

COLLECTIVE AGREEMENT

BETWEEN

**SERVICE de TRANSPORT des ÉLÈVES – WINDSOR ESSEX
STUDENT TRANSPORTATION SERVICES**



And

**UNIFOR LOCAL #2458
STUDENT TRANSPORTATION BARGAINING UNIT**



Effective September 1, 2022 – August 31, 2026

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to establish mutually satisfactory relations between the Employer and the employees covered by this agreement, and to provide a formal procedure for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union shall be the sole bargaining agent for all employees of Windsor Essex Student Transportation Services (W.E.S.T.S.) save and except supervisors and persons above the rank of supervisor.
- 2.02 Where a new classification is established by the Employer, the appropriate classification, wage rate, wage range and progression shall be negotiated and the applicable provision of the agreement shall apply. If no agreement is reached on the wage rate, wage range and/or progression the matter may be submitted to arbitration. If a wage increase results from the arbitration award, the same shall be retroactive to the date that the new job commenced.
- 2.03 It is agreed that the Officers of the Local Union, National Union, or nominee, may enter the work premises under jurisdiction of the W.E.S.T.S. at reasonable times on Union business provided that such entry shall not disrupt the normal routine of members of the Union. They must notify the General Manager or delegate of their presence upon arriving.
- 2.04 The Employer undertakes that it will not enter into any other agreement or contract with employees within the bargaining unit either individually or collectively.

ARTICLE 3 – UNION MEMBERSHIP

- 3.01 The Employer shall deduct from each employee within the bargaining unit, the initiation fee and from each pay dues as are levied by Unifor and its local 2458 in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Employer that each such employee authorizes deductions.
- 3.02 The Secretary-Treasurer of the Local Union will notify the Employer in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.
- 3.03 It is mutually agreed that all present employees of the Employer and all future employees of the Employer coming within the scope of this Collective Agreement and upon completion of their probationary period shall, as a condition of their employment

or continued employment, become members of the Union. Such membership shall be maintained in good standing.

- 3.04 (a) The Employer agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's constitution, from the pay of every employee within the scope of this Agreement, and to transmit electronically the total amount of such deductions to the Secretary-Treasurer of the Union within one week following the month in which such deductions are made together with a list consisting of:
1. Employee name
 2. Employee identification
 3. Current amount deducted for each employee
 4. Year to date amount
 5. Pay number
- (b) All deductions shall be made proportionately from each pay of the month, commencing in the month next following the date of employment, provided that deductions shall commence in the same month for each employee whose date of employment coincided with the first day of the month.
- 3.05 During the term of this Agreement, the Employer agrees to furnish the Union with a copy of any and all new employee correspondence not later than thirty (30) days from hiring.
- 3.06 The Employer agrees that the annual amount of dues paid during the year shall be shown on the employee's T4 slip.
- 3.07 The Employer will allow a representative of the Union to address new employees privately at the time of Employer orientation for a period not to exceed one half (1/2) hour.
- 3.08 The Union shall supply the Employer with a list of its representatives and other officials of the Union who are included in the bargaining unit. This list shall be kept current.
- 3.09 The Employer will forward to the Union the names and addresses, including postal codes, of all employees covered by the Collective Agreement, electronically no later than October 15th of each year or as soon as possible in the school year.
- 3.10 The Union will be copied electronically on all official correspondence.
- 3.11 The Employer agrees to provide the Union with a list of supervisors and will notify the Union when changes occur. This is for information purposes only.

ARTICLE 4 – PROBATIONARY EMPLOYEES

4.01 A probationary employee shall not attain seniority until they have been so employed by the Employer for a consecutive period of six (6) months during any twelve (12) consecutive month period after which time they shall acquire the seniority status and obligations of a permanent employee under this Agreement.

The seniority, vacation entitlement and benefits in accordance with this Collective Agreement, shall be effective on the date of hire into a permanent position.

Vacation entitlement for probationary employees shall be in the extent as herein provided under Article 17 of this Agreement. In the event a probationary employee ceases to be employed by the Employer such entitlement shall be in accordance with the Employment Standards Act.

4.02 It is mutually agreed that probationary employees shall not work in excess of the hours provided herein for permanent employees.

4.03 The term “temporary employee” when used in this Agreement refers to employees engaged by the Employer on other than a permanent or probationary basis to replace a permanent or probationary employee during periods of temporary absence for reasons of illness, injury, disability, parental leave or other leaves of absence.

4.04 Temporary employees may also be utilized for temporary assignments such as work load or special projects. Such assignments shall not exceed a continuous six (6) months unless mutually agreed to by the parties.

4.05 Temporary and probationary employees shall have union dues deducted and remitted to the Union as per Article 3. Said employees will not be terminated for reasons that are arbitrary, discriminatory or in bad faith.

ARTICLE 5 – RELATIONSHIP

5.01 The Employer and Union agree that this Collective Agreement shall be applied in a manner, which fully supports the basic equality of all staff.

5.02 The Employer and the Union further agree that every employee has a right to freedom from all forms of harassment.

5.03 The Employer agrees that there will be no discrimination, interference, restraint, intimidation or coercion, by its members or representative, exercised or practiced upon any employee because of membership in the Union.

5.04 The parties agree that harassment will not be tolerated in the workplace. In the event an allegation of harassment is reported, the Union Committee and the Management

Committee will meet as soon as possible to discuss and investigate the matter fully. All complaints will be handled as per the Employer's Workplace Harassment Policy.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes the right of the Employer to hire, direct, promote, demote, transfer or suspend or otherwise discipline or discharge any employee for just cause, subject to the provisions of this agreement.
- 6.02 The parties agree that a lesser standard of just cause may be applied in the case of probationary employees.
- 6.03 The Union recognizes the right and duty of the Employer to manager its business in accordance with its obligations and to make from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of the Agreement.

