letter or agreement shall expire on August 29, 2018.~~

Signed at Waterloo this 22nd day of July, 2016.

On behalf of the Student Transportation
Services of Waterloo Region (STSWR) Inc.

On behalf of O.S.S.T.F District 24

_____	_____
_____	_____
_____	_____

LETTER OF AGREEMENT

Between

**THE ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION
REPRESENTING**

**The Employees of The Student Transportation Services of Waterloo Region (STSWR) Inc.
Of OSSTF District 24**

And

The Student Transportation Services of Waterloo Region (STSWR) Inc.

Re: Benefits

Subject to Article 16.01, should the OSSTF Employee Life and Health Trust (ELHT) Benefit Plan cease to exist and be funded, the Employer will ensure a new benefit plan is established. It is agreed that the total Employer per Full Time Equivalent (FTE) monthly premium cost of such new benefit plan must fall within the per FTE Employer total monthly premium dollar amount expended for benefits in the month immediately preceding the implementation of the ELHT.

Agreed to at Waterloo, this 16th day of June, 2020.

For the Student Transportation Services
Of Waterloo Region (STSWR) Inc.

Benoit
Bourgault

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Shelly Karam
Carol Day

For O.S.S.T.F. D24
STSWR

Niki Buder

Shawn Hibbs
Sue Caniero

LETTER OF AGREEMENT

Between

**THE ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION
REPRESENTING**

**The Employees of The Student Transportation Services of Waterloo Region (STSWR) Inc.
Of OSSTF District 24**

And

The Student Transportation Services of Waterloo Region (STSWR) Inc.

Re: School Travel Planning Facilitators

Notwithstanding Article 42.01 Contracting Out, the parties agree that there will be a maximum of three (3) contracted School Travel Planning Facilitator positions excluded from the bargaining unit. One of these positions will be that of Supervisor of the School Travel Planning Facilitators.

Agreed to at Waterloo, this 16th day of June, 2020.

For the Student Transportation Services
Of Waterloo Region (STSWR) Inc.

Benoit Bourgault

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Sherry Hearn
Carol Day

For O.S.S.T.F. D24
STSWR

Niki Buder
Shawn Hibbs
Sue Caniero

CONVENTION COLLECTIVE

Entre

**LE SERVICE DE TRANSPORT FRANCOBUS
(ci-après appelé l'Employeur)**

et



**LA FÉDÉRATION DES ENSEIGNANTES ET DES
ENSEIGNANTS DES ÉCOLES SECONDAIRES DE
L'ONTARIO, Unité locale 58
(ci-après appelée le Syndicat)**

Date d'échéance : Le 31 août 2023

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ARTICLE 1 - DISPOSITIONS GÉNÉRALES

1.01 Objet et principes

1.01.01 L'objet et l'intention de la présente convention collective sont d'établir et de maintenir des rapports mutuellement satisfaisants entre les parties et d'énoncer les conditions de travail négociées et ratifiées par les parties.

1.01.02 Les parties adoptent le principe de la consultation dans leurs rapports afin de mieux promouvoir le mandat de l'Employeur ainsi que le bien-être et la sécurité des membres de l'Unité.

1.02 Modification de l'entente

1.02.01 L'Employeur s'engage à ne pas conclure d'entente écrite ou verbale avec un membre de l'Unité qui est en conflit avec les dispositions de la convention collective.

1.02.02 Toute modification jugée nécessaire à la présente convention collective doit faire l'objet d'une entente écrite dûment signée par les parties.

1.03 Définitions

1.03.01 Employeur : s'entend du Service de transport Francobus.

1.03.02 Employée ou employé : s'entend d'un membre de l'Unité embauché par l'Employeur pour occuper un emploi relevant de la compétence de l'Unité tel que stipulé à l'article 1.05 – *Reconnaissance syndicale*.

1.03.03 Employée ou employé permanent : s'entend d'un membre de l'Unité embauché pour combler un poste régulier (temps plein ou temps partiel) et qui a complété sa période probatoire.

1.03.04 Employée ou employé temporaire : s'entend d'un membre de l'Unité embauché :

- a) pour combler un poste temporaire créé pour une période n'excédant pas douze (12) mois. Cette période peut être prolongée par entente mutuelle des parties.
- b) pour remplacer une employée ou un employé permanent absent en congé autorisé en vertu des dispositions de l'article 6.

1.03.05 Poste régulier : s'entend d'un poste prévu dans l'allocation annuelle des postes telle que déterminée par l'Employeur.

1.03.06 Poste temporaire : s'entend soit

- a) d'un poste créé pour une période n'excédant pas douze (12) mois. Cette période peut être prolongée par entente mutuelle des parties;
- b) d'un poste vacant causé par un employé permanent absent en congé autorisé.

1.03.07 Poste à temps partiel : s'entend d'un poste à moins de vingt et une (21) heures par semaine.

1.03.08 Poste à temps plein : s'entend d'un poste à vingt et une (21) heures par semaine ou plus.

1.03.09 Jour ouvrable : s'entend du lundi au vendredi, excluant les jours fériés seulement.

1.03.10 Syndicat : s'entend de la Fédération des enseignantes et enseignants des écoles secondaires de l'Ontario (OSSTF/FEESO). À moins d'indication contraire, l'utilisation du terme « Syndicat » inclut le terme « Unité ».

1.03.11 Unité : s'entend l'Unité 58 du District 32 de la Fédération des enseignantes et des enseignants des écoles secondaires de l'Ontario (ci-après appelée l'Unité).

1.03.12 Superviseur immédiat : s'entend d'un individu non syndiqué désigné par l'Employeur.

1.03.13 Lieu de travail principal : s'entend du lieu de travail auquel la majorité du temps est assigné dans un poste.

1.04 Droits de la direction

Sous réserve des dispositions de la présente convention, l'Employeur se réserve le droit exclusif d'administrer et de gérer lui-même ses affaires et son personnel.

L'Employeur reconnaît que ses droits ne seront pas exercés de façon arbitraire, avec malice ou de mauvaise foi.

1.05 Reconnaissance syndicale

L'Employeur reconnaît le Syndicat comme l'agent négociateur exclusif et le seul représentant officiel pour tous les membres de l'Unité qui comprend tous les employés et employées de l'Employeur à l'exception :

- des superviseurs et des personnes au-dessus du rang de superviseur;
- des postes affectés au secteur des ressources humaines qui travaillent dans une capacité confidentielle en ce qui a trait aux relations de travail;
- des postes d'adjointes administratives et d'agents d'administration affectés au bureau de la direction de l'Employeur;
- de l'agent SAP - Rémunération, de l'analyste de la rémunération et du ou de la responsable de dossier – recrutement;
- des personnes employées dans le cadre de programmes commandités par le ministère de l'Éducation pour une durée n'excédant pas deux (2) ans et dont la rémunération est subventionnée à 50 % ou plus;
- des employées et employés en conciergerie (y compris les employées et employés affectés à l'entreposage et à l'entretien).

1.06 Adhésion et cotisations syndicales

1.06.01 Tout membre de l'Unité qui est membre du Syndicat lors de la signature de la présente convention collective demeure membre en règle comme condition d'emploi. Toute autre personne à l'emploi de l'Employeur ainsi que toute nouvelle personne embauchée pour assumer des tâches ou responsabilités pour les postes relevant de l'Unité tels que définis à l'article 1.05 - *Reconnaissance syndicale* devient membre du Syndicat suivant la ratification de la présente convention collective ou dès son embauche, selon le cas, et demeure membre en règle comme condition d'emploi.

1.06.02 L'Employeur prélève du salaire de chacun des membres de l'Unité, toutes les cotisations mensuelles dues au Syndicat, en vertu de la constitution et/ou des règlements de celui-ci et les remet mensuellement au plus tard le 15^e jour du mois suivant, au Syndicat.

1.06.03 L'Employeur prélève du salaire de chacun des membres toutes les cotisations spéciales dues au Syndicat. Toutefois, avant de prélever de telles cotisations, les parties s'entendent sur la méthode de déduction et de versement, la fréquence des déductions ainsi que toute autre question relativement à l'administration découlant des cotisations syndicales spéciales.

1.06.04 Une copie électronique des renseignements fournis au Syndicat avec les cotisations syndicales est envoyée simultanément à l'Unité. Le document contient les informations suivantes : nom, prénom, adresse, lieu de travail, salaire et les retenues effectuées pour chaque période de paie.

1.06.05 S'il y a un changement au prélèvement, le Syndicat doit donner un préavis officiel écrit au moins trente (30) jours civils avant la date de paie à laquelle le prélèvement des nouvelles retenues doit débiter.

1.06.06 Le Syndicat indemnise et dégage l'Employeur de toute responsabilité civile ou autre provenant de l'application du présent article.

1.07 Activités syndicales pendant les heures de travail

Sous réserve d'une autorisation expresse de la présente convention et/ou de l'Employeur, il est interdit de se livrer à la sollicitation d'adhésion à un Syndicat quelconque ou à la perception de cotisations syndicales, de taxes ou d'amendes ou à toute activité syndicale pendant les heures de travail.

1.08 Communication

1.08.01 L'Unité confirme à l'Employeur par écrit le nom et l'autorité détenue par chacun de ses délégués et désigne un délégué responsable de toute correspondance avec l'Employeur. À moins d'avis contraire par l'une ou l'autre des parties et sous réserve de la présente convention collective, toute correspondance entre l'Unité et l'Employeur se fait entre la présidence de l'Unité ou la personne déléguée et la direction ou la personne déléguée qui agit à titre de représentant désigné par l'Employeur à cette fin.

1.08.02 Dans ses rapports avec l'Employeur, l'Unité a le droit de faire appel à une représentante ou un représentant désigné par le Syndicat.

1.08.03 Les membres de l'Unité sont invités à consulter les politiques et directives administratives pertinentes.

1.09 Tableau d'affichage

L'Employeur met à la disposition du Syndicat un tableau d'affichage dans chaque lieu de travail. Le Syndicat s'abstient d'afficher des documents qui, de l'avis de l'Employeur, pourraient être considérés comme préjudiciables à ses intérêts.

1.10 Locaux pour rencontres syndicales

L'Employeur met à la disposition du Syndicat un ou des locaux pour ses rencontres, à condition que les locaux soient disponibles. Le Syndicat s'engage à rembourser l'Employeur les coûts directs additionnels, le cas échéant.

1.11 Livraison et communications

L'Employeur met à la disposition du Syndicat son système de communication, pour livrer au lieu de travail des membres de l'Unité des renseignements et des documents provenant du Syndicat. Le Syndicat s'abstient d'utiliser ce système pour la distribution de matériaux qui, de l'avis de l'Employeur, pourraient être considérés comme préjudiciables aux intérêts de l'Employeur. Le Syndicat s'engage à rembourser l'Employeur les coûts directs additionnels, le cas échéant.

1.12 Documentation à fournir au Syndicat

Dans la mesure où les données sont disponibles auprès de l'Employeur et peuvent être recueillies sans coûts additionnels, l'Employeur fournit à l'Unité une fois par année, au plus tard le 15 octobre, la liste des membres de l'Unité ainsi que les données suivantes :

- a) nom et prénom;
- b) classification d'emploi;
- c) lieu de travail ou type de congé;
- d) salaire horaire;
- e) taux d'affectation;
- f) date d'embauche au sein de l'unité;

Lors des négociations, en vue du renouvellement de la convention collective, l'Employeur fournit au Syndicat le sommaire de participation aux divers régimes d'assurance prescrits à la convention collective. On entend par sommaire, le nombre d'adhérents (célibataire et famille) ainsi que la prime applicable.

Tout document transmis à l'Unité en vertu du présent article est fourni en copie informatisée lorsque disponible.

Le Syndicat s'engage à respecter et à conserver le caractère confidentiel de tout renseignement personnel.

1.13 Distribution et impression de la convention collective

a) L'Employeur distribue de façon électronique, à l'intérieur d'un délai raisonnable, une copie de la convention collective à chaque membre de l'Unité. Le membre a le droit d'imprimer la convention collective au bureau.

b) Si l'individu devient membre de l'Unité pour la première fois, l'Employeur lui remet une copie électronique de la convention collective.

1.14 Comité mixte de consultation

1.14.01 Chaque partie nomme un maximum de deux (2) représentantes ou représentants à un comité de consultation mixte, sans pouvoir décisionnel. Le comité se rencontre au moins deux (2) fois par année et/ou au besoin, aux dates et aux heures qui conviennent

mutuellement aux membres du comité pour discuter de questions relevant des rapports entre les parties et de l'administration de la présente convention collective. Le comité peut faire des recommandations à l'Employeur et/ou au Syndicat. Les membres de l'Unité qui siègent au comité de consultation mixte ne subissent aucune perte de salaire pour le temps consacré aux rencontres du comité. Le comité peut inviter des personnes-ressources jugées nécessaires à l'étude d'un dossier quelconque.

1.14.02 Dans l'éventualité où le gouvernement du Canada ou de l'Ontario adopte ou modifie des lois ou règlements qui, selon l'une ou l'autre des parties, affectent les modalités de la présente convention collective, les parties conviennent de discuter des impacts, sur demande de la part de l'une ou l'autre des parties, dans des délais raisonnables.

1.15 Grève et lock-out

Il n'y aura ni grève ni lock-out pendant que la présente convention collective est en vigueur ou pendant la durée de validité prévue en cas de renouvellement. Les définitions de grève ou de lock-out sont celles de la *Loi sur les relations de travail* de l'Ontario.

1.16 Transport d'élève

Aucun membre de l'Unité n'est requis, dans l'exercice de ses fonctions, de transporter un ou des élèves dans sa voiture personnelle.

1.17 Dossiers personnels

1.17.01 Sur demande écrite, l'Employeur fournit au membre de l'Unité accès au dossier personnel du membre à un temps mutuellement convenu. Le membre peut obtenir copie de tout document contenu dans son dossier personnel.

1.17.02 Avec l'autorisation écrite du membre de l'Unité, le Syndicat peut consulter le dossier personnel de ce membre en présence de la personne désignée par l'Employeur.

1.17.03 Il est reconnu que les membres n'ont qu'un dossier personnel officiel. Les lettres d'attentes ne sont pas versées au dossier personnel.

1.18 Mesures disciplinaires

1.18.01 Aucun membre de l'Unité ne fera l'objet d'une mesure disciplinaire ou d'un congédiement sans que l'Employeur ait un motif valable. Pour l'application de la présente clause, les mesures disciplinaires incluent une réprimande, une suspension disciplinaire, une mutation disciplinaire ou une rétrogradation disciplinaire.

1.18.02 Toute mesure disciplinaire doit faire l'objet d'un avis écrit adressé au membre de l'Unité et contenant l'exposé des motifs, avec copie au Syndicat.

