

COLLECTIVE AGREEMENT

BETWEEN

STUDENT TRANSPORTATION of
EASTERN ONTARIO
(HEREIN CALLED "STEO" OR "THE EMPLOYER")

AND

The CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5678-1
(HEREIN CALLED "THE UNION")

SEPTEMBER 1, 2019
TO
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ARTICLE 1 – PREAMBLE

WHEREAS it is the desire of both parties to this Collective Agreement:

To maintain and improve the harmonious relations and to settle conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services;

To encourage efficiency in operation;

To promote the morale and well-being of all the employees in the bargaining unit of the Union;

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes and accepts that it is the **exclusive** right and function of the Employer to administer and manage any and all of the affairs of the Employer without reservation, except as specifically limited by the Collective Agreement and the administration of such right shall not be inconsistent with this Collective Agreement. The question of whether any of these rights are limited by the Collective Agreement may be decided through the grievance process.

Without limiting the generality of the foregoing, it is the exclusive right and function of the Employer to:

- a) Maintain order and efficiency;
- b) Establish and enforce reasonable rules and regulations governing the conduct of its employees;
- c) Hire, promote, demote, transfer, layoff, recall, discharge, suspend or otherwise discipline employees: and
- d) Manage its operations

ARTICLE 3 – RECOGNITION

3.01 The Student Transportation of Eastern Ontario (STEO) recognizes the Canadian Union of Public Employees (CUPE) and its Local 5678-01 as the sole and exclusive collective bargaining agent for all Employees of the Student Transportation of Eastern Ontario (STEO) save and except Supervisors and person above the rank of Supervisor, those employed in a confidential nature, executive assistants, employees in the human resources department, Manager of Finance, Manager of IT, and students.

3.02 Correspondence

All correspondence between the Parties relating to implementation, application and interpretation of this Collective Agreement shall pass to and from the Manager of Human Resources, Safety and Training or designate on behalf of the Employer, and the President and designate of the Union on behalf of the Union.

3.03 For the purposes of this Agreement:

- (a) "Employment Standards Act" shall mean the Employment Standards Act, 2000, as amended.
- (b) "UCDSB" shall mean Upper Canada District School Board.
- (c) "CDSBEO" shall mean Catholic District School Board of Eastern Ontario.
- (d) "FTE" shall mean Full Time Equivalent.
- (e) Whenever the singular or masculine is used in this Agreement, it shall be considered as though the plural or feminine has been used.
- (f) "Year" references the fiscal period of September 1st - August 31st

3.04 Definitions

Employee: An individual employed in a position coming within the scope of the bargaining unit defined under Article 3.01.

Full-time Employee: An employee who has obtained a permanent full-time position and who regularly works the full-time hours of work per week as set out in Article 16

Note: A full-time employee may apply for a temporary assignment posted in accordance with Article 14. Following completion of the temporary assignment, a full-time employee will have the right of return to their regular position.

Part-time Employee: An employee who has obtained a permanent part-time position to regularly work less than full-time hours as set out in Article 16.

Probationary Employee: An employee who is employed as a full-time employee or part-time employee who has not completed the probationary period as defined in Article 13

Casual Employee: An employee hired on a daily or day to day basis as needed. A casual employee shall be paid in accordance with Article 24 and will be subject to Article 6. Unless specified in this Agreement, or otherwise provided by law, no other provision of this Agreement shall be applicable to a casual employee.

Temporary Employee: An employee hired:

- i) to replace a full-time or part-time employee who is on an authorized leave of absence; OR
- ii) for a specific term or task which is anticipated or reasonably expected to be no longer than ninety (90) working days; provided that no full-time or part-time employee who is qualified to perform the temporary work is on layoff, unless that employee has refused the temporary work assignment.

A temporary employee shall be paid in accordance with Article 24 and will be subject to Article 6. Unless specified in this Agreement, or otherwise provided by law, no other provision of this Agreement shall be applicable to a temporary employee.

ARTICLE 4 – OCCUPATIONAL HEALTH AND SAFETY

- 4.01 The parties agree that employees, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers under the *Occupational Health and Safety Act*, as amended.
- 4.02 The parties also recognize the right of all workers to be treated fairly in a workplace free from personal harassment as per the *Occupational Health and Safety Act*, as amended.

ARTICLE 5 – HUMAN RIGHTS

- 5.01 The parties recognize their rights and obligations under the Ontario *Human Rights Code*, as amended, including but not limited to the right to equal treatment in employment without discrimination based on any enumerated prohibited ground of discrimination.
- 5.02 The parties also recognize the right of all individuals to be free from sexual harassment in the workplace.

ARTICLE 6 – UNION SECURITY

- 6.01 All employees of STEO covered by the agreement shall, as a condition of employment, become members of the Union upon their commencement of employment.
- 6.02 STEO and the Union agree to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with the Union security and dues check off.
- 6.03 In order to do this, a representative of the Union shall be given an opportunity to meet each new employee during regular working hours, without loss of pay. The Union agrees that the application of this subsection will be applied in a reasonable fashion and bearing in mind the costs involved.
- 6.04 For every pay period, STEO shall deduct from the wages of every employee covered by this agreement, any dues and/or if applicable, initiation fees or assessments levied in accordance with the Union constitution and by-laws. The Union shall provide, in writing, a list of such dues, fees or assessments.
- 6.05 STEO shall forward such deductions to the secretary-treasurer or designate, of the Local no later than the fifteenth (15th) of the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of names of all employees from whose wages deductions have been made. The list shall also indicate the amount of dues deducted from each employee and the pay period dates.
- 6.06 The Union shall indemnify and save harmless STEO from any and all claims arising from the deduction of dues, initiation fees and/or assessments.
- 6.07 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

ARTICLE 7 – INFORMATION

- 7.01 Each member of the bargaining unit shall be provided with access to the Collective Agreement via the Employer's electronic shared point of access. Each member may print a copy from said access point at the Employer's expense. At the point of hire each new employee shall receive a copy of the current Collective Agreement.
- 7.02 The Employer agrees to provide the Union with copies of any new policies issued by the Employer applicable to the working conditions of the employees.

ARTICLE 8 – COMMITTEES

8.01 Labour Management Committee

A Labour Management Committee composed of not more than three (3) representatives of STEO and three (3) representatives of the Union. The Union may be accompanied by the National Representative and STEO may have the assistance of one (1) additional member. The Union will advise STEO of the Union Nominees to the Committee. The Committee shall enjoy the full support of both parties to this Agreement.

The Committee will meet monthly/quarterly or as may be agreed to by the parties. Two weeks prior to the meeting, the parties will issue a proposed agenda identifying the matters to be discussed. As a recurring agenda item, STEO will provide benefits plan updates at Labour Management Committee meetings.

Employees shall not suffer a loss of pay or benefits for time spent with this Committee.

The Parties also agree in relationship to Article 8.01 to meet to discuss the committee mandate and to establish recurring Agenda items.

