

**COLLECTIVE AGREEMENT**

**BETWEEN**

**TRI-BOARD STUDENT TRANSPORTATION SERVICES INC**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1479-03**

September 1, 2022 - AUGUST 31, 2026

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## **Article 1 - Preamble and Purpose**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between Tri-Board and its employees, to provide the means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provision.
- 1.02 Without restricting the generality of the foregoing, it is the intention of the parties to:
- (a) maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
  - (b) to recognize the mutual value of joint discussions and conciliation in all matters pertaining to working conditions, employment, and the providing of services;
  - (c) to encourage efficiency in operations;
  - (d) to promote the morale, well being and security of all employees of Tri- Board in the Union.

## **Article 2 – Recognition**

- 2.01 CUPE is the bargaining agent for all employees of Tri-Board in the following bargaining unit:
- "all office, clerical and technical employees employed by Tri-Board Student Transportation Services Inc. in the geographic area designated to the Algonquin and Lakeshore Catholic District School Board, Hastings & Prince Edward District School Board and Limestone District School Board, save and except supervisors, persons above the rank of supervisor and one (1) Administrative Assistant to the Chief Administrative Officer.
- Clarity Note: The position of Safety Officer and Finance Officer are Supervisors for the purposes of the bargaining unit description.
- 2.02 It is understood and agreed that some of the provisions of this Agreement do not apply to temporary employees, as defined in Article 21.04. Where Article 21.04 does not specifically exclude temporary employees, it is deemed that the Articles and clauses in this agreement apply to all employees.
- 2.03 Tri-Board, the Union and all employees of the bargaining unit agree that there shall not be any private arrangements which are inconsistent with provisions of this Collective Agreement.

## **Article 3 - Management Functions**

- 3.01 The Union acknowledges that it is exclusively the function of Tri-Board to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or lay-off or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
  - (c) maintain and enforce rules and regulations governing the conduct of the employees and to establish fair and reasonable standards of performance for employees; and
  - (d) generally to manage Tri-Board and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the methods, procedures, job content, machinery and equipment to be used, schedules of work and all

other matters concerning Tri-Board's operation not otherwise specifically dealt with elsewhere in this Agreement.

- 3.02 Tri-Board agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.

#### **Article 4- Strike or Lockout**

- 4.01 Tri-Board agrees that there will be no lockout of employees and the Union agrees that there will be no strike during the term of this Agreement.

The words "strike" and "lockout" shall bear the meaning given them in the current Ontario Labour Relations Act.

#### **Article 5 - Relationship**

- 5.01 Tri-Board and the Union agree that there will be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status, disability or by reason of membership or activity in the Union.

Where any of the above terms, are defined in the Ontario Human Rights Code those same definitions apply in respect of interpreting this article.

- 5.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of Tri-Board by any of its members or by representatives of the Union. The Union further agrees there will be no solicitation for the membership, collection of dues or other Union activity on the premises of Tri-Board during the employee's working time, except as specifically permitted by this Agreement.

- 5.03 Tri-Board believes that the climate in the workplace must be one which recognizes and promotes a sense of dignity among all employees and encourages the development of an attitude of respect among employees and others associated formally and informally with the operations. To this end, Tri-Board has provided a policy that provides mechanisms and support for the investigation and resolution of harassment complaints.

Harassment is defined as conduct or a vexatious course of conduct that includes, among other things, disparaging comments (e.g., inappropriate gender related comments), distribution of discriminatory materials, behaviour intended to incite hatred or other verbal or physical conduct of a nature which is known, or ought reasonably have been known, to be unwelcome when such conduct involves any of the prohibited grounds of discrimination as defined by the Ontario Human Rights Code.

#### **Article 6 - Union Security**

- 6.01 All employees shall have a deduction made from each pay to cover their monthly dues. The Local Secretary-Treasurer shall inform the Employer of the amount to be deducted and any changes as they occur.

- 6.02 Deductions shall be made from each pay period and shall be forwarded by direct deposit to the Secretary-Treasurer of the Local or the National Secretary-Treasurer of CUPE as directed by the Local, not later than ten (10) working days of the last payroll date of each month. A report of same including a list of the names and the amount of dues deducted from each employee shall be forwarded to the Secretary-Treasurer of the Local.

- 6.03 The Union shall indemnify and save Tri-Board harmless with respect to all claims and demands made against Tri-Board by an employee as a result of the deduction and remittance of dues by Tri-Board pursuant to this article.

**6.04 Union Orientation Sessions**

All employees who are now members of the Union and all new employees covered by this collective agreement shall, as a condition of employment, become members of the Union.

(a) Potential Employees

During the interview process, the employer will advise successful candidates that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

(b) New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

(c) Notification of New Hires

The Union shall be notified of the full name, position, and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

6.05 Work of the bargaining unit shall not be performed by employees/management outside the bargaining unit.

**Article 7 - Representation**

7.01 Tri-Board agrees to recognize two (2) Stewards, one (1) of the Stewards shall be directly employed by Tri-Board and the other Steward shall be the Chief Steward of the local. The Union will advise Tri-Board of the names of its currently authorized representatives.

7.02 Tri-Board will recognize a Grievance Committee composed of the President or their designate the Chief Steward and the Steward involved in the grievance. An additional Steward may attend in exceptional circumstances and only upon mutual agreement of the parties

7.03 (a) It is understood that the Stewards, including Executive Members of the Local have their regular work to perform and that if it is necessary for them to contact employee(s) for union business, or service a grievance during working hours within the terms of this collective agreement, they will not leave their work without first obtaining the permission of their immediate supervisor. In obtaining such permission (which will not be unreasonably withheld), the Steward or Executive Member shall state their destination to their immediate supervisor and report again to them at the time of their return to work.

(b) The parties agree that Stewards must make every effort to represent members by means of telephone or fax prior to making a request to leave work as provided above.

(c) To ensure that the foregoing can be effectively accomplished Tri-Board agrees to ensure that Stewards have confidential access to phone and fax services and that the member seeking representation is provided with similar confidential phone and fax access.

- (b) Tri-Board agrees that members of the Grievance Committee, Executive Members or Stewards shall not suffer any loss of pay for time necessarily spent during regular working hours while processing grievances under the Grievance Procedures, up to and including Step No. 3. The President of the Local or their designate and the grievor shall not suffer any loss of pay for attending Arbitration provided that it is not the case of discharge or suspension where the grievor is not presently at work in which case the grievor shall receive no payment for attending the Arbitration.
- (c) Tri-Board will advise an employee in advance of a disciplinary interview and inform the employee of the right to have a union representative in attendance.

7.5 Bargaining Committee

Tri-Board will recognize a Bargaining Committee composed of Local 1479 President or their designate and two (2) employees of Tri-Board selected by the Union.

In negotiations for a new renewal Collective Agreement, each of the parties shall be represented by a committee of no more than two (2) employees, exclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

Members of the bargaining committee may access one (1) day to prepare for negotiations and will be paid by Tri-Board. Additional leaves of absence, up to 2 days, for the Bargaining Committee to prepare for negotiations shall be granted by the Employer. Tri-Board shall invoice the Local Union for the regular hourly wages paid out to employees on said leave and the Local Union shall reimburse Tri-Board for said amounts forthwith.