1.18.03 Le membre de l'Unité convoqué par l'Employeur à une rencontre où il est susceptible d'être assujéti à une mesure disciplinaire ou dans le cas d'une rencontre prévue au paragraphe 1.18.07 est avisé **de l'objet de la rencontre** et qu'il a le droit d'être accompagné d'une représentante ou d'un représentant syndical.

1.18.04 Le membre de l'Unité peut, dans les vingt (20) jours ouvrables suivant la réception d'une mesure disciplinaire déposer à son dossier personnel sa version des faits par

écrit. Pour les fins du présent paragraphe, « jour ouvrable » exclut les jours où le membre est en mise à pied temporairement.

- 1.18.05 Pendant une suspension sans rémunération d'une durée de vingt-cinq (25) jours ouvrables ou moins, le membre de l'Unité maintient ses avantages sociaux.
- 1.18.06 Pendant une suspension sans rémunération d'une durée de plus de vingt-cinq (25) jours ouvrables, le membre de l'Unité est avisé par écrit qu'il peut maintenir ses assurances collectives s'il rembourse l'Employeur.
- 1.18.07 Sauf dans le cas de congédiement basé sur une question de nature criminelle, toute décision finale de congédier un membre de l'Unité est précédée d'une rencontre entre l'Employeur, le membre et, à la demande du membre, le Syndicat. Au cours de cette rencontre, l'Employeur informe le membre des motifs de cette mesure. L'Employeur peut maintenir sa décision de congédier le membre si le membre refuse de participer à une telle rencontre ou s'il ne donne pas suite à la demande de l'Employeur.
- 1.18.08 Nonobstant les modalités de l'article 2 - *Procédure de grief et d'arbitrage*, le Syndicat peut soumettre un grief portant sur le congédiement d'un membre de l'Unité directement à l'arbitrage dans les trente (30) jours ouvrables de la réception de l'avis lui signifiant la décision finale de l'Employeur.
- 1.18.09 Toute mesure disciplinaire au dossier d'un membre de l'Unité est réputée nulle et sans effet deux (2) ans après son imposition à condition qu'aucune autre action disciplinaire pour récidive n'ait été déposée au dossier du membre au cours de cette période. À la demande du membre, toute documentation relative à cette mesure disciplinaire est retirée de son dossier. La présente clause ne s'applique pas aux mesures disciplinaires reliées à la violence ou une inconduite inacceptable face aux élèves.
- 1.18.10 Toute mesure disciplinaire déclarée nulle par l'Employeur ne peut être invoquée contre le membre de l'Unité; il en est de même de la mesure disciplinaire déclarée non fondée par une ou un arbitre et des faits à son origine.

1.19 Harcèlement en milieu de travail

- 1.19.01 Les parties à la présente convention collective reconnaissent le droit de tout employé :
 - a) d'être exempt de discrimination et de harcèlement dans le milieu de travail, en conformité avec le *Code des droits de la personne* de l'Ontario;
 - b) d'être protégé contre le harcèlement et la violence au travail conformément à la *Loi sur la santé et la sécurité au travail*.
- 1.19.02 L'Employeur accepte qu'aucune discrimination, intimidation, mesure de représailles ou harcèlement ne soit exercé par l'Employeur ou par ses représentants contre un membre en raison de l'exercice d'un droit que lui reconnaît la convention collective ou en raison de l'appartenance du membre à un Syndicat.

1.20 Antécédents criminels

- 1.20.01 En matière d'antécédents criminels, l'Employeur se conformera aux Lois et Règlements applicables en matière de protection des renseignements personnels ainsi qu'aux dispositions du Règlement 521/01 adopté sous l'autorité de la *Loi sur l'éducation*, tel qu'amendé.

1.20.02 L'Employeur s'assurera que tous les documents et les renseignements obtenus conformément au Règlement 521/01 de la *Loi sur l'éducation* sont conservés dans un emplacement sécuritaire et confidentiel. L'accès à ces dossiers sera limité à la direction de l'Employeur ou à la personne déléguée.

1.20.03 Aucun renseignement sur un employé obtenu conformément au Règlement 521/01 de la *Loi sur l'éducation* ne sera divulgué à des tierces parties par l'Employeur, sans l'autorisation écrite de l'employé concerné.

1.21 Évaluation des compétences professionnelles

L'évaluation des compétences professionnelles s'inscrit dans un processus de formation continue qui contribue à l'amélioration de la qualité et de l'efficacité du travail ainsi qu'à l'amélioration du rendement au travail du membre. L'Employeur se réserve le droit d'évaluer les compétences professionnelles des membres de l'Unité selon l'encadrement qui suit :

1.21.01 L'évaluation est complétée par la ou le superviseur immédiat selon les critères relatifs au poste évalué, connus et élaborés sur un formulaire à cette fin.

1.21.02 Dans le cas d'une visite au lieu de travail du membre pour fin d'évaluation des compétences professionnelles, le superviseur immédiat avise le membre au plus tard quarante-huit (48) heures précédant la visite d'évaluation.

1.21.03 Une rencontre d'évaluation est tenue avec le membre visé par l'évaluation afin de discuter du contenu du rapport.

1.21.04 Le membre signe le rapport d'évaluation pour signifier que celui-ci a pris connaissance du rapport. Un espace est prévu au rapport pour que le membre puisse y ajouter ses commentaires. Une copie du rapport d'évaluation est remise au membre.

1.21.05 Le membre peut, dans un délai maximal de trois (3) jours ouvrables suivant la date à laquelle il a reçu une copie du rapport, annexer par écrit ses commentaires.

1.21.06 Le rapport d'évaluation, y compris les commentaires du membre le cas échéant, est déposé dans le dossier personnel du membre de l'Unité.

1.22 Création de classification d'emploi et de poste

L'Employeur s'engage à consulter l'Unité avant de créer une nouvelle classification d'emploi ou de créer un nouveau poste.

1.23 Qualifications et programme d'apprentissage

1.23.01 Le membre de l'Unité qui ne détient pas les qualifications requises dans son poste au moment de l'embauche peut être tenu de poursuivre, à la discrétion de l'Employeur, un plan de formation en vue d'obtenir les qualifications et l'article 7.08 - *Formation et/ou perfectionnement* de la convention collective ne s'applique pas.

1.23.02 Le plan est établi par l'Employeur en consultation avec le membre de l'Unité et le Syndicat. Dans des circonstances exceptionnelles, l'Employeur peut accepter des modifications au plan de formation et ce, à la demande du membre de l'Unité.

1.23.03 Pendant que le membre poursuit son plan de formation, il est réputé détenir les qualifications minimums du poste pour l'application de toutes dispositions de la convention collective.

1.23.04 L'emploi du membre de l'Unité qui ne respecte pas ses obligations en vertu du plan de formation est réputé prendre fin et son ancienneté est annulée.

ARTICLE 2 - PROCÉDURE DE GRIEF ET D'ARBITRAGE

2.01 Définitions

2.01.01 Grief : le grief est une plainte, déposée par écrit, conformément aux dispositions du présent article, au sujet de toute mécontentement relative à l'interprétation, à l'application, à l'administration ou à la présumée violation de la présente convention collective.

2.01.02 Grief de principe : grief déposé initialement à la deuxième étape par l'Employeur, l'Unité ou le Syndicat portant sur une interprétation de la convention collective.

2.01.03 Grief de l'Employeur : grief déposé initialement à la deuxième étape par l'Employeur à l'effet que le Syndicat ou un ou plusieurs de ses membres ne respectent pas les obligations qui leur incombent selon la présente convention collective.

2.01.04 Grief individuel : grief déposé initialement à la première étape et affectant un membre de l'Unité et qui reçoit l'appui du Syndicat à toutes les étapes du règlement des griefs et d'arbitrage.

2.01.05 Grief collectif : grief déposé initialement à la première étape et affectant plus d'un membre de l'Unité et qui reçoit l'appui du Syndicat à toutes les étapes du règlement des griefs et d'arbitrage.

2.01.06 Plaignant : le plaignant est l'Employeur, l'Unité ou le Syndicat, selon le cas.

2.02 Règlement de différend

2.02.01 Les modalités qui suivent ne s'appliquent pas à un grief de principe ou d'Employeur.

2.02.02 Il est fortement recommandé que tout membre ayant une plainte relativement à l'interprétation, à l'application ou à la prétendue violation de cette convention en discute avec son superviseur immédiat après avoir pris connaissance de l'incident donnant lieu à la plainte.

2.02.03 Le superviseur immédiat doit rendre une décision au membre dans les cinq (5) jours ouvrables qui suivent la discussion précitée.

2.02.04 Un superviseur immédiat ne peut rendre une décision qui est en conflit ou en contradiction avec les modalités de la convention collective.

2.02.05 Par suite de la décision du superviseur immédiat ou dans l'absence d'une décision de la part du superviseur immédiat dans le délai prescrit au paragraphe 2.02.03, un grief peut être déposé selon les modalités du présent article.

2.02.06 En tout temps au cours du processus de règlement de différend, le membre peut consulter son Syndicat. De même, le superviseur immédiat peut consulter l'Employeur.

- 2.03 Un grief doit être déposé dans les vingt (20) jours ouvrables suivant la date de l'incident donnant lieu au grief ou, le cas échéant, de la décision du superviseur immédiat rendue conformément au paragraphe 2.06 - *Règlement de différend*.
- 2.04 Le grief est déposé en mains propres ou par courrier électronique, auprès de la représentante ou du représentant désigné par la partie recevant le grief. Le grief porte le nom de la représentante ou du représentant du plaignant et précise :
- a) le type de grief;
 - b) la ou les dispositions de la convention collective visées par le grief, en précisant l'article ou le paragraphe;
 - b) les faits sur lesquels le grief est fondé;
 - c) la réparation recherchée; et
 - d) le nom du ou des membres de l'Unité affectés, le cas échéant.
- 2.05 L'omission d'une étape ou plus de la procédure de grief est permise et les délais prescrits peuvent être prolongés si les parties y consentent par écrit.
- 2.06 La ou le délégué syndical ne subit aucune perte de salaire pour le temps qu'il consacre aux enquêtes requises par la procédure de grief et d'arbitrage à la condition qu'il en demande et obtienne la permission de sa superviseuse ou son superviseur immédiat, lequel ne peut refuser cette permission de manière déraisonnable.
- 2.07 Procédure de grief :

Première étape

- 2.07.01 Dans le cas d'un grief individuel, le grief est déposé auprès de la superviseuse ou du superviseur immédiat. La ou le superviseur immédiat ou la ou le représentant de l'Employeur doit, dans les vingt (20) jours ouvrables suivant la réception du grief, faire parvenir sa décision écrite au plaignant.
- 2.07.02 Dans le cas d'un grief collectif déposé par le Syndicat, le grief est déposé auprès de la superviseuse ou du superviseur immédiat. La direction de l'Employeur ou la personne déléguée doit, dans les vingt (20) jours ouvrables suivant la réception du grief, faire parvenir sa décision écrite au plaignant.

Deuxième étape

- 2.07.03 Dans le cas d'un grief de principe déposé par le Syndicat, le grief est déposé auprès de la direction de l'Employeur. La direction de l'Employeur ou la personne déléguée doit, dans les vingt (20) jours ouvrables suivant la réception du grief, faire parvenir sa décision écrite au plaignant.
- 2.07.04 Dans le cas d'un grief de principe déposé par l'Employeur ou d'un grief de l'Employeur, le grief est déposé auprès de la présidence de l'Unité. La présidence de l'Unité ou sa déléguée ou son délégué doit, dans les vingt (20) jours ouvrables suivant la réception du grief, faire parvenir sa décision écrite au plaignant.
- 2.07.05 À défaut d'un règlement à la première étape dans le cas d'un grief individuel ou d'un grief collectif, le plaignant dispose de dix (10) jours ouvrables suivant la réception de la décision à la première étape pour soumettre le grief à la direction de l'Employeur. La

direction de l'Employeur ou la personne déléguée doit, dans les dix (10) jours ouvrables suivant la réception du grief, faire parvenir sa décision écrite au plaignant.

2.07.06 L'une ou l'autre des parties peut demander qu'une rencontre soit tenue lorsqu'un grief est soumis à la deuxième étape. Si les parties conviennent de se rencontrer, la rencontre est tenue et la décision écrite est donnée dans les délais prévus au paragraphe 2.07.03, 2.07.04 ou 2.07.05. Là où le délégué syndical ne subit aucune perte de salaire pour le temps qu'il consacre à la rencontre.

2.08 Tout grief auquel un suivi n'est pas accordé conformément à la procédure prévue à cette fin et dans les délais prescrits sera réputé abandonné et ne pourra faire l'objet d'arbitrage. Si la partie contre laquelle le grief est déposé ne respecte pas les délais prescrits, le plaignant sera libre de soumettre son grief à l'étape suivante de la procédure.

2.09 Procédure d'arbitrage :

2.09.01 Si le grief n'est pas résolu, le plaignant peut soumettre le grief à l'arbitrage dans les vingt (20) jours ouvrables de la réception de sa réponse à la deuxième étape ou de la date prévue pour la réception de cette réponse, faute de quoi le grief est réputé abandonné. Les parties doivent, dans les vingt (20) jours ouvrables suivant la soumission à l'arbitrage, s'entendre par écrit sur le choix de l'arbitre ou demander au ministère du Travail de faire cette sélection.

2.09.02 Chaque partie paiera ses frais de comparution devant l'arbitre ainsi que les frais de sa représentante ou de son représentant. Les deux (2) parties se partageront, en parts égales, les dépenses de l'arbitre unique.

2.09.03 L'arbitre ne pourra, en vertu de sa décision, ajouter, annuler, modifier ou amender une disposition quelconque de la présente convention collective. Il n'aura compétence que pour régler les litiges qui découlent de l'interprétation, de l'application, de l'administration ou de la présumée violation de la présente convention collective.

ARTICLE 3 - DISPOSITIONS RELATIVES À L'ANCIENNETÉ

3.01 Définition d'ancienneté :

Seulement les employées et employés permanents peuvent accumuler de l'ancienneté. L'ancienneté inclut la période entière de son emploi continu au sein de l'Unité, incluant l'emploi dans les postes temporaires au sein de l'Unité, auprès de l'Employeur.

3.02 Les mises à pied qui se limitent à la période de fermeture d'été, le congé de mars ou le congé de Noël n'interrompent pas la période d'emploi continu pour l'application de l'article 3.01.