8.02 Negotiating Committee

A Negotiating Committee composed of not more than three (3) representatives of STEO and three (3) representatives of the Union. The Union may be accompanied by the National Representative and STEO may have the assistance of one (1) additional member. The Union will advise STEO of the Union Nominees to the Committee. The Committee shall enjoy the full support of both parties to this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

9.02 Definitions:

- a) a grievance shall be defined as a difference of opinion between the parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement; including whether or not a matter is arbitrable;
- b) an individual grievance is one lodged by an employee through the Union, which has application only to the employee;
- c) a group grievance is one lodged by the Union, on behalf of more than one employee arising out of the same circumstances;
- d) a policy grievance is one which arises out of the Collective Agreement and is not included under (b) or (c) hereof. A policy grievance shall be lodged by the Union;
- e) for the purposes of this Article, "days" shall mean working days.
- f) Individual grievances shall commence at Step 1 whereas group grievances, policy grievances and Employer grievances shall commence at Step 2.

9.03 Each grievance shall be in writing and shall contain the following:

- a) a description of the factual circumstances alleged to constitute a violation of the Collective Agreement;
- b) specific reference to the Collective Agreement provisions allegedly violated; and
- c) the nature of the relief sought.

Correspondence related to a grievance shall be between the Employer and the Union Steward with a copy to the President of the Union.

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

9.04 It is understood that no grievance shall be considered to exist where the event or circumstances on which it is based occurred more than sixty (60) days prior to the filing of the grievance; thereafter, the timelines of the grievance steps are directory only.

9.05 Step 1

An individual grievance shall be submitted to the Human Resources/ Safety/ Training Coordinator or designate, who shall reply in writing within ten (10) working days of its receipt. The Union must advise the Employer, in writing, of its desire to proceed to the next step of the grievance process.

Step 2

The Union and the Employer shall meet to discuss the grievance. For group, policy or Employer grievances, this meeting will occur within ten (10) days from the date of receipt of the grievance. For individual grievances, this meeting will occur within ten (10) days of receipt of the Union's notice to proceed to Step 2 and the grievor shall have a right to be in attendance at this meeting with no loss of pay.

A Step 2 response shall be delivered in writing within ten (10) days of the meeting.

Step 3

The Employer or the Union may refer the claim to arbitration within ten (10) days of receipt of the response in Step 2 hereof.

Timelines may be extended if mutually agreed in writing.

9.06 Either party may choose to have a witness attend any stage of the grievance process to speak to a matter in issue; however, nothing herein shall compel such a witness to attend.

9.07 All reasonable arrangements will be made to permit the Union to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. At the site visit, the Union may be accompanied by the Grievor. Such viewing shall be scheduled in advance with the Employer subject to operational requirements.

ARTICLE 10 – ARBITRATION PROCEDURE

10.01 In the event the grievance process has been fully complied with and the matter remains unresolved, the following procedure shall be available to the Parties.

10.02 The parties may mutually select a sole arbitrator. In the event that the parties are unable to agree on a sole arbitrator, either party may apply to the Ministry of Labour for the appointment of a sole arbitrator pursuant to Section 48 of the *Labour Relations act*.

- 10.03 In the event that the parties mutually agree that the grievance should be heard by a tripartite Board of Arbitration, each party shall appoint its nominee within five (5) working days of their agreement to proceed in this fashion. The nominees shall jointly select a Chairperson, failing which; either party may apply to the Ministry of Labour for the appointment of a Chairperson.
- 10.04 Each of the parties shall bear the expenses of its nominee, and the parties shall share equally the fee and expense of the Chairperson or sole arbitrator.
- 10.05 The sole arbitrator or Board of Arbitration shall not have any power to alter, modify or amend any of the provisions of this Agreement or to substitute a new provision for an existing provision or render any decision inconsistent with the provisions of this Agreement.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

- 11.01 Except in circumstances requiring the imposition of immediate discipline, the employee shall have the right to consult with a Union Steward and to have them present in any interview with supervisory personnel relating to a proposed disciplinary action provided that no unreasonable delay is occasioned thereby. In normal circumstances, the Supervisor of the affected employee shall provide at least twenty-four (24) hours advance notice of the time, date, and location of the interview.
- 11.02 At the Employer's discretion, a probationary employee's employment may be terminated at any time during the probation period without meeting the just cause standard, provided the reason(s) for such termination is not arbitrary, discriminatory and/or in bad faith. A grievance concerning the termination of employment of a probationary employee shall be commenced at Step 2 of the grievance procedure.
- 11.03 A grievance by an employee who has completed the probationary period alleging they have been discharged without just cause shall be commenced at Step 2 of the grievance procedure.
- 11.04 The record of a disciplinary action against an employee shall remain on the employee's personnel file for a period of fifteen (15) months from the date of its filing. Providing there has been no further disciplinary action with respect to that employee within that period of time:
- a) their record shall not be used against him/her in any employment related matter;
 - b) upon written request from the employee, provided it meets the conditions of the collective agreement, this record of a disciplinary action will be removed from the employee's personnel file.

ARTICLE 12 – SENIORITY

12.01 Seniority is defined as the length of continuous service in the employ of the Employer calculated from the most recent date at which work commenced.

NOTE:

For employees transferred from the UCDSB and the CDSBEO to STEO on February 1, 2012 seniority shall also include seniority at the UCDSB or the CDSBEO as applicable as of the date of transfer as per the Memorandum of Agreement dated December 20, 2011

12.02 Seniority shall operate on a bargaining unit wide basis.

12.03 Seniority is a principle of granting preference to employees within the bargaining unit for postings, promotion within the bargaining unit, demotion and lay-off.

12.04 In the event that two (2) or more employees share the same seniority date, the seniority between these employees will be determined by draw in the presence of the President of the Union and the General Manager or their respective designates.

12.05 The Employer shall post and update a seniority list semi-annually. The list shall include the employee's name, seniority date and ranking, job classification and FTE. Any dispute with respect to the seniority list shall be reported to the General Manager or their designate within thirty (30) working days of its posting; failing which, the seniority list as posted shall be deemed accurate.

12.06 Seniority shall cease, and employment shall terminate:

- a) if the employee is discharged, and the discharge is not reversed through the Grievance and Arbitration Procedure; or
- b) if the employee resigns, in writing, and does not withdraw such resignation, in writing, within twenty-four (24) hours; or
- c) if the employee has been absent without leave, unless a reason acceptable to the Employer is given; or
- d) if the Employee overstays an authorized leave of absence, unless a reason acceptable to the Employer is given; or
- e) if the employee retires; or
- f) after twenty-four (24) consecutive months of layoff or being surplus to the needs of the Employer following the last day of work as per article 14; or

- g) on promotion or transfer to a permanent position not included in the bargaining unit after a period of three (3) months; or
- h) on promotion or transfer to a temporary position not included in the bargaining unit after a period of twelve (12) consecutive months of work in the temporary position.

12.07 Temporary and Casual employees shall not acquire seniority. The Union shall be notified in writing of the names of new casual/temporary employees who have been hired along with the date of hire.

ARTICLE 13 – PROBATION

13.01 A newly hired employee or a temporary employee upon hiring into a permanent full-time or part-time position shall be a probationary employee for a period which includes six (6) consecutive months of work in the position, exclusive of periods of time in which the employee is not scheduled to work as per Article 16. During this period the employee will have no seniority rights. Upon successful completion of the probationary period, the seniority of an employee shall date back to the original date of which work commenced.

ARTICLE 14 – VACANCIES AND JOB POSTING

14.01 Job Postings

When the Employer determines that a vacancy exists, when a new position is created or when a temporary vacancy of more than three (3) months occurs, the Employer shall post an electronic notice of the vacancy describing the criteria for selection for the position. Such notice shall be posted within ten (10) working days of the known vacancy and remain posted for at least five (5) consecutive working days, excluding the day of the posting.