When meetings with Tri-Board's Bargaining Committee are held during working hours of an employee who is a member of the Union Bargaining Committee, such employee shall be released from their work assignment without loss of pay or any other benefits under the Collective Agreement. Time spent in negotiations shall be considered time worked exclusive of other provisions. Tri-Board shall invoice the Local Union for the regular hourly wages paid out to employees.

7.6 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of Tri-Board, which shall meet at least once every six (6) months or when requested by either party at a mutually agreeable time and place. The Local 1479 President and CUPE National Representative shall have the right to attend the meetings. Its members shall receive a notice and agenda of the meeting at least forty eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. The Labour Management Committee shall establish Terms of Reference which may be amended from time to time by mutual agreement of each party.

7.7 The Union shall have the right at any time to have the assistance of a National Representative of the Union, when dealing with Tri-Board.

7.8 Joint Pay Equity Committee

The parties agree that the matter of pay equity is of mutual concern, and is best addressed jointly. Tri-Board recognizes a Joint Pay Equity Committee (JPEC), consisting of two (2) representatives from the Employer and two (2) representatives from the Union, selected by the Union. Two (2) members from each party are required for quorum.

The parties agree to maintain pay equity in accordance with the deemed approved Pay Equity Plan and Ontario's Pay Equity Act. The procedures for gender-neutral job evaluation and

pay equity maintenance, and the roles and responsibilities involved in their implementation, are outlined in the parties' Pay Equity Terms of Reference (May 2022).

#### **Article 8 - Grievance Procedure**

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be discussed as quickly as possible. If an employee has a complaint, they shall discuss it with their immediate supervisor within fifteen (15) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, which shall be consistent with the terms of this agreement, it may be then taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence.

##### Step No. 1:

The employee and their Steward shall present their grievance to their immediate supervisor. The grievance shall be in writing on a form as approved by the Union, and shall include the nature of the grievance and the remedy sought; failing a settlement, the supervisor shall deliver their decision to the Union with a copy to the grievor in writing within ten (10) working days following the presentation of the grievance to them.

##### Step No. 2:

Then within ten (10) working days after the decision is given, the Union may advance the grievance to Step No. 2 with the signature of the Chief Steward or President or Vice President. The Chief Steward, President or Vice-President with the grievor in attendance, will meet with the appropriate Supervisor or their designate, to discuss the grievance. The Supervisor or their designate shall deliver their decision in writing to the Union within ten (10) working days following the meeting.

##### Step No. 3:

Then, within ten (10) working days after the decision is given, the Union may advance the grievance to Step No. 3. by presenting the grievance in writing to the Chief Executive Officer or designate. The Chief Executive Officer (or designate) shall meet with the union to discuss the grievance within ten (10) working days of receipt of the written grievance by Tri-Board. The Chief Executive Officer or their designate shall deliver their decision in writing to the Union within ten (10) working days following receipt of the grievance or the holding of a meeting whichever is the later.

8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been settled or abandoned.

8.03 It is agreed that a grievance arising directly between Tri-Board and the Union shall be originated by either party under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee and that the regular grievance procedure shall not be thereby by-passed.

8.04 Grievance regarding suspension, lay-off, recall, or promotion may be initiated at Step 2.

8.05 Discharge Cases:

A claim by an employee that they have been unjustly discharged shall be treated as a grievance

if a written statement of such grievance is lodged with Tri Board at Step 2 within five (5) working days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming Tri Board's action in dismissing the employee;
- (b) by any other arrangement which may be deemed just and equitable.

8.06 All grievance time limits may be extended by mutual consent in writing.

8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator any time during the grievance procedure. If the use of a mediator is agreed to the parties shall extend timelines to allow for the mediation process. The parties agree to share the costs of the mediation.

**Article 9 – Arbitration**

9.01 When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request in writing, addressed to the other party to this Agreement. The Parties agree to select a sole arbitrator by mutual agreement, failing which either Party may request that an appointment be made by the Minister of Labour for Ontario. Upon mutual consent, the parties may agree to submit the matter to a Board of Arbitration in which case the party invoking the arbitration procedure will include the name of its nominee in the original request to submit the matter to arbitration. Within five (5) working days thereafter, the other party shall appoint a nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees so appointed shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of seven (7) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.

9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.

9.03 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement.

9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority (and in the absence of a majority, the Chairperson) will be final and binding upon the parties hereto and the employee or employees concerned.

9.06 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.

9.07 The time limits fixed in both the Grievances and Arbitration Procedures may be extended by consent of the parties to this Agreement.

9.08 Sole Arbitrator

Tri-Board and the Union may, by written agreement, substitute a sole Arbitrator selected by mutual agreement of the parties for the Board of Arbitration provided for herein and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board

of Arbitration.

## **Article 10 – Seniority**

**10.01** Tri-Board Student Transportation Services shall maintain a seniority list of all employees of the bargaining unit. Seniority shall mean an employee's continuous service with Tri-Board Student Transportation Services or predecessor School Board from date of hire.

Any employees hired after January 1, 2012 will have their seniority date calculated starting from the date of hire by Tri-Board.

**10.02** An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list, until after they have worked for ninety (90) days of employment with Tri-Board. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the date they were hired by Tri-Board. The dismissal of a probationary employee shall not be the subject of a grievance.

**10.03** Notwithstanding Clause 10.04 of this Collective Agreement, a person shall lose all seniority and shall be deemed to have terminated employment with Tri-Board if they:

- (a) voluntarily quit the employ of Tri-Board; or
- (b) they are discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) fails to report for work within ten (10) working days after being notified of recall from layoff by registered mail by Tri-Board to report for work, unless a satisfactory reason is given; or
- (d) is absent for three (3) consecutive working days unless a satisfactory reason is given; or
- (e) is absent due to lay-off for more than two (2) years; or
- (f) fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a satisfactory reason is given; or
- (g) after the expiry of an accumulated sick leave, if they are unable to work due to incapacity from illness or injury for a period exceeding two (2) years.

**10.04** Seniority shall be maintained but shall not accumulate during leaves of absence for any reason in excess of three (3) months except in the case of Tri-Board approved Union leave, pregnancy/parental leave, adoption leave, , or any other leave as defined in the Employment Standards Act of Ontario, absence while in receipt of WSIB benefits, and absence while on LTD benefits during which time(s) seniority will accumulate.

**10.05** No employee shall be transferred to a position outside the bargaining unit without their consent.

**10.06** Tri-Board shall notify the Union of the names and seniority dates of all new employees.

**10.07** Once each year, no later than April 30th, Tri-Board shall provide the Union with a complete seniority list consisting of all employees, including their classification and seniority date, as of the previous March 31. The list is to be forwarded to the Union not later than April 30<sup>th</sup> of each year and posted by Tri-Board on the Union Bulletin Board or shared drive and email to all employees

**10.08** Tri-Board will provide to the Union a list of employees in the bargaining unit indicating the

name, last address and phone number of the employee as provided to Tri Board upon request. Such list shall be a format as may be agreed between the parties from time to time. The parties agree that this paragraph will be modified to the extent required, if any, that any legislation or regulation respecting individual privacy is enacted or amended.

#### **Article 11 - Lay-Off and Recall**

11.01 In cases of lay-off, employees shall be laid off in the reverse order of seniority, provided that employees being retained have the qualifications and ability to perform the work available.