ARTICLE 7 – NEGOTIATING COMMITTEE AND COMMITTEE PERSONS

Committee Persons:

- 7.01 The Employer acknowledges the right of the Union to appoint or otherwise elect a Committee consisting of one (1) Chairperson and one (1) Vice-Chairperson to assist employees in presenting their complaints or grievances to the Employer or its representatives.
- 7.02 The Employer shall grant reasonable time to Committee Persons for adjustment of complaints or grievances without loss of pay. Committee Persons shall notify the General Manager or designate when leaving their job to adjust a grievance or complaint.
- 7.03 Subject to the approval of the General Manager, a Committee Person or designate who attends a Union approved function other than negotiations or grievances shall not suffer any loss of pay while attending such function unless such employee is replaced.
- 7.04 The Chairperson shall be the last employee to be laid off or bumped, regardless of seniority or classification.

Negotiation Committee:

- 7.05 The Employer agrees that the Union may appoint or otherwise select a Negotiating Committee composed of a Chairperson and a Vice-Chairperson. In addition, the Committee shall also include Local Union and/or National Union representatives.
- 7.06 For purposes of negotiating the Collective Agreement, when meetings are scheduled with the Employer during normal business hours, members of the Union Negotiating Committee shall be relieved of their duties for that day without loss of pay.

- 7.07 The Union will be provided with access to a printer/photocopier, fax machine and telephone.
- 7.08 The Employer agrees to a Labour Management Committee consisting of not more than two (2) representatives designated from the Union, two (2) representatives designated by the Employer. The committee will meet at the request of either party. The party requesting the meeting will forward the agenda to the General Manager or designate, within three (3) days of the meeting. A minute taker will rotate between the parties.

Union Representation:

- 7.09 Copies of all by-laws, rules and regulations adopted by the Employer, which affect the members of this Union, will be made available electronically to the Chairperson. The Union shall receive an electronic copy of the Policy Handbook and all updates. The Union shall also receive copies of all annual budgets.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 It is mutually agreed that complaints and grievances of employees shall be addressed as quickly as possible. Any employee having a complaint shall first advise their immediate supervisor. A meeting will be held with the employee and their Committee person in an effort to reach a settlement. If a satisfactory settlement of the complaint is not reached within three (3) working days, a formal grievance may be filed under the following procedure:

STEP 1: Any employee or employees having a grievance shall sign a written grievance form and present the said grievance to a Committee person who shall present it to the General Manager, **or designate**, within ten (10) working days after the incident giving rise to the grievance became known to the employee. A meeting will be held with the Union within five (5) working days to discuss the grievance. The General Manager, **or designate**, shall, within five (5) working days of the meeting, deliver their written decision to the grievor and a copy thereof to the Chairperson and to the Local Union office. **If a grievance holds a dispute, or involves specific involvement, with the General Manager the Union may move the item to Step 2 to seek address and remedy.**

STEP 2: Failing settlement under Step 1, the grievance shall be presented to the Superintendent of Human Resources or designate of the Employer Banker Board. A meeting shall be held between the Superintendent or designate, the General Manager and the Union, including the President of the local bargaining unit or designate, within five (5) working days. A decision shall be rendered by the Superintendent of Human Resources or designate of the Employer Banker Board within five (5) days of such meeting. The written decision will be provided to the grievor and a copy thereof to the Chairperson and to the Local Union office.

STEP 3: If a satisfactory settlement of the grievance is not reached under Step 2, with mutual agreement the Employer and the Union may agree to engage a mediator in an

effort to resolve the grievance, otherwise the Union may submit the grievance to Arbitration in accordance with Article 9 of the Agreement.

- 8.02 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing.

ARTICLE 9 – ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either of the parties, after exhausting the grievance procedure, may notify the other party, in writing, within 45 days, of its desire to submit the difference or allegation to arbitration in accordance with the arbitration provisions of the Ontario Labour Relations Act and amendments thereto.
- 9.02 The parties shall attempt to agree on an arbitrator. If the parties have been unable to agree upon an arbitrator within thirty (30) working days of the notice of intent to refer the matter to arbitration, either party may request the Minister of Labour to appoint an arbitrator.
- 9.03 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 9.06 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.07 The grievor who attends an arbitration hearing shall be given the necessary time off to attend the hearing without loss of pay, unless they are on an indefinite suspension or dismissal at the time of the hearing.

ARTICLE 10 – DISCHARGE AND SUSPENSION CASES/ACCESS TO PERSONNEL FILES

- 10.01 The Employer shall not discharge or suspend any employee without just cause.
- 10.02 The Employer shall direct a letter to the employee concerned and a copy thereof to the Union stating its reasons for any discharge, discipline or suspension without pay.

10.03 Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedure within ten (10) days from the date of discharge or suspension and dealt with as herein provided.

10.04 Employees shall have access to their personal personnel files upon their request in writing. The employee's file will be examined in the presence of a person authorized by the Employer. The employee, upon request, will be provided with a photocopy of any documents in the files.

If requested by the employee, a Union representative may accompany any such employee while reviewing their personnel file.

10.05 The General Manager will remove any disciplinary material from an employee's file after eighteen (18) months from the date of the discipline.

ARTICLE 11 – SENIORITY

11.01 (a) Seniority rights shall be established after a probationary period of six (6) consecutive months and shall date from the time as any such employee first entered employment with the Employer. Those employees actively employed as of the date of establishment of the separate legal entity, shall have seniority granted on the date commencing with continuous permanent employment with the predecessor School Boards.

(b) Seniority, as used in this agreement, means the length of continuous service with the Employer, as per (a) above, unless broken as provided under Loss of Seniority.

(c) Seniority rights shall be recognized upon the completion of the probationary period and shall be calculated commencing the first day of hire.

(d) If a temporary employee is hired into a permanent position by the Employer, their time as a temporary employee will be credited towards their probationary period and towards seniority as long as the period is continuous and there is no interruption of service longer than thirty (30) working days.

(e) Where employees have the same date of hire or have equal seniority in accordance with section (1) the order of seniority shall be determined by chance as agreed to by the parties.