14.02 An electronic job posting shall show the following:

- a) job classification
- b) hourly rate of pay
- c) specific hours of work
- d) job summary
- e) anticipated starting date

- f) status (full time, part-time, permanent, temporary)
- g) qualifications, skills, experience per the job
- h) instructions on application procedure
- i) posting and closing dates
- j) temporary postings will include a description of the term (start/end date), where available, or a description of the task. Where the assignment is to replace an employee on leave, the job posting will indicate that the temporary assignment may terminate earlier upon the return of the incumbent.

14.03 Applicants must possess the qualifications at the time the application is made.

14.04 Where applicants are equal in qualifications and skills, the most senior applicant will be appointed.

14.05 In filling a vacancy, the position shall be awarded within twenty (20) working days of the closing date of the posting; thirty (30) working days of the closing date of the posting during the summer months.

14.06 Temporary employees in the bargaining unit will be given due consideration after all permanent employee applicants have been considered and prior to any external applicants.

14.07 Notification to the Union

The Union shall be notified of all appointments and staff changes within the bargaining unit within two (2) weeks of all appointments.

14.08 Trial Period

The first thirty (30) days the employee is actively at work in the position shall be deemed to be a trial period. If either the Employer or the employee determines it necessary during the trial period, the employee shall be returned to their former position without loss of the former wage rate or seniority.

ARTICLE 15 – LAYOFFS AND SURPLUS

15.01 The parties acknowledge as a general principle that job security increases in direct relation to the length of continuous service in the bargaining unit.

15.02 Layoff

- a) A layoff is defined as a reduction in the number of hours of work of a permanent employee as defined in Article 16, or the elimination of a job class.
- b) Approved vacations, holidays and other periods of authorized leave shall not constitute a lay-off under this Article.

15.03 Notice of Layoff

In the event it becomes necessary to lay off employees, employees shall be laid off in reverse order of seniority within the job classification assigned to those employees. The Employer shall provide employees with working notice of layoff or pay in lieu thereof which is the greater of:

- a) that required by the *Employment Standards Act*
- b) thirty (30) working days

The notice shall be in writing and shall be deemed to have been received by the employee either on the date the notice is hand delivered or two (2) working days following the date the registered mail is sent out.

15.04 Election

An employee in receipt of a notice of layoff shall notify the Employer in writing within five (5) working days of their election to one of the following options:

- a) accept the reduction in hours; or
- b) accept the layoff and be declared surplus; or
- c) displace an employee with less seniority in the job classification, or in a lower paid job classification.

An employee who fails to provide the Employer with their election within the five (5) working days shall be deemed to have elected option (b)

15.05 Bumping

In no event can an employee who has received a notice of layoff displace an employee of greater seniority.

In all cases, an employee who chooses to displace an employee with less seniority must be currently qualified to perform the requirements of the position.

An employee shall not displace an employee in a higher paid classification.

The displacement process shall not result in an increase in the employee's assigned hours, nor shall it result in the splitting of positions.

A seniority list for displacement purposes will be made available to the Union which includes name, job classification, FTE, and seniority date.

15.06 Surplus

A surplus employee:

- a) shall be entitled to remain surplus and eligible for employment for a period of twenty-four (24) months from the effective date of layoff;
- b) is responsible for providing the Employer with their most current contact information. It is understood that an employee will be contacted via email at their STEO email address;
- c) must apply to vacancies as per Article 14 - Vacancies and Job Postings in order to be considered for positions;
- d) subject to the terms of the benefit plan and approval by the carrier, a surplus employee may continue to participate in group insurance coverage available to STEO employees (except LTD) provided that prior to his or her departure they have issued postdated cheques for payment of one hundred percent (100%) of the premium cost. This includes both the employee's and STEO's share of the applicable premiums. The actual coverage available to an employee during the leave period is subject to any limitations contained in the benefits plan.

15.07 Any grievance concerning lay-off shall be initiated at Step 2.

ARTICLE 16 – HOURS OF WORK

16.01 The following provisions in this Article are intended to define the hours for regularly scheduled hours of work for a full-time employee: five (5) consecutive days of seven (7) hours each, Monday to Friday inclusive.

The Employer shall schedule such hours between the hours of 6:00 a.m. and 6:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period, not less than one half-hour (1/2) nor more than one (1) hour. Such hours shall be scheduled in accordance with the needs as determined by the Employer.

For clarity, nothing herein shall be deemed to limit the Employer's right to schedule an employee's work day prior to 6:00 a.m. for the purposes of conducting route audits as may be periodically required by the Employer.

On days that are non-instructional days at the school boards serviced by STEO, employees may request to begin their work day earlier or end it later.

16.02 Employees shall be allowed two (2) fifteen (15) minute rest periods in each normal full-time work day. Rest periods should be scheduled at mid-point in the morning and afternoon.

16.03 There shall be no paid time for commuting to work. Where STEO requires an employee to travel during their regularly scheduled work day, such time spent travelling shall be considered part of the total work day; however, where employees are required to report to a location other than the STEO work site at the beginning of their work day, only such time in excess of their normal commuting time to STEO shall be paid time.

16.04 On the approval of the Employer and where it does not conflict with health and safety, service requirements and operational needs, an Employee may be permitted to work from home up to a maximum of 5 (five) days per year. Such approval shall not be unreasonably withheld.

ARTICLE 17 – OVERTIME

17.01 Except as required to meet operational requirements, overtime shall be assigned on a voluntary basis among employees who are willing and qualified to perform work that is available. All overtime must be approved by the appropriate Supervisor in advance of being performed, except in the case of an emergency, and will be accrued in 15-minute intervals that will be rounded up if beyond the halfway point of the interval.

17.02 Full-time employees and part-time employees shall be compensated as follows:

- a) For all hours up to the full-time equivalent hours per day or per week, the employee's regular hourly rate of pay;
- b) For all hours worked per day or per week in excess of those hours referenced in (a) above, one and one-half (1.5) times the employee's regular hourly rate of pay;
- c) When an employee is not normally scheduled to work on a Saturday, all Saturday hours shall be paid at one and one half (1.5) times the employee's regular hourly rate;

- d) When an employee is not normally scheduled to work on a Sunday, all Sunday hours shall be paid at two (2) times the employee's regular hourly rate;
- e) When an employee works overtime on a paid holiday shall be paid at two (2) times the employee's regular hourly rate; and in addition, shall receive a compensatory day off with pay;
- f) There shall be no pyramiding of overtime payments.
- g) Time off in Lieu

An employee may bank time off in lieu at the appropriate overtime rate to a maximum of the employee's weekly FTE. Time off in lieu must be mutually agreed upon between the Employer and the employee and shall be at no additional cost to the Employer. Any accrued but unused banked overtime as at August 31st of each calendar year shall be paid out.

- 17.03 The Employer shall make every reasonable effort to pay overtime to the employee by the end of the pay period during which the employee has submitted the necessary information.
- 17.04 If the employee is called in because of an emergency, other than during the employee's regular working hours or overtime in 16.01, the employee shall be paid for a minimum of three (3) hours. Payment for such call-in time must be authorized by the appropriate Supervisor.
- 17.05 Employees shall not be laid off during normal hours to equalize any overtime hours worked.
- 17.06 Temporary and casual employees shall be paid overtime in accordance with the *Employment Standards Act*.