3.03 Dans le cas où il y a égalité dans l'ancienneté reconnue à deux (2) ou à plusieurs membres de l'Unité, le bris d'égalité se fait à partir d'une détermination au hasard en utilisant un logiciel qui génère un nombre aléatoire pour chaque membre de l'Unité. L'ordre du rang d'ancienneté du membre de l'Unité est déterminé selon l'ordre croissant des nombres générés. L'exercice se fait en présence d'une représentante ou d'un représentant de l'unité, soit en personne ou par vidéoconférence. Le rang déterminé suite à ce tirage au sort est réputé définitif et permanent.

3.04 L'ancienneté d'un membre de l'Unité continue de s'accumuler pendant un congé autorisé, incluant les congés scolaires ainsi que pour la période de rappel, le cas échéant.

3.05 Fin d'ancienneté

L'emploi du membre de l'Unité est réputé prendre fin et son ancienneté est annulée lorsque le membre :

- a) met fin à son emploi pour une raison quelconque (par exemple : démission, retraite, etc.);
- b) est mis à pied et la période de rappel est épuisée;
- c) est employé (ou autrement rémunéré) pendant une absence attribuée à la maladie, sans l'autorisation préalable de l'Employeur;
- d) accepte un poste régulier hors de l'Unité au sein de l'Employeur pour une durée de plus de trois (3) mois;
- e) accepte un poste temporaire hors de l'Unité au sein de l'Employeur pour une durée de plus d'un (1) an;
- f) s'absente du travail pendant trois (3) jours ouvrables ou plus et néglige d'en informer l'Employeur dans les trois (3) premiers jours de cette absence sauf s'il est démontré que cette négligence est attribuable à des circonstances exceptionnelles et indépendantes de sa volonté;
- g) s'absente de son travail sans motif valable pendant plus de (3) jours ouvrables consécutifs. À la demande de l'Employeur, l'employé devra soumettre une justification pour son absence;
- h) refuse un rappel ou n'entre pas en fonction à la date prévue à un poste régulier selon les dispositions de l'article 4.07.05 sauf s'il est démontré que cette négligence est attribuable à des circonstances exceptionnelles et indépendantes de sa volonté;
- i) est congédié pour des motifs valables autres que ceux spécifiés ci-haut et dont l'emploi n'est pas restitué par une décision arbitrale;
- j) ne respecte pas les obligations en vertu d'un plan de formation tel que stipulé à l'article 1.23 – *Qualifications et programme d'apprentissage* de la convention collective sauf s'il est démontré que cette négligence est attribuable à des circonstances exceptionnelles et indépendantes de sa volonté.

Sauf pour les motifs évoqués précédemment, l'ancienneté d'un membre de l'Unité continue de s'accumuler.

3.06 Liste d'ancienneté :

Une liste d'ancienneté contenant l'ensemble des classifications est préparée. La liste d'ancienneté précise pour chaque membre de l'Unité :

- Le rang d'ancienneté ;
- Le nom et prénom ;
- La classification ;
- Le lieu de travail principal ;
- La date d'ancienneté ;
- La date d'échéance de son droit de rappel.

3.07 Affichage de la liste d'ancienneté

3.07.01 Affichage - liste préliminaire d'ancienneté

Avant le 1^{er} mars de chaque année, l'Employeur affiche dans chaque lieu de travail, avec copie à la présidence de l'Unité ou sa ou son délégué, la « liste préliminaire d'ancienneté ».

3.07.02 Demande de correction - ancienneté

Avant le 1^{er} avril de chaque année, le membre de l'Unité doit aviser par écrit l'Employeur de toute correction à apporter à son classement, accompagnée des attestations et autres pièces justificatives relatives à la correction recherchée. Les corrections recherchées se limitent aux changements de circonstances qui ont eu lieu et qui ont affecté le membre en question, depuis l'affichage de la liste de l'année précédente. L'analyse de tout dossier pour les fins de cet article sera faite par le Syndicat et l'Employeur.

3.07.03 Avis aux membres

Avant le 1^{er} mai de chaque année, l'Employeur avise par écrit le membre et l'Unité de la décision relative à la correction recherchée. Dans le cas d'un refus d'effectuer la correction, l'Employeur fournit par écrit les motifs de sa décision.

3.07.04 Affichage - liste finale d'ancienneté

Avant le 15 mai de chaque année, l'Employeur affiche dans chaque lieu de travail, avec copie à l'Unité, la « liste finale d'ancienneté ». La liste révisée est définitive pour la reconnaissance de l'ancienneté jusqu'à la parution de la nouvelle liste finale. Toute correction demandée suite à l'affichage de la liste finale ne sera pas considérée pendant l'année courante. Le membre devra soumettre la correction lors de l'affichage de la liste préliminaire de l'année suivante.

3.08 Période probatoire

3.08.01 Pendant les six (6) premiers mois de son emploi dans un poste régulier, le membre de l'Unité sera en période probatoire. La période de six (6) mois est calculée sans compter les absences du membre. Chaque journée ouvrable d'absence du membre prolongera la période de 6 mois d'une journée ouvrable.

3.08.02 Pour mettre fin à l'emploi d'un membre pendant la période probatoire, il y a motif valable dans la mesure où la décision n'a pas été prise de mauvaise foi, avec malice ou de façon arbitraire.

3.08.03 Le membre de l'Unité n'accumule pas d'ancienneté pendant sa période probatoire. Après avoir complété avec succès celle-ci, l'ancienneté est reconnue rétroactivement à partir de sa plus récente date d'embauche.

3.08.04 La période probatoire d'un membre de l'Unité peut être prolongée par entente mutuelle des parties

3.09 Période d'adaptation

3.09.01 Pendant les trois (3) premiers mois de son emploi suite à son affectation à l'intérieur d'une nouvelle classification, le membre de l'Unité sera en période d'adaptation. La période de trois (3) mois est calculée sans compter les absences du membre de plus de vingt (20) jours ouvrables.

3.09.02 Advenant le cas où le membre de l'Unité ne satisfait pas aux exigences du poste, l'Employeur peut mettre fin à la période d'adaptation et retourner le membre à son poste précédent. Pour mettre fin à la période d'adaptation d'un membre, l'Employeur reconnaît qu'il ne peut agir de mauvaise foi, avec malice ou de façon arbitraire.

- 3.09.03 Avec un avis écrit à l'Employeur, le membre de l'Unité peut mettre fin à sa période d'adaptation et retourner à son poste précédent. Le retour à son poste précédent se fait à l'intérieur d'un délai de vingt (20) jours ouvrables de la date de l'avis écrit, à une date fixée par l'Employeur.
- 3.09.04 Si le poste précédent n'existe plus, le membre de l'Unité sera réputé excédentaire et les modalités de l'article 4.02 - *Processus de mise à pied* de la présente convention collective s'appliquent.
- 3.09.05 Le membre de l'Unité et l'Employeur peuvent, par entente mutuelle, confirmer l'assignation du nouveau poste avant la fin de la période d'adaptation. Une lettre à cette intention sera envoyée à la présidence de l'Unité.
- 3.09.06 Le poste laissé vacant par le membre de l'Unité en période d'adaptation peut être comblé par une ou un employé temporaire pour la durée de la période d'adaptation. À la fin de la période d'adaptation, le poste sera affiché conformément aux modalités de l'article 4.05 - *Processus d'affichage de poste* ou 4.06 – *Poste vacant de douze (12) mois ou moins* de la présente convention.
- 3.09.07 En cas d'application de la clause 3.09.02 ou 3.09.03, il n'y a aucune perte d'ancienneté et le membre de l'Unité sera rémunéré au taux horaire qu'il gagnait immédiatement avant son changement d'affectation. Tout autre membre de l'Unité déplacé à la suite de cette affectation sera également retourné à son ancien poste, à l'ancien taux horaire et sans perte d'ancienneté. Si le poste n'existe plus, le membre sera réputé excédentaire et les modalités de l'article 4.02 - *Processus de mise à pied* s'appliquent. Cette succession d'étapes peut entraîner la mise à pied d'un membre de l'Unité ou la résiliation d'emploi d'un membre de l'Unité en période probatoire.

ARTICLE 4 - Processus de dotation

4.01 Processus de mise à pied

Étape 1 : Postes vacants

Un membre de l'Unité détenant de l'ancienneté qui est déclaré excédentaire ou qui est déplacé par un autre membre de l'Unité détenant plus d'ancienneté doit combler un poste vacant :

- dans sa classification;
- sans modification quant au nombre de semaines/année et d'heures/semaine travaillées;
- avec un statut de poste régulier.

Si le membre de l'Unité refuse le poste qui lui est assigné, celui-ci sera considéré comme ayant démissionné sans préavis.

Étape 2 : Supplantation

Si aucun poste vacant n'est disponible, le membre de l'Unité détenant de l'ancienneté qui est déclaré excédentaire ou qui est déplacé par un autre membre de l'Unité détenant plus d'ancienneté doit supplanter le membre de l'Unité :

- détenant le moins d'ancienneté;
- dans sa classification;

- sans modification quant au nombre de semaines/année et d'heures/semaine travaillées;
- avec un statut de poste régulier.

Si le membre de l'Unité refuse le poste qui lui est assigné, celui-ci sera considéré comme ayant démissionné sans préavis.

Étape 3 : Choix parmi les options suivantes

Si aucun poste n'a été attribué, le membre de l'Unité détenant de l'ancienneté qui est déclaré excédentaire ou qui est déplacé par un autre membre de l'Unité détenant plus d'ancienneté peut choisir l'une des options suivantes :

- soit accepter un poste vacant :
 - dans sa classification.
- soit déplacer le membre de l'Unité :
 - détenant le moins d'ancienneté;
 - dans sa classification;
 - sans modification quant au nombre de semaines/année et d'heures/semaine travaillées;
 - avec un statut de poste régulier.
- soit déplacer le membre de l'Unité :
 - détenant le moins d'ancienneté;
 - dans sa classification;
 - avec réduction quant au nombre de semaines/année et d'heures/semaine travaillées;
 - avec un statut de poste régulier.
- soit accepter un préavis de mise à pied et voir son emploi prendre fin à la suite de ce préavis. Le préavis est calculé comme suit :
 - moins de cinq (5) ans d'ancienneté : quatre (4) semaines de préavis;
 - cinq (5) ans d'ancienneté mais moins de six (6) ans d'ancienneté : cinq (5) semaines de préavis;
 - six (6) ans d'ancienneté mais moins de sept (7) ans d'ancienneté : six (6) semaines de préavis;
 - sept (7) ans d'ancienneté mais moins de huit (8) ans d'ancienneté : sept (7) semaines de préavis;
 - huit (8) ans d'ancienneté et plus : huit (8) semaines de préavis.

À cette étape-ci, le membre de l'Unité doit fournir une réponse écrite à la direction de l'Employeur dans les trois (3) jours ouvrables de la réception de l'avis énumérant les choix possibles.

Si le membre de l'Unité ne fournit pas une réponse écrite à la direction de l'Employeur dans les délais prévus au paragraphe précédent, celui-ci sera considéré comme ayant accepté un préavis de mise à pied.

Autres considérations :

Le membre de l'Unité qui est mis à pied pendant une fermeture temporaire du bureau de l'Employeur n'est pas réputé avoir été déclaré excédentaire pour les fins du présent article.

Les membres de l'Unité d'une même classification qui sont assignés à un même lieu de travail principal, seront déclarés excédentaires, le cas échéant, en ordre inverse d'ancienneté.

Lorsque plus d'un membre de l'Unité est déclaré excédentaire en même temps, le membre détenant le plus d'ancienneté est le premier à exercer ses droits selon les dispositions du présent article. Les droits

des autres membres déclarés excédentaires seront ensuite exercés selon l'ordre d'ancienneté des membres affectés.

Il n'y a aucun déplacement d'un autre membre de l'Unité dans une classification de niveau de salaire supérieur ni à un poste ayant un nombre de mois/année et/ou d'heures/semaine supérieurs.

Aux fins d'application du présent article, un membre de l'Unité qui déplace un autre membre dans une autre classification n'a pas droit à la période d'adaptation telle que prévue à l'article 3.09 - *Période d'adaptation*.

4.02 Modification du taux d'affectation

4.02.01 Le membre de l'Unité qui subit une réduction de son taux d'affectation peut à son choix, soit conserver son poste réduit ou exercer tous les droits d'un membre déclaré en mise à pied selon les dispositions de l'article 4.01 - *Processus de mise à pied*.

4.02.02 Un poste régulier qui subit une augmentation permanente de son taux d'affectation est affiché selon les dispositions de l'article 4.05 - *Processus d'affichage de poste*. Le membre de l'Unité qui subit une augmentation de son taux d'affectation peut faire demande pour le poste ou exercer tous les droits d'un membre déclaré en mise à pied selon les dispositions de l'article 4.01- *Processus de mise à pied*.

4.02.03 Le membre de l'Unité qui subit une modification de son taux d'affectation reçoit six (6) semaines de préavis avant l'entrée en vigueur du nouvel horaire.

4.03 Retour d'une absence ou d'un congé autorisé

4.03.01 Selon la durée de l'absence ou du congé autorisé, l'Employeur comble le poste selon les dispositions de l'article 4.05 - *Processus d'affichage de poste* ou 4.06 - *Poste vacant de douze (12) mois ou moins*, le cas échéant.

4.03.02 Au terme de son absence ou de son congé autorisé, le membre de l'Unité reprend son poste dans son lieu de travail à condition que celui-ci n'ait pas été aboli. Au retour du membre en absence ou en congé autorisé, si le remplaçant est un employé permanent, le remplaçant sera réputé excédentaire et les modalités de l'article 4.02 - *Processus de mise à pied*, de la présente convention s'appliquent.

4.03.03 Si le poste n'existe plus à son retour, le membre de l'Unité sera réputé excédentaire et les modalités de l'article 4.02 - *Processus de mise à pied* s'appliquent au membre.

4.04 Processus d'affichage de poste

4.04.01 Sous réserve de l'article 4.07 - *Processus de rappel*, un poste que l'Employeur décide de combler sera affiché dans un délai raisonnable. En attendant les résultats de l'affichage d'un poste vacant, le poste peut être comblé de manière temporaire à la discrétion de l'Employeur.

4.04.02 L'Employeur affiche dans le lieu de travail et sur le site Web (www.francoabus.ca) pendant au moins cinq (5) jours ouvrables tout poste régulier ou tout poste temporaire qui est vacant pour une période préétablie de plus de douze (12) mois. Les membres de l'Unité qui désirent postuler doivent faire parvenir à l'Employeur leur candidature selon les modalités prévues à l'affichage, et ce avant la date prévue pour la fermeture.