(f) A seniority list shall be provided to the Union each **November and April for their review before posting. The list** shall contain the names of all employees within the bargaining unit and shall include date of hire and classification of each employee as of **October 31st and March 31st.**

The list shall be final after thirty (30) days of posting.

11.02 **Layoff and Recall**

- (a) A layoff shall be defined as a reduction in the workforce or a reduction in hours worked. Seniority shall prevail in reduction of hours and/or a reduction of the workforce in layoff and recall of employees. Employees within the classification in which the layoff takes place shall be laid off in the following order:
 - (i) Temporary Employees
 - (ii) Probationary Employees
 - (iii) Permanent employees with the least seniority, providing that the employees who remain on the job have the qualifications, skill and ability required to perform the work.
- (b) In returning to work, the most senior employee laid off shall be the first employee to be recalled providing they have the qualifications, skill and ability to perform the work.
- (c) An employee who would subsequently be laid off as a direct result of the initial bump permitted under the above section, shall have the right to accept the layoff or to bump a member of the bargaining unit with lesser seniority provide that the employee is qualified and can perform the requirements of the job.
- (d) Employees will be given four (4) working days to advise the Employer of their bumping decision.
- (e) No new employee shall be hired if employees are on layoff until the laid off employees who have the qualifications, skill and ability have been recalled to work.
- (f) The parties shall meet to discuss any potential layoffs prior to implementation.

11.03 **Loss of Seniority**

Seniority and employment with the Employer shall cease for any of the following reasons:

- (a) The employee resigns/retires
- (b) The employee is discharged for cause and is not reinstated through the grievance or arbitration procedure
- (c) The employee fails to return to work upon recall within seven (7) calendar days after notification in writing to the Employer to do so has been sent by registered mail to their address on record with the Employer. It is the employee's responsibility to notify the Employer of any change of address.
- (d) If the employee is laid off for a period longer than two (2) years or length of service, whichever is greater.

11.04 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) days prior to the effective date of lay-off. If

the employee has not had the opportunity to work the days as provided in this sub-article, the employee shall be paid for the days for which work was not made available.

- 11.05 If a permanent employee is transferred to a position in a lower category as a result of circumstances in Article 11.02, the rate of pay will be red-circled at the rate prior to the transfer to a maximum of twenty-four (24) months, at which time the red-circling will end and the employee will be placed at the appropriate step on the salary grid for the position they are performing.

If within a twelve (12) month time limit a subsequent opening is created, they may be transferred by Management without the normal job posting procedure by mutual agreement. If the employee declines the new assignment for which they are qualified and which pays the same or higher rate, the red-circling will end.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01 The General Manager may grant to any employee, leave of absence without pay up to two (2) months, upon receiving a written request one (1) week prior to the intended commencement of such leave indicating the reason for such request. Such requests shall not be unreasonably denied.

Partial shift hours off may be granted without pay by the Supervisor upon receiving a request from the employee while on duty. Such requests must be, in the opinion of the Supervisor, of an emergency nature and must not be for reasons that would normally be known to the employee prior to the starting of their shift.

For leaves of absence in excess of two (2) months, a written request must be made to the Employer through the General Manager at least four (4) weeks in advance of the intended date of commencement of such leave. The Employer may grant such leave to any employee for legitimate reasons for a period up to sixty (60) days and their seniority shall continue to accumulate during such absence. Such leave may be extended by mutual agreement and any person who is absent with such permission shall not be considered laid off, and their seniority shall continue to accumulate during their absence.

The requirement for written request as required above may be waived by the General Manager in the case of actual emergency. Leaves of absence may be granted upon request to employees for educational purposes and such leave shall not exceed six (6) months in any one (1) year without mutual consent, or twelve (12) months with mutual consent.

- 12.02 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union Conventions, Seminars or Education Classes or other Union business shall be granted leave of absence. Seniority shall

continue to accumulate during such absence. Such leave of absence shall be granted by the Employer without pay.

- 12.03 If an employee is absent from work on a leave of absence for a period greater than thirty (30) days benefits will be administered in accordance with the rules of the Employee Life and Health Benefit Trust (ELHT).
- 12.04 Jury Duty – An employee who is required to serve as juror or is required by subpoena to appear in court as a witness but not a party to the action, shall be granted leave of absence without loss of seniority for a period required by the court. Upon receipt of such notice to serve, the employee must immediately notify the Employer. The employee shall pay to the Employer the fees received for the time served and the Employer will pay the employee's regular pay.
- 12.05 An employee who is unavailable for work because they were convicted of a minor offence and incarcerated for such offence shall be considered on vacation and then on a leave of absence if necessary, for the period of their incarceration provided the leave of absence does not exceed sixty (60) calendar days.
- 12.06 Deferred Salary Leave Plan (Four Years Over Five Plan)
- (a) Description – The plan affords an employee the opportunity of taking a one (1) year leave of absence and, through the deferral of salary, finance the leave by spreading four (4) year's salary payments over a continuous five (5) year period.
 - (b) Qualifications – Any employee having four (4) year's seniority with the Employer is eligible to participate.
 - (c) Application:
 - (i) An employee must make written application to the General Manager requesting permission to participate in the plan on or before January 31st.
 - (ii) Written acceptance or denial of the request, with explanation, will be forwarded to the employee within sixty (60) days of the original request.
 - (iii) Approval of individual requests to participate in the plan shall rest solely with the Employer, such requests shall not be unreasonably denied.
 - (d) Payment Formula and Leave – The payment of salary, fringe benefits and the timing of the one (1) year leave of absence shall be as follows:
 - (i) During the years of the plan prior to taking the leave, an employee will be paid 80% of their proper hourly wage and applicable allowances calculated each pay. The remaining 20% of hourly wage and applicable allowances calculated each pay will be accumulated and invested by the Employer in an individual leave plan account. This account will also accumulate interest.
 - (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Employer deals.