ARTICLE 18 – SUMMER HOURS

- 18.01 Full time employees and part-time employees shall have the option of working in excess of their normal hours of work in order to bank summer hours for July and August to participate in a four (4) day summer work week.
- 18.02 Full-time employees may accumulate up to forty-nine (49) summer hours from September to June. Part-time employees may accumulate prorated summer hours based on their FTE.
- 18.03 No overtime rates shall apply to hours banked for the purposes of summer hours.

- 18.04 The scheduling of additional work time to accumulate summer hours must be mutually agreed to between the employee and their Supervisor and is subject to operational requirements of the Employer.
- 18.05 The Employer shall determine the scheduling of the use of accumulated summer hours during July and August in order of seniority, subject to the operational requirements of STEO.
- 18.06 Temporary employees and Casual employees will not be eligible for summer hours.

ARTICLE 19 – PAID HOLIDAYS

19.01 Paid Holidays

The following paid holidays will be granted:

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

- 19.02 The following two (2) recognized holidays, Remembrance Day and January 2nd, along with one (1) Float Day are to be taken during the Christmas break period, in accordance with Appendix "A":
- 19.03 Provided it is a scheduled work day for the employee and that it is not an instructional day for students using STEO's transportation services, the last half day on December 24 will be granted with pay.
- 19.04 Payment of such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours the employee would normally have worked on such day. Except as provided above and in Appendix 'A', when any of the said holidays fall on other than a regular working day, the Employer may either designate some other day as the day upon which the said holiday will be celebrated, or pay the employees who qualify for payment for the said holiday as though it has fallen on a regular working day, whichever the employee prefers.
- 19.05 In order to be entitled to payment for a paid holiday, an employee must have been scheduled to work and have worked the work day preceding the holiday and the work day following the holiday. However, an employee's absence on either one or both of the qualifying days due to certified illness or authorized leave of absence with pay, shall not disqualify the employee from receiving holiday pay as provided herein. The Employer may require a medical certificate as proof of illness.

19.06 When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 20 – VACATION

20.01 Permanent Full-Time employees shall be entitled to vacation leave with pay as follows:

<u>CREDITED SERVICE</u>	<u>ENTITLEMENT</u>
Less than one (1) year	One (1) day per month to a maximum of ten (10) days
Less than three (3) years	Ten (10) days
Three (3) years or more	Fifteen (15) days
Eight (8) years or more	Twenty (20) days
Thirteen (13) years or more	Twenty-two (22) days
Fifteen (15) years or more	Twenty-five (25) days
Twenty-two (22) years or more	Twenty-seven (27) days
Twenty-five (25) or more	Thirty (30) days

After an employee has completed thirty (30) years of service, the employee shall be entitled, for that year only, to thirty-five (35) days' vacation.

Note: For employees transferred from the UCDSB and the CDSBEO to STEO on February 1, 2012, with vacation entitlement (calculated as of August 31, 2012) in excess of Article 20.01, such transferred employee shall retain their vacation entitlement, until such time as vacation entitlement increase as per Article 20.01.

20.02 For purposes of this Article 'service' shall mean continuous, active, uninterrupted service except periods of approved leaves.

20.03 The vacation year shall run from September 1st to August 31st of each year. Employees having completed one (1) year of service or more shall have their vacation entitlement advanced to them on September 1st of each year.

20.04 Employees on unpaid leave during all or part of the vacation year shall have their vacation pro-rated based on hours worked during the vacation year, subject to meeting the minimum requirements of the *Employment Standards Act*. On return to

work, such period of inactive employment shall be included in the calculation of service for purposes of Article 20.01.

20.05 On termination of employment, the vacation leave advanced on September 1st shall be pro-rated based on months worked during the calendar year. Employees will be required to reimburse STEO for any excess vacation taken.

20.06 Permanent part-time employees shall earn vacation credits on a pro rata basis in accordance with hours worked. All other employees shall be provided with vacation in accordance with the *Employment Standards Act*.

20.07 Employees with fifteen (15) days' vacation or more shall be entitled to carry-over up to a maximum of five (5) vacation days provided that such vacation days are taken in the following year.

ARTICLE 21 – SICK LEAVE

21.01 For purposes of this Article, the "year" shall run from September 1st to August 31st of each year.

21.02 For each year, full-time employees shall be paid 100% of regular salary for up to ten (10) days of absence due to illness, disability, injury which precludes the employee from attending work, except where the employee is in receipt of income replacement benefits such as Long-Term Disability Benefits or WSIB Benefits. Part-time employees shall be eligible for sick leave on a pro-rata basis. There shall be no carryover of any unused days of sick leave days from one year to the next.

21.03 Where the full-time employee is absent beyond the ten (10) day period in 21.02, the employee is eligible for sick leave paid at 90% of regular salary on such days absent for a period of up to one hundred and twenty (120) days. When an employee is paid at 90%, STEO will continue to deduct OMERS contributions based on 100% of the member's regular pay and deemed earnings will be reported at 100% for that pay period.

NOTE:

For employees who had accumulated sick leave under the prior UCDSB/CDSBEO collective agreements, such accumulated sick leave shall cease and any accumulated sick leave banks shall be eliminated; however, those employees may access up to 10% of the credits earned as of August 31, 2012 to top up the sick leave paid at 90% to up to 100% of regular salary as per the Letter of Understanding "2". Once those credits have been exhausted, there shall be no further entitlement for top up. This NOTE shall expire and be removed from the Collective Agreement immediately as of the date the 10% top up has been utilized in full.

21.04 Temporary casual employees shall not be eligible for any paid sick leave.

21.05 The ten (10) days referred to in 21.02 shall be granted on the first day of the year provided the employee is actively at work. Where the employee is on an approved leave other than vacation at the commencement of the year, sick leave under this Article shall be available to the employee on a pro-rata basis following their return to work.

21.06 There shall be no sick leave accrual from year to year.

21.07 When an employee is absent from duty as a result of an accident for which compensation is being received by the employee in accordance with the provisions of the *Workplace Safety and Insurance Act*, the employee may access any sick leave available in 21.02 or 21.03 to supplement WSIB compensation payments in order that the employee may receive full salary for a maximum of 120 days, provided that such supplementary payments by the Employer will be charged against the sick leave referred to in this Article and provided further that the Employer's obligation to supplement such compensation payments shall be ended when the 120 days have been exhausted.

21.08 An employee shall be permitted to utilize up to five (5) days sick leave for their own appointments with physicians and/or licentiates of dental surgery. It is understood that an employee will make every reasonable effort to schedule such appointments outside the regular work day. When such an appointment requires the employee to be absent for less than their scheduled work day, sick leave shall be deducted for each hour or part thereof for which the employee is absent from work.

21.09 Proof of Illness

The Employer shall require a medical certificate satisfactory to the Employer in support of absences related to sickness in excess of five (5) consecutive working days, failing which no salary shall be payable. Should the Employer require a medical certificate for a period of absence of less than five (5) working days, the Employer shall pay the cost of obtaining such a certificate. Such medical certification may be requested regardless of whether the employee is in receipt of paid sick leave.

