

COLLECTIVE AGREEMENT

between

**A.S.P. RESIDENTIAL SERVICES INC.
(CROSSING GUARDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
and its Local 5519**

Term: November 18, 2021 to September 1, 2024

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.

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

To encourage efficiency in operation.

To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

Both parties agree to act in a fair and reasonable manner.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;
Now, therefore, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

- 2.01**
- a) Permanent Full-Time: Crossing Guards working as per the Hours of work outlined in Article 10.
 - b) Permanent Part-Time: Crossing Guards working as per the Hours of Work outlined in Article 10.
 - c) Permanent Full-Time Rapid Response: shall mean Crossing Guards working as per the Hours of work outlined in Article 10 across multiple locations.
 - d) Casual: shall mean new Crossing Guards hired for the sole purpose of staffing school crossings and employed on an 'as required' basis as per the Hours of Work outlined in Article 10.
 - e) Probationary Employee is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
 - f) Employer is A.S.P Residential Services Inc.
 - g) "Union" is the Canadian Union of Public Employees

ARTICLE 3 - RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees of A.S.P Residential Services Inc., working as Crossing Guards in the City of Toronto, save and except Supervisors and persons above the rank of Supervisor.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties. It is agreed that supervisors may only perform bargaining unit work for the purpose of covering unforeseen absence(s).

3.03 No Contracting Out

The Employer will not contract out bargaining unit work; only Employees hired according to the process specified in Article 19 - Posting of Positions may perform bargaining unit work.

3.04 Protection Against Volunteers

Volunteers will not be used to perform work of the bargaining unit.

3.05 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.06 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as Full-Time, Part-Time, Rapid-Response and Casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

3.07 Information for New Employees

a) New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in Article 7 dealing with check off of Union dues.

b) Orientation Sessions

In recognition of the need for appropriate orientation for new Employees, in consultation with the Joint Health and Safety Committee, the Employer undertakes to deliver a formal orientation program for regular and casual Employees including workplace specific orientation and documentation to verify the above.

Where the Employer conducts staff orientation sessions, the Union will be provided access to such sessions to make a presentation about membership in the Union. The union may choose to provide a digital presentation in lieu of attending an in-person orientation. The Employer will leave the room during the Union presentation. The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

c) Notification of New Hires

The Union will be notified of the full name, job title/classification 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 following the Employee's first pay period.

d) Regular Staff Meetings

During regular staff meetings, the Union will be provided an opportunity to make Union announcements.

3.08 Access to Work Site

The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Agreement while not on active duty. The union shall endeavor to provide advance notice of such meetings.

3.09 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.10 Bulletin Boards

The Employer will provide a Union bulletin board at head office as well as access to a digital Bulletin Board. The bulletin boards will be used solely for postings by the Union. The physical bulletin board will have a glass or other locking cover and the Union will have the key.

3.11 Copies of the Agreement

The Employer agrees to provide copies of the Collective Agreement to all Employees within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement, and thereafter to all new Employees at their time of hire. Employees can choose to accept a searchable electronic copy in lieu of a printed copy. Searchable electronic copy of the Collective Agreement will also be made available to the Union.

3.12 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or their designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the Employer or their designate.

ARTICLE 4 - NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness, or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business, or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

4.02 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

4.03 Sexual Harassment

- a) **Sexual Harassment by an Individual:** Sexual harassment may occur irrespective of gender and is:
- i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) **Hostile Environment:** Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.

The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.

Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that the Employer has the exclusive right to:

- a) maintains order, discipline, and efficiency;
- b) hire, promote, demote, direct, transfer, classify, lay-off, recall, suspend, discharge, or otherwise discipline for just cause any Employee;
- c) maintains and enforce rules and regulations governing the conduct of Employees, communicate new or altered rules and regulations to the Employees and to the Union;
- d) generally manage the affairs of the School Crossing Guard Program;
- e) the Employer agrees that these functions shall only be exercised in a manner consistent with and subject to the provisions of this Collective Agreement.

ARTICLE 6 - NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 7 - UNION SECURITY

7.01 Union Dues Deduction and Remittance

The Employer will deduct dues as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the month following the one

in which they were deducted. In all cases, the Union shall notify the Employer in writing at least thirty (30) calendar days in advance of any changes to the process or amount of Union dues to be deducted.

7.02 Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and
- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as Full-Time, Part-Time, Rapid Response or Casual), classification/job title, work location (intersection), regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

a) Delay in Remitting

For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus two (2) per cent per month, or prorated if less than a month.

b) T-4 slip

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

7.03 Successor Rights

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

The Employer shall not use another limited Employer, device or leasing device to avoid the conditions of this Agreement and agrees not to use a subsidiary or allied Employer to circumvent the terms of this Agreement.

This includes not subcontracting and or using an agency or agency Employees to avoid the terms of the Agreement.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

The Employer acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.

8.02 Union-Management Committee

a) Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The parties agree to consult regularly during the term of the Collective Agreement about issues relating to the workplace which affect the parties. The Committee will be composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee will enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.

b) Function of Committee

The Committee will concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the Employees.
- 2) Improving and extending services to the public.
- 3) Promoting safe and sanitary practices.
- 4) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Any other matters mutually agreeable to the parties.

c) Meetings of Committee

Meetings will be held quarterly at an agreed time and place during work hours (outside crossing times) and shall be with pay and without loss of seniority.