- (iii) The employee will be provided with an annual statement of their leave plan account each July showing principal and interest earned as of June 30th; however the employee does not have access to or a right to the principal funds in the leave plan account until the leave (5th year), or withdrawal from the leave plan.
- (e) **Benefits During Participation in the Plan**
- (i) The Employer will pay 100% of its share of the employee's benefit costs in the non-leave years of the plan.
 - (ii) Employees will pay 100% of the employee benefit costs during the year of leave. Any benefits tied to salary level shall be structured according to the actual salary paid.
 - (iii) Employee benefits will be maintained by the Employer during the leave of absence; however, such benefits shall be paid by the employee in the manner dictated by the ELHT.**
- (f) Terms of Reference
- (i) The amount received by the employee during the year of leave will be the amount accumulated in the individual leave plan account. The amount of interest accrued at the end of each calendar year shall be paid no later than the end of February in the following year. Under the Income Tax Act, interest shall be accrued and reported for tax purposes annually. During the year of leave, the employee will be paid as per the pay schedule.
 - (ii) At the end of the leave the employee will return to their previous assignment.
 - (iii) An employee participating in the plan upon return to duty shall be eligible for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
 - (iv) Sick leave credits will not accumulate during the year spent on leave.
 - (v) Deferred Salary Leave Plan contributions will be handled as outlined by the OMERS Pension Plan Text.
 - (vi) An employee may withdraw from the plan any time not less than thirty (30) days prior to the commencement of the leave. Upon withdrawal, any monies accumulated, plus interest owed will be repaid within sixty (60) days of notification in writing of desire to leave the plan.
 - (vii) In the event a suitable replacement cannot be hired, the Employer may defer the year of leave. In such an instance the employee may choose to remain in the plan or receive repayment.
 - (viii) Should an employee die while participating in the plan any monies accumulated, plus interest accrued at the time of death, will be paid to the employee's designated beneficiary as outlined on the Beneficiary Form.
 - (ix) An employee wishing to participate in the plan shall be required to sign a contract supplied by the Employer before the final approval for participating will be granted.

- (x) The Deferred Salary Leave Plan will be administered as per the Income Tax Act 6801.

12.07 Paid Education Leave

The Employer agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the Employer to the following address: Unifor Paid Education Leave Program, 205 Placer Court, North York, ON M2H 3H9.

12.08 Union Leave/Public Office

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of up to three (3) years without pay, benefits, or loss of seniority. Such employee shall renew their leave of absence on the two (2) year anniversary date and extension privileges shall be provided. Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government shall be granted a leave of absence for a period of up to three (3) years without pay, benefits, or loss of seniority. Such employee shall renew their leave of absence on the two (2) year anniversary date and extension privileges shall be provided.

12.09 Armed Forces Leave

Employees who are conscripted to serve in the Canadian Armed Forces or enlist therein during hostility shall be considered as having leave of absence without pay and shall retain their seniority rights and will continue to accumulate seniority provide they are asserted within ninety (90) days following honourable discharge and provided such discharge is obtained by the employee as and when it is made available to the employee.

ARTICLE 13 – JOB POSTINGS

13.01 In order to ensure that employees are given the opportunity of applying for positions, the Employer agrees to comply with the following procedures:

(a) When vacancies occur in which the Employer determines to fill, or new jobs of a permanent nature, or temporary nature in excess of six (6) months are created within the scope of this Collective Agreement, the Employer shall post notices electronically for all such vacancies or new jobs for seven (7) working days.

- (i) The notice will contain the job title, the qualifications required, the posting number, the name of the official to whose attention applications are to be

directed, amount of salary, or rate of pay, hours of work per week and posting closing date/time.

- (b) (i) Employees shall have the right to bid on such vacancies or new jobs and they shall be filled from applications received on the basis of seniority, provided, the applicant has the qualifications, skill and ability to perform such work.
- (ii) The successful applicant shall be placed in the new position no later than **fourteen (14) working** days after being awarded the position through the job posting procedure. **Timelines mentioned in Article 13 may be extended by mutual written consent of both parties.**
- (c) Employees transferred pursuant to paragraph 13.01 (b) shall have all seniority privileges transferred with each such employee and each such employee transferred to any position shall be on a trial/evaluation basis for twenty (20) working days. The time limit may be extended by written mutual agreement.
- (d) In the event that any employee reverts to their original position, they shall maintain all rights and privileges of their original position and the next most senior applicant, provided, the applicant has the qualifications, skill and ability to perform the work, shall automatically receive such position without re-posting.
- (e) Those employees promoted to a non-bargaining unit position will retain their seniority accumulated in the Bargaining Unit for a period of eighty (80) working days. If such employee transfers back to the Bargaining Unit within eighty (80) working days, they shall be credited with all such accumulated seniority rights and privileges previously enjoyed as a member of the Bargaining Unit.
- (f) Temporary vacancies, which occur due to the absence of a permanent employee, shall be posted and filled if such vacancy is expected to go beyond six (6) months, provided that the original employee holding such position shall be entitled to their previous job upon their return.
- (g) For temporary non-union positions resulting from a statutory leave, employees who accept to fulfill these roles will retain their seniority accumulated in the Bargaining Unit for the period of the leave.

ARTICLE 14 – BEREAVEMENT

14.01 Employees shall be entitled to Bereavement Leave with pay at the time of death of a family member as follows:

- (a) In the event of the death of an employee's spouse, child, step-child (including child under legal guardianship), mother, father, step-parent, or sibling, five (5) consecutive working days immediately following the death shall be granted.

- (b) In the event of the death of a parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild, three (3) consecutive working days immediately following the death shall be granted.
- (c) In the event of the death of a niece, nephew, aunt, uncle or friend, one (1) working day to attend the funeral.

Note: It is understood that days under 14.01(a) and (b), may be taken for all observances and rituals associated with one's religious/cultural beliefs such as but not limited to: funeral services, memorial services, visitation and/or ceremonies. In special circumstances, with prior approval of the Human Resources Officer or designate, exceptions may be made to 14.01(a) and (b) to vary the requirement for consecutive days immediately following the death, such request shall not be unreasonably denied.