4.04.03 L'annonce de poste précise entre autres, les renseignements suivants :

- a) La classification;
- b) Le lieu de travail principal;
- c) La date prévue d'entrée en fonction;
- d) Si le poste est temporaire, la durée prévue du poste (si connue);
- e) Le nombre d'heures par semaine et le nombre de semaines par année;
- f) L'échelle salariale ou le taux horaire;
- g) Un sommaire des responsabilités;
- h) Les qualifications/exigences requises.

4.04.04 L'Employeur contacte les membres de l'Unité au moins trois (3) jours ouvrables avant l'entrevue de sélection, s'il y a lieu. Le membre de l'Unité est responsable de fournir à l'Employeur les coordonnées où il peut être rejoint, et ce, tel qu'indiqué dans son curriculum vitae. L'Employeur n'est pas tenu responsable si le membre de l'Unité ne répond pas à la communication.

4.04.05 Lorsqu'un membre permanent de l'Unité fait demande pour un poste dans sa classification, il est reconnu qualifié et n'est pas tenu de passer d'entrevue ou de test de français.

4.04.06 Lorsque l'Employeur comble un poste affiché, il tient compte :

- a) de l'ancienneté des membres de l'Unité qui postulent;
- b) des exigences, des connaissances et de la formation des candidats;
- c) lorsque l'Employeur juge que deux (2) candidats sont équivalents selon les critères identifiés au paragraphe b), l'Employeur donnera préférence au membre de l'Unité qui détient le plus d'ancienneté.

4.04.07 Les employés permanents et temporaires et ceux en période probatoire ont le droit de faire demande pour un poste affiché à l'interne. Si, de l'avis de l'Employeur, aucun candidat qui est un employé permanent ne répond aux critères lors des processus d'affichage interne et de rappel au travail (article 4.07), l'Employeur considère les candidatures d'employés temporaires et d'employés en période probatoire ayant fait demande pour le poste affiché. L'Employeur retient la candidature d'un employé temporaire ou d'un employé en période probatoire à sa seule discrétion, sauf que sa discrétion ne peut être exercée de mauvaise foi, avec malice ou de façon arbitraire. L'employé en période probatoire dont la candidature est retenue recommence sa période probatoire lors de son entrée en poste. Si aucun candidat interne n'est retenu, l'Employeur se réserve le droit d'afficher le poste à l'extérieur de l'Unité et d'embaucher un individu qui n'est pas membre de l'Unité. Lors de certaines situations, après consultation avec l'Unité, l'Employeur peut procéder à un affichage interne et externe simultané et ce, afin de réduire les délais de recrutement.

4.04.08 Un membre de l'Unité détenant de l'ancienneté retenu afin de combler un poste temporaire maintiendra son ancienneté et tous les avantages de l'employé régulier.

4.04.09 Lorsqu'un nouveau poste est créé, l'Employeur avise l'Unité avant l'affichage de poste.

4.05 Poste vacant de douze (12) mois ou moins

Un poste vacant pour une période préétablie de douze (12) mois ou moins peut être comblé de manière temporaire selon les dispositions de l'article 4.06 - *Processus de rappel*. Si, de l'avis de l'Employeur, aucun candidat qui est membre de l'Unité ne répond aux critères lors du processus

de rappel au travail, l'Employeur se réserve le droit d'afficher le poste à l'extérieur de l'Unité et d'embaucher un individu qui n'est pas membre de l'Unité.

4.06 Processus de rappel

4.06.01 Lorsque, suite au processus d'affichage interne, un poste vacant de plus de douze (12) mois demeure vacant, l'Employeur rappelle un membre de l'Unité selon l'ordre d'ancienneté et les dispositions de la présente clause. Aucun nouvel employé ne sera embauché avant que le processus de rappel n'ait été complété.

4.06.02 Lorsque l'Employeur désire combler un poste vacant de douze (12) mois ou moins, il rappelle un membre de l'Unité selon l'ordre d'ancienneté et les dispositions de la présente clause avant de procéder à l'affichage externe.

4.06.03 Lorsqu'un membre de l'Unité détenant de l'ancienneté est mis à pied, son nom est placé sur la liste de rappel de l'Employeur pour une période de vingt-quatre (24) mois à partir de la date de sa mise à pied. Une copie de la liste de rappel est remise à l'Unité au 30 octobre de chaque année.

4.06.04 La liste de rappel indique pour chaque membre de l'Unité :

- Le rang d'ancienneté;
- Le nom et prénom;
- La classification au moment de sa mise à pied;
- Le lieu de travail principal au moment de sa mise à pied;
- Le nombre de semaines/année et d'heures/semaine travaillées au moment de sa mise à pied;
- La date d'échéance de son droit de rappel.

4.06.05 Un membre de l'Unité est réputé avoir démissionné et son ancienneté est annulée lorsqu'il refuse un rappel ou n'entre pas en fonction à la date prévue à un poste régulier :

- dans sa classification;
- sans modification quant au nombre de semaines/année et d'heures/semaine travaillées.

4.06.06 Un membre de l'Unité conserve son droit de rappel lorsqu'il refuse un rappel :

- à un poste régulier avec modification quant au nombre de semaines/année et d'heures/semaine travaillées.

4.06.07 L'Employeur s'engage à envoyer un avis de rappel, selon l'ordre d'ancienneté et les exigences du poste, uniquement au membre de l'Unité pour qui ledit rappel ne représente aucun changement :

- de classification;
- du nombre de semaines/année et d'heures/semaine travaillées.

4.06.08 Cet avis de rappel est envoyé par courrier électronique Francobus et personnel, à la dernière adresse du membre de l'Unité que possède l'Employeur, avec copie à l'Unité. Le membre a trois (3) jours ouvrables du moment de la réception de l'avis de rappel pour aviser la direction de l'Employeur de son intention. L'avis de rappel précise le

poste, le lieu de travail, la date et l'heure à laquelle le membre doit se présenter au travail.

4.06.09 Lorsqu'un membre est mis à pied et placé sur la liste de rappel, il peut considérer :

- un poste temporaire dans la classification qu'il détenait avant sa mise à pied ou dans une classification similaire au poste qu'il détenait avant sa mise à pied;
- un poste dans sa classification avec modification du nombre d'heures par semaine ou de semaines par année par rapport au poste qu'il détenait avant sa mise à pied.

Pour ce faire, le membre recevra un formulaire prévu à cet effet au moment de la réception de la confirmation de sa mise à pied et le retournera à la direction de l'Employeur à n'importe quel moment au cours de sa période de rappel. Si le membre ne remplit pas le formulaire, l'Employeur n'est pas tenu d'envoyer un tel avis de rappel au membre.

4.06.10 Si aucun membre de l'Unité n'est rappelé en vertu de la présente clause, l'Employeur procède à l'affichage externe conformément aux dispositions de l'article 4.05 - *Processus d'affichage de poste*.

4.06.11 Un membre de l'Unité sur la liste de rappel n'a pas le droit d'accumuler ni de prendre les congés prévus à l'article 6 - *Congés autorisés*.

4.06.12 Lorsqu'un membre de la liste de rappel accepte un poste temporaire dans la classification qu'il détenait avant sa mise à pied, celui-ci conserve son ancienneté et a droit aux avantages suivants :

- Aux assurances collectives selon les modalités de l'assureur;
- Au plan de retraite, si éligible;
- L'accumulation des crédits de congé de maladie crédités au compte du membre pour chaque mois de travail;
- Aux congés annuels selon l'article 6.02.02;
- Aux congés fériés selon l'article 6.04;
- Aux congés spéciaux selon l'article 6.08;
- Aux congés de deuil selon l'article 6.10;
- Aux congés pour obligations juridiques selon l'article 6.11.

4.07 Offre de poste

4.07.01 L'offre de poste contient au minimum les renseignements suivants :

- La classification;
- Le lieu de travail principal;
- La date prévue d'entrée en fonction;
- Si le poste est temporaire, la durée prévue du poste (si connue);
- Le nombre d'heures par semaine et le nombre de semaines par année;
- Le salaire annuel ou le taux horaire.

4.07.02 L'Employeur remet à la présidence de l'Unité une copie de l'offre de poste par courrier électronique.

4.08 Processus de nomination

4.08.01 La première journée ouvrable de chaque mois et ce, pour une durée de deux (2) semaines, l'Employeur rendra disponible le nom de l'individu qui a accepté l'offre d'un poste au cours du mois précédent. L'Unité sera informée lorsque des postes temporaires seront comblés.

4.08.02 Si l'individu devient membre de l'Unité pour la première fois, l'Employeur lui remet une copie électronique de la convention collective au plus tard lors de la première journée de travail. Le membre a le droit d'imprimer la convention collective au bureau.

ARTICLE 5 - HEURES DE TRAVAIL

5.01 Les paragraphes suivants déterminent la méthode par laquelle l'Employeur établit les horaires de travail et la méthode pour le calcul des heures supplémentaires. Ceci ne constitue pas une garantie d'heures de travail par jour, ni de jours de travail par semaine, ni de semaines ou de mois de travail par année.

5.02 Semaine de travail

Sous réserve de l'article 5.01, la semaine de travail normale pour les membres à temps plein de l'Unité est de trente-cinq (35) heures, du lundi au vendredi inclusivement.

La journée de travail normale pour les membres à temps plein de l'Unité est de sept (7) heures. La journée de travail normale de sept (7) heures ne doit pas s'étaler sur plus de huit (8) heures. Exception faite des pauses et de la période du repas, les heures de travail sont consécutives et ininterrompues.

5.03 Année de travail

L'Employeur attribue à chaque membre de l'Unité une année de travail de douze (12) mois ou moins.

Le présent article n'empêche pas l'Employeur d'effectuer des mises à pied, de réduire ou d'augmenter le nombre d'heures par semaine et de semaines par année pendant l'année de travail et, le cas échéant, les modalités de l'article 4 - *Processus de dotation*, s'appliquent.

5.04 Période de repas

Le membre de l'Unité qui travaille plus de cinq (5) heures dans une journée aura droit à une (1) heure ininterrompue et non rémunérée pour prendre son repas, selon un horaire établi par la ou le superviseur immédiat en consultation avec le membre.

5.05 Pause

Le membre de l'Unité aura droit à une pause rémunérée de quinze (15) minutes le matin et une autre pause rémunérée de quinze (15) minutes l'après-midi dans chaque période de trois (3) heures consécutives travaillées, selon l'horaire déterminé par la ou le superviseur immédiat en consultation avec le membre. Le membre de l'Unité ne peut pas quitter les lieux de travail pendant ses pauses sans l'approbation de son superviseur immédiat. Le superviseur immédiat ne peut exiger qu'un membre de l'Unité travaille pendant une pause.

5.06 Horaire de travail

Les horaires sont établis par l'Employeur selon l'ancienneté et peuvent être modifiés selon les besoins de l'Employeur. Le membre de l'Unité reçoit un minimum de deux (2) semaines de préavis en cas de modification à son horaire de travail.

5.07 Temps supplémentaire

5.07.01 Les heures travaillées par un membre de l'Unité au-delà de trente-cinq (35) heures et cela, au cours d'une même semaine, constituent du temps supplémentaire. Le temps supplémentaire est compensé à un taux équivalent au taux horaire normal du membre de l'Unité majoré de cinquante (50) pour cent.

5.07.02 Les heures travaillées par un membre de l'Unité le dimanche sont compensées à un taux horaire majoré de cent (100) pour cent.

5.07.03 Le temps supplémentaire doit être autorisé au préalable par la ou le superviseur immédiat. Le temps supplémentaire est volontaire. Mais lors d'un besoin pressant, l'Employeur peut exiger que le temps supplémentaire soit travaillé même au-delà de huit (8) heures dans la journée et quarante-huit (48) heures dans la semaine.

5.07.04 Un membre de l'Unité rappelé au travail par sa ou son superviseur immédiat en dehors de ses heures normales de travail est payé pour un minimum de deux (2) heures. Le rappel au travail est offert aux membres sur une base volontaire.

5.08 Temps accumulé

5.08.01 Sur présentation d'une demande écrite à son superviseur immédiat, le membre de l'Unité qui détient un poste régulier peut choisir d'accumuler le temps supplémentaire majoré selon les dispositions de l'article 5.07 - *Temps supplémentaire* jusqu'à un maximum de soixante-dix (70) heures totales par année. Dès que le membre de l'Unité aura atteint le maximum de soixante-dix (70) heures, il ne pourra pas accumuler d'heures additionnelles même s'il prend des congés de temps accumulé au cours de l'année et réduit sa banque d'heures accumulées.

5.08.02 Le temps accumulé doit être pris au cours de l'année durant laquelle il est accumulé, soit du 1^{er} juillet au 30 juin. Ce temps ne peut être reporté d'une année à une autre et est calculé au 30 juin de chaque année s'il n'a pas été utilisé et est monnayé lors de la première paie du mois de septembre.

5.08.03 La reprise du temps accumulé en congé est fixée après entente avec la ou le superviseur immédiat et ne peut être autorisé que si l'Employeur n'a pas à embaucher du personnel ou à défrayer des coûts supplémentaires en raison de l'absence du membre de l'Unité.

5.08.04 Le membre de l'Unité qui désire utiliser du temps accumulé peut le faire en journée complète ou en demi-journée.

ARTICLE 6 - CONGÉS AUTORISÉS

6.01 Congés autorisés

6.01.01 Les employées et employés temporaires ne sont pas admissibles aux congés qui suivent, à moins d'être autrement spécifié ou tel que requis par la *Loi sur les normes d'emploi*.

6.01.02 Lorsque les circonstances le permettent, tout congé autorisé en vertu du présent article sera considéré un « congé spécial » pour l'application de la *Loi sur les normes d'emploi*.

6.02 Congés annuels : Les membres qui travaillent moins de 12 mois

6.02.01 Les membres de l'Unité qui travaillent moins de douze (12) mois par année ne reçoivent pas de congés annuels, mais reçoivent plutôt la paie de vacances calculée selon l'ancienneté comme suit :

<i>Nombre d'années d'ancienneté</i>	<i>% du salaire gagné depuis le dernier versement de la paie de vacances</i>
<i>Moins de 3 ans complétés</i>	<i>4 %</i>
<i>3 ans complétés à moins de 10 ans complétés</i>	<i>6 %</i>
<i>10 ans complétés à moins de 18 ans complétés</i>	<i>8 %</i>
<i>18 ans complétés à moins de 26 ans complétés</i>	<i>10 %</i>
<i>26 ans complétés et plus</i>	<i>12 %</i>

6.02.02 La paie de vacances est versée avec chaque paie du membre de l'Unité travaillant moins de douze (12) mois.

6.03 Congés annuels : Les membres qui travaillent 12 mois

6.03.01 Les membres de l'Unité qui travaillent 12 mois par année se voient accorder au 1^{er} juillet de chaque année les congés annuels de la façon suivante :

<i>Nombre d'années d'ancienneté</i>	<i>Nombre de jours de congés annuels</i>
<i>Moins de 3 ans complétés</i>	<i>10 jours</i>
<i>3 ans complétés à moins de 9 ans complétés</i>	<i>15 jours</i>
<i>9 ans complétés à moins de 16 ans complétés</i>	<i>20 jours</i>
<i>16 ans complétés à moins de 25 ans complétés</i>	<i>25 jours</i>
<i>25 ans complétés et plus</i>	<i>30 jours</i>

6.03.02 Le membre de l'Unité embauché au courant de l'année ou qui est absent pour vingt (20) jours de travail ou plus pendant l'année précédente reçoit une allocation au prorata du temps travaillé.