By request, meetings may be more frequent or called for urgent matters. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. This requirement will not preclude discussion on other issues by agreement.

d) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by both parties as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer will each receive two (2) signed copies of the minutes within three (3) days following the meeting.

e) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.03 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than three (3) members of the Employer as representatives of the Employer, and not more than four (4) members of the Union as representatives of the Union. The Union will advise the Employer of the Union nominees to the Committee. All time spent attending meetings of the Bargaining Committee, up to and including conciliation (or interest arbitration as the case may be), shall be considered as time worked.

Time off with pay shall be granted to the representatives of the Union upon application to the Employer for preparation meetings for collective bargaining.

ARTICLE 9 - PAYMENT OF WAGES

9.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages and other supplementary pay and deductions.

9.02 Payroll and Technical Errors

A payroll error resulting in underpayment of more than \$50 will be rectified by the Employer within three (3) business days (exclusive of Saturday/ Sundays & Holidays) of being notified. A payroll calculation error resulting in an underpayment of less than \$50 will be rectified on the next pay deposit following notification to the Employer.

9.03 Training

Employment training that is required by the employer or by law is counted as work time and will be paid at the regular rate. Effective September 2023, the Basic Training Program and technological training including on the use of the XGuard phone application, will be paid once an Employee has passed the probationary period.

9.04 Inclusive of the School Year

These payments already include compensation for all Statutory Holidays as provided under the Employment Standards Act.

ARTICLE 10 - HOURS OF WORK

10.01 Normal Hours of Work

The standard work week for Full-Time Employees working Morning, Lunch and Dismissal shift shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) hours, Monday to Friday.

The standard work week for Full-Time Employees working Morning and Dismissal shift shall be thirty (30) hours per week consisting of five (5) shifts of six (6) hours, Monday to Friday.

Part-Time Employees shall be regularly scheduled for no more than twenty-four (24) hours per week, Monday to Friday.

The standard work week for Rapid Response Guards shall be a minimum of thirty (30) to thirty-five (35) hours per week consisting of five (5) shifts of six (6) or seven (7) hours, Monday to Friday, to backfill vacancies at School Crossing locations.

Notwithstanding the above, the standard work week for Full-Time or Rapid Response Guards assigned to a Jewish School Crossing shall be thirty-six (36) hours per week consisting of six (6) shifts of six (6) hours, Sunday to Friday.

The Employer may use a Rapid Response Guard(s) to temporarily fill a longer term, vacancy at a School Crossing location for up to eight (8) months for the purpose of replacing another Permanent Employee on leave for any reason. In extenuating circumstances, the parties may agree to a longer period. For assignments greater than thirty (30) days the Employer shall follow seniority in offering the assignment.

On Call Casual Employees are not regularly scheduled to work but are offered work on an ad hoc basis in accordance with proximity to the School Crossing location, to cover the following:

- a) Illness and injury
- b) Shift vacancy
- c) Covering contingency staff requirements arising out of irregular operational situations

Casual Employees interested in working shall provide the Operations Supervisor or Designate an availability form. It is understood that it is the responsibility of the Employee to provide the Operations Supervisor or Designate with their updated availability. Such Employee has the option of refusing work when it is available to them, however, it is understood that a casual Employee cannot unreasonably or consistently refuse to work shifts.

The Employer will maintain a Casual 'On Call List' including date of hire.

The employment period shall be from August or the early part of September, to the latter part of June in accordance with the normal school year, inclusive. The summer period Employees are considered to be on layoff. Notwithstanding the above, the defined school year is dependent upon the school board or private school schedule.

10.02 Notice of Schedule

The hours of work of each Employee shall be posted at least two (2) weeks in advance save and except on-call casual Crossing Guards. It is understood that for Rapid Response Guards the schedule will not include location. The schedule will not be changed without the consent of the Employee involved.

ARTICLE 11 - SUMMER AND PAY DAYS

11.01 Definition (Overtime)

All Employees will be eligible for Overtime as per the Ontario Employment Standards Act

11.05 Summer and PA Day Shifts

The Employer will post, with 7 days notice, all Overtime, School Break (March Break, Winter Break), Holidays, Summer Break and Professional Activity Day work opportunities that are not covered by a regular shift.

Preference will be given to Employees with more seniority when assigning Overtime, School Break, Summer Break and PA Day work opportunities that are not covered by a regular shift.

ARTICLE 12 - EMPLOYEE BENEFITS

12.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all Employees.

12.02 Benefit Coverage

The Employer shall pay one hundred percent (100%) of the cost of the Health and Welfare Benefits Plan. The Employer agrees, during the term of this Collective Agreement, to provide a co-share Health and Welfare benefit plan for full-time participating and eligible Employees in the active employ of the Employer subject to the respective terms and conditions of the benefit plan including any enrolment requirements.

The Employee will not be required to pay more than ten dollars (\$10.00) for family coverage and five dollars (\$5.00) for single coverage, per month, payments will be made through bi-weekly payroll deductions. The remaining balance will be paid by the Employer.

Benefits Coverage shall be as per Schedule B.

Eligibility: Full-Time Permanent Employees shall be eligible for Health and Welfare Benefits plan once the Employee has passed the probationary period as outlined in Article 21. Casual Employees are not entitled to Health and Welfare Benefits Plan.

12.03

The Employer shall continue the responsibility for the administration of Health & Welfare benefits.