14.02 In the event of a death of any employee within the bargaining unit, the Chairperson or designate shall be granted four (4) hours off, without loss of pay, to attend the funeral.

14.03 **Employment Standards Act Leaves of Absence**

(a) Various Leaves of Absence are provided and paid in accordance with the Employment Standards Act (E.S.A.) and the Employment Insurance (E.I.) Act.

(b) An employee who is receiving benefits in accordance with the E.S.A. and the E.I. Act shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the employee LTD benefits, including pension, if matched by the employee per OMERS regulations, in which the employee is participating during the leave.

(c) Subject to any changes to the employee's status which would have occurred had they not been on a leave as provided in accordance with the E.S.A. and the E.I. Act, the employee shall return to their former position. The employee will have all rights and provisions granted to them under this collective agreement as if there had been no break in service.

(d) For further information refer to the Employment Standards Act and the Employment Insurance Act.

ARTICLE 15 – PREGNANCY/PARENTAL/ADOPTION LEAVE

15.01 Leave of absence due to pregnancy/parental and/or adoption shall be granted by the Employer without pay according to the Employment Standards Act of Ontario. An employee on such leave will notify the General Manger in writing of their intention to return to work within the stated period.

15.02 Seniority rights shall be maintained during such leave and employees shall have the right to their former position.

- 15.03 During a granted pregnancy or adoption leave, employees will be entitled to the following benefits:
- (a) Employers contribution to benefits for the maximum weeks allowable according to Employment Standards.
 - (b) Retention of vacation entitlement
 - (c) Retention of long service entitlement, if applicable.

15.04 Paternity Leave

An employee not taking leave under Article 15.01 shall be entitled to a paternity leave with pay for a period of up to two (2) days upon the birth or adoption of their child.

- 15.05 An employee has the option of taking their parental leave concurrently or sequentially with their spouse's pregnancy/parental leave.

- 15.06 An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.

15.07

- (a) Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the birth of **their** child, but with no deduction from sick leave or Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and **their** regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) The Employee must provide the **Employer** with proof that **they have** applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (d) Permanent employees and employees in term assignments not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- (e) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March break, etc.) the full eight (8) weeks top up shall continue to be paid.
- (f) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

- (g) Employees in term assignments shall be eligible for SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment, whichever is less.
- (h) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefit provisions apply.
- (i) The start date for the payment of pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (j) Births that occur during an unpaid period (i.e. summer, March break etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (k) Casual employees have no entitlement to benefits outlined in this article.
- (l) A SEC plan to top up their E.I. Benefits for eight (8) weeks at 100% salary is the minimum for all eligible employees. An Employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of **their** child but with no deduction from sick leave of the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay.

ARTICLE 16 – HOLIDAYS

16.01 The Employer will grant to all employees:

Pay for the following holidays or the day which may be observed as the effective paid holiday provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday, unless said absence is due to illness, injury or with the approval of the immediate Supervisor. In such cases the Employer may require a Medical Certificate.

- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Truth and Reconciliation Day ****
- Thanksgiving Day
- Winter** Break as observed by schools

**** An employee will be granted an alternate day off in the event this paid holiday falls on a day in which school is in session or on a weekend (Saturday**

or Sunday). This alternate day will be determined upon mutual consent of the General Manager, or designate and the employee.

And any other day proclaimed by the Federal, Provincial or Municipal governments as a Statutory Holiday.

- 16.02 It is understood and agreed that employees who are laid off but maintain seniority or employees who are suspended, provided such suspension is not reversed by award pursuant to Article 9 hereof, shall not be entitled to the benefit of paid holidays.
- 16.03 An employee who is required to work on any of the above mentioned holidays shall be paid at the rate of double the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular holiday pay.
- 16.04 For the purpose of computing overtime, any week in which a paid holiday falls, the normal hours of work for such week shall be deemed to be reduced by one (1) day providing the holiday falls within the work week.
- 16.05 When any of the paid holidays listed fall on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday, employees will receive an additional day's pay.
- 16.06 Employees shall be entitled to two (2) personal paid leave days per calendar year. Requests for approval must be submitted to the General Manager at least two (2) days in advance unless there are extenuating circumstances.
- 16.07 An employee shall not lose holiday pay if the holiday falls during the absence when sick leave days are being utilized. An employee who is absent and receives sick leave and/or Workplace Safety & Insurance Board benefits on the regularly scheduled working day previous to or following a holiday(s) as set out in 16.01 above, will be deemed eligible to receive pay for such holiday(s) without deduction from the employee's Sick Leave for that statutory holiday(s).

ARTICLE 17 – VACATION

- 17.01 An employee employed on a twelve month basis shall be entitled to a vacation at the regular rate of pay, excluding overtime, calculated for each vacation year (July 1 to June 30) as follows:
- (1) Less than one (1) year – one (1) day for each completed month of service – maximum ten (10) days
 - (2) After one (1) year – ten (10) days
 - (3) After three (3) years – fifteen (15) days

(4) After nine (9) years – twenty (20) days

(5) After fourteen (14) years – twenty-five (25) days

(6) After twenty-four (24) years – thirty (30) days

17.02 Seniority employees working less than thirty-five (35) hours per week shall be granted annual vacation allowance in accordance with the ratio which their scheduled hours in a normal workweek bears to thirty-five (35) hours; such ratio to be applied to the vacation schedule of a regular full-time employee set out in 17.01 above, and based upon continuous scheduled service.

17.03 Vacation Scheduling

(a) All employees who are entitled, in accordance with the provisions of Article 17.01, to vacation time off with pay, shall be notified as to their current year's entitlement on or before April 30th each year.

(b) Employees shall be asked to state their preference in vacation dates each year and will be granted on the basis of seniority.

(c) Annual requests for vacation shall be confirmed by the Planning and Data Services Supervisor to each seniority employee.

17.04 Computing Vacation Entitlement

Years of service, as set out in Article 17.01, shall be determined from July 1st of the year preceding the year of vacation entitlement and June 30th of the year of vacation entitlement.