6.03.03 Lors d'une fin d'emploi au sein de l'Unité, le solde des jours de congés annuels accumulés et non utilisés sera monnayé ou récupéré, le cas échéant, au membre de l'Unité sur sa dernière paie et ce, selon la méthode de calcul au prorata des jours travaillés.

6.03.04 Pendant ses congés annuels, le membre de l'Unité maintient sa date d'anniversaire aux fins de la progression sur la grille salariale.

6.03.05 L'Employeur maintient un registre des jours de congés annuels où sont inscrits les crédits et les déductions au compte de chaque membre de l'Unité.

6.03.06 Lorsque le bureau de l'Employeur est fermé pendant le congé d'hiver, le congé d'été pour un maximum de deux (2) semaines et/ou la période de Noël et du Jour de l'An, les absences des membres de l'Unité qui ne sont pas des congés fériés sont réputées être des heures accumulées reprises et/ou des congés annuels et sont automatiquement déduites de la banque d'heures accumulées et/ou de la banque de congés annuels, le cas échéant.

6.03.07 L'Employeur accorde les congés annuels en tenant compte d'une part, des préférences et de l'ancienneté des membres de l'Unité et d'autre part, de ses besoins légitimes.

6.03.08 Si l'Employeur demande à un membre de l'Unité de travailler durant son congé annuel, les heures travaillées sont reportées à une date ultérieure soit au cours de la même année d'allocation des congés annuels ou soit au cours de l'année suivante. Le membre a droit d'utiliser de façon consécutive les jours de vacances qui ont été reportés. La reprise des jours de vacances reportés s'effectue selon les modalités de l'article 6.03.07.

6.03.09 Les jours de congés annuels non utilisés au 30 juin de chaque année sont monnayés lors de la dernière paie du mois d'août.

6.03.10 En cas de circonstances exceptionnelles, la direction de l'Employeur ou la personne déléguée, peut autoriser qu'un membre de l'Unité reporte ses congés annuels non utilisés, pour un maximum d'un (1) an. Toute demande adressée à la direction de l'Employeur ou à la personne déléguée, doit être soumise avant le 15 juin de chaque année et doit être accompagnée de l'approbation écrite de la superviseuse immédiate ou du superviseur immédiat.

6.03.11 Si le membre présente à l'Employeur un certificat médical attestant qu'il a dû être hospitalisé pendant ses congés annuels, l'Employeur substitue des jours de congés de maladie ou de congé d'invalidité de courte durée pour les congés annuels du membre pour les jours qu'il ait été hospitalisé et lui remet ses congés annuels.

6.03.12 Le membre dont le congé annuel est interrompu par un décès pour lequel il a le droit à un congé de deuil en vertu de la clause 6.09.01 a) ou b) peut demander la substitution de congés de deuil pour ses congés annuels. En cas de doute, l'Employeur peut demander une preuve que le membre a assisté aux funérailles.

6.04 Congés fériés

Les jours suivants sont reconnus comme des jours fériés et sont payés aux membres de l'Unité incluant les employés temporaires et ce, conformément à la *Loi de 2000 sur les normes d'emploi*.

- La fête du Travail
- Le jour de l'Action de grâce
- Noël
- Le lendemain de Noël
- Le jour de l'An
- La fête de la Famille
- Le Vendredi saint

- Le lundi de Pâques
- La fête de la Reine
- La fête du Canada
- Le congé civique d'août

Si la Fête du Canada est au milieu de la semaine (mardi à jeudi), l'Employeur pourra déplacer ce jour férié au lundi ou au vendredi.

6.05 Accumulation des congés de maladie

6.05.01 Chaque membre de l'Unité se voit créditer deux (2) jours par mois de congés de maladie pour l'année courante. Cette allocation annuelle est créditée par anticipation au compte du membre au 1^{er} septembre de chaque année. Pour le membre de l'Unité nouvellement embauché en cours d'année ou, œuvrant moins de 35 heures par semaine ou, pour le membre mis à pied ou autrement absent pendant plus de cinq (5) jours pendant le mois précédent, cette allocation de crédits est au prorata du temps travaillé. Dans l'éventualité d'une cessation d'emploi, les congés de maladie utilisés, mais non acquis, sont récupérés du membre de l'Unité au prorata du temps travaillé.

6.05.02 L'Employeur maintient un registre des jours de maladie accumulés où sont inscrits les crédits et les déductions au compte de chaque membre de l'Unité.

6.05.03 À compter du 1^{er} septembre 1998, les jours de congés de maladie non utilisés au cours de l'année sont cumulatifs jusqu'à concurrence de deux cent quarante (240) jours.

6.05.04 Le membre de l'Unité qui a accumulé le maximum de deux cent quarante (240) jours reçoit, au plus tard à la dernière paie du mois de novembre suivant, la somme de quarante dollars (40 \$) pour chaque journée inutilisée des jours qui lui sont crédités et qui portent son total au-delà de deux cent quarante (240) jours.

6.06 Utilisation des congés de maladie

L'utilisation des crédits de congés de maladie se fera comme suit :

6.06.01 Le membre de l'Unité qui s'absente de son travail pour des raisons de maladie reçoit son salaire en autant que des crédits de congé soient inscrits à son compte.

6.06.02 Pour chaque absence du travail pour des raisons de maladie, une déduction d'une (1) journée ou d'une (1/2) demi-journée, selon le cas, est effectuée du compte des crédits des congés de maladie du membre de l'Unité.

6.06.03 Avant que prenne fin le délai des cent vingt (120) jours de calendrier consécutifs d'absence pour maladie (délai de carence), le membre de l'Unité doit procéder à une demande d'assurance d'invalidité longue durée auprès de l'assureur et fournir dans les délais prescrits tous les documents exigés et ce, afin de bénéficier des congés de maladie au-delà de la période de carence. Sinon, l'Employeur cesse de verser le salaire et les primes d'avantages sociaux et interrompt les déductions de crédits de congés de maladie au terme du délai de carence.

- Après le délai de carence, le membre de l'Unité est considéré en absence d'invalidité de longue durée.
- Si le membre de l'Unité n'a pas encore été accepté à l'assurance invalidité longue durée à la suite de la soumission de la demande complète auprès de l'assureur et

ce, avant que prenne fin le délai de carence, celui-ci continuera de puiser dans sa banque de congés de maladie. Dès que le membre sera accepté en assurance invalidité de longue durée, les crédits de congés de maladie en sus des cent vingt (120) jours de calendrier seront remis dans la banque de crédits du membre et ces jours de congés de maladie seront remboursés à l'Employeur.

- c) Si le membre de l'Unité est refusé à l'assurance invalidité de longue durée, celui-ci continuera de puiser dans sa banque de congés de maladie jusqu'à épuisement. Le membre doit présenter à l'Employeur un certificat médical justifiant son absence.
- d) L'Employeur peut mettre un terme aux déductions effectuées dans la banque de congés de maladie s'il juge que l'absence est injustifiée.

6.06.04 Toute absence de cinq (5) jours consécutifs ou plus doit être attestée par un certificat médical aux frais du membre de l'Unité. L'Employeur peut exiger un certificat médical à ses frais pour une absence de moins de cinq (5) jours.

6.06.05 L'Employeur peut à ses frais, exiger un certificat médical, un examen médical ou un avis médical par un médecin de son choix. L'Employeur spécifie les raisons pour lesquelles le certificat, l'examen ou l'avis est exigé et prend les mesures raisonnablement nécessaires afin d'assurer la protection de la vie privée du membre de l'Unité.

6.06.06 Un membre de l'Unité en congé de maladie avise l'Employeur à l'avance, de son intention de retourner au travail. Si l'Employeur l'exige, il doit soumettre un certificat médical de sa capacité de reprendre ses fonctions.

6.06.07 Sous réserve de la *Loi de 1997 sur la sécurité professionnelle et l'assurance contre les accidents du travail*, le membre de l'Unité touchera la différence entre l'indemnité d'accident du travail et son taux horaire normal, sous réserve que le membre de l'Unité détienne suffisamment de congés de maladie à son compte. Le cas échéant, une déduction proportionnelle pour chacune des absences sera effectuée de sa banque de congés de maladie et ce, jusqu'à épuisement des congés de maladie. Si le membre de l'Unité n'a pas de congés de maladie à son compte, il touchera seulement l'indemnité d'accident du travail.

6.07 Congés spéciaux

6.07.01 Avec déduction des congés de maladie, l'Employeur peut accorder jusqu'à cinq (5) congés spéciaux par année à un membre de l'Unité, pour les motifs suivants :

- a) observance de fêtes religieuses;
- b) maladie dans la famille (père, mère, conjoint, conjointe, fils, fille);
- c) un maximum de deux (2) jours approuvés par l'Employeur pour le déménagement de sa résidence principale;
- d) un maximum de deux (2) jours approuvés par l'Employeur pour une activité d'urgence personnelle qui ne peut avoir lieu à l'extérieur des heures de travail ou qui l'empêche d'assumer ses fonctions;
- e) un maximum de deux (2) jours approuvés par l'Employeur pour une activité personnelle qui ne peut avoir lieu à l'extérieur des heures de travail. De plus, ces journées ne peuvent pas être prises le jour précédant ou le jour suivant le congé de Noël, le congé de mars ou tout autre congé statutaire.

6.07.02 L'Employeur peut accorder jusqu'à deux jours supplémentaires et ce, sans traitement, pour des circonstances qu'il juge extraordinaires.

6.08 Congé de maternité et congé parental

6.08.01 Le membre de l'Unité a droit au congé de maternité et au congé parental en vertu de la *Loi sur les normes d'emploi*. (Aux fins de renseignements seulement, les clauses pertinentes aux congés de maternité et au congé parental de la *Loi sur les normes d'emploi* en vigueur lors de la signature de cette convention, sont reproduites à l'annexe C.)

6.08.02 Pendant le congé de maternité et le congé parental, le membre de l'Unité :

- a) maintient sa date d'anniversaire aux fins de la progression sur la grille salariale;
- b) maintient son droit de poser sa candidature à un poste affiché;
- c) accumule des crédits de congés de maladie;
- d) poursuit sa participation aux divers régimes d'avantages sociaux à moins qu'il choisisse par écrit de ne pas le faire. L'Employeur continue de verser sa part de cotisation à l'égard des avantages sociaux que le membre aura choisi de maintenir.

6.08.03 Sous réserve de l'approbation du ministère du Développement des ressources humaines Canada (DRHC), l'Employeur offre un régime de prestations supplémentaires d'assurance emploi (« PSAE ») qui assure aux bénéficiaires une indemnité pour une période de six (6) semaines du congé de maternité de base. Le total de l'indemnité hebdomadaire est égal à 100 % du salaire hebdomadaire brut selon le taux d'affectation attribué au moment de la prise du congé.

6.08.04 Prestations supplémentaires d'assurance emploi (PSAE).

- a) L'employeur doit fournir aux employées permanentes ou en affectation à durée déterminée qui utilisent ces congés, un régime de PSAE en tant que supplément à leurs prestations d'assurance emploi (a.-e.). L'employée qui est admissible à ce congé touchera son salaire pour une période qui suit immédiatement la naissance de son enfant, mais sans déduction de congés de maladie. Le salaire versé au titre du régime de PSAE correspondra à la différence entre le montant brut que l'employée reçoit de l'a.-e. et le montant de sa paie brute habituelle.
- b) L'employée doit fournir au conseil scolaire une preuve démontrant qu'elle a fait une demande d'assurance-emploi et qu'elle reçoit des prestations conformément aux dispositions de la Loi sur l'assurance-emploi, dans sa version modifiée, avant que les PSAE ne deviennent payables.
- c) Si une partie de ces six (6) semaines coïncide avec une période non rémunérée (c.-à-d., vacances d'été, semaine de relâche, etc.), le reste du supplément de six (6) semaines sera versé après cette période.
- d) Les employées permanentes et les employées en affectation à durée déterminée, qui ont besoin d'une période de récupération de plus de six (6) semaines, peuvent avoir recours aux congés de maladie et si elles répondent aux exigences relatives à la présentation d'une preuve médicale acceptable.
- e) Si une employée commence un congé de maternité alors qu'elle est en congé approuvé par l'employeur, les dispositions ci-dessus sur les prestations de congé de maternité s'appliquent.
- f) La date de début du paiement des prestations de congé de maternité est la date d'accouchement prévue ou la date de la naissance de l'enfant, en prenant la première de ces dates.
- g) Si la naissance a lieu pendant une période non rémunérée (c.-à-d., vacances d'été, semaine de relâche, etc.), les prestations de congé de maternité sont tout de même

déclenchées. Dans ces cas, les prestations de congé de maternité commencent le premier jour après la période non rémunérée.

6.08.05 Pour recevoir les PSAE, le membre de l'Unité doit présenter à l'Employeur une copie de l'état des prestations d'assurance-emploi ou tout autre document reconnu par *DRHC* démontrant que le membre est admissible à des prestations d'assurance emploi ainsi que le montant de la prestation.

6.09 Congé de deuil

6.09.01 Le membre de l'Unité ne subit aucune perte de salaire pour des absences découlant des événements qui suivent :

- a) jusqu'à cinq (5) jours ouvrables consécutifs lors du décès de l'une des personnes suivantes de la famille du membre de l'Unité : mère, père, conjointe, conjoint, fille, fils, sœur, frère, mère de la conjointe ou du conjoint, père de la conjointe ou du conjoint, tuteur ou tuteur légal, belle-fille ou beau-fils;
- b) jusqu'à trois (3) jours ouvrables consécutifs lors du décès de l'une des personnes suivantes de la famille du membre de l'Unité : tante, oncle, nièce, neveu, grand-mère, grand-père, petite-fille, petit-fils, belle-sœur, beau-frère, gendre, bru;
- c) jusqu'à une demi-journée (1/2) ouvrable pour assister aux funérailles d'un employé du Service et ce, après approbation du superviseur immédiat.

6.09.02 Le superviseur immédiat peut permettre de fractionner les jours de congé susmentionnés dans le cas d'une cérémonie d'incinération ou d'inhumation à une date ultérieure aux funérailles.