12.04 Changes

The Employer reserves the right to change carriers provided that the scope of coverage and benefits shall not be less than the current plan.

ARTICLE 13 - PENSION PLAN

13.01 CANADA PENSION PLAN: Each and every Employee shall be entitled to all the rights, benefits and privileges of the Canada Pension Plan (C.P.P) in accordance with the regulations of the relevant Act.

ARTICLE 14 - SICK LEAVE

14.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay because of illness or an accident, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

For the purpose of this Article, the word "month" means a calendar month, and the word "sick leave" includes injury and/or any other physical incapacity

14.02 Entitlement of Sick Leave

Employees who have successfully completed the probation period are eligible for sick benefits as provided in this Article.

An Employee who is absent shall notify their supervisor at least three (3) hours before the start of shift where possible.

No Employee will lose entitlement for sick pay nor be subject to disciplinary action for failure to comply with the above where there are legitimate and reasonable circumstances which delay notification.

14.03 Amount of Sick Leave

As of September 2022, Full-Time Employees shall be credited with one (1) paid sick days.

Beginning September 2023 Full-Time Employees shall be credited with Two (2) paid sick days for the year.

Part-Time, Casual Employees or other Employees who become eligible part way through or are employed for less than a school year or who work varying daily hours of work shall be credited on a prorated basis. Any over

payment will be recovered on termination or at the end of the school year, whichever is earlier.

Sick days can be used upon request for personal emergency leave which includes but is not limited to leave to care for a relative of the Employee who is a dependent of the Employee's care or assistance.

14.04 Sick Leave during Leave of Absence

When an Employee is given leave of absence without pay for any reason during a regular school year (except pregnancy and parental leave) and returns to work upon expiration of such leave of absence, etc., they will not receive sick leave credit for the period of such absence, but will retain their cumulative credit, if any, existing at the time of such leave.

Unused sick leave balance will expire at the end of the School Year. The sick leave credits will start again at the beginning of the School Year.

14.05 Sick Leave Record

Any Employee is to be advised, on application, of the amount of sick leave accrued to their credit.

14.06 Medical Care Leave

Employees may be allowed to use sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

ARTICLE 15 - VACATION

15.01 The Employer will provide vacation time as provided by the Employment Standards Act.

15.02 Vacation pay in the amount provided in the Employment Standards Act will be paid out in two increments in May and November of each year or upon Employees request.

Employees will receive vacation pay entitlement equal to four percent (4%) of their earnings in the current year;

Employees who have completed five (5) years continuous service and thereafter, as an Employee shall receive three (3) weeks' vacation at six percent (6%) of their annual gross earnings for the calendar year for which they are receiving said vacation

Employees who have previously completed or subsequently completed

ten (10) years continuous service and thereafter, as an Employee shall receive four (4) weeks' vacation at eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving said vacation

ARTICLE 16 - LEAVES

For all approved leave of absences:

- a) During the leave, the Employee shall continue to accumulate all benefits and seniority under the collective agreement.
- b) If the Employee chooses to make contributions for the period of the leave to the benefit plan, the Employer will pay the Employer's contributions for the same period.
- c) On return from leave, Employees will be placed in their former position i.e. Employment Status, Job Title and location. However, for all leave of absences except Adoption, Pregnancy and Parental Leave (Personal or Job protected) of more than Ninety (90) days, the assigned crosswalk will be considered vacant and posted as per Article 19.
- d) All Employees approved for a Leave of Absence of more than 30 days are required to return the company issued assets before commencing for leave.
- e) On return of a leave of absence of more than six months, the Employee will be required to undergo a refresher training.

16.01 Family Caregiver Leave

Employees will be granted a leave without pay of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the Employee will continue to accrue all benefits and seniority.

16.02 Adoption, Pregnancy and Parental Leave

Adoption, Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act as amended from time to time. Adoption, Pregnancy and Parental Leave is without loss of job classification, benefits as prescribed by the Employment Standards Act, seniority and service.

Leave will be granted as per Employment Standards Act. Adoption, pregnancy, and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

Employees returning from adoption, pregnancy and parental leave will return to their former position and location.

16.03 Bereavement Leave

In the event of the death of a member of the immediate family or a person who is comparable to that of immediate family, an Employee will be granted, upon request, a maximum of three (3) consecutive days without loss of regular pay

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step- grandparent, grandchild or step-grandchild of the Employee or the Employee's spouse
- spouse of the Employee's child
- brother or sister of the Employee
- relative of the Employee who is dependent on the Employee for care or assistance

16.04 Jury Duty and Court Attendance

a) If an Employee is required as a juror in any court of law, the Employer shall grant unpaid time off for jury duty provided that the Employee notifies the Employer immediately on receiving the notification that they will be required to attend at court AND presents proof of service requiring the Employee's attendance. Employee will not lose seniority because of such attendance.

b) If an Employee is required to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at ASP, the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

c) Notifies the Employer immediately on the Employee's notification that they will be required to attend at court; and

d) Present proof of service requiring the Employee's attendance.

16.05 Unpaid Leave of Absence

Employees must file a request in writing for leave of absence, at least thirty (30) days in advance, and the Employer must reply in writing to the said leave of absence within seven (7) days of the request. There must be a set commencement date and a return-to-work date. Leaves of Absences will be reviewed and not unreasonable denied.