Laid-off employees shall have the option of accepting a job vacancy in the same or lower classification that they currently hold or to proceed with the "bumping" process. In accepting a job vacancy, the employee must have the qualifications and ability to perform the work. Positions relative to this Article shall not be posted until the process is complete. The option of bumping applies to jobs in the same or lower classification.

Where it is necessary that bumping occur in order to comply with the foregoing, it is understood that every employee thereby displaced is then in turn entitled to exercise their seniority to bump, commonly referred to as chain bumping.

Employees shall be recalled in the order of seniority, provided they have the qualifications and ability to perform the work available.

In the event Tri-Board intends to recall an employee out of order of seniority or to hire a new employee while employees are laid off, Tri Board agrees to notify the Union and the most senior employees who has not been recalled of the job vacancy or vacancies. Such notice shall be in writing by registered mail to the address of the employee as shown in Tri Board's records.

Both the Union and Tri-Board encourage employees to ensure that Tri-Board has accurate and updated information with respect to previous work, experience, levels of education, diplomas, degrees, and courses taken so as to assist in the assessment of qualifications and abilities of employees.

11.02 The Employer shall notify employees who have completed their probationary period who are to be temporarily laid off as follows:

- (a) ten (10) working days' notice to employees whose seniority as of the date of commencement of lay-off is less than one (1) year, or
- (b) twenty (20) working days' notice to employees whose seniority as of the date of commencement of lay-off is one (1) year or more.

In the event of a proposed permanent lay off due to elimination of funding or other Tri-Board contracts, the Employer shall:

- (c) provide the Union with no less than three (3) months written notice of the proposed lay-off or elimination of position; and
- (d) notify employees who are to be laid off, three (3) months before the lay-off is to be effective.

11.03 If the employee laid off has not had the opportunity to work the full notice period to which they are entitled, they shall be paid in lieu of work for that period of the notice period during which work was not made available.

11.04 It shall be the obligation of the employee to notify Tri-Board of any changes of address. Tri-Board shall be entitled to rely upon the last address furnished by the employee for all purposes.

## **Article 12 - Promotions and Transfers**

- 12.01 (a) When a permanent job vacancy occurs or a new position is created, Tri-Board shall email and post notice of the job vacancy, on the Union Bulletin Board and/or shared drive, for a period of seven (7) working days (and forward a copy of the job posting to the Union President and a designate of the Union) before any such job is permanently filled, in order that all members will know about the position and have opportunity to make written application.

When a temporary vacancy, which is reasonably expected to exist for six (6) months or more, is to be temporarily filled the above noted posting procedure will similarly apply.

Such job postings shall contain the following information:

Nature of the position, work location, qualifications, required knowledge, education and skills, wage or salary rate or range.

- (b) In cases of transfer or promotion (other than appointments to positions outside the scope of the bargaining unit), the following factors shall be considered:

- (i) seniority;
- (ii) skill, competence, qualifications and ability.

Where the factors in (ii), as applicable to the position, have been met by more than one employee, the position will be awarded to the employee having the greatest seniority as in factor (i).

- (c) The Employer agrees that during the posting procedure, no outside advertisement shall be made until members of the Union have had opportunity to apply and have received the decision, unless mutually agreed to between Tri-Board and the Union.

- 12.02 The successful applicant shall be placed on trial for a period of three (3) months. Such trial placement in the position shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority. Tri-Board and the successful applicant may, however, within the first thirty (30) calendar days mutually agree that the employee return to their former position notwithstanding that the employee has not proved to be unsatisfactory in the position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority. The trial period shall not be used by an employee to circumvent the necessary skill, competence, qualifications and ability required to qualify for placement in the position.

- 12.03 Tri-Board shall not be restricted from temporarily assigning a regular permanent employee to a job which qualifies for posting until the posting procedure has been completed and arrangements have been made to fill the vacancy, but such period shall not exceed two (2) months.

- 12.04 (a) When an employee successfully posts into a job classification within a higher point band which would not otherwise result in any increase in salary, the employee shall be placed in an experience grade in their new classification which will provide an immediate increase over their previous salary rate.
- (b) When an employee successfully posts into a job classification within the same point band they shall remain at the same step in the salary grid, that is the start, twelve month level or twenty-four month level as they were at in their immediately previous position.

- (c) The date of assignment of the new classification shall become the anniversary date for application of the salary progression.
- 12.05 When any position not covered by this Agreement is established during the term of this Agreement or when the required skills, qualifications or educational requirements of a posted position are substantially increased, the position will be evaluated utilizing the job evaluation process agreed for pay equity. The rate of pay will be adjusted effective retroactively to the date of appointment for the incumbent(s) if any, to the rate resulting from job evaluation through the Pay Equity process.
- 12.06 The Local Union President and a designate of the Union shall receive a copy of all job postings and further shall be advised of all successful applicants.

**Article 13 - Leaves of Absence**

- 13.01 Leaves of absence without pay for legitimate personal reasons may be granted by the Chief Executive Officer, or designate upon written request.  
 General Leaves of absence exceeding one year for legitimate reasons must be approved by the Chief Executive Officer, or Designate upon written request. To the extent permitted by the insurance policies, Tri-Board may allow employees to purchase benefit coverage while on leave of absence. Premiums payable by the employee during the period of leave will be paid by billing in advance of the leave.  
 In the event the employee wishes to adjust the length of the leave of absence, they must provide a minimum of four (4) weeks written notice, unless due to extenuating circumstances four (3) weeks is not possible. Leaves will not normally exceed one (1) year.

**13.02 Bereavement Leave**

- (a) In the event of the death of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild or total dependent living in the same house, the employee will be granted up to five (5) working days' leave of absence without loss of regular pay to make arrangements for and attend the funeral.
- (b) In the event of the death of an employee's brother-in-law, sister-in-law, grandparent, son-in-law or daughter-in-law, the employee will be granted three (3) working day leave of absence without loss of regular pay to make arrangements for and attend the funeral.
- (c) It is understood that an employee shall not receive payment for absence on a day or days in which they would not otherwise have worked.
- (d) An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment or for a future memorial service.

13.03 One (1) working day, if necessary, may be granted without loss of pay for an employee to attend the funeral of a relative or friend not mentioned in Article 13.02, if permission is obtained from the Chief Executive Officer or their Designate.

- 13.04 (a) Personal leave may be granted not exceeding two (2) days to be used at the employee's discretion. It is understood that this leave will not be taken immediately prior to or after school holidays, vacation with pay or statutory holidays. Notification for leave must be made to their immediate supervisor at least seven (7) days in advance of the date. In the case of emergency, 13.04 (c) shall apply.
- (b) An additional four (4) days at the discretion of the Chief Executive Officer or his/her designate for reasons which are unavoidable or extraordinary, or on grounds of

compassion. Such personal leave shall not exceed five (5) days per year. Days for which personal leave is granted shall be deductible from accumulated sick leave, and personal leave is not accumulative.

- (c) It is expected that employees will make every reasonable effort to report for work. In the event of questionable road or weather conditions, such that traveling to the normal place of work is unsafe, and employees are unable to report to work at all, with approval from their supervisor, they shall be deemed absent from work for compassionate reasons with no resulting loss of pay or accumulated sick leave credits.
- (d) The necessary time (upto (1) one day maximum) is granted without loss of pay for an employee to attend their own graduation or the ceremony of a relative from elementary, secondary, or post secondary school.