6.09.03 Le superviseur immédiat peut accorder à un membre de l'Unité qui en fait la demande :

- a) jusqu'à deux (2) jours supplémentaires sans traitement si la distance à franchir dans une direction est de 250 km ou plus pour participer à une activité découlant des événements ci-dessus; et
- b) jusqu'à quatre (4) jours supplémentaires sans traitement si le déplacement de l'employé pour participer à une activité découlant de l'article 6.09.01 a) ou b) à l'extérieur de l'Amérique du nord, lui exige plus de 24 heures.

6.10 Congés pour obligations juridiques

6.10.01 Il n'y a pas de perte de salaire ni d'avantages sociaux lorsqu'un membre de l'Unité s'absente de son travail :

- pour agir en tant que juré ou, s'il est cité comme témoin devant un tribunal judiciaire où il été sommé de comparaître pour toute cause où il n'est pas partie en cause ou accusé;
- parce qu'il est cité comme témoin dans un procès ou une cause qui découle de l'exercice de ses fonctions et qu'il n'est pas partie ou accusé.

6.10.02 Le membre de l'Unité fait parvenir à l'Employeur un certificat signé d'un représentant du tribunal attestant de la nécessité de sa présence.

6.10.03 Le membre de l'Unité qui réclame son salaire sous le présent article verse à l'Employeur les indemnités attribuables aux jours en question qu'il perçoit, à l'exception des indemnités de déplacement et de subsistance.

6.11 Congés sans rémunération

6.11.01 L'Employeur peut accorder les congés sans rémunération à sa discrétion et ce, jusqu'à un maximum de trois (3) ans. Pendant un congé sans rémunération, le membre de l'Unité peut poursuivre sa pleine participation aux divers régimes d'avantages sociaux auxquels il a droit à la condition qu'il paie la pleine prime de ces avantages pour la période du congé et ce, sur une base mensuelle ou selon les modalités convenues entre le membre de l'Unité et l'Employeur.

6.11.02 Toute demande de congé sans rémunération ou demande de prolongation doit être faite par écrit au moins trois (3) mois avant la date prévue pour le début du congé et transmise au superviseur immédiat. Dans des circonstances exceptionnelles et avec entente mutuelle entre les parties, une demande de congé ou de prolongation peut être accordée avec un préavis de moins de trois (3) mois.

6.12 Congé pour prêt de service

6.12.01 L'Employeur peut accorder la demande d'un membre de l'Unité pour un congé pour prêt de service à sa discrétion et ce, jusqu'à un maximum de trois (3) ans.

6.13 Congé pour quarantaine

Le membre de l'Unité qui doit s'absenter dans le cas où il est mis en quarantaine sur l'ordre ou la recommandation des autorités médicales, est réputé être en congé avec traitement et aucune déduction n'est effectué de son compte de congés de maladie. Le membre doit fournir à l'Employeur copie des attestations médicales émanant des autorités médicales.

6.14 Congés pour affaires syndicales

6.14.01 Sous réserve d'une demande écrite du Syndicat au moins cinq (5) jours à l'avance, l'Employeur peut accorder :

- a) jusqu'à dix (10) jours de congé par année pour affaires syndicales;
- b) jusqu'à trente (30) jours de congés par année pour s'acquitter des responsabilités en tant qu'élu au niveau de l'Unité ou du Syndicat;
- c) des congés sans perte de salaire ou avantages sociaux pour affaires syndicales à un maximum de deux (2) membres du comité négociateur de l'Unité afin de participer aux négociations en vue de renouveler la présente convention collective, sauf que la participation sera limitée à un (1) membre pendant les mois de janvier, février, août, septembre et octobre. L'Employeur reconnaît que la présidence de l'Unité est membre ex officio et, par conséquent, sa participation est en sus des deux (2) membres de l'Unité. De plus, l'Employeur reconnaît que les représentants provinciaux du Syndicat peuvent s'adjoindre au comité de négociation et ils sont en sus des deux (2) membres de l'Unité. La présente clause cesse de s'appliquer lorsqu'une des parties fait une demande de conciliation.

6.14.02 L'Employeur peut refuser d'accorder un congé pour affaires syndicales si le congé affecte négativement l'opération de son entreprise. Ce congé ne sera pas refusé déraisonnablement.

6.14.03 L'Employeur peut accorder un congé sans rémunération ou un congé pour prêt de service à temps plein ou à temps partiel à un membre de l'Unité nommé ou élu pour occuper un poste syndical. Ce congé ne sera pas refusé déraisonnablement. Pendant un congé pour prêt de service, le membre de l'Unité reçoit son salaire et poursuit sa pleine participation aux divers régimes d'avantages sociaux auquel il a droit. Ce congé peut être prolongé par entente entre les parties.

6.14.03.01 Si l'Employeur décide de combler l'absence du membre de l'Unité d'une durée préétablie de vingt-quatre (24) mois ou plus, il affiche un poste régulier, et ce, par exception à l'article 1.03.04 b).

6.14.04 À moins d'entente contraire, la rémunération totale incluant le coût des avantages sociaux de tout membre de l'Unité en congé pour affaires syndicales ou en congé pour prêt de service pour occuper un poste syndical est remboursée intégralement à l'Employeur par le Syndicat.

6.15 Un membre de l'Unité tenu de se présenter à une audience de la Commission de la sécurité professionnelle et de l'assurance contre les accidents du travail ou du Tribunal de la sécurité professionnelle et de l'assurance contre les accidents du travail qui a été initiée par l'employeur, ne subira pas de perte de salaire ou d'avantages sociaux.

ARTICLE 7 - RÉMUNÉRATION

7.01 Versement des salaires

7.01.01 La rémunération des membres de l'Unité est telle que décrite à l'annexe A. La paie d'un membre est déposée dans le compte bancaire désigné par ce dernier à tous les deux (2) vendredis. L'institution bancaire doit adhérer au système électronique national de transfert de fonds.

7.01.02 Les salaires des employées et employés permanents sont payés une fois toutes les deux (2) semaines pour la période de paie se terminant le samedi de la même semaine.

7.01.03 Dans le cas d'une erreur dans le calcul de la rémunération d'un employé, l'Employeur communique avec la personne pour s'entendre avec elle sur les modalités de remboursement. À défaut d'une entente, l'Employeur établit l'horaire pour le remboursement par déduction de la paie, après consultation avec le syndicat.

7.02 Placement sur l'échelle salariale

7.02.01 Pour le placement sur l'échelle salariale lors de l'embauche d'un employé permanent ou temporaire, l'Employeur place celle-ci ou celui-ci à l'échelon de l'échelle salariale correspondant à son poste et à son expérience préalable, jusqu'au maximum de l'échelon 3 de la grille salariale.

7.03 Progression à un échelon supérieur

7.03.01 L'employée ou l'employé permanent progresse à un échelon supérieur à l'intérieur de sa classification à la date d'anniversaire de son embauche, de sa promotion ou de sa reclassification, le cas échéant et ce, jusqu'à ce que l'échelon maximal soit atteint. La date anniversaire d'un membre de l'Unité est ajustée afin de refléter toute absence non rémunérée directement par l'Employeur de plus de vingt (20) jours ouvrables consécutifs, à moins de stipulation contraire dans la convention collective.

7.03.02 L'employée ou l'employé temporaire progresse à un échelon supérieur à l'intérieur de sa classification à la date d'anniversaire de son embauche. Cette date d'anniversaire est ajustée afin de refléter toute absence non rémunérée directement par l'Employeur de plus de vingt (20) jours ouvrables consécutifs.

7.03.03 Lorsqu'une employée ou un employé temporaire devient un employé permanent dans une même classification et sans interruption d'emploi, sa date d'anniversaire sera sa date de nomination à titre d'employée ou d'employé temporaire. Les mises à pied qui se limitent à la période de fermeture d'été, le congé d'hiver ou le congé de Noël n'interrompent pas la période d'emploi continu pour les fins du présent paragraphe.

7.04 Placement sur l'échelle salariale lors d'une promotion ou d'une reclassification

7.04.01 Lors de la promotion d'un membre de l'Unité, le membre est placé au premier échelon de l'échelle salariale de son nouveau poste qui lui assure un taux supérieur au taux qu'il recevait dans son poste précédent.

7.04.02 Lors d'une réévaluation d'emploi, le membre est placé à l'échelon salarial où il était placé immédiatement avant sa réévaluation.

7.04.03 Dans tout autre cas, l'Employeur détermine l'échelon du membre, en tenant compte de facteurs qu'il considère pertinents incluant l'expérience pertinente du membre. L'Employeur crédite un maximum de deux (2) échelons en reconnaissance de l'expérience antérieure au sein d'un autre Employeur. L'Employeur peut aussi créditer un ou plus d'un échelon en reconnaissance de l'expérience au sein de l'Employeur.

7.05 Assignment temporaire

Lorsqu'un membre de l'Unité est assigné temporairement par son superviseur immédiat pour une demi-journée de travail complète ou plus, à un poste autre que le sien, les modalités suivantes s'appliquent :

- a) Si l'assignment est à un poste à un niveau de salaire supérieur au taux régulier du membre, celui-ci est payé sur l'échelle salariale du poste auquel il est assigné pour la durée de l'assignment. Le cas échéant, le membre est rémunéré au premier échelon de ce poste qui lui assure un taux supérieur au sien;
- b) Si l'assignment est à un poste à un niveau de salaire égal ou inférieur au taux régulier du membre, il est payé à son taux régulier.

7.06 Remboursement des dépenses

Les membres de l'Unité reçoivent le remboursement des dépenses reliées à l'exercice de leurs fonctions selon la politique de l'Employeur. Cette politique peut être changée de temps à autre par l'Employeur et ce, en tenant compte des conditions économiques existantes.

7.07 Formation et/ou perfectionnement professionnel

7.07.01 Le membre de l'Unité qui participe à la formation et/ou au perfectionnement exigé ou approuvé par l'Employeur a droit au remboursement de ses dépenses, incluant son kilométrage, et elle ou il est rémunéré uniquement pour ses heures régulières de travail.

7.07.02 Lorsque cette formation ou une partie de cette formation est dispensée à l'extérieur des heures normales de travail du membre, le membre de l'Unité accumule ce temps à un taux d'une (1) heure accumulée pour chaque heure de formation dispensée en sus de ses heures normales de travail. Ce temps accumulé est utilisé conformément aux dispositions de l'article 5.08 - Temps accumulé.

Article 8 - SANTÉ ET SÉCURITÉ

8.01 Santé et sécurité

L'Employeur s'engage à respecter les dispositions de *la Loi sur la santé et la sécurité au travail*. Pour fins de renseignements seulement, les clauses pertinentes de la *Loi sur la santé et la sécurité au travail* en vigueur lors de la signature de la présente convention, sont reproduites à l'annexe D.

ARTICLE 9 - ASSURANCES COLLECTIVES

- 9.01 Les parties ont convenu que les membres de l'Unité permanents à temps plein participeront à la Fiducie de soins de santé au bénéfice des employés de la Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario (la « FSSBE de la FEESO »). Il est convenu que l'Employeur paie les primes par ETP éligible à la FSSBE de la FEESO conformément à l'entente de participation en vigueur. Les primes payables par l'Employeur sont déterminées conformément aux conditions négociées centralement entre le conseil des associations d'employeurs (CAE/CTA) et la Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario.
- 9.02 Il est entendu que l'Employeur, en payant les primes « Employeur » à la FSSBE de la FEESO, n'accepte pas d'agir à titre d'assureur des régimes, ni de garantir la disponibilité du régime ou d'une protection quelconque. Les membres de l'Unité acceptent que la FSSBE de la FEESO peut modifier les avantages sociaux offerts, les limites de ceux-ci ainsi que les contributions des employés exigées par la fiducie.
- 9.03 Dans le cas où les membres de l'Unité représentés par cette entente ne seraient plus couverts par le régime d'avantages sociaux de la FSSBE de la FEESO, l'employeur veillera à ce qu'un nouveau régime d'avantages sociaux soit établi en fonction d'un modèle de financement par employé n'excédant pas la prime par ETP payable par l'Employeur à la date de cessation de la couverture dudit régime. Dans l'éventualité que cela se produise, les parties se rencontreront pour discuter des modalités d'un nouveau régime d'avantages sociaux.
- 9.04 Les membres de l'Unité temporaires ainsi que les membres de l'Unité à temps partiel ne sont pas admissibles au régime d'avantages sociaux.
- 9.05 L'adhésion et la participation continue des membres de l'Unité aux régimes d'assurance invalidité de longue durée et au programme d'aide aux employées et aux employés sont obligatoires. L'Employeur se réserve le droit de changer d'assureur pourvu que le régime soit essentiellement semblable. L'Employeur avise le Syndicat de tout changement apporté aux polices ou à l'identité de l'assureur du régime d'assurance invalidité de longue durée et du programme d'aide aux employées et aux employés.
- 9.06 L'Employeur contribue 100 % de la prime du programme d'aide aux employées et employés et à la famille (PAEF). L'Employeur maintient les contributions pendant les mises à pied dues à la fermeture temporaire des bureaux de l'Employeur au cours de l'année scolaire.

- 9.07 Les membres de l'Unité en congé autorisé qui doivent payer les primes d'avantages sociaux paient leurs primes selon les modalités convenues avec l'Employeur.
- 9.08 L'assurance invalidité de longue durée :
- a) Chaque membre de l'Unité défraie les coûts de la prime de l'assurance invalidité de longue durée qui s'applique à son égard par voie de déduction à la source. Le membre de l'Unité qui s'absente du travail et qui perçoit une prestation du régime d'AILD est considéré par l'employeur être en congé autorisé d'AILD sans traitement. Le membre de l'Unité qui reçoit des prestations d'invalidité de longue durée a le droit de participer, à ses frais, aux autres régimes d'avantages sociaux.
 - b) Avec un préavis de soixante (60) jours, le Syndicat peut aviser l'Employeur de son intention de mettre fin au régime d'AILD dans lequel les membres de l'Unité sont inscrits. Le cas échéant, dès la conclusion du préavis, le Syndicat devient responsable de s'acquitter de toutes les obligations de l'Employeur par rapport à un régime d'AILD en vertu du présent article et l'Employeur est dégagé de toute responsabilité par rapport à ce régime.

Article 10 - RÉGIME DE RETRAITE

- 10.01 Les membres qui, à la date de la ratification de la présente convention collective, participaient au Régime de retraite des employés municipaux de l'Ontario (RREMO) continuent d'y participer conformément aux règlements du RREMO.
- 10.02 Après la date de ratification de la présente convention collective, tous les membres réguliers peuvent adhérer au RREMO, conformément au règlement dudit régime.