Such leave may be extended for an additional period of up to thirty (30) days, without pay, when approved by the Employer in writing and seniority shall accrue during such extension. Such request for extension must be made in writing at least seven (7) days prior to the expiration of the original leave.

16.06 Medical Leave

A regular Employee who is unable to perform the duties of their job classification due to illness or non-occupational or occupational injury, based on written evidence supplied to the Employer by a physician shall have their position protected for up to one (1) year.

During the period of absence, no payment shall be made by the Employer to or on behalf of the Employee for paid holidays, vacations, or any other form of compensation whatsoever, save and except premiums where applicable, subject to continuing satisfactory proof That the Employee is absent due to illness or injury for a period of twenty-four (24) months where the medical prognosis for future employment and attendance on a regular basis is poor. It is intended that this provision be interpreted in accordance with the Ontario Human Rights Code and the Employment Standards Act, or up to retirement, layoff, or resignation whichever is earlier.

16.07 Leave of Absence for Union or Public Duties

An Employee who is elected or selected for a position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence without pay, or benefits and without loss of seniority.

16.08 Union Leave

Leave of absence with pay and without loss of seniority shall be granted to three (3) members during the same time to attend to local Union business, Union educational, conferences or conventions, for a total number of working days not to exceed a total of 60 days per year. The Union shall reimburse the Employer for the cost of such absences within thirty (30) days of receiving an invoice for such time. Such leave shall be requested by the Union president

or designate in writing as soon as possible. Such leave will not be unreasonably denied.

ARTICLE 17 - PAID HOLIDAYS

17.01 Paid Holidays

- a) Payment for paid/public holidays shall be in accordance with the legislative requirements of the Employment Standards Act.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Thanksgiving Day
Christmas Day
Boxing Day

- (b) In addition to the paid holidays as outlined in 17.01 (a) above, Employees who work in the summer months are also eligible for Labour Day as per the legislative requirements of the Employment Standards Act."

17.02 Payment for Holidays

An Employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday as outlined in the Employment Standards Act.

ARTICLE 18 - FEES AND ALLOWANCES

18.01 Vulnerable Sector Check Fees

The Employer agrees to pay all cost of the required Vulnerable Sector and updated Vulnerable Sector Checks.

18.02 Equipment and Tools

- a) The Employer will supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

Employees will pay a \$50 deposit not to exceed \$25 increments, to be reimbursed in one increment once an Employee has passed the probation period as outlined in Article 21.

The Employer will supply the following clothing to Employees as required and upon the return of old items if requested:

- Rain wear:
 - Reflective vest
 - Stop sign
 - Whistle
 - I.D Badge
- b) In addition to the above, the Employer will make available the purchase of a company Winter Jacket, not to exceed the cost of one-hundred and fifty (\$150) dollars. Employee will pay for the jacket via payroll deductions not exceeding \$25 per pay. In the event of termination of employment before the deduction is made for the complete amount, company reserves the right to deduct the balance amount from the final pay out.

ARTICLE 19 - POSTING OF POSITIONS

19.01 Posting of Vacancies

Permanent Employees are assigned to a specific school crossing and the accompanying schedule and will not be transferred to an alternate crossing except in the case where an Employee applies to transfer to a vacant position. At least three times a year, on or around August, January and March of each school year, or whenever vacancies are greater than twenty (20) positions, all vacant or newly created positions, shall be internally posted on all applicable bulletin boards and internal communications, with a copy to the Union, for a minimum of seven (7) working days during which time the Permanent Employees will have an opportunity to apply to transfer to such positions before casual and then non-Employees are considered in hiring. All postings will include locations and hours of work. The posting timeline may be extended by mutual agreement between the Employer and the Union.

Preference will be given to Employees with more seniority in the filling of a vacant or newly created positions.

Any vacancies resulting from a transfer, will be posted in the next round.

The name of the successful applicant will be posted by the Employer on all applicable bulletin boards and internal communications.

19.02 Transfer Requests

In the event, that two (2) Employees wish to arrange a mutual lateral transfer, they shall meet with the Employer and such transfer will be permitted provided that the arrangement is satisfactory to the Employer and agreed upon by both Employees. In order, to be considered for a lateral transfer, an Employee must have completed their probation. A lateral transfer is defined as swapping intersections including accepting the existing shift schedule for that intersection. An Employee may only accept a lateral transfer once per school year.

19.03 Union Notification

The Union will be notified of all transfers, hirings, layoffs, recalls and terminations of employment. The Union will be supplied a copy of each posting.

ARTICLE 20 - SENIORITY

20.01 Seniority Defined

On successful completion of the probation period, seniority will apply and shall be established as the date of hire, being the first day worked.

In the event a regular part-time Employee is hired as a full-time Employee without a break in service, all hours previously worked as a regular part-time Employee in this bargaining unit shall be considered as accrued seniority on the basis of one (1) year's seniority for every one- thousand three-hundred and sixty-five (1365) hours worked, based on the average school days in a year, 195.

A casual Employee shall not acquire seniority during the term of casual employment, but should the Employee be subsequently hired as a regular Full-Time, Part-Time or Rapid Response Employee within twelve (12) months of last casual employment, all hours previously worked during the period as a casual Employee shall be considered as accrued seniority on the basis of one (1) year's seniority for every one-thousand three-hundred and sixty-five (1365) hours worked, based on the average school days in a year, 195.