#### 13.05 Maternity and Parental Leave

- (a) Tri-Board shall grant to employees who have completed the thirteen weeks of continuous employment with Tri-Board to Maternity Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Maternity Leave, seniority, sick leave and vacation shall be accumulated. Subject to the continuing eligibility requirements as specified by the insurer, Tri-Board shall continue to pay its premium share for insured benefits listed in Article 19 and held at the time of the commencement of the Maternity Leave for the period of the leave.
- (b) Tri-Board shall grant to employees who have completed the probationary period Parental Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Parental Leave, seniority, sick leave and vacation shall be accumulated. The Parental Leave for an employee who takes Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not come into custody, care and control of the parent for the first time. Subject to the continuing eligibility requirements as specified by the insurer, Tri- Board shall continue to pay its premium share for insured benefits listed in Article 19 and held at the time of the commencement of the Parental Leave for the period of the leave.
- (c) Employees shall if possible give Tri-Board at least two (2) weeks' notice of their intention to commence pregnancy and/or parental leave, including the date they plan to return to work. Where there is any change in the planned date to return to work, the employee shall, if possible, give Tri- Board two (2) weeks' notice of such change. The parties encourage employees to give as much notice as possible regarding the commencement and termination of their pregnancy and/or parental leave, ideally eight (8) weeks' notice.
- (d) Supplementary Benefit Plan
  - (i) A supplementary benefit shall be available to an employee for a period of up to fifty-two (52) weeks or seventy-eight (78) weeks as applicable. Subject to the following requirements.
  - (ii) The employee must submit an application for the supplementary benefit plan prior to the commencement of the plan. In the case of pregnancy, a medical certificate which certifies that an employee is pregnant and gives the expected date of the birth of the child (as per the Employment Standards Act) shall be included with the application. In the case of adoption, a letter providing proof of having received the child shall be included with the application.
  - (iii) The employee must supply Tri-Board with proof that the employee has applied for, is eligible to receive and is in receipt of Employment Insurance Maternity or

Parental benefits in accordance with the Employment Insurance Act.

- (iv) The employee must sign an agreement with Tri-Board stating that the employee will return to work and remain in the service of Tri-Board, for a period which is equivalent to at least four (4) school months, either directly following the expiry of the Pregnancy Parental Leave or on a date as mutually agreed by Tri-Board and the employee. This would occur where the employee is entitled to any other Leave as outlined in the Collective Agreement. Should the employee fail to make themselves available to return to work, the employee shall make full reimbursement within thirty (30) days for the amount received as Supplementary benefit, except as waived by Tri-Board.
  - (v) During the one (1) week waiting period associated with the receipt of Employment Insurance and Parental benefits, Tri-Board shall pay the employee's salary at a rate of seventy-five percent (75%) of their current rate. Tri-Board shall top up the second week to seventy five percent (75%) of the employee's current rate of pay.
  - (vi) Conditional upon the Employee being in receipt of Employment Insurance or Parental Benefits in accordance with 13.05(d)(iii), the following Employer payment schedules shall apply:
    - For a fifty-two (52) week leave:
      - one hundred dollars (\$100.00) for weeks three (3) to twenty-seven (27);
      - fifty dollars (\$50.00) for weeks twenty-eight (28) to fifty-two (52).
    - For a seventy-eight (78) week leave:
      - fifty dollars (\$50.00) for weeks three (3) to seventy-eight (78).
  - (vii) Employees not eligible for the Supplementary Benefit Plan in this article as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from Tri-Board for a total of eight (8) weeks with no deduction for sick leave.
- (e) Upon return from pregnancy or parental leave, employees will be returned to their former position.
  - (f) Nothing in this article shall preclude an employee using accumulated Sick Leave, as outlined in Article 20, before the commencement of the Maternity Leave.

### 13.06 Adoption Leave

Upon written request, adoption leave shall be granted. Adoption leave shall be granted to a maximum of sixty-one (61) weeks as per the Employment Standards Act (ESA) and shall run concurrently with Article 13.05(c).

An employee's seniority shall accumulate during adoption leave.

The leave shall be unpaid except that the employee shall be entitled to the SBP Plan for parental leave as outlined in Article 13.05(c).

The employee returning to work after adoption leave, shall provide Tri-Board with at least two (2) weeks' notice of their intended return if the proposed date of return is other than that originally scheduled. Upon return from adoption leave, the employee will be placed in their former position.

To the extent permitted by the insurance policies, Tri-Board agrees to continue to provide the benefit coverage outlined in Article 19 for employees on adoption leave to a maximum of six

(6) months. The employee portion of such premium contribution during the leave period will be paid through payroll deduction or by billing in advance of the leave. The six (6) months outlined in this clause will run concurrently with that stipulated in Article 13.05 (b).

It is understood that employees who become adoptive parents may not be able to provide advance notice to Tri-Board. Employees will give whatever notice is reasonable in the circumstances of their intention to commence adoption leave, including the date they plan to return to work.

13.07 Self-Funded Leave

- (a) This plan is available to members who wish to take a leave of absence with pay, by spreading 'x' years' salary over a 'y' year period where 'x' is less than 'y' and 'y' must not exceed seven (7) years. The leave will commence after the 'x' year.
- (b) The approval of a self-funded leave plan will be totally within the discretion of Tri-Board and the refusal to approve a self-funded leave will not be the subject of a grievance. The terms and conditions of the leave are subject to the Income Tax Act and Regulations.
- (c) The leave must be taken in the final year of the plan.
- 13.07 (d) In the 'y' years of the plan, the employee will be paid a fraction of their salary equal to  $x/y$ . During the 'x' years, the remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by Tri-Board to finance the period of leave. The amount of salary withheld by Tri-Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by Tri-Board where interest will be declared not less frequently than on a yearly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account. Interest earned on this account shall be paid annually to the employee. A ledger reference of each individual employee's contribution shall be maintained by Tri-Board. A statement of each employee's account will be issued at the end of each calendar year.
- (e) In the 'y' period of the plan, that being the leave portion, the employee will be paid from the monies accumulated by the trust account. During the 'y' period, the monies in the trust account shall be paid to the employee in any manner agreed to by the employee and Tri-Board.
- (f) During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, shall be maintained according to the Collective Agreement, based on a level as if the employee was being paid at 100% of salary. The employee's share of the benefits will be paid from the  $x/y$  portion of the salary payable to the employee. Income tax and other deductions required to be withheld will be based on the salary actually paid to the employee.
- (g) On return from leave, an employee shall be assigned to the same position as that held prior to going on leave. Should that position be unavailable, the employee shall be assigned to a comparable position as is available at the time. Notwithstanding the above, the employee may agree to accept an alternate placement of comparable salary, mutually agreed upon by the employer and the employee. The 'y' period of absence will not count as 'y' period of experience for purposes of advancement on the salary grid.
- (h) An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the 'y' period leave not been taken, including credit for 'y' period's seniority.

- (i) Sick leave credits and vacation credits shall be maintained but shall not accumulate during the time spent on leave.
  - (j) It is understood that self-funded leave plans approved for an individual employee are not necessarily related to professional enrichment but shall be used and enjoyed in any manner which the individual employee determines appropriate.
- 13.07
- (k) An employee may withdraw from the plan any time prior to taking their leave of absence. Any monies accumulated, plus interest due and payable, shall be repaid to the employee within sixty (60) days of the notification of their desire to leave the plan. All amounts held in the employee's trust account shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.
  - (l) Should an employee be laid-off, the notice of lay-off shall be deemed to be written notice of withdrawal from the plan on the effective date of the lay-off. The balance in the trust account, including all accrued interest, shall be paid to the employee within sixty (60) days of the lay-off notice.
  - (m) Should an employee die while participating in the plan, any balance, including interest in the employee's trust account, at the time of death shall be paid to the employee's estate within sixty (60) days of receipt of written notification of death.