When required to accommodate an employee, the Employer may request an IME (independent medical evaluation). The Union, Employer and employee shall agree on the medical professional to conduct the IME. The Employer shall pay the costs associated with the IME.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Leave Without Pay

- a) A leave of absence without pay may be granted to an employee for personal reasons for a period not exceeding three (3) months. The employee shall forward their request in writing to the General Manager at least one (1) month before the intended starting date. Such leave shall not be unreasonably denied.
- b) The employee shall provide written confirmation to STEO of their intention to return to the employ of STEO no later than thirty (30) days before the expiration of such leave.
- c) Subject to the terms of the benefit plan and approval by the carrier, an employee on a leave without pay may continue to participate in group insurance coverage available to STEO employees (except LTD) provided that prior to their departure they have issued post dated cheques for payment of 100% of the premium cost. This includes both the Employee's and the STEO's share of the applicable premiums. The actual coverage available to an employee during the leave period is subject to any limitations contained in the benefits plan.

22.02 Union Leaves

For Union Business within CUPE Local 5678-1

a) Full or Part- Time Release

A leave of absence with continuation of salary, benefit and other entitlements under the Collective Agreement including seniority accumulation, shall be granted to an elected or appointed CUPE member to perform full-time or part-time duties as assigned by Local 5678-1. No more than two (2) employees shall be granted full and/or part-time leave under this Article for any given period. Notice of such leave shall be provided to the General Manager as soon as possible following the election and/or appointment but in any case, no later than ten (10) working days prior to the commencement of the leave. The Employer shall invoice the Union for the full cost of salary and benefits for the employee while on leave. Where the leave granted is for twelve (12) months or more, the employee shall return to the position held prior to going on leave if it still exists or to a comparable position, if it does not, subject to the provisions of Article 15 Lay-off and Surplus.

b) **Short-Term Release**

Except in unforeseen circumstances, and upon notice by the Union at least ten (10) days in advance, release time shall be granted to employees to carry out Union activities at the local level. The Employer shall invoice the Union for the full cost of salary and benefits for the employee while on leave. An employee while on leave for Union business shall retain all rights and privileges of this Collective Agreement including seniority accumulation as if they were at work during the leave.

22.03 Bereavement Leave

An employee shall be entitled leave with pay for purposes of bereavement and/or matters relating to the death of:

- i) a spouse, parent, child, or stepchild, brother or sister, ward, mother-in-law or father-in-law or step parent, a maximum of five (5) scheduled working days inclusive of burial and/or other matters related to the death at a later date;
- ii) a brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother, step-sister, grandparent, grandchild or a person in loco parentis, a maximum of three (3) scheduled working days inclusive of burial and/or other matters related to the death at a later date
- iii) an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) scheduled working day inclusive of burial and/or other matters related to the death.

Where the days are not attendant on or coincident with the death, the employee shall request a leave, in writing, to their Supervisor at least forty-eight (48) hours prior to the leave.

In the event the funeral is 300 kms or more from the employee's home, an additional day without loss of pay, if this is a regular working day, may be granted at the discretion of the Employer

22.04 Jury Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party (except proceedings where the employee is a party or an accused person), or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer's premises, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) Notifies the Employer immediately that they will be required to attend at court
- b) Presents proof of service requiring the employee's attendance, and
- c) Deposits with the Employer the full amount of compensation received (if any), excluding mileage, travelling and meal allowance, and an official receipt thereof.

22.05 Religious Holiday

An employee shall be entitled up to five (5) day(s) leave with pay per calendar year on scheduled working days that are attendant on and coincident with the observance by the employee of their religion provided that no other reasonable accommodation is not available.

22.06 Graduation

An employee shall be entitled to one (1) paid day leave, per calendar year, to attend a graduation ceremony from a post-secondary institute that occurs on a scheduled working day, for each of the following:

- i) employee
- ii) their spouse
- iii) their children

22.07 Exam

An employee shall be entitled to a maximum of one (1) day leave with pay per calendar year to allow an employee to write an examination relevant to their employment or at a post-secondary level on a scheduled working day.

22.08 Illness in the family

An employee shall be entitled to up to two (2) day(s) leave with pay per calendar year on a scheduled working day(s) to:

- (a) Care for a spouse, child or parent who is suffering from a serious illness,
or
- (b) Attend urgent medical appointments with a spouse, child or parent.

22.09 Family Medical Leave

An employee shall be entitled to a Family Medical Leave as described in, and in accordance with the eligibility conditions set out in the *Employment Standards Act*.

As per the *Employment Standards Act*, an employee can take Family Medical Leave up to eight weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period, in accordance with section 49.1 of the *Employment Standards Act*.

The employee must provide the Employer with a certificate from a qualified medical practitioner indicating that they have a family member with a serious medical condition with a significant risk of death occurring within that period of twenty-six (26) weeks.

22.10 Personal Leave Days

An employee is entitled to up two (2) day(s) leave with pay per calendar year for serious personal reasons. Except for unforeseen circumstances, the employee shall inform the Supervisor at least twenty-four hours in advance.

ARTICLE 23 – PREGNANCY AND PARENTAL LEAVE

23.01 Pregnancy Leave

- a) An employee who is employed by the Employer for at least thirteen (13) weeks preceding the due date shall be granted pregnancy leave in accordance with the *Employment Standards Act*, such leave will terminate, if the employee is entitled to parental leave, seventeen (17) weeks from commencement of leave, or, if the employee is not entitled to parental leave, on the later of seventeen (17) weeks after the pregnancy leave began, or six (6) weeks after date of delivery, still-birth or miscarriage.
- b) An employee may shorten the duration of the six (6) week period provided for under the *Employment Standards Act* upon giving the Employer two (2) weeks written notice of their intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that they are able to resume their work.
- c) An employee who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The employee giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

23.02 The equivalent to a pregnancy leave, as described in the *Employment Standards Act*, shall be granted to an employee who adopts a child. It is understood that in cases of adoption, the employee may cease duty immediately when the child

becomes available. The employee shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

23.03 Parental Leave

- a) Subject to the provisions of the *Employment Standards Act*, an employee who has been employed by the Employer for at least thirteen (13) weeks, and is the parent of a child, is entitled to a parental leave of absence without pay, following the birth of a child or the coming of the child into the employee's custody, care and control for the first time.
- b) Parental leave must normally begin when pregnancy leave ends, or within fifty-two (52) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.
- c) The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- d) The employee may reduce the period of thirty-five (35) weeks for leave provided the employee gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.
- e) Notwithstanding, an employee may request a lesser period of notice of return to duty.

23.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks; if pregnancy leave was taken by that employee, and thirty-seven (37) weeks otherwise. Credit for experience toward salary increments shall continue during such leaves.

23.05 If, during a pregnancy but prior to the commencement of a pregnancy leave, an employee obtains a certificate declaring her unable to continue employment due to illness, the employee may access sick leave, if available, subject to the terms of Article 21.

23.06 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue the Employer's contributions to the premiums for the benefit plans in which the employee was enrolled at the commencement of the leave unless the employee requests otherwise in writing.

23.07 At the discretion of the Employer, pregnancy and parental leave may be granted to an employee who has been employed with the Employer for less than thirteen (13) weeks.

23.08 Upon expiration of a leave granted under this Article, the employee shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position, subject to Article 15. The employee shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Supervisor at least four (4) weeks prior to returning to duty.

23.09 Subject to the layoff and just cause provisions of this Agreement, the Employer may not terminate or layoff an employee entitled to pregnancy and/or parental leave.

23.10 Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the *Employment Standards Act*.