In the event Employees carry the same seniority date the method of determining who has greater seniority shall be based upon lottery and witnessed by the Union. This ranking will be of a permanent nature.

An Employee who is absent from work due to illness, accident or approved leave of absence without pay, shall continue to accumulate seniority during the period of such absence.

20.02 Loss of Seniority

Crossing Guards shall lose all seniority rights and be deemed to be terminated if:

- a) the Employee is discharged and not reinstated through the grievance procedure;
- b) the Employee resigns or retires of their own accord;
- c) the Employee is laid off for a period longer than twelve (12) months

It shall be the responsibility of Employees to keep the Employer informed of their current mailing address, email address and telephone number.

It shall be the responsibility of Employees to notify the Employer immediately that any right or requirement to perform their duties is suspended or revoked.

20.03 Seniority While Outside Bargaining Unit

No Employee shall be transferred to a position outside of the bargaining unit without the Employee's consent. An Employee shall retain seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. If an Employee returns to a position within the bargaining unit, seniority will accumulate from the date of return and shall be added to previously accumulated seniority. Notwithstanding the above, should an Employee remain outside of the bargaining unit for more than twelve (12) months then all seniority will be forfeited.

20.04 Seniority Lists

The Employer shall maintain a master seniority list showing the date upon which each Employee's seniority commenced and what their current status is. Up to date master seniority lists shall be sent to the Union in January of each year.

ARTICLE 21 - PROBATIONARY EMPLOYEES

21.01 Probationary Employees

Newly hired Crossing Guards will be considered on a probationary basis for a period of three (3) consecutive months or three-hundred and sixty (360) hours, whichever is the lesser. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified.

An Employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority will be effective from the original date of employment. Benefits will be made available to Employees after the probationary period.

ARTICLE 22 - LAYOFFS AND RECALLS

22.01 Definition (Lay-Off)

A lay-off will be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement. Breaks in the various School year schedules shall not trigger a layoff under Article 22 save and except Article 22.04 for Recall from the Summer Break.

22.02 Layoff Notice

Employees shall receive notice of layoff in accordance with the Employment Standards Act or ten (10) working days, whichever is the greater. If such notice is not provided, the Employer will provide pay for any day(s) work was not made available. The Employer shall provide the Union and Employee notification in writing within the appropriate timelines in the event of any layoff including and reduction in hours of a bargaining unit Employee.

22.03 Layoff Procedure

Employees will be laid off in reverse order of their seniority. When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior Employee.

22.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment with sufficient time to respond.

ARTICLE 23 - GRIEVANCE PROCEDURES

23.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union Stewards. The Steward may assist any Employee in preparing, processing,

and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Grievance Committee member or Steward or Union Representative.

It is agreed that Union Steward(s) who are bargaining unit Employees shall have the right to assist Employees at various steps of the grievance procedure in accordance with this Collective Agreement. When possible, the Employer will endeavour to schedule meetings that require Union Steward(s) during times they are not scheduled to work. At other times, Union Steward(s) may be granted paid release time from their regular work for time spent in meetings related to discipline, grievance meetings and/or arbitration hearings.

23.02 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward before the Employer will be required to recognize them.

23.03 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

23.04 Settling of Grievance

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step 1: If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the Employee's Service Delivery Manager or Designate.

Step 2: Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Chief Steward will submit to the Manager of Operations or Designate a written statement of the particulars of the grievance and the redress sought. The Manager of Operations or Designate shall render their decision within five (5) working days after receipt of such notice.

Step 3: Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Director of Operations or Designate, who shall render their decision within five (5) working days after receipt of such notice.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

23.05 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

23.06 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request will be made by either party within thirty (30) working days after the dates of the reply at Step 4.

23.07 Definition of Working Days

“Working Day” as used in the Grievance and Arbitration procedure will mean a day other than Saturday, Sunday, School Board Holidays, Professional Activity Days or a recognized holiday.

23.08 Policy, Discharge and Suspension Grievance

A difference or dispute arising directly between the Employer and the Union concerning the interpretation or violation of the terms or provisions of this Agreement, may be submitted as a grievance by either party to the other and will commence at Step two (2). A discharge or suspension grievance shall commence at Step two (2) within ten (10) working days of the suspension or discharge.

23.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section will result in the grievance being allowed.

23.10 Grievance on Safety

An Employee, or a group of Employees, will have the right to file a grievance at Step two (2) of the grievance procedure for matters arising from unsafe or unhealthy working conditions (including cases of sexual harassment or other forms of discrimination).

23.11 Replies in Writing

Replies to grievances stating reasons will be in writing at all stages.

23.12 Meeting Rooms for Grievances

The Employer will supply the necessary facilities for the grievance meetings.

23.13 Time Limits

The time limits set out in this article may be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 24 - ARBITRATION PROCEDURE

24.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within the time limits set out in Article 23.06. The parties will attempt to agree on naming a Single Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator will proceed as soon as practical to examine the grievance and render judgment. The decision of the Arbitrator will be final and binding on the parties and upon any Employee affected by it.

24.02 Payment for Arbitration

Each party will pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

24.03 Powers of Arbitrator

It is agreed and understood that the Arbitrator will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitrator will have the authority to substitute such other penalty for the discharge or discipline, as the Arbitrator deems just and reasonable in all circumstances.

24.04 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of the Arbitrator.