17.05 An employee leaving the service of the Employer at any time in the vacation year before having taken their vacation shall be entitled to a proportionate payment of pay or wages in lieu of such vacation. Such vacation credits shall be paid to the estate of an employee who dies.

17.06 An employee's vacation time should be completed before the commencement of the next period of accumulation. Ten (10) days or half of the current yearly accrual may be carried over to the following vacation year. An employee must notify the General Manager in order to carry over any vacation by May 31st of each year.

17.07 Paid Holiday During Vacation

If a paid holiday falls or is observed during an employee's vacation period, such employee shall be granted an additional day of vacation for each such holiday in addition to regular vacation time.

17.08 It is agreed that if it becomes necessary for an employee to be confined to hospital and/or home as a bed patient on their doctor's order as a result of illness or injury

suffered while on vacation, or as a result of a recurrence of any disability for which such employee would be entitled to Workplace Safety and Insurance Benefits, the time spent in bed (hospital and/or home) shall be charged to such employee’s cumulative sick leave or Workplace Safety and Insurance Benefits as the case may be, provided the employee provides proof of their confinement satisfactory to the General Manager.

17.09 A maximum of five (5) days’ vacation may be borrowed from the current accrual period. Requests must be made in writing to the General Manager.

ARTICLE 18 – STRIKES AND LOCKOUTS

18.01 The Union agrees that during the term of this Agreement, there shall be no strikes, suspension, or slowdown of work, picketing, or other interference with the operation of the Employer’s business and to this end the Union will take affirmative action to prevent any employee from engaging in any such activity. The Employer agrees that there shall be no lockout of the employees.

ARTICLE 19 – SALARIES AND WAGES

19.01 For the period of September 1, 2022 to August 31, 2026 and in accordance with the **Letter of Understanding between WESTS and UNIFOR Local 2458** all employees covered under the provisions of the Agreement shall be paid in accordance with the hourly rate shown in the following schedule:

POSITIONS	MAXIMUM HOURLY RATES				
	current 2021 09 01	Effective 2022 09 01 \$1	Effective 2023 09 01 \$1	Effective 2024 09 01 \$1	Effective 2025 09 01 \$1
Transportation Clerk /Safety Coordinator	\$29.93	\$30.93	\$31.93	\$32.93	\$33.93
Transportation Officer	\$33.93	\$34.93	\$35.93	\$36.93	\$37.93
Route Planner	\$33.93	\$34.93	\$35.93	\$36.93	\$37.93
Operations Coordinator	\$39.82	\$40.82	\$41.82	\$42.82	\$43.82

ARTICLE 20 – EMPLOYEE BENEFITS

20.01 Pension

The pension plan established by the Employer through Ontario Municipal Employees’ Retirement System (OMERS) shall be applicable in accordance with OMERS regulations and Employer motion.

20.02 Life Insurance, Health, Vision & Dental Benefits

All full-time, permanent, Bargaining Employees are eligible to participate in the life insurance, group dental and group health benefit plans as governed by the applicable Employee Life and Health Trust (E.L.H.T.). Such policy is subject to change.

20.03 Long Term Disability

- (a) The Employer's L.T.D. plan covering employees under this agreement will continue and the Employer shall pay 100% of premium costs of the L.T.D. plan. In accordance with the respective insurance policy.
- (b) The Employer agrees that if it changes its Long Term Disability (L.T.D.) provider throughout the life of this Agreement, the new plan will contain the same features that were in existence at the date of ratification. Highlights of the existing plan are as follows:
- Benefits = 60% of Earnings
 - 120-Day Waiting Period
 - COLA – 4%
 - Own Occupation Coverage for 24 Months
- (c) L.T.D. coverage ceases on the employee's 65th birthday or when they are eligible for an unreduced pension, whichever comes first.

20.04 If an employee is laid off, LTD benefit premiums will be covered by the Employer to the end of the month in which the lay off occurs.

ARTICLE 21 – HOURS OF WORK

21.01(a) All employees regular hours of employment shall be thirty-five (35) hours per week five (5) days from Monday through Friday of each week and the working hours shall be between 8:00 a.m. and 4:30 p.m., **with up to one (1) hour unpaid lunch shall be permitted.**

With prior approval from the Manager, an employee can request an alternative start and end time between 6 am and 6 pm. No reasonable request will be denied.

From time to time, the Employer may need to adjust the standard hours of work to meet the requirement of the position. Any changes will be made upon mutual agreement with the Union.

- (b) Employees summer hours of employment shall be six and three quarter hours per day (6 $\frac{3}{4}$), commencing Monday of the last full week of June and ending two

(2) weeks prior to the school start up. The eight (8) days off in lieu can be taken at any time during that period subject to the approval of the General Manager.

- (c) The employee will be paid based on an average number of hours per week calculated on an annual basis as thirty-three and three quarters (33 $\frac{3}{4}$) hours per week.

21.02 **Overtime**

- (a) Overtime for all employees must be authorized by the Employer and shall commence for all full time employees only after they have worked in excess of their normal hours of work for the work day or the work week, except Sundays. The rate for all time worked on Sunday shall be double time. The Employer shall pay time and one-half the regular rate of pay for all authorized overtime or may grant time in lieu with the consent of the employee. Overtime for all permanent part-time employees shall commence after seven (7) hours in a workday or thirty-five (35) hours in a workweek.
- (b) No employee shall be laid off work in any week merely for the reason that they have worked overtime in that week.
- (c) If an employee is called in to work during their off duty hours they shall be paid the applicable overtime rate for hours worked or three (3) hours at regular rates, whichever is greater of the two (2).
- (d) All overtime shall be offered equally among employees within the same classification who are performing similar work.

21.03 When an employee is assigned on a temporary basis for more than one (1) day to perform work in an occupational classification other than their own and there is a difference between the rates of pay of the two (2) classifications, they shall be paid the higher of the two (2) for the entire period of the temporary assignment.