ARTICLE 11 - ANNEXES

L'Employeur reconnaît que les annexes, et le cas échéant, les lettres d'entente, à la présente convention collective sont réputées faire partie intégrale de ladite convention. Le présent paragraphe ne s'applique pas aux annexes dans lesquelles il est précisé qu'elles sont fournies à titre de renseignement.

ARTICLE 12 - DURÉE

La présente convention collective entre en vigueur le 1^{er} septembre 2020 et expire le 31 août 2023.

Signé électroniquement ce 9e jour de mars, 2021.

Pour l'Employeur

Pour la FEESO



Nancy Bouchard
Direction Francobus

Roxanne Beauchamp
Présidente, unite 58



Marie-Josée Smith
Direction des ressources humaines

Geneviève Girard
Négociatrice en chef



Jason Rodrigue
Trésorière du Conseil d'administration

Ginette Vincelette
Agent de Liaison Francobus



Dereck Chin
Membre du Conseil d'administration

Michelle Ritch
Membre du comité négociateur



Carolyn Bastien
Membre du Conseil d'administration

LETTRE D'ENTENTE

entre

Le Service de transport Francobus

(ci-après appelé l'employeur)

et

La Fédération des enseignantes et enseignants des écoles secondaires de l'Ontario (FEESO) Unité 58

(ci-après appelé le syndicat)

Sujet : Rémunération

Francobus et la FEESO ont convenu d'ajuster leurs grilles salariales, leurs barèmes salariaux en fonction du barème suivant :

- Le 1^{er} septembre 2020
1 %
- Le 1^{er} septembre 2021
1 %
- Le 1^{er} septembre 2022
1 %

Signé électroniquement ce 9^e jour de mars, 2021.



Pour le Service de transport Francobus



Pour la FEESO

ANNEXE A - RÉMUNÉRATION DES MEMBRES DE L'UNITÉ

Technicienne ou technicien au transport

À compter du 1^{er} septembre 2020, la grille salariale qui s'applique pour les membres de l'Unité est comme suit :

<u>Niveau</u>	<u>Classification</u>	<u>Échelons</u>				
	<u>Augmentation de 1%</u>	1	2	3	4	5
6	Technicienne/Technicien au transport	30,84	33,00	35,20	37,36	39,55

À compter du 1^{er} septembre 2021, la grille salariale qui s'applique pour les membres de l'Unité est comme suit :

<u>Niveau</u>	<u>Classification</u>	<u>Échelons</u>				
	<u>Augmentation de 1%</u>	1	2	3	4	5
6	Technicienne/Technicien au transport	31,15	33,33	35,55	37,73	39,95

À compter du 1^{er} septembre 2022, la grille salariale qui s'applique pour les membres de l'Unité est comme suit :

<u>Niveau</u>	<u>Classification</u>	<u>Échelons</u>				
	<u>Augmentation de 1%</u>	1	2	3	4	5
6	Technicienne/Technicien au transport	31,46	33,66	35,91	38,11	40,35

ANNEXE B - SOMMAIRE DES ASSURANCES COLLECTIVES

Note : Le présent sommaire est soumis à titre de renseignement seulement et décrit en termes généraux les protections auxquelles le personnel est admissible. Aux fins d'interprétation, les conditions spécifiques de la police d'assurance prévalent.

ASSURANCE-INVALIDITÉ DE LONGUE DURÉE

- niveau de prestations	66 % du salaire brut
- contribution de l'employée ou de l'employé	100 %
- délai de carence	120 jours de calendrier
- définition de «propre occupation»	24 mois
- terminaison	le 30 juin suivant l'âge de 65 ans ou à la retraite, selon la première éventualité
- assureur	Great-West Life
- police	339118
- adhésion	Obligatoire

PROGRAMME D'AIDE AUX EMPLOYÉES ET EMPLOYÉS

- contribution de l'Employeur	100 %
- fournisseur	Les Consultants Shepell fgi Ltée
- adhésion	Obligatoire

**ANNEXE C - Extraits de la Loi sur les normes d'emploi traitant
des congés de maternité et des congés parentaux**

45. Les définitions qui suivent s'appliquent à la présente partie.
« conjoint » s'entend :

- a) soit d'un conjoint au sens de l'article 1 de la *Loi sur le droit de la famille*;
- b) soit de l'une ou l'autre de deux personnes qui vivent ensemble dans une union conjugale hors du mariage. (« spouse »)
« père ou mère » s'entend en outre d'une personne auprès de qui un enfant est placé en vue de son adoption et d'une personne qui vit dans une relation d'une certaine permanence avec le père ou la mère d'un enfant et qui a l'intention de traiter l'enfant comme le sien.

CONGÉ DE MATERNITÉ

- 46.** (1) L'employée enceinte a droit à un congé non payé à moins que la date prévue de la naissance ne tombe moins de 13 semaines après le début de son emploi.
- (2) L'employée ne peut commencer son congé de maternité avant le premier en date des jours suivants :
- a) le jour qui tombe 17 semaines avant la date prévue de la naissance;
 - b) le jour où elle donne naissance.
- (3) L'alinéa (2) b) ne s'applique pas aux grossesses qui se terminent par une mortinaissance ou par une fausse couche.
- (3.1) L'employée ne peut commencer son congé de maternité après le premier en date des jours suivants :
- a) la date prévue de la naissance;
 - b) le jour où elle donne naissance.
- (4) L'employée qui souhaite prendre son congé de maternité donne à l'employeur :
- a) d'une part, un préavis écrit d'au moins deux semaines du jour où doit débiter le congé;
 - b) d'autre part, si l'employeur le demande, un certificat d'un médecin dûment qualifié indiquant la date prévue de la naissance.
- (5) L'employée qui a donné un préavis du début de son congé de maternité peut le commencer, selon le cas :
- a) à un jour antérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit d'au moins deux semaines de ce nouveau jour;
 - b) à un jour postérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit de ce jour au moins deux semaines avant le jour indiqué dans le préavis original.
- (6) Si l'employée arrête de travailler en raison de complications dues à sa grossesse ou d'une naissance, d'une mortinaissance ou d'une fausse couche qui se produit avant la date prévue de la naissance, le paragraphe (4) ne s'applique pas et elle donne ce qui suit à l'employeur, dans les deux semaines de l'arrêt de travail :
- a) un avis écrit du jour où son congé de maternité a débuté ou doit débiter;
 - b) si l'employeur le demande, un certificat d'un médecin dûment qualifié indiquant :
 - (i) lorsque l'employée arrête de travailler en raison de complications dues à sa grossesse, que celle-ci est incapable d'accomplir ses fonctions pour la raison précitée ainsi que la date prévue de la naissance,
 - (ii) dans les autres cas, la date de la naissance, de la mortinaissance ou de la fausse couche ainsi que la date prévue de la naissance.

47. (1) Le congé de maternité de l'employée prend fin :
- a) 17 semaines après son début, si elle a droit à un congé parental;
 - b) au dernier en date des jours suivants, si elle n'a pas droit à un congé parental :
 - (i) le jour qui tombe 17 semaines après son début,
 - (ii) le jour qui tombe six semaines après la naissance, la mortinaissance ou la fausse couche.
- (2) L'employée peut mettre fin à son congé plus tôt qu'au jour prévu au paragraphe (1) en donnant à son employeur un préavis écrit d'au moins quatre semaines du jour où elle souhaite y mettre fin.
- (3) L'employée qui a donné un préavis de la fin de son congé de maternité en vertu du paragraphe (2) peut y mettre fin, selon le cas :
- a) à un jour antérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit d'au moins quatre semaines de ce nouveau jour;
 - b) à un jour postérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit de ce jour au moins quatre semaines avant le jour indiqué dans le préavis original.
- (4) L'employée qui prend un congé de maternité ne doit pas mettre fin à son emploi avant la fin ou à la fin de son congé sans en donner un préavis écrit d'au moins quatre semaines à son employeur.
- (5) Le paragraphe (4) ne s'applique pas si l'employeur congédie implicitement l'employée.

CONGÉ PARENTAL

48. (1) L'employé qui est employé par son employeur depuis au moins 13 semaines et qui est le père ou la mère d'un enfant a droit à un congé non payé à la suite de la naissance de l'enfant ou de la venue de l'enfant sous sa garde, ses soins et sa surveillance pour la première fois.
- (2) L'employé ne peut commencer un congé parental plus de 52 semaines après le jour de la naissance de l'enfant ou de sa venue sous sa garde, ses soins et sa surveillance pour la première fois.
- (3) L'employée qui a pris un congé de maternité doit commencer son congé parental dès la fin de son congé de maternité à moins que l'enfant ne soit pas encore venu sous sa garde, ses soins et sa surveillance pour la première fois.
- (4) Sous réserve du paragraphe (6), l'employé qui souhaite prendre un congé parental donne à son employeur un préavis écrit d'au moins deux semaines du jour où doit débiter le congé.
- (5) L'employé qui a donné un préavis du début de son congé parental peut le commencer, selon le cas :
- a) à un jour antérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit d'au moins deux semaines de ce nouveau jour;
 - b) à un jour postérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit de ce jour au moins deux semaines avant le jour indiqué dans le préavis original.
- (6) Si l'employé arrête de travailler du fait qu'un enfant vient plus tôt que prévu sous sa garde, ses soins et sa surveillance pour la première fois :
- a) d'une part, son congé parental débute le jour où il arrête de travailler;
 - b) d'autre part, il avise son employeur par écrit qu'il prend un congé parental dans les deux semaines de l'arrêt de travail.
49. (1) Le congé parental des employées qui ont également pris un congé de maternité prend fin 35 semaines après son début, et celui des autres employés prend fin 37 semaines après son début.
- (2) L'employé peut mettre fin à son congé parental plus tôt qu'au jour prévu au paragraphe (1) en donnant à l'employeur un préavis écrit d'au moins quatre semaines du jour où il souhaite y mettre fin.

- (3) L'employé qui a donné un préavis de la fin de son congé parental peut y mettre fin, selon le cas :
- a) à un jour antérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit d'au moins quatre semaines de ce nouveau jour;
 - b) à un jour postérieur à celui indiqué dans le préavis, à condition de donner à l'employeur un nouveau préavis écrit de ce jour au moins quatre semaines avant le jour indiqué dans le préavis original.
- (4) L'employé qui prend un congé parental ne doit pas mettre fin à son emploi avant la fin ou à la fin de son congé sans en donner un préavis écrit d'au moins quatre semaines à son employeur.
- (5) Le paragraphe (4) ne s'applique pas si l'employeur congédie implicitement l'employé.

DISPOSITIONS GÉNÉRALES CONCERNANT LES CONGÉS

- 51.** (1) Pendant un congé prévu par la présente partie, l'employé continue de participer à chaque genre de régime d'avantages sociaux visé au paragraphe (2) qui a trait à son emploi à moins qu'il ne choisisse par écrit de ne pas le faire.
- (2) Le paragraphe (1) s'applique aux régimes de retraite, aux régimes d'assurance-vie, aux régimes d'assurance en cas de décès accidentel, aux régimes d'assurance-santé complémentaire, aux régimes d'assurance dentaire et aux genres prescrits de régime d'avantages sociaux.
- (3) Pendant le congé qu'un employé prend en vertu de la présente partie, l'employeur continue de verser ses cotisations à l'égard de tout régime visé au paragraphe (2) à moins que l'employé ne l'avise par écrit de son intention de ne pas verser ses cotisations, s'il doit en verser.
- 51.1** (1) L'employé qui est en congé en vertu de la présente partie peut retarder ses vacances jusqu'à l'expiration de son congé ou, s'il convient d'une date ultérieure avec l'employeur, jusqu'à cette date si les conditions suivantes sont réunies :
- a) aux termes de son contrat de travail, l'employé ne peut retarder des vacances qui seraient autrement perdues ou son droit de le faire est restreint;
 - b) afin d'exercer son droit de prendre congé en vertu de la présente partie, il devrait en conséquence :
 - (i) soit perdre des vacances ou une indemnité de vacances,
 - (ii) soit prendre un congé plus court que celui auquel il a droit.
- (2) L'employé qui est en congé en vertu de la présente partie le jour où ses vacances doivent être terminées en application de la disposition 1 de l'article 35 ou de la disposition 1 du paragraphe 35.1 (2), termine ses vacances immédiatement après l'expiration du congé ou, s'il convient d'une date ultérieure avec l'employeur, à partir de cette date.
- (3) L'employé à qui s'applique le présent article peut renoncer à prendre des vacances et recevoir une indemnité de vacances conformément à l'article 41 au lieu de terminer ses vacances en application du présent article.
- 52.** (1) La durée d'un congé que prend l'employé en vertu de la présente partie est incluse dans le calcul des éléments suivants afin de déterminer les droits qu'il a aux termes d'un contrat de travail :
- 1. La durée de son emploi, qu'il s'agisse ou non d'un emploi effectif.
 - 2. Ses états de service, qu'il s'agisse ou non d'états de service effectifs.
 - 3. Son ancienneté.
- (2) La durée du congé de l'employé ne doit pas être prise en compte pour déterminer s'il a terminé une période d'essai prévue par un contrat de travail.

- 53.** (1) À la fin du congé que l'employé a pris en vertu de la présente partie, l'employeur le réintègre dans le poste qu'il occupait le plus récemment ou, s'il n'existe plus, dans un poste comparable.
- (2) Le paragraphe (1) ne s'applique pas si l'emploi de l'employé se termine uniquement pour des motifs non liés au congé.
- (3) L'employeur verse à l'employé réintégré un taux de salaire égal au plus élevé des taux suivants :
- a) le taux de salaire le plus récent qu'il lui versait;
 - b) le taux de salaire que l'employé gagnerait s'il avait travaillé pendant toute la durée du congé.

ANNEXE D - Extraits de la Loi sur la santé et la sécurité au travail

Sélection obligatoire d'un délégué à la santé et à la sécurité

8. (1) Sur un chantier ou dans un autre lieu de travail pour lesquels l'article 9 ne prévoit pas de comité mais où le nombre de travailleurs est régulièrement supérieur à cinq, le constructeur ou l'employeur fait choisir par les travailleurs au moins un délégué à la santé et à la sécurité parmi les travailleurs du lieu de travail qui n'exercent pas de fonctions de direction. L.R.O. 1990, chap. O.1, par. 8 (1).