ARTICLE 25 - DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

25.02 Union Representation

An Employee who is called to a meeting by Management for the purpose of receiving disciplinary action, a disciplinary suspension or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative. The Union will endeavor to provide a Union representative as soon as possible, no later than 48 hours.

25.03 Disciplinary Action

The Employer will endeavour to take disciplinary action against an Employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline. The Employee and the Union will then be promptly notified in writing of matters that gave rise to the disciplinary action.

The record of the suspension, disciplinary action, letter or reprimand or adverse report of an Employee, will not be used against them at any time after twelve (12) active months following such suspension or disciplinary action, letters of reprimand or adverse report. All disciplinary action save and except discipline imposed for harassment and workplace violence.

When an Employee is disciplined, the Employee and the Union will be advised promptly in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step 2 of the grievance procedure.

25.04 Access to Personnel File

An Employee will have the right during normal business hours of the administration office to have access to a copy of and review their personnel file if

they provide advance notice. The Employee is entitled to receive a copy of the file if requested.

An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

25.05 Right to have Steward Present

Where a supervisor or manager intends to interview an Employee for disciplinary purposes, the supervisor will notify the Employee in advance of the purpose of the interview. The Employer will also notify the Employee of their right to have a Union Steward, Local Officer and/or CUPE Representative present at the interview.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the Employer, both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement. or any applicable statute.

26.02 Health and Safety Committee

- a) A Joint Health and Safety Committee (J.H.S.C.) shall be established and maintained and the committee shall develop mutually agreed upon set of Terms of Reference. The number of representatives appointed shall be

as recommended by the Committee from time to time, however a minimum of a least two (2) representatives shall be appointed by each party.

- b) The J.H.S.C.(s) members shall be appointed by the Union. There shall be equal representation from both parties at the meeting unless otherwise agreed to by the parties.

26.03 Duties of the Committee

- a) The J.H.S.C.(s) shall:
- review the Terms of Reference annually
 - conduct workplace inspections monthly or as otherwise agreed to by the J.H.S.C. through it's Terms of Reference.
 - identify potential dangers and hazards including incidents of violence and to be involved in all health and safety inspections and testing as required.
 - review all health and safety incidents and make recommendations to continually improve health and safety programs
- b) Minutes of all Health and Safety Committee meetings shall be kept and copies of such Minutes shall be posted.
- c) Time for such representatives of the committee to attend meetings, prepare for meeting, attend training, be involved in inspections or investigations, shall be granted and shall be paid at their regular or rate that applies. Bargaining unit members of the J.H.S.C. shall be allowed one (1) hour preparation time prior to any J.H.S.C. meeting or such longer time as may be agreed by the committee from time to time.
- d) The J.H.S.C.(s) will be provided such information and assistance as may be required for the purpose of carrying out any inspection or otherwise required by the O.H.S.A.
- e) A J.H.S.C representative shall have power to identify situations that may be a source of danger or hazard to Employees and make suggestions to the J.H.S.C.(s)
- f) The Employer will provide for all required Health and Safety raining for Employees.
- g) The Union agrees to co-operate to obtain the full co-operation of its membership in the operation of all safety rules and practices.

26.04 Workplace Incidents

- a) **Union Notification:** A Union member of the Health and Safety Committee shall be notified, as promptly as possible, of any reported work-related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the root cause, causal, and contributing factors of the accident, incident, or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again.

The member shall be a part of all aspects of the investigation. Where there is a disagreement over the root cause, causal, and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity incidents that did or could have led to lost time injuries, fatalities or illness shall be investigated by the committee.

- b) All workers shall be covered under the Workplace Safety and Insurance Board with premiums paid by the Employer.
- c) The Employer shall provide the injured worker with a completed copy of the WSIB Form 7- Employer's Report of Accident Injury or Industrial Disease, at the same time the form is submitted to WSIB. Any concerns the Employee with the information on the Form may first be presented to Health and Safety Manager or designate, for consideration and adjustment. It is agreed and understood that that the Employee has the right to share the Form 7 with the Union.
- d) An Employee suffering a workplace injury during working hours who is required to leave work for treatment and who cannot return to work shall be paid for the remainder of the work day at the regular rate of pay for their regularly scheduled shifts.
- e) An Employee who is returning to work after an injury, once modified duties are completed, shall have the right to return to their previous permanent intersection.

26.05 Rehabilitation, Modified Duties and Work Accommodation

It is the mutual desire of the parties to assist in the rehabilitation of ill/injured/disabled Employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace. The Employer acknowledges that it has a legal obligation to provide work accommodation in accordance with the Ontario Human Rights Code and WSIB policies.

Modified Work Program: The Parties agree that whenever the Employer is required to consider the accommodation of an Employee or make a return to work plan, it will give the Union the opportunity to participate in the accommodation and return to work process and any subsequent reassessments.

An Employee who, because of illness/injury or disability, remains off work due to sick leave or a W.S.I.B. claim shall retain and continue to accumulate seniority.

ARTICLE 27 - ACCOMODATION

27.01 The Employer recognizes its Duty to Accommodate the disabilities of Employees under the Ontario Human Rights Code. The Employer shall notify Employees of their right to Union representation regarding workplace accommodation and/or return to work.

Disputes regarding workplace accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 Technological Change

In the event the Employer plans to introduce any technological change in the workplace that will result in the layoff of bargaining unit members, the Employer shall meet with the Union to discuss the proposed changes(s) at least thirty (30) days in advance of the Employer's decision to actually introduce any technological change. It is agreed that the Employer will train any Employee who is at risk of displacement as a result of the technological change.