13.08 Jury Duty Leave

An employee summoned for Jury Duty or subpoenaed as a Crown Witness shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown Witness provided the employee pays to Tri-Board any fees received by the employee for such service. The employee will present proof of service and the amount of pay received.

**Article 14 Union Leave**

- 14.01
- a) Tri-Board will grant leave of absence to any number of employees, for a period not exceeding a combined total of twelve (12) working days or twenty (20) working days in years in which the CUPF National Convention is held in any calendar year to attend Union conventions, conferences and seminars, provided reasonable notice is given to Tri-Board. Additional days may be requested and approved and such request shall be at the discretion of the Chief Executive Officer or designate. Such requests will not impact operational effectiveness.
  - b) Tri-Board shall continue payment of wages to an employee on leave for Union activities described above. Tri-Board shall invoice the Local Union for the regular hourly wages paid out to employees on said leave and the Local Union shall reimburse Tri-Board for said amounts forthwith.
  - c) The Local Union Vice-President and/or Chief Steward may be absent from work for a period not to exceed one (1) day per week as a combined total for the purpose of taking care of Local Union business. Prior approval must be obtained from the relevant Supervisor before the leave. The Employer further agrees that the Local Union Vice-President and/or Chief Steward will be paid their normal day's wages and benefits. The day will be reimbursed at the expense of the Local Union. The Local Union will advise the employer the names of their representatives (eg. VP and Stewards), and will notify the Employer of the new representative(s) when representative(s) change.

14.01 d) Full-Time Union Representative

Any permanent employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, by Tri-Board, for a period up to two (2) years. Tri-Board may renew such leave on a yearly basis. On return from leave, the employee will be placed in their previous position, or if the previous position does not exist the procedure found in Article 11 will be followed.

e) Election Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority, so that the employee be a candidate in federal, provincial or municipal elections. The employee may continue to pay for 100% of benefits.

An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

**Article 15 - Paid Holidays**

15.01 Employees shall receive the following holidays with pay:

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

15.02 All employees shall receive three (3) paid holidays to be taken during the December/Christmas shutdown.

15.03 In order to qualify for holiday pay, an employee shall work on each of the working days immediately preceding and immediately following the holiday concerned, unless an employee with seniority was absent due to:

- (a) verified illness or accident for a period not exceeding thirty (30) calendar days inclusive of the holiday.
- (b) lay-off for a period not exceeding five (5) calendar days inclusive of the holiday.
- (c) vacation granted by Tri-Board.
- (d) a leave of absence for a period not exceeding five (5) days inclusive of the holiday.

**Article 16 - Vacations**

16.01 Employees shall be entitled to vacation with pay computed on the following basis according to the employee's length of continuous service:

a) Less than 1 year, vacation will be prorated during the first year at one day and a quarter (1.25) per month.

In the vacation year in which an employee reaches:

- b) one (1) to five (5) years' service, 22 days vacation with pay at their regular rate of pay;
- c) eleven (11) years service, 27 days vacation with pay at their regular rate of pay;
- d) eighteen (18) years service, 32 days vacation with pay at their regular rate of pay;
- e) twenty-five (25) years service, 37 days vacation with pay at their regular rate of pay;
- f) twenty-six (26) years service, one (1) additional vacation day with pay at their regular rate of pay per year up to a maximum of eight (8) weeks vacation-forty (40) days.

- 16.02 If a holiday with pay falls or is observed during an employee's vacation period, They shall receive a day's pay for such holiday. This day shall not be deducted from the employee's vacation bank.
- 16.03 Where a holiday with pay falls on an unscheduled day of work an employee shall receive a regular day's pay.
- 16.04 (a) An employee will be granted and shall take their vacation at such time or times as Tri-Board finds most suitable, considering in each case the employee's seniority, their wishes, and the efficient operation of Tri- Board. It is agreed that no request will be unreasonably denied. It is understood and agreed that where an employee is entitled to more than two (2) weeks of vacation, Tri-Board may require such employee to take their vacation in interrupted periods in order to accommodate the wishes of other employees.
- (b) Vacation entitlement is calculated from September 1 to August 31. . Vacation may be taken during the year it is earned with prior written approval of the employee's immediate supervisor
- (c) Unused vacation can be carried forward or paid out by the end of August, if requested by the Employee up to a maximum of fifteen (15) days.

#### **Article 17 - Hours of Work and Overtime**

- 17.01 The normal scheduled hours will be on the basis of thirty five (35) hours per week, Monday to Friday, and seven (7) hours per day (excluding the lunch period).
- 17.02 Work hours approved by the immediate supervisor for office and clerical employees will be scheduled between the hours of 7:00 a.m. and 5:00 p.m. with a one (1) hour unpaid lunch. There may be, in special circumstances, the ability to take a one half (1/2) hour unpaid lunch, if approved by the Chief Executive Officer, or their designate. No employee will be required to start before 7:00 a.m.
- 17.03 Work authorized in advance by the Supervisory or designate and performed in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid at the rate of time and one-half the employee's regular hourly rate.
- 17.04 During the summer months commencing immediately following the last working day of June, up to and including the last working day of the second last week preceding Labour Day, the seven and one-half (7 ½) hours of work shall be Monday to Thursday, between the hours of 7:00 a.m. and 5:00 p.m., plus a one-half (½) hour lunch (unpaid), and without a reduction in pay.
- 17.05 Employees who work overtime as authorized under Clauses 17.03 shall be allowed to take time off work in lieu of overtime payment at a time mutually agreed upon. No employee shall be allowed to accumulate more than seventy (70) hours of overtime for the purpose of taking time off work in lieu of payment.
- When an employee takes time off work in lieu of overtime payment, it shall be on the basis of one and one-half (1½) hours off for each one (1) hour of overtime worked or two (2) hours off for each one (1) hour of overtime worked on Sundays, days recognized as paid holidays (under Article 15) or in excess of seven (7) hours on a Saturday.
- 17.06 Tri-Board agrees to give employees one (1) fifteen (15) minute rest period during each half day worked.
- 17.07 For the purpose of this Agreement, the term "regular straight time hourly rate" means the

employee's hourly base rate.

- 17.08 Authorized work performed on Saturdays will be paid at the rate of time and one-half the employee's regular straight time hourly rate.

Authorized work performed on Sundays or in excess of seven (7) hours on Saturdays, or on days recognized as Paid Holidays (under Article 14) shall be paid at the rate of double the employee's regular straight time hourly rate.

- 17.09 An employee who is called in and required to work outside their regular working hours shall be paid a minimum of three (3) hours at overtime rates.

- 17.10 Overtime will be distributed equally among employees who are willing and qualified to perform the work.

#### **Article 18 - Wages**

- 18.01 Wages shall be paid according to the schedules in Schedule "A" attached to and forming part of this agreement.

- 18.02 When an employee is assigned to relieve for at least two (2) hours in a higher classification they shall be placed in an experience grade in the classification they are relieving in which will provide an immediate increase over their previous salary rate.