Comité mixte sur la santé et la sécurité au travail

Champ d'application

9. (1) Sous réserve du paragraphe (3), le présent article ne s'applique pas :
- a) au constructeur d'un chantier dont la durée prévue des travaux est inférieure à trois mois;
 - b) à l'employeur prescrit, au lieu de travail prescrit ou aux catégories d'employeurs ou de lieux de travail prescrites. L.R.O. 1990, chap. O.1, par. 9 (1).
- (2) Un comité mixte sur la santé et la sécurité au travail est prévu dans les lieux de travail suivants :
- a) le lieu de travail où sont régulièrement employés vingt travailleurs ou plus;
 - b) le lieu de travail à l'égard duquel un ordre ou un arrêté, adressé à l'employeur, est en vigueur aux termes de l'article 33;
 - c) le lieu de travail, à l'exception d'un chantier de construction où sont régulièrement employés moins de vingt travailleurs, auquel s'applique un règlement concernant des substances désignées. L.R.O. 1990, chap. O.1, par. 9 (2).

Arrêté du ministre

- (3) Malgré les paragraphes (1) et (2), le ministre peut, par arrêté, enjoindre au constructeur ou à l'employeur de créer et de faire fonctionner un ou plusieurs comités mixtes sur la santé et la sécurité au travail pour l'ensemble ou une partie du lieu de travail. L'arrêté peut préciser la composition du comité ainsi que ses règles de pratique et de procédure. L.R.O. 1990, chap. O.1, par. 9 (3).

Devoirs de l'employeur

25. (1) L'employeur veille à ce que :
- a) le matériel, les matériaux et les appareils de protection prescrits soient fournis;
 - b) le matériel, les matériaux et les appareils de protection qu'il fournit soient maintenus en bon état;
 - c) les mesures et les méthodes prescrites soient observées dans le lieu de travail;
 - d) le matériel, les matériaux et les appareils de protection qu'il fournit soient utilisés de la manière prescrite;
 - e) tout ou partie d'un bâtiment ou d'une structure, ou toute autre partie d'un lieu de travail, — temporaire ou permanent — puisse supporter les charges qui peuvent y être appliquées, conformément, selon le cas :
 - (i) à ce que prévoient les exigences applicables du code du bâtiment, dans sa version en vigueur lors de la construction,
 - (ii) aux autres exigences prescrites,
 - (iii) aux bonnes pratiques d'ingénierie, si les sous-alinéas (i) et (ii) ne s'appliquent pas.
- L.R.O. 1990, chap. O.1, par. 25 (1); 2011, chap. 11, art. 9.
- (2) Sans limiter les devoirs qu'impose le paragraphe (1), l'employeur :

- a) fournit au travailleur les renseignements, les directives et la surveillance nécessaires à la protection de sa santé et de sa sécurité;
- b) fournit, sur demande, en cas d'urgence médicale, aux fins de diagnostic ou de traitement, les renseignements qu'il a en sa possession, y compris des renseignements confidentiels, à un médecin dûment qualifié et aux autres personnes qui peuvent être prescrites;
- c) lorsqu'il comble un poste de superviseur, nomme une personne compétente;
- d) informe le travailleur, ou la personne qui exerce son autorité sur celui-ci, des risques que comportent le travail et la manipulation, l'entreposage, l'utilisation, l'élimination et le transport de tout objet, appareil, matériel ou agent biologique, chimique ou physique;
- e) accorde son aide et sa collaboration aux comités et aux délégués à la santé et à la sécurité lorsqu'ils exercent une de leurs fonctions;
- f) emploie, dans le lieu de travail ou près de celui-ci, uniquement des personnes d'un âge supérieur à celui qui peut être prescrit;
- g) ne doit pas sciemment permettre à une personne qui n'a pas atteint l'âge prescrit de se trouver dans le lieu de travail ou près de celui-ci;
- h) prend toutes les précautions raisonnables dans les circonstances pour assurer la protection du travailleur;
- i) affiche dans le lieu de travail, en anglais et dans la langue de la majorité des travailleurs à cet endroit, une copie de la présente loi et des documents explicatifs préparés par le ministère sur les droits, responsabilités et devoirs des travailleurs;
- j) formule par écrit et examine, au moins une fois par année, sa politique en matière de santé et de sécurité au travail et élabore et maintient un programme visant à la mettre en œuvre;
- k) affiche une copie de sa politique en matière de santé et de sécurité au travail à un endroit bien en vue dans le lieu de travail;
- l) fournit au comité ou au délégué à la santé et à la sécurité les résultats d'un rapport sur la santé et la sécurité au travail qui est en sa possession et, dans le cas d'un rapport écrit, lui fournit une copie des sections qui portent sur la santé et la sécurité au travail;
- m) informe les travailleurs des résultats du rapport mentionné à l'alinéa l) et, dans le cas d'un rapport écrit, met à la disposition des travailleurs qui en font la demande, une copie des sections qui portent sur la santé et la sécurité au travail.

Devoirs du travailleur

28. (1) Le travailleur :

- a) travaille conformément aux dispositions de la présente loi et des règlements;
- b) emploie ou porte le matériel et les appareils ou vêtements de protection exigés par l'employeur;
- c) signale à l'employeur ou au superviseur l'absence de matériel ou d'appareil de protection ou, si ceux-ci existent, les défauts dont il a connaissance et qui peuvent le mettre en danger ou mettre un autre travailleur en danger;
- d) signale à l'employeur ou au superviseur toute infraction à la présente loi ou aux règlements ou l'existence de tout risque dont il a connaissance.

(2) Le travailleur ne doit pas :

- a) enlever un appareil de protection exigé par les règlements ou par l'employeur ou empêcher son fonctionnement sans le remplacer par un appareil temporaire de protection qui est convenable, et lorsque le besoin d'une telle mesure n'existe plus, le premier appareil doit être remplacé immédiatement;
- b) utiliser ou faire fonctionner du matériel, une machine, un appareil, un objet ou un ouvrage d'une façon qui peut le mettre en danger ou mettre un autre travailleur en danger;
- c) jouer des tours, prendre part à des concours, tours de force ou courses inutiles, ou se conduire de façon violente et turbulente.

Violence et harcèlement

32.0.1 (1) L'employeur :

- a) formule une politique concernant la violence au travail;
- b) formule une politique concernant le harcèlement au travail;
- c) examine les politiques aussi souvent que nécessaire, mais au moins une fois par année. 2009, chap. 23, art. 3.

Formulation par écrit, affichage

32.0.1 (2) Les politiques sont formulées par écrit et sont affichées dans un endroit bien en vue du lieu de travail. 2009, chap. 23, art. 3.

Programme : violence

32.0.2 (1) L'employeur élabore et maintient un programme de mise en oeuvre de la politique concernant la violence au travail exigée à l'alinéa 32.0.1 (1) a). 2009, chap. 23, art. 3.

Évaluation des risques de violence

32.0.3 (1) L'employeur évalue les risques de violence au travail qui peuvent découler de la nature du lieu de travail, du genre de travail ou des conditions de travail. 2009, chap. 23, art. 3.

Devoirs concernant la violence

32.0.5 (1) Il est entendu que les devoirs de l'employeur énoncés à l'article 25, les devoirs du superviseur énoncés à l'article 27 et les devoirs du travailleur énoncés à l'article 28 s'appliquent, selon le cas, à l'égard de la violence au travail. 2009, chap. 23, art. 3.

Programme : harcèlement

32.0.6 (1) L'employeur élabore et maintient un programme de mise en oeuvre de la politique concernant le harcèlement au travail exigée à l'alinéa 32.0.1 (1) b). 2009, chap. 23, art. 3.

Refus de travailler

43. (3) Le travailleur peut refuser de travailler ou d'exécuter un certain travail s'il a des raisons de croire :

- a) que du matériel, une machine, un appareil ou un objet qu'il doit utiliser ou faire fonctionner est susceptible de le mettre en danger ou de mettre un autre travailleur en danger;
- b) que les conditions matérielles qui existent dans le lieu de travail ou la partie où il exécute ou doit exécuter son travail sont susceptibles de le mettre en danger;
- c) que du matériel, une machine, un appareil ou un objet qu'il doit utiliser ou faire fonctionner ou que les conditions matérielles qui existent dans le lieu de travail ou la partie où il exécute ou doit exécuter son travail ne sont pas conformes à la présente loi ou aux règlements et que cette infraction est susceptible de le mettre en danger ou de mettre un autre travailleur en danger.

Rapport sur le refus de travailler

43. (4) S'il refuse de travailler ou d'exécuter un certain travail, le travailleur communique promptement à l'employeur ou au superviseur les circonstances qui ont provoqué son refus. L'employeur ou le superviseur fait une enquête sans délai en présence du travailleur et, le cas échéant, en présence d'une des personnes suivantes qui doit être libérée et qui doit se présenter immédiatement, à savoir :

- a) un membre du comité qui représente les travailleurs, le cas échéant;
- b) un délégué à la santé et à la sécurité, le cas échéant;
- c) un travailleur qui, en raison de ses connaissances, de son expérience et de sa formation, est choisi par un syndicat qui représente le travailleur ou, en l'absence de syndicat, par ses collègues pour les représenter. L.R.O. 1990, chap. O.1, par. 43 (4).

Obligations du travailleur de demeurer dans un lieu sûr et de rester disponible aux fins de l'enquête

43. (5) Tant que l'enquête n'est pas terminée, le travailleur :

- a) d'une part, demeure dans un lieu sûr aussi près que raisonnablement possible de son poste de travail;
 - b) d'autre part, reste à la disposition de l'employeur ou du superviseur aux fins de l'enquête.
- 2009, chap. 23, par. 4 (3).

Droit de faire enquête

48. (1) Le membre agréé qui reçoit une plainte concernant l'existence de circonstances dangereuses a le droit de faire enquête au sujet de la plainte.

(2) Le membre agréé est réputé être au travail pendant le temps qu'il a consacré à l'exercice des pouvoirs et fonctions visés au présent article et aux articles 45 et 47 et son employeur le paie à son taux de salaire normal ou majoré, selon le cas.

Interdiction à l'employeur de prendre des mesures disciplinaires, etc.

50. (1) Ni l'employeur ni une personne agissant en son nom ne doit :

- a) congédier ni menacer de congédier un travailleur;
- b) imposer une peine disciplinaire à un travailleur, le suspendre ou menacer d'imposer une telle peine ou de le suspendre;
- c) prendre des sanctions à l'égard d'un travailleur;
- d) intimider ou contraindre un travailleur, parce que le travailleur a agi conformément à la présente loi ou aux règlements ou à un ordre donné, une ordonnance rendue ou à un arrêté pris sous leur autorité, parce qu'il a cherché à faire respecter la présente loi ou les règlements ou parce qu'il a témoigné lors d'une instance portant sur le respect de la présente loi ou des règlements ou lors d'une enquête du coroner visée par la Loi sur les coroners.

CONTRACT EXTENSION AGREEMENT

BETWEEN

THE OTTAWA STUDENT TRANSPORTATION AUTHORITY (OSTA)

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Comprising Members of OSSTF (District 25) Educational Support Professionals

The parties agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Contract Extension Agreement forms the basis of full and final settlement for an extension of collective agreement terms, with the effective date of September 1, 2021 to August 31, 2023. The parties agree to recommend the terms of this Extension Agreement as set out herein to their respective principals. This Extension Agreement is on top of the one-year Extension Agreement, agreed in 2020 for the period September 1, 2020 to August 31, 2021.

The parties will endeavor to complete the ratification and agreement processes by **August 31, 2021**.

THIS AGREEMENT made this 20 day of September, 2021, by and between The Ottawa Student Transportation Authority (OSTA, hereinafter called "THE EMPLOYER") and The Ontario Secondary School Teachers' Federation, comprising Members of the OSSTF District 25 Educational Support Professionals (hereinafter called "The Union").

WHEREAS, the Union and the Employer are parties to a collective bargaining agreement which is due to expire on August 31, 2021, and

WHEREAS, the parties desire to enter into an interim agreement extending the current collective bargaining agreement for two years;

NOW, THEREFORE, be it agreed as follows:

1. The Union and Employer agree that the present contract which expires on August 31, 2021 shall be extended until midnight, August 31st, 2023.
2. Both parties agree not to serve notice on the other that it wishes to bargain for a new collective agreement covering the period of September 1, 2021 to August 31, 2023 in accordance with the Labour Relations Act, 1995 provided this Agreement is ratified by both parties.
3. During the term of this extension agreement, all terms and conditions of the 2020-2021 contract, including existing Letters of Understanding contained in or pertaining to language in the contract, shall be in full force and effect and shall be adhered to except as provided herein:

A. COMPENSATION

The Employer shall amend salary grids in accordance with the following schedule:

- September 1, 2021 1% increase
- September 1, 2022 1% increase

It is understood and agreed that this increase is agreed to without prejudice to OSSTF/FEESO's ability to continue its application in Court File No. CV-20-636421000 challenging the constitutionality of the *Protecting a Sustainable Public Sector for Future Generations Act*, 2019 SO 2019, c 12.

B. BENEFITS

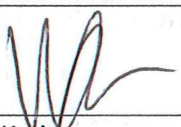
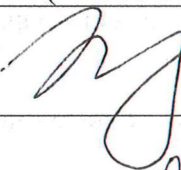
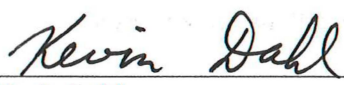
Insured benefits for all regular employees who are employed on a half-time or greater basis shall continue to be applied and managed in accordance with the conditions established by the ELHT, including a 1% increase to funding amounts to be applied as of September 1 2021 and Sept 1 2022.

Benefits for long term assignment employees - Consistent with the Memorandum of Settlement (2019-2022) between the OSSTF and Council of Trustees; Associations and agreed to by the Crown, eligibility for all ESP members will be consistent with the OSSTF central agreement regarding benefits. The parties agree to

"... Make a joint recommendation to the OSSTF ELHT that the standardization of eligibility for employees in long-term assignments shall be for assignments no less than 90 continuous calendar days or that extend to at least 90 continuous calendar days."

AK **IN WITNESS WHEREOF**, the parties have hereunto caused this Collective Agreement Extension to be signed in their respective names by their respective duly authorized representatives as of this 20 day of August 2021, in the city of Ottawa.

September

THE OTTAWA STUDENT TRANSPORTATION AUTHORITY	THE EDUCATIONAL SUPPORT PROFESSIONALS (OSSTF DISTRICT 25)
 _____ Vicky Kyriaco Chief Executive Officer	 _____ Melodie Gondek President
 _____ Joanne Glaser Human Resources	 _____ Leif Walther Protective Services Officer
 _____ Kevin Dahl Assistant General Manager	 _____ Rob Masterson Member, Collective Bargaining Committee
 _____ Jeff Redmond Controller	 _____ <u>Erin Griffiths</u> Erin Griffiths (Sep 20, 2021 19:32 EDT) _____ Erin Griffiths Member, Collective Bargaining Committee