28.02 Workplace Surveillance

The parties agree that surveillance equipment in the workplace including Employer assigned work phones and the XGuard Application will be primarily used for the purposes of clocking in and out of shift times, and ensuring crosswalk coverage.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Agreement Term

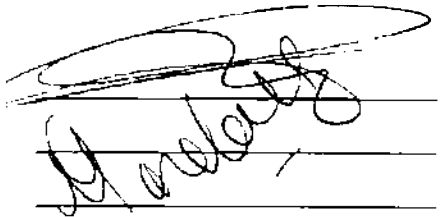
The term of this Agreement will be from November 18, 2021 to September 1, 2024 and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least Ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

29.02 Changes in Agreement

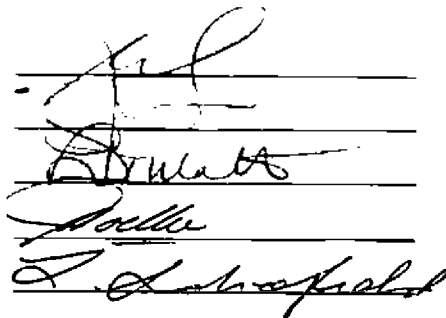
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Dated at Toronto, Ontario on this 10th day of January 10, 2023

For the ASP:



For the Union:



SCHEDULE "A"

WAGES

Effective Date	
September 1, 2022 (Year 1)	\$16.84 (7.4%)
September 1, 2023 (Year 2)	\$17.95 (6.6 % increase on Year 1)

SCHEDULE "B"

EMPLOYEE BENEFITS

Basic Life Insurance

Benefit: \$30,000

Maximum Benefits: \$30,000

No Evidence Limit: No evidence insurability is required.

Reduction: Reduces to \$15,000 at age 75

Termination: Age 85 or prior retirement

Wavier of Premium: To age 65 or prior retirement.

Own Occupation Period: Not Applicable

Elimination Period: For the purposes of the Wavier of premium Benefit.
180 Days

Optional Life Insurance Benefits: Units of \$10,000

The combined amount of Basic Life Insurance and Optional Life Insurance will not exceed a Maximum of \$500,000

No Evidence Limit: Evidence of insurability is required for all amounts of insurance

Reduction: Reduces by 50% at age 65

Termination: Age 70 or prior retirement

Dependant Life insurance

Benefit: Spouse - \$10,000, Child - \$5,000

Termination: Employee's termination under the policy or Employee's age 85; whichever is earlier

Optional Spousal Life:

Benefits: Units of \$10,000

Maximum Benefits: \$300,000

No Evidence Limit: Evidence of insurability is required for all amounts of insurance
insurance Reduction: Reduces by %50 at age 65
Termination: Employee's termination under the policy or spouse's age 70; whichever is earlier

Drugs

Pay direct plan	Coins	Ded S/F	Max
Generic: The Employee will Pay the full cost of the Dispensing fee.	100%	\$0/\$0	\$4,000 benefit period per certificate (Insured Employee and Insured Dependents)

Specialty Drug Program

Drug Type		Purchase Location	Coins	Dispensing Fee
Specialty		Express Script Canada Pharmacy	100%	The Employee will pay the full cost of the Dispensing Fee
Specialty		Retail Pharmacy	80%	The Employee will pay the full cost of the Dispensing Fee

Maintenance and Other	Retail Pharmacy	100%	The Employee will pay the full cost of the Dispensing Fee
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Major Medical

	Coins	Max
Accidental dental	100%	
Ambulance	100%	
Diagnostic tests	100%	\$500 per benefits period
Eye Exam, to age 18	100%	\$80, 1 per 12 consecutive months
Eye Exam months	100%	\$80, 1 per 24 consecutive months
Eye Glasses	100%	\$250, per 24 consecutive -

increase starts Sept 1, 2023 onwards

Hearing aid months	100%	\$500 per 60 consecutive months
Private duty nursing	100%	\$10,000 per benefit period

Hospital Coverage

	Coins	Max
Convalescent hospital	100%	\$20 per day, 120 days per claim

Semi private hospital room	100%
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Medical Supplies an Appliances

	Coins	Max
Apnea machine (CPAP)	100%	\$2,000, 1 per 60 consecutive months
Apnea machine supplies	100%	
Apnea mask	100%	1 per benefit period
Artificial eye; initial prosthesis	100%	1 per lifetime
Artificial eye; repair & replacement	100%	\$1,000 per benefit period
Artificial limb; initial prosthesis	100%	1 per lifetime
Artificial limb; repair & replacement	100%	\$1,000 per benefit period
Blood pressure monitor	100%	\$100 lifetime
Braces with rigid supports	100%	\$300, 1 per benefit period
Compression stockings with a strength of 20 mmHg or higher	100%	\$100 per benefit period
Crutches	100%	
Custom-made foot orthotics	100%	Combined max of \$300 with Orthopedic shoes
Increase starts Sept 1, 2023, onwards		
Diabetic monitor	100%	1,000 lifetime

External breast prosthesis	100%	1 per benefit period
Hospital bed	100%	
Insulin pump	100%	\$4,000 per 60 consecutive months
Insulin pump supplies	100%	
IPP Breathing machine	100%	
Ostomy supply	100%	
Surgical bras	100%	2 per benefit period
TENS	100%	\$1,500 lifetime
Viscosupplementation	100%	\$600 per benefit period