#### **Article 19 - Insurance and Welfare Benefits**

- 19.01 CUPE Education Workers' Benefits Trust (EWBT)

The CUPE EWBT Participation Agreement and Appendix I, Section C5.00 Benefits (referred to in the (6-Oct-19) Memorandum of Settlement between the Canadian Union of Public Employees and the Council of Trustees Associations and the Crown is set out in Appendix A.

- 19.02 Each eligible employee will participate in the Ontario Municipal Employees Retirement System according to the Ontario Municipal Employees Retirement System Act and Regulations, as amended from time to time.

The Employer agrees to notify the Union within thirty (30) days of receipt of any changes to the Ontario Municipal Employees Retirement System Act or Regulations.

- 19.03 Tri-Board agrees that employees may direct Tri-Board to remit to the Ontario Teachers' Insurance Plan monies required by O.T.I.P. to enable employees to participate in a Long-Term Disability Plan. It is understood that the premium cost of Long Term Disability Insurance is to be one hundred percent (100%) paid for by the employee through payroll deduction and it is further understood that Tri-Board assumes no responsibility for the administration of the Plan or the provision of any benefits pursuant to any insurance policy that relates to Long-Term Disability.

- 19.04 It is understood that eligibility for benefits will be in accordance with the terms and conditions of the policy or policies in effect.

- 19.05 Tri-Board and the Union agree that the full amount of any savings, rebates or premium reductions granted by the Employment Insurance to the Employer or its employees shall accrue solely to the benefit of the Employer. The amount of savings, rebates or premium reductions shall be deemed to have been received as part of the benefits improvements negotiated and the implementation thereof.

- 19.06 Upon request Tri-Board agrees to provide the Union with complete copies of the master benefit contracts covering the benefits in this Article.

19.07 In the event Tri-Board changes insurance carriers, there shall be no change to the benefits for employees.

#### **Article 20 - Sick Leave Plan**

20.01 All employees shall be included under this plan and shall accumulate sick leave credit from the commencement of regular and continuous employment with Tri-Board.

20.02 Pay for sick leave is for the sole and only purpose of protecting full and part-time employees against loss of income when they are legitimately ill, disabled, or attending doctor appointments and sick leave shall be granted to employees covered by this Agreement on the following basis:

- (a) All employees shall accumulate sick leave credits at the rate of two (2) days per month to a maximum of twenty four (24) days per year.
- (b) All unused sick leave may be accumulated to the credit of an employee up to a maximum of two hundred and forty (140) days.
- (c) In all cases of sickness or disability of five (5) working days or more, a medical certificate from a duly qualified medical practitioner is compulsory. Obtaining and submitting a medical certificate is the responsibility of the employee.

Notwithstanding the foregoing Tri-Board may require that an employee provide proof of sickness or disability for absences of less than five (5) days in circumstances where there is reasonable foundation to support concern by Tri-Board. In no case will more than one medical note be required for any one period of absence.

20.03 An employee who is injured and receives compensation from the Workplace Safety and Insurance Board shall be entitled to use sick leave credits that they have accumulated to make up the difference between what they receive on compensation and their regular rate of pay.

20.04 In case of illness of the child, spouse, father, mother, mother-in-law, or father-in-law of an employee where no one, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick days per year for this purpose.

20.05 When an employee is given leave of absence without pay for any reason and where there is no payment for such leave made to the employee, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

20.06 Tri-Board shall maintain an electronic payroll platform that is capable of showing employees their accrued sick leave entitlements, personal leave entitlements and vacation entitlements.

#### **20.07 Innocent Absenteeism**

Tri-Board may not terminate the employment of any employee pursuant to any attendance management policies while the employee has sick leave to their credit.

#### **20.08 Fraudulent Use of Sick Time**

Termination of employment or imposition of lesser discipline for fraudulent use of sick leave is subject to the standard of just cause.

#### **20.09 Return to Work**

The Employer will include the union in any discussion of an employee who requires modifications to their hours or duties for medical reasons.

## **Article 21 - General**

21.01 The Local Union President and Recording Secretary and CUPE National Representatives shall receive a copy of all discipline letters issued by Tri-Board to employees.

21.02 Employees required to travel on behalf of Tri-Board will be provided Travel and Business Expenses in accordance with the employer's policy. Mileage shall be paid at the rate established by the CRA on a yearly basis. If such travel is required outside the employer's regular working hours/days, the employee will be paid or be able to bank lieu at straight time for such required time.

### 21.03 Posting of Union Notices

. Tri-Board will distribute Union notices to all employees and post them in a designated folder on the shared drive. In the event that Tri-Board moves to a physical work space, Tri-Board will provide a bulletin board to post Union notices.

### 21.04 Temporary Employees

(a) Temporary Employees are defined as:

(i) Employees hired for a specific term which is to cover the absence of a regular employee; or

21.04 (a) (ii) Employees hired to provide temporary assistance above the normal complement or to work on special projects, or to replace employees on sick leave, Tri-Board-approved leave or absent while in receipt of WSIB benefits.

The maximum duration of a temporary assignment will not exceed six (6) months except where mutually agreed or where the temporary employee is replacing a regular employee on maternity/paternity leave. Mutual agreements shall be reviewed on an annual basis.

If mutual agreement cannot be achieved, the position will be posted. Should the employee who has been absent for reasons stated above in this article, return to work, the employee shall be returned to a like position.

(b) The hiring of a temporary employee will not be used to circumvent job postings or the recall of a regular employee from lay-off. Notwithstanding this, Tri-Board may assign a temporary employee to a job which qualifies for posting to the extent provided for in Article 12.03.

(c) Wages for temporary employees shall be in accordance with the start rate in the Wages Schedule of this collective agreement, where the work performed corresponds with a job classification covered by this collective agreement.

(d) A temporary Employee shall be covered by the terms and conditions of this Collective Agreement except:

Article 10 - Seniority

Article 11 - Lay-off and Recall

Article 13 - Leave of Absence, except Bereavement Leave, if scheduled to work.

Article 14 - Paid Holidays (employee paid Employment Standard Act Holidays only)

Article 15 - Vacations

Article 19 - Benefits

Article 20 - Sick Leave

(e) When a person who has been a temporary employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of hours that person has worked as a temporary employee in an ongoing, continuous employment immediately prior to their appointment to a regular position subject to the following:

(i) This credit shall be applied to the employee's seniority for the purpose of job placement.

(ii) This credit shall be included in the calculation of an employee's service which in turn governs vacation entitlement pursuant to Article 16. The employee shall not be entitled to receive retroactive payment of vacation for these credits.

The probationary period for such a new regular employee shall commence as of the date of hire as a regular employee.

21.05 Education

Where an employee has obtained prior written approval of Tri-Board, the employee may enroll in an educational course (outside normal working hours) at an accredited school and Tri-Board shall pay to the employee the total cost of such course upon successful completion. It is understood and agreed that the total cost shall be identified to Tri-Board at the time the employee seeks the approval of Tri-Board.

21.06 Criminal Background Check

Tri-Board will provide each employee with an Offence Declaration form during the month of January of each year. Each employee will complete and return the signed Offence Declaration to Tri-Board prior to February 1. Employees new to Tri-Board must provide a Criminal Reference Check that is satisfactory to Tri-Board and is not more than six (6) months old.