23.11 Nothing in this Article shall remove from an employee any entitlement under the *Employment Standards Act*.

23.12 Parenting Leave

Provided that it is a scheduled working day for the employee, an employee shall be entitled to a paid parenting leave of three (3) working days, inclusive of and consecutive to the date of birth of the child.

Provided that it is a scheduled working day for the employee, an employee who adopts a child shall be entitled to a paid adoption leave of three (3) working days, inclusive of and consecutive to the date that the child comes into their care and custody for the first time.

23.13 Sub Plan

The Employer shall establish a supplemental employment benefit plan pursuant to the *Employment Insurance Act of Canada* under which the regular weekly earnings are continued during the two (2) week waiting period in which no employment insurance benefits are payable, during a pregnancy leave or a parental leave.

ARTICLE 24 – WAGE GRID IMPLEMENTATION

24.01 Steps

(i) The wage grid is comprised of five (5) incremental steps as follows:

- | | |
|--------|-------------|
| Step 1 | (minimum) |
| Step 2 | (increment) |
| Step 3 | (increment) |
| Step 4 | (increment) |
| Step 5 | (maximum) |

- ii) A new employee shall be paid at the minimum rate for the classification they are working in and upon completion of the probationary period, will progress on the steps of the grid at the next September 1st.

24.02 The following grid shall apply for full-time and part-time employees:

September 1, 2019: 1%

September 1, 2020: 1%

September 1, 2021: 1%

CUPE Wage Grids

Effective Sept. 1/2019

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Transportation Planner	\$ 21.69	\$ 23.28	\$ 24.89	\$ 26.48	\$ 28.06
GIS Administrator	\$ 21.69	\$ 23.28	\$ 24.89	\$ 26.48	\$ 28.06
Accounting Assistant	\$ 21.69	\$ 23.28	\$ 24.89	\$ 26.48	\$ 28.06
Transportation Clerk /Receptionist	\$ 19.14	\$ 20.50	\$ 21.84	\$ 23.20	\$ 24.55

Effective Sept. 1/2020

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Transportation Planner	21.91	23.51	25.14	26.74	28.34
GIS Administrator	21.91	23.51	25.14	26.74	28.34
Accounting Assistant	21.91	23.51	25.14	26.74	28.34
Transportation Clerk /Receptionist	19.33	20.71	22.06	23.43	24.80

Effective Sept. 1/2021

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Transportation Planner	\$ 22.13	\$ 23.75	\$ 25.39	\$ 27.01	\$ 28.62
GIS Administrator	\$ 22.13	\$ 23.75	\$ 25.39	\$ 27.01	\$ 28.62
Accounting Assistant	\$ 22.13	\$ 23.75	\$ 25.39	\$ 27.01	\$ 28.62
Transportation Clerk /Receptionist	\$ 19.52	\$ 20.92	\$ 22.28	\$ 23.66	\$ 25.05

- 24.03 A Transportation Planner who has been designated by the Employer as a "Lead Planner" and performs the additional duties of team leader shall be paid an additional 5% on the hourly rate for the Transportation Planner position at the employee's applicable Step in the grid.
- 24.04 Full-time employees shall be paid the wages in twenty-six (26) bi-weekly installments. Wages, subject to statutory or other authorized deductions, shall be paid by direct deposit to a financial institution which participates in the National Electronic Funds Transfer System as determined by the employee.
- 24.05 Casual and temporary employees will be paid the greater of \$18.95 or the minimum step for the classification they are working in (if applicable) plus four (4%) percent vacation pay as per Article 20 - Vacation.
- 24.06 Except as provided in this Article, no employee shall be paid outside the grid.
- 24.07 Change in Classification
- (a) Where an Employee is the successful applicant for a position for which the Level is paid less than what the Employee is currently being paid, the Employee shall be paid at the same step in the new level, provided that it is not a decrease in pay.
 - (b) Where an employee is the successful applicant for a position for which the Level is paid more than the Employee's current level, the Employee will be paid at a rate within the level for the new position which is at least (5 percent greater than the former rate for that Employee, up to the next step in the level.
 - (c) An Employee who is assigned to relieve in a higher classified position shall receive the hourly rate of pay for that classification, at the step next higher than the current hourly rate of the relief employee commencing on the first day in such a relief assignment.

ARTICLE 25 – BENEFITS

- 25.01 The Employer shall make one hundred percent (100%) of the premium contributions in the following plans for properly enrolled, eligible, full-time or part-time employees, regularly scheduled and actively working at least twenty (20) hours per week:
- a) Extended Health Plan
 - b) Vision Care Plan
 - c) Dental Plan
 - d) Basic Group Life Insurance

STEO commits to hosting two (2) wellness-themed events for staff each year. Management will solicit input from staff around the theme of events.

25.02 An employee may opt for additional optional employee and spousal life insurance coverage in accordance with the terms of the plans. The employee shall be responsible for one hundred percent (100%) of the premium costs of optional life insurance which shall be paid through payroll deductions.

25.03 Long Term Disability insurance coverage shall be required for all eligible employees, regularly scheduled and actively working at least twenty (20) hours per week. One hundred percent (100%) of the premium shall be paid by the employee through payroll deductions.

25.04 Cancellation of Long Term Disability (LTD) premium deduction

Premium deductions shall cease for an employee who:

- (i) Will reach the age of 65 years within the next 120 calendar days; or
- (ii) Will retire and qualify for an unreduced pension within the next 120 calendar days; or
- (iii) Will retire and qualify for a reduced pension within the next 120 calendar days.

Coverage shall cease on the earlier of the day the employee reaches age 65 (subject to any elimination period) or the date the employee retires. In cases or retirement under (ii) or (iii), the employee must issue a letter to the Employer notifying of their retirement and request for cancellation of LTD premium deduction. The letter must be accompanied with documentation from Ontario Municipal Employees Retirement System (O.M.E.R.S) indicating pension entitlement. It is understood that an employee invoking this action will be unable to access any benefits from the Long-Term Disability plan in the future. An employee will be required to reapply to determine eligibility for benefits in the event they choose to rescind their letter of retirement, subject to carrier requirements.

25.05 All benefits are subject to the terms of the plans, including eligibility requirements. The Employer's obligations under this Article are limited to the payment of its portion of premiums for insurance coverage for eligible employees. No dispute arising under or relating to insurance claims, coverage or the insurance plan will be subject to grievance and/or arbitration procedures save and except where the Employer has failed to pay and/or remit its share of premiums for eligible employees.

25.06 The employee's share of the Employment Insurance Rebate available to the Employer shall be used to offset the premium costs of the benefit plan provided by the Employer.

25.07 The Employer agrees to remit the required contributions for properly enrolled eligible employees in the Ontario Municipal Employees Retirement System (O.M.E.R.S.), subject to the terms of the O.M.E.R.S. plan, rules and regulations, as amended.

ARTICLE 26 – PROMOTIONS TO POSITIONS OUTSIDE THE BARGAINING UNIT

26.01 The selection and promotion of employees to positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to:

- (i) a permanent position outside of the bargaining unit and is returned to their former position within the bargaining unit within three (3) months; or
- (ii) a temporary position outside of the bargaining unit and is returned to their former position within the bargaining unit within twelve (12) months;

they will be credited with the additional seniority accrued during the period they were employed outside the bargaining unit. The employee will continue to pay Union dues at the rate they were paying while in the bargaining unit during this three (3) or twelve (12) month periods, as applicable.