21.04 For the purpose of computing overtime, any paid holiday shall count as one day worked.

ARTICLE 22 – SICK LEAVE

22.01 Sick Leave

Sick Leave / Short Term Leave and Disability Plan – Employees (excluding casual and term employees)

- 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

appointments and personal dental emergencies. Appointments shall be scheduled outside of working hours, where possible.

b) Sick Leave Days

Subject to paragraphs 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 STLDP 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 STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP 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, STLDP, 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 STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs (b) and (c) 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 their full FTE without absence due to illness.
- iv. For the purpose of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.
- v. Where an employee is accessing STLDP, 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 their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-

time their salary will be reduced accordingly and a new prorated sick leave and STLDP 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. Once provided, the new allocation will be reconciled as necessary, consistent with (a) (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. Where any employee is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an unused sick/short term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- vii. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) **WSIB & LTD**

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under the employer's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the employer once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the employer shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

f) **Short-Term Leave and Disability Plan Top-up**

- i. Employees accessing STLDP 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 STLDP.
- 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 employer 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%.

g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment

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

- i. Employees working less than a full year, and/or less than full-time, 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.

h) Administration

- i. The employer may require and the employee shall provide medical confirmation of illness or injury to substantiate access to sick leave or STLDP.
- ii. The employer may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix A. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. A board 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.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- v. The employer shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

i) Proof of Illness

- 1. The employer may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is

required to be provided by the Employee for absences of five (5) consecutive working days or longer.

2. Where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Benefit Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the employer. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. The employer may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the employer's choice at the employer's expense.
3. In cases where the Employee's failure to cooperate is the result of a medical condition, the employer shall consider those extenuating circumstances in arriving at a decision.

j) **Pension Contributions While on Short Term Disability**

Contributions for OMERS Plan Members:

When an Employee/Plan Member is on short-term sick leave and receiving less than 100% of regular salary, the employer will continue to deduct and remit OMERS contributions based on 100% of the Employee/Plan Member's regular pay.

If the Employee/Plan Member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease. The Employee/Plan Member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an Employee/Plan Member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

- 22.02 The Employer shall be responsible for any cost incurred for obtaining such medical certificate.
- 22.03 It will be the responsibility of the employee, who is on a prolonged absence due to illness or injury to maintain regular contact with the Employer.
- 22.04 Wages and salary for time lost due to Compulsory Quarantine shall be paid to employees when certified by a medical officer and shall not be charged to sick leave, unless the employee is quarantined because they have contracted the disease or illness.
- 22.05 During the period for which an employee is entitled to sick leave, provided such employee's absence is due to illness or disability, benefits will be provided in accordance with the rules of the Employee Life and Health Benefits Trust (ELHT).

ARTICLE 23 – GENERAL

23.01 The Union and the Employer desire every employee to be familiar with the provision of this agreement and their rights and duties under it. For this reason, the Employer shall provide electronically a copy of the Agreement within thirty (30) days of signing.

ARTICLE 24 – AUTOMOBILE INSURANCE

24.01 For employees required to use their personal vehicle, the Employer will pay the difference to employee's automobile insurance rates resulting from the inclusion of 'business use' coverage. Employees shall be obligated to provide proof of coverage and proof of payment of such expenditure to be eligible for this reimbursement up to a maximum of \$250.00 per year.

ARTICLE 25 – ADJUSTMENTS AND TECHNOLOGICAL CHANGE

25.01 (a) When the Employer decides to institute a technological change which is related to the duties and functions of an employee or group of employees, the Employer agrees to notify the Union as far as possible in advance of such intention.

(b) At such time, the Employer will convene a meeting with the Union to discuss the introduction of the technological change, and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee(s).

25.02 (a) In the event that the Employer should introduce new methods and/or equipment which require new or greater skills than are possessed by the employees under the present methods of operation, the Employer will reimburse tuition fees paid by the employees for courses taken provided that :

- (i) the course is approved by the Employer
- (ii) the employee provided proof of tuition fees paid and successful completion of the course. In lieu of the above, the Employer may offer training at its expense.

ARTICLE 26 – JOB SHARING

26.01 (a) Job sharing requests with respect to full-time positions shall be considered on an individual basis.

(b) Where two (2) employees wish to job share, they shall make application to the General Manager in writing between May 1st and July 31st in any year for effect in September, if possible.

- 26.02 Only full-time positions shall be considered for job sharing between two (2) employees. The salary, benefits, and sick leave shall be pro-rated in accordance with the position's hours of work. Their seniority will accrue on a full-time basis.
- 26.03 Total hours by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees, subject to the approval of the Employer. Should any scheduling discrepancies between the job sharers arise, the decision of the Employer shall be final.
- 26.04 Each job sharer may exchange shifts with their partner.
- 26.05 The job sharers involved will have the right to determine which partner works on scheduled paid holidays.
- 26.06 Posted schedules for the job sharers shall be based on the normal schedule that would apply to a full-time employee holding that position. Such schedules shall conform with the scheduling provision of the Collective Agreement. Job sharers shall not be required but may consent to work overtime as per Article 21.
- 26.07 It is expected that both job sharers will cover each other's absences. If, because of unavoidable circumstances, one cannot cover the other, the General Manager must be notified to book coverage. The job sharer who covers the absence will be paid for the additional hours worked at straight time up to the normal hours of work.
- 26.08 Vacation, Pregnancy and Parental Leave and other leaves shall be pursuant to the Collective Agreement.
- 26.09 Any incumbent full-time employee wishing to share their position, may do so without having their half of the position posted. The other half of the job sharing position will be posted and the selection will be made on the criteria set out in the posting provisions of this Collective Agreement. If no one in the bargaining unit posts for the job sharing position, then the job sharing request will be denied.
- 26.10 If one of the job sharers leaves the arrangement the Job Sharing Agreement ceases.
- (a) Either party may discontinue the job sharing agreement within sixty (60) calendar days' notice.
 - (b) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) calendar days to discuss the discontinuation.
 - (c) It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
 - (e) Any differences that arise will be discussed by the parties with the Union Committee and the Union Representative.