21.07 Tri-Board agrees to provide the Union with an up-to-date copy of job descriptions for all classifications whenever requested by the Union, but not more than once per academic year, or whenever the description changes.

21.08 Workplace Safety and Insurance Board

The employer agrees to provide a copy of the Form 7 to the employee concerned and union president at the time the form is submitted to the Workplace Safety and Insurance Board.

The employer agrees to notify an employee and union president if it files an appeal to a decision of the WSIB in relation to the employee's claim.

21.09 Correspondence

Correspondence between the parties shall normally be between the Chief Executive Officer or designate and the Local Union President or their designated representatives. A copy of Tri-Board correspondence to the President shall be sent to the Secretary of the Local Union and the CUPE National Representative.

21.10 Tri-Board will pay the cost of any medical documentation they direct an employee to obtain up to forty (\$40) dollars.

21.11 Work from Home

21.11 Work from Home

The Employer will engage staff and the Union on any changes to the Work from Home Policy or decisions to re-establish an office out of which all employees would be required to work.

Article 22 – Duration

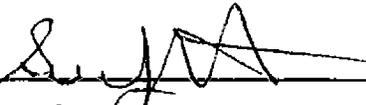
22.01 This Agreement shall be effective from the first (1<sup>st</sup>) day of September 1, 2022, until August 31, 2026 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the agreement.

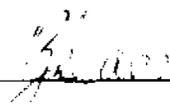
22.02 Negotiations shall begin within fifteen (15) days following notification for amendments as provided in Article 22.01.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 24 day of July, 2023.

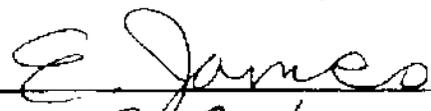
ON BEHALF OF TRI-BOARD STUDENT TRANSPORTATION SERVICES INC.

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479-03

  
\_\_\_\_\_  
Joanne Glaser

  
\_\_\_\_\_  
M. S. ...

Digitally signed by David Babcock  
DN: cn=David Babcock, o=Triboard Student Transportation, ou,  
email=babcockd@triboard.ca, c=CA  
Date: 2023.08.22 08:18:12 -04'00'

  
\_\_\_\_\_  
E. James  
  
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Digitally signed by Jeremy  
DaCosta  
Date: 2023.08.22 14:02:22 -04'00'

Jeremy DaCosta

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*Glaser*

Digitally signed by David Babcock  
DN: cn=David Babcock, o=Triboard Student Transportation, ou,  
email=babcockd@triboard.ca, c=CA  
Date: 2023.08.22 08:18:57 -04'00'

Digitally signed by Jeremy  
DaCosta  
Date: 2023.08.22 14:01:58 -04'00'

Jeremy DaCosta

*E. James*  
*DaCosta*

**Schedule A - Salary Grids**

<b>Wage Rates</b>			
<b>Effective Sept. 1, 2022 - \$1/hour increase</b>			
<b>Grid Code</b>		<b>Start</b>	<b>12 Months 24 Months</b>
Band 1		20.96	21.90 23.64
Band 2		21.16	22.97 24.73
Band 3		22.14	24.02 25.90
Band 4		22.06	25.07 27.03
Band 5	Transportation Planner Accounting Transportation	24.08	26.28 28.15
Band 6	Data Analyst/Planner	25.08	27.16 29.29
Band 7	Transportation/Special Projects Coordinator	26.01	28.22 30.33
Band 8		26.94	29.25 31.55
Band 9	Database Administrator	27.90	30.29 32.70

**Schedule A • Salary Grids**

<b>Wage Rates</b>		<b>Effective Sept. 1, 2023 - \$1/hour increase</b>		
<b>Grid Code</b>		<b>Start</b>	<b>12 Months</b>	<b>24 Months</b>
Band 1		21.96	22.90	24.64
Band 2		22.16	23.97	25.73
Band 3		23.14	25.02	26.90
Band 4		23.06	26.07	28.03
Band 5	Transportation Planner Accounting Transportation	25.08	27.28	29.15
Band 6	Data Analyst/Planner	26.08	28.16	30.29
Band 7	Transportation/Special Projects Coordinator	27.01	29.22	31.33
Band 8		27.94	30.25	32.55
Band 9	Database Administrator	28.90	31.29	33.70

**Schedule A • Salary Grids**

<b>Wage Rates</b>		<b>Effective Sept. 1, 2024 - \$1/hour increase</b>		
<b>Grid Code</b>		<b>Start</b>	<b>12 Months</b>	<b>24 Months</b>
Band 1		22.96	23.90	25.64
Band 2		23.16	24.97	26.73
Band 3		24.14	26.02	27.90
Band 4		24.06	27.07	29.03
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Band 7	Transportation/Special Projects Coordinator	28.01	30.22	32.33
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Band 9	Database Administrator	29.90	32.29	34.70

**Schedule A • Salary Grids**

<b>Wage Rates</b>		<b>Effective Sept. 1, 2025 - \$1/hour increase</b>		
<b>Grid Code</b>	<b>Start</b>	<b>12 Months</b>	<b>24 Months</b>	
Band 1	23.96	24.90	26.64	
Band 2	24.16	25.97	27.73	
Band 3	25.14	27.02	28.90	
Band 4	25.06	28.07	30.03	
Band 5	27.08	29.28	31.15	
Band 6	28.08	30.16	32.29	
Band 7	29.01	31.22	33.33	
Band 8	29.94	32.25	34.55	
Band 9	30.90	33.29	35.70	

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**TRI-BOARD STUDENT TRANSPORTATION SERVICES**  
**(“CONSORTIUM”)**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1479-03**  
**(“CUPE LOCAL 1479-03”)**

**Re: Bill 124 – Voluntary Wage Adjustment**

Whereas a settlement was reached between the Crown and the Ontario School Board Council of Unions (“OSBCU”), representing CUPE 1479-01, increasing all compensation amounts in the original 2019-2022 collective agreements, and

Whereas CUPE Local 1479-03 was not party to the legal proceedings or settlement, and

Whereas the parties agree that the compensation adjustments are arising from the Memorandum of Settlement dated October 20, 2020, and

Whereas the parties agree there are no other outstanding issues arising from the 2019-2022 Collective Agreement, and

Whereas the Consortium wishes to adjust compensation for CUPE Local 1479-03 members in the same manner as applies to CUPE members of CUPE Local 1479-01, as set out in this Memorandum of Understanding,

Now therefore the parties agree to the following compensation adjustments to Salary Grids on a one-time basis, without precedent and without prejudice:

Effective September 1, 2019, increase all rates by 1.75%: Appendix A – CUPE Updated Salary Grid – 2019-2020

Effective September 1, 2020, increase all rates by 1.75%: Appendix B – CUPE Updated Salary Grid – 2020-2021

Effective September 1, 2021, increase all rates by 3.75%: Appendix C – CUPE Updated Salary Grid – 2021-2022