ARTICLE 27 – NEW POSITIONS AND RECLASSIFICATION

27.01 Should a new position within the scope of the bargaining unit be established by the Employer during the term of this Agreement, the Union shall be notified and shall receive a copy of the proposed job description. The parties shall meet within thirty (30) working days from the date of delivery of the job description in order to evaluate the position. If the evaluation process has not been finalized or the results have not been agreed to by the time the new position is filled, the rate of pay established by the Employer shall apply.

27.02 In the event the job is re-evaluated and the evaluation results in an increase in the rate of pay, the appropriate grid rate shall be applicable retroactive to the date the re-evaluation request was received from the requesting party.

27.03 The Union shall be given thirty (30) days' notice prior to the elimination of a classification.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Facilities

The Employer shall provide employees with secure space to have their meals and to keep their personal belongings.

The Employer shall provide the Union with space at the Employer's facilities for Union meetings at no cost to the Union, subject to prior written notice and availability of space.

28.02 Personnel File

An employee's personnel file shall be available for inspection during regular working hours of the Employer. Such inspection shall occur in the presence of a Human Resources Representative scheduled by appointment made on a minimum of three (3) working days' notice to the Employer.

On request, the employee will be provided with copies of any documents contained in the personnel file at no cost to the employee.

On receipt of written authorization by the employee, the Employer shall provide the Union Representative with access to the employee's personnel file by appointment, as well as copies of the documents contained therein.

An employee will be provided with a copy of any document being added to their file at the time of filing. No document may be introduced at any step of the disciplinary grievance or arbitration processes, for which the employee was not provided with a copy.

28.03 Bulletin Boards

The Employer will have a bulletin board available to post seniority lists and other items of interest to Employees as distributed by the Employer. The Union may use the bulletin boards to post notices of interest to the Union members.

28.04 Inclement Weather

When, in the opinion of the Supervisor, it is considered hazardous for an employee to travel to or from the work location, the employee may be assigned to work from home so long as the hazard continues to exist. If the employee believes it is hazardous to travel to or from work and the Supervisor disagrees, then the employee may access any sick leave available under Article 21 at the corresponding rate of pay.

28.05 Professional Development

The Employer may provide professional development. Time spent at professional development activities shall be considered time at work.

The Employer shall reimburse the cost of related courses, as requested in writing by the employee, for an employee to obtain better qualifications for the position for which the employee currently holds.

Time travelling and attending professional development activities shall be considered time at work and compensated at the employee's regular rate of pay and with the pre-approval of the employee's supervisor. Employees shall have the option of banking this time in their lieu bank or summer hour bank.

28.06 Expenses

An employee shall be reimbursed for all reasonable pre-authorized out-of-pocket expenses upon presentation of appropriate receipts and documents as verified by the immediate Supervisor.

In respect of other travel authorized by the Employer, an employee shall receive kilometrage in accordance with Employer policy and procedure.

Employees completing route audits, which interfere with the breakfast or lunch periods, shall be entitled to claim a meal with appropriate receipts and in accordance with related policies and procedures.

28.07 Performance Evaluation

During the term of this Agreement the Employer will conduct performance evaluations with employees.

Employees to be provided a job description one month prior to the next performance evaluation. Job descriptions to be posted on the shared drive thereafter.

28.08 Criminal Reference Checks

The Employer shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to regulation 521/01 of the *Education Act* or any other subsequent regulation or law dealing with the same matter are stored in a secure location and in a confidential manner. Access to such records and information shall be limited to the designated STEO employees, who are not members of the Union.

STEO shall not release any information about an employee obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

ARTICLE 29 – JOB SECURITY

- 29.01 During the life of this Agreement, the Employer agrees not to contract out any work which would directly or indirectly result in the layoff of employees employed in the bargaining unit as of February 1, 2012.
- 29.02 During the life of this Agreement, the Employer agrees not to participate in the "Ontario Works" or similar programs if that participation will result in the lay-off of employees employed by the Employer.

ARTICLE 30 – STRIKES AND LOCKOUTS

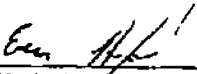
- 30.01 The Union agrees that it shall not cause, direct or consent to any strike, picketing or other collective action on the part of the employees represented by the Union during the term of this Agreement.
- 30.02 The Employer agrees that it shall not cause or direct any lockout of its employees during the term of this Agreement.
- 30.03 The Employer expects that all employees in the bargaining unit will honour their contract at all times. However, the Employer does not expect an employee to risk physical harm in the case of a conflict involving other parties.

ARTICLE 31 – TERM OF AGREEMENT

- 31.01 This Agreement shall be in effect from September 1, 2019 to August 31, 2022 and shall continue in force and effect from year to year thereafter unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement.
- 31.02 During the term of this Agreement, any changes deemed necessary may be made by mutual agreement between the parties.

SIGNED in Prescott, Ontario this 20th day of August 2020.

HAVE SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 5678-1:



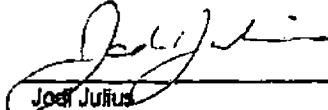
Erin Hurford
President



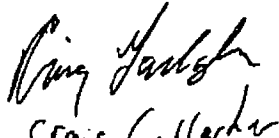
Sheena Hagerman
Chief Steward Local 5678



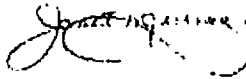
Carolyn Laflamme
Vice-President Local 5678-1



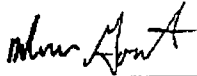
Josef Julius
CUPE Representative


Craig Gallacher
CUPE Steward

HAVE SIGNED ON BEHALF OF
STUDENT TRANSPORTATION OF
EASTERN ONTARIO:



Janet Murray
CAO and General Manager



Marc Gosset
Operations Manager



Tracey Hayden
Manager of Finance



Pat Scissons
Manager of Information Technology

LETTER OF UNDERSTANDING #1**Between****The Student Transportation of Eastern Ontario (STEO)****And****CUPE Local 5678-1****Re: Pay Equity**

The parties agree that the predecessor employers, Upper Canada District School Board and the Catholic District School Board of Eastern Ontario, had established and maintained Pay Equity with respect to the Employees within the bargaining unit represented by the Union.

The parties further agree that in harmonizing the wage scales to the maximum wage rate for the relevant positions, as per the collective agreement between CUPE and the Catholic District School Board of Eastern Ontario (August 31, 2012), the Employer has met its obligation under subsection 7(1) of the Pay Equity Act, as amended and that the parties have met their obligations under subsection 7(2) of the Pay Equity Act, as amended.

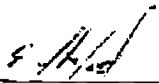
The parties recognize their ongoing responsibility to maintain pay equity at STEO.

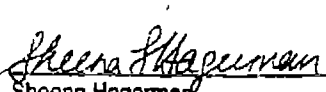
Should a male dominated job classification be created within STEO, the parties shall meet within thirty (30) days of the creation of the position to ensure compliance with pay equity obligations.

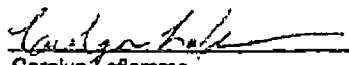
Should the parties agree to strike a Joint Pay Equity Committee, the Committee shall have equal representation to a maximum of four (4) members each not including alternates.

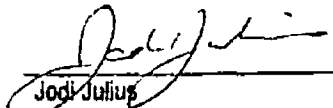
SIGNED in Prescott, Ontario this 20th day of August 2020.