- (f) Upon conclusion of the Job Sharing Agreement, the job sharers will revert to their original positions on a full-time basis if they were previously full-time, or part-time if they were previously part-time.

ARTICLE 27 – MILEAGE

27.01 Mileage rates paid to employees using their own automobile on authorized Employer's business shall be paid as per the Employer's policy.

ARTICLE 28 – JOB SECURITY

28.01 Persons excluded from the provisions of this Collective Agreement shall not be assigned any duties normally assigned to employees of this bargaining unit to the extent that any bargaining unit employee or employees will be laid off or suffer a reduction in normal hours of work or loss of seniority or any other benefit as a result of such assignment.

28.02 While the parties agree from time to time persons excluded from the bargaining unit may perform duties normally performed by bargaining unit employees, no person excluded from the bargaining unit shall perform any duties of the bargaining unit employees on a regular basis except on written agreement between the parties or in conformance with past practice.

ARTICLE 29 – HEALTH & SAFETY

29.01 (a) The Employer recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health & Safety Act R.S.O. 1990, and its accompanying regulations as minimum acceptable standards pertaining to :

- (i) Joint Health and Safety Committee (s. 9 of OHSA)
- (ii) Employer Duties (s.25 OHSA)
- (iii) Disclosure of Information (ss.26 (1) (c) (d) (e) (f))
- (iv) Right to Accompany Inspectors (ss.54 (3))
- (v) Right to Refuse Unsafe Work (s.43)

(b) The Employer agrees to make all reasonable provisions for the health and safety of all employees during working hours.

(c) The Union shall select a Health and Safety Representative to be a member of the Employer's Joint Health and Safety Committee.

(d) The Employer shall recognize and deal with the Joint Health and Safety Committee on matters relating to the Occupational Health and Safety Act.

29.02 Education and Training

No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

29.03 National Day of Mourning

Each year on April 28th at 11:00 a.m. work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

29.04 Access to the Workplace

Union Health and Safety representatives shall be provided access to the workplace for inspecting or investigating the workplace should a serious injury or fatality occur to a bargaining unit member.

29.05 Modified Work

- (a) The Employer agrees to make every reasonable effort to provide suitable modified duties or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.
- (b) Cases of this nature will be reviewed on an individual basis by the Employer and the Union, taking into consideration the needs of the business and necessity to provide work assignments, which will make a positive productive contribution to the Employer's operation.

By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.

- (c) Modified or alternate duties encompass any job, task function or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform.
- (d) It shall be the responsibility of the Employer and the duly authorized representative of the Union, or designates, to jointly investigate and find means to accommodate disable employees.

ARTICLE 30 – DURATION AND TERMINATION

30.01 The term of this Agreement shall be from September 1, 2022 to August 31, 2026 inclusive. This Agreement shall continue automatically thereafter for annual terms of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend or revise this Agreement at its expiration date. Such notice shall, as far as possible list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter the said list before or during negotiations.

The Union and the Employer have executed this agreement, dated at Windsor/Essex on May 15, 2023.

FOR THE EMPLOYER:



Annie Mackinn

K Galipeau

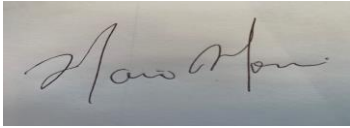
Kim Huynh

FOR THE UNION:

Daniel Chirney

Jamie Scott

Jennifer Cloutier



LETTER OF UNDERSTANDING – CONTRACTING OUT

There shall be no contracting out of bargaining unit work to the extent that any bargaining unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such contracting out.

If additional work is required within the bargaining unit, in addition to normal duties for the unit, and bargaining unit members are fully utilized in their scope of work to support their full workload, the employer may use temporary workers to supplement the additional work requested. The duration and use of any temporary workers shall not exceed the expected timelines of August and September for any given year. The number of temporary workers needed will be determined by the required workload. Overtime opportunities for bargaining unit members will be exhausted prior to using temporary workers. The parties shall meet prior to the beginning of August to best review scheduling commitments to facilitate the completion on any additional work.

LETTER OF UNDERSTANDING – CENTRALLY NEGOTIATED ITEMS

The parties agree that any centrally negotiated wage increases between **Ontario Council of Education Workers (OCEW)**, OPSBA, and the Government of Ontario, will be applied to the wage structure of the Unifor Local 2458 –W.E.S.T.S. Bargaining Unit.

The parties agree that any centrally negotiated sick leave provision negotiated between **Ontario Council of Education Workers (OCEW)**, OPSBA, and the Government of Ontario will be incorporated into the Collective Agreement between Windsor-Essex Student Transportation Services and Unifor Local 2458-W.E.S.T.S. Bargaining Unit.

The parties agree that the term of this Collective Agreement will be the negotiated term between **Ontario Council of Education Workers (OCEW)**, OPSBA, and the Government of Ontario will be incorporated into the Collective Agreement between Windsor-Essex Student Transportation Services and Unifor Local 2458-W.E.S.T.S. Bargaining Unit.

LETTER OF UNDERSTANDING - STAFF COVERAGE

In accordance with Article 21.03 the parties agree to meet within 90 days of ratification to discuss staff coverage.

APPENDIX A – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee Name: <i>(Please print)</i>	Employee Signature:
Job Title:	Telephone No:
Employee ID:	
Employee Address:	Work Location:

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

1. Health Care Professional: The following information should be completed by the Health Care Professional

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
---------------------------------------	---

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)												
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):									
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of Hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Left Hand</td> <td style="width: 50%;">Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>			Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand											
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping											
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching											
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):											
<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No								

2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> Fewer than 6 <input type="checkbox"/> 6 - 10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days <input type="checkbox"/> Permanently	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy

Is patient on an active treatment plan?: Yes No

Has a referral to another Health Care Professional been made?
 Yes (optional - please specify): _____ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider? Yes No

Please check one:

Patient is capable of returning to work with no restrictions.

Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Should the absence continue, updated medical information may be requested after the date of the follow up appointment indicated in section 4.**

4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	