Effective September 1, 2022: Appendix D – CUPE Updated Salary Grid – 2022-2023

Effective September 1, 2023: Appendix E – CUPE Updated Salary Grid – 2023-2024

Effective September 1, 2024: Appendix F – CUPE Updated Salary Grid – 2024-2025

Effective September 1, 2025: Appendix G – CUPE Updated Salary Grid – 2025-2026

Signed at Napanee, this 12th day of December 2024

**For the Consortium:**

**For the Union:**

\_\_\_\_\_  
Jeremy DaCosta

*E. James*  
ILLINOIS STATE BOARD OF PROFESSIONAL ACCOUNTANTS  
\_\_\_\_\_  
Liz James

\_\_\_\_\_  
Sue Sleeth

*Maureen Vermilyea*  
\_\_\_\_\_  
Maureen Vermilyea

## Appendix A– CUPE Updated Salary Grid – 2019-2020

### Schedule A - Salary Grids

Wage Rates		Effective September 1, 2019		
		1.75% =1% + 0.75%		
Grid Code		Start	12 months	24 months
Band 1		\$ 19.71	\$ 20.65	\$ 22.35
Band 2		\$ 19.91	\$ 21.69	\$ 23.43
Band 3		\$ 20.88	\$ 22.73	\$ 24.59
Band 4		\$ 20.80	\$ 23.77	\$ 25.70
Band 5	Transportation Planner Accounting Transportation	\$ 22.79	\$ 24.97	\$ 26.81
Band 6	Data Analyst/Planner	\$ 23.78	\$ 25.83	\$ 27.94
Band 7	Transportation/Special Projects Coordinator	\$ 24.69	\$ 26.88	\$ 28.97
Band 8		\$ 25.62	\$ 27.90	\$ 30.17
Band 9	Database Administrator	\$ 26.57	\$ 28.93	\$ 31.31

## Appendix B – CUPE Updated Salary Grid – 2020-2021

### Schedule A - Salary Grids

Wage Rates		Effective September 1, 2020		
		1.75% =1% + 0.75%		
Grid Code		Start	12 months	24 months
Band 1		\$ 20.05	\$ 21.01	\$ 22.75
Band 2		\$ 20.26	\$ 22.07	\$ 23.84
Band 3		\$ 21.24	\$ 23.13	\$ 25.02
Band 4		\$ 21.16	\$ 24.18	\$ 26.15
Band 5	Transportation Planner Accounting Transportation	\$ 23.19	\$ 25.41	\$ 27.28
Band 6	Data Analyst/Planner	\$ 24.20	\$ 26.29	\$ 28.43
Band 7	Transportation/Special Projects Coordinator	\$ 25.13	\$ 27.35	\$ 29.48
Band 8		\$ 26.07	\$ 28.39	\$ 30.70
Band 9	Database Administrator	\$ 27.03	\$ 29.43	\$ 31.86

## Appendix C – CUPE Updated Salary Grid – 2021-2022

### Schedule A - Salary Grids

Wage Rates		Effective September 1, 2021		
		3.75% =1% + 2.75%		
Grid Code		Start	12 months	24 months
Band 1		\$ 20.81	\$ 21.79	\$ 23.60
Band 2		\$ 21.02	\$ 22.90	\$ 24.74
Band 3		\$ 22.04	\$ 24.00	\$ 25.96
Band 4		\$ 21.96	\$ 25.09	\$ 27.13
Band 5	Transportation Planner Accounting Transportation	\$ 24.06	\$ 26.36	\$ 28.30
Band 6	Data Analyst/Planner	\$ 25.10	\$ 27.27	\$ 29.50
Band 7	Transportation/Special Projects Coordinator	\$ 26.07	\$ 28.38	\$ 30.58
Band 8		\$ 27.05	\$ 29.45	\$ 31.85
Band 9	Database Administrator	\$ 28.05	\$ 30.54	\$ 33.05

## Appendix D – CUPE Updated Salary Grid – 2022-2023

### Schedule A - Salary Grids

Wage Rates	Effective September 1, 2022			\$1/hour
				\$ 1.00
Grid Code	Start	12 months	24 months	
Band 1	\$ 21.81	\$ 22.79	\$ 24.60	
Band 2	\$ 22.02	\$ 23.90	\$ 25.74	
Band 3	\$ 23.04	\$ 25.00	\$ 26.96	
Band 4	\$ 22.96	\$ 26.09	\$ 28.13	
Band 5	Transportation Planner Accounting Transportation	\$ 25.06	\$ 27.36	\$ 29.30
Band 6	Data Analyst/Planner	\$ 26.10	\$ 28.27	\$ 30.50
Band 7	Transportation/Special Projects Coordinator	\$ 27.07	\$ 29.38	\$ 31.58
Band 8		\$ 28.05	\$ 30.45	\$ 32.85
Band 9	Database Administrator	\$ 29.05	\$ 31.54	\$ 34.05

## Appendix E – CUPE Updated Salary Grid – 2023-2024

### Schedule A - Salary Grids

Wage Rates	Effective September 1, 2023			\$1/hour
				\$ 1.00
Grid Code	Start	12 months	24 months	
Band 1	\$ 22.81	\$ 23.79	\$ 25.60	
Band 2	\$ 23.02	\$ 24.90	\$ 26.74	
Band 3	\$ 24.04	\$ 26.00	\$ 27.96	
Band 4	\$ 23.96	\$ 27.09	\$ 29.13	
Band 5	Transportation Planner Accounting Transportation	\$ 26.06	\$ 28.36	\$ 30.30
Band 6	Data Analyst/Planner	\$ 27.10	\$ 29.27	\$ 31.50
Band 7	Transportation/Special Projects Coordinator	\$ 28.07	\$ 30.38	\$ 32.58
Band 8		\$ 29.05	\$ 31.45	\$ 33.85
Band 9	Database Administrator	\$ 30.05	\$ 32.54	\$ 35.05

## Appendix F – CUPE Updated Salary Grid – 2024-2025

### Schedule A - Salary Grids

Wage Rates	Effective September 1, 2024			\$1/hour
	Start	12 months	24 months	1.00
Band 1	\$ 23.81	\$ 24.79	\$ 26.60	
Band 2	\$ 24.02	\$ 25.90	\$ 27.74	
Band 3	\$ 25.04	\$ 27.00	\$ 28.96	
Band 4	\$ 24.96	\$ 28.09	\$ 30.13	
Band 5	Transportation Planner Accounting Transportation	\$ 27.06	\$ 29.36	\$ 31.30
Band 6	Data Analyst/Planner	\$ 28.10	\$ 30.27	\$ 32.50
Band 7	Transportation/Special Projects Coordinator	\$ 29.07	\$ 31.38	\$ 33.58
Band 8		\$ 30.05	\$ 32.45	\$ 34.85
Band 9	Database Administrator	\$ 31.05	\$ 33.54	\$ 36.05

## Appendix G – CUPE Updated Salary Grid – 2025-2026

### Schedule A - Salary Grids

Wage Rates		Effective September 1, 2025		
		\$1/hour		
		\$ 1.00		
Grid Code		Start	12 months	24 months
Band 1		\$ 24.81	\$ 25.79	\$ 27.60
Band 2		\$ 25.02	\$ 26.90	\$ 28.74
Band 3		\$ 26.04	\$ 28.00	\$ 29.96
Band 4		\$ 25.96	\$ 29.09	\$ 31.13
Band 5	Transportation Planner Accounting Transportation	\$ 28.06	\$ 30.36	\$ 32.30
Band 6	Data Analyst/Planner	\$ 29.10	\$ 31.27	\$ 33.50
Band 7	Transportation/Special Projects Coordinator	\$ 30.07	\$ 32.38	\$ 34.58
Band 8		\$ 31.05	\$ 33.45	\$ 35.85
Band 9	Database Administrator	\$ 32.05	\$ 34.54	\$ 37.05