HAVE SIGNED ON BEHALF OF
THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL 5678-1:


Erin Hurford
President

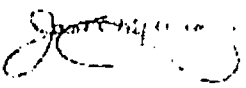

Sheena Hagerman
Chief Steward Local 5678

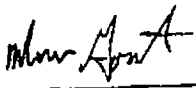

Carolyn Lafamme
Vice-President Local 5678-1

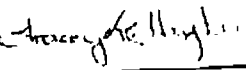

Jodi Julius
CUPE Representative



Craig Gallagher
CUPE Steward

HAVE SIGNED ON BEHALF OF
STUDENT TRANSPORTATION
OF EASTERN ONTARIO:


Janet Murray
CAO and General Manager


Marc Gosset
Operations Manager


Tracey Hayden
Manager of Finance


Pat Scissons
Manager of Information
Technology

LETTER OF UNDERSTANDING #2

Between

Student Transportation of Eastern Ontario (STEO)

and

CUPE Local 5678-1

Sick Leave Top-Up

Employee	Sick Leave as at 31-08-2012 (days)	Sick Leave as at 31-08-2012 (hours)	10% Sick Leave (hours) for Top Up Purposes as at 31-08-2012	Top Up Bank Balance (hours) as at 8-31-2019
Denise Burkert	174.19	1219.33	121.93	107.93
Craig Gallagher	168.78	1181.46	118.14	106.39
Heather Jones	122.85	859.95	85.99	85.99
Carrie Laflamme	73.5	514.5	51.45	51.45
Chris Lavallee	117.71	823.97	82.39	82.39
Diane MacIntyre	105.72	740.04	74.04	73.89
Stacey McDonald	109.45	766.15	76.61	74.41
Janet McKinnon	5.57	38.99	3.89	1.44
Ginette Paquette-Gadbois *	220	1540	154	154

* Denotes Employees who were at the Sick Leave Maximum accrual under former UCDSB/CDSBEO and CUPE collective agreements

NOTES:

Employees listed above will be eligible to access 10% of the sick leave accumulated as at August 31, 2012 under former collective agreements for purposes of the top up.

For clarity, for full-time employees, for each day absent on sick leave (paid at 90%), the employee will require .7 hours to top up to 100%. As such, 1 day will provide 10 days sick leave topped up to 100% annually.

The Bank available for top up purposes shall not increase.

There shall be no cash value for any top up unused as of the date of termination of employment.

Once bank for any employee listed above has been exhausted, this Letter of Understanding shall be deemed to be updated to remove their name from the list.

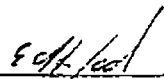
This Letter of Understanding shall expire and be removed from the Collective Agreement immediately as of the date the 10% top up has been utilized in full.

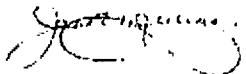
Letter of Understanding #2, Sick Leave Top-Up, continued


SIGNED in Prescott, Ontario this 20th day of August 2020.

HAVE SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 5678-1:

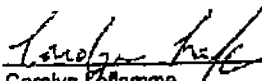
HAVE SIGNED ON BEHALF OF
STUDENT TRANSPORTATION OF
EASTERN ONTARIO:

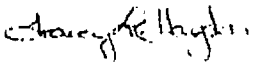

Erin Hurford
President


Janet Murray
CAO and General Manager



Sheena Hagerman
Chief Steward Local 5678



Marc Gosset
Operations Manager


Carolyn Laflamme
Vice-President Local 5678-1


Tracey Hayden
Manager of Finance


Jodi Julius
CUPE Representative


Pat Scissons
Manager of Information Technology


Craig Gallagher
CUPE Steward

LETTER OF UNDERSTANDING #3

Between

The Student Transportation of Eastern Ontario (STEO)

And


CUPE Local 5678-1

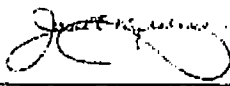
The Employer commits to undertaking a comprehensive analysis, as part of internal strategic business planning and prior to the expiry of the Collective Agreement, a possible framework for implementing opportunities for staff to work remotely on a pre-approved and periodic basis. Analysis will include a technological viability study and a review of implications related to productivity, business continuity, organizational culture, employee engagement, safety, and wellness.

SIGNED in Prescott, Ontario this 20th day of August 2020.

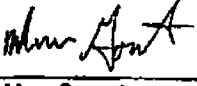
HAVE SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5678-1:


HAVE SIGNED ON BEHALF OF STUDENT TRANSPORTATION OF EASTERN ONTARIO:



Erin Hurford
President, Local 5678


Janet Murray
CAO and General Manager



Sheena Hagerman
Chief Steward, Local 5678

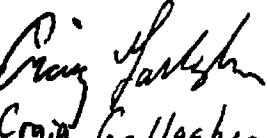

Marc Gosset
Operations Manager


Carolyn Laflamme
Vice-President, Local 5678-1


Tracey Hayden
Manager of Finance


Joeli Julius
CUPE Representative


Pat Scissons
Manager of Information Technology


Craig Gallagher
CUPE Steward

LETTER OF UNDERSTANDING #4

Between

The Student Transportation of Eastern Ontario (STEO)

And

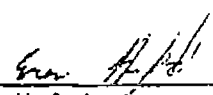
CUPE Local 5878-1

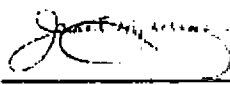
The Employer commits to bringing an Employee Health Spending Account to the next benefits renewal process for costing and consideration #3.

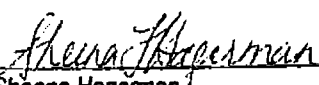
SIGNED in Prescott, Ontario this 20th day of August 2020.


HAVE SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5878-1:

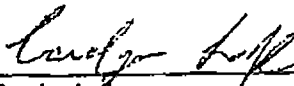
HAVE SIGNED ON BEHALF OF STUDENT TRANSPORTATION OF EASTERN ONTARIO:

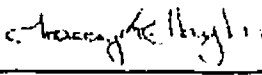

Erin Hurford
President, Local 5878

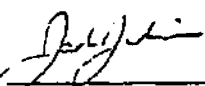

Janet Murray
CAO and General Manager



Sheena Hagerman
Chief Steward, Local 5878

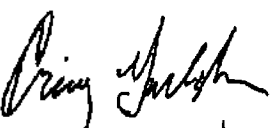

Marc Gosset
Operations Manager


Carolyn Laflamme
Vice-President, Local 5878-1


Tracey Hayden
Manager of Finance


Jodi Julius
CUPE Representative


Pat Scissons
Manager of Information Technology


Craig Gallagher
CUPE Steward

Appendix "A"

December 25-January 3

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
		25 C	26 B	27 RH	28 --	29 --	30 RH	31 F	1 N	2	3						
			25 C	26 B	27 --	28 --	29 RH	30 RH	31 F	1 N	2	3					
				25 C	26 --	27 --	28 B	29 RH	30 RH	31 F	1 N	2 --	3				
					25 --	26 --	27 C	28 B	29 RH	30 RH	31 F	1 --	2 --	3 N			
						25 --	26 B	27 C	28 RH	29 RH	30 F	31 --	1 --	2 N	3		
							25 C	26 B	27 RH	28 RH	29 F	30 --	31 --	1 N	2	3	
								25 C	26 B	27 RH	28 RH	29 --	30 --	31 F	1 N	2	3

Legend:

New Year's Day (N)

Christmas Day (C)

Boxing Day (B)

Recognized Holidays (RH)

Float (F)