Wheelchair; electric	100%	\$3,000 lifetime
Wheelchair; manual	100%	\$1,000 lifetime
Wigs, post-chemotherapy	100%	\$500 lifetime

Paramedical Practitioners

	Ref	Coins	Max
Chiropodist		100%Maximum	Subject to any combine shown above per benefit period
Chiropractor		100%Maximum	Subject to any combine shown above per benefit period
Clinical Psychologist		100%Maximum	Subject to any combine shown above per benefit period
Massage therapist		100%	
Naturopath		100%	
Occupational therapist		100%	
Osteopath		100%	
Physiotherapist		100%	
Podiatrist		100%	
Social Worker (MSW required)		100%	
Speech therapist		100%	

Out of Province of Residence Coverage

Out of Province of Residence - Emergency Coverage- \$5,000,000 lifetime maximum (combined)

•one period is 60 continuous days from the date of departure.

The Travel Emergency Assistance Program services will only apply to a Person Insured who is travelling on business or vacation outside of his province of residence.

	Coins	Ded S/F	Max
Emergency Charges for Other Eligible Medical Expenses	100%	\$0/\$0	
Emergency Hospital In-Patient Room Charges	100%	\$0/\$0	
Emergency Hospital Out-Patient Charges	100%	\$0/\$0	
Emergency Physicians Charges	100%	\$0/\$0	
Medical transport	100%	\$0/\$0	
Out of country	100%	\$0/\$0	
Repatriation of remains	100%	\$0/\$0	
Return of dependant children	100%	\$0/\$0	
Trip delay	100%	\$0/\$0	
Vehicle return	100%	\$0/\$0	
Visit of Family Member -Travel	100%	\$0/\$0	
Visit of Family Member – Meals/Accommodation	100%	\$0/\$0	\$200 per day
Out of Province of Residence – Referral Coverage - \$15,000 lifetime maximum (Combined)			
	Coins		Max
Out of Province: Referral: hospital	100%		\$150 per day
Out of Province: Referral: other	100%		
Out of Province: Referral: physician	100%		

LETTER OF UNDERSTANDING #1

between

CANADIAN UNION OF PUBLIC EMPLOYEES

and

A.S.P Residential Services Inc.

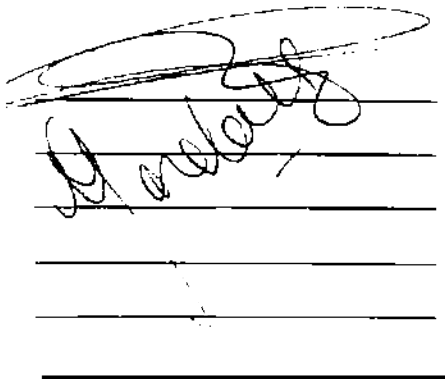
As an extension to Article 10, the Employer agrees to:

- a) Pay equivalent to 7 hours to a crossing guard who attends three shifts in one working day (this is applicable to a Full Time Crossing Guard who is scheduled for three shifts a day i.e., Morning, Lunch and Dismissal)
- b) Pay equivalent to 6 hours to a crossing guard who attends two shifts in one working day (this is applicable to a Full Time Crossing Guard who is scheduled for any two shifts a day i.e., Morning and Dismissal)
- c) Pay equivalent to 4.5 hours to a crossing guard who attends two shifts in one working day this is applicable to a Full Time Crossing Guard who is regularly scheduled for three shifts a day i.e., Morning, Lunch and Dismissal)

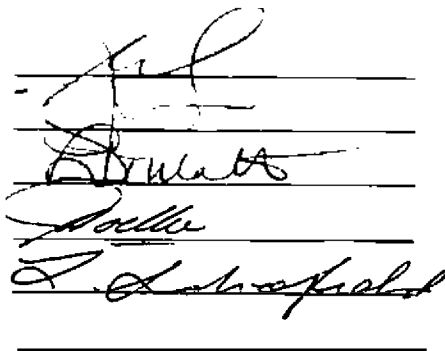
Pay equivalent to 3 hours to a crossing guard who attends one shift in one working day (this is applicable to a Full Time Crossing Guard who is scheduled for three shifts a day).

Dated at Toronto , Ontario this 10th day of June , 2022.

For the ASP:



For the Union:



LETTER OF UNDERSTANDING #2

between

CANADIAN UNION OF PUBLIC EMPLOYEES

and

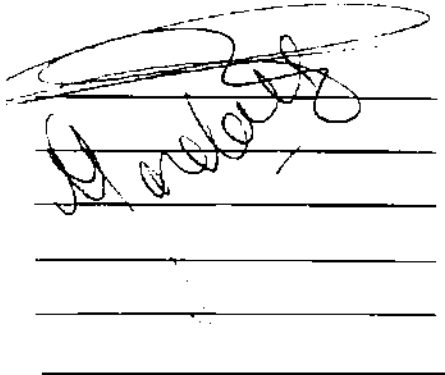
A.S.P Residential Services Inc.

Extreme Weather Exposure

The parties agree that the Joint Health and Safety a Committee will meet within 60 days (minus the summer shut-down) of ratification of the Memorandum of Settlement to review and make recommendations to the ASP Cold Stress Program and other forms of exposure stress due to extreme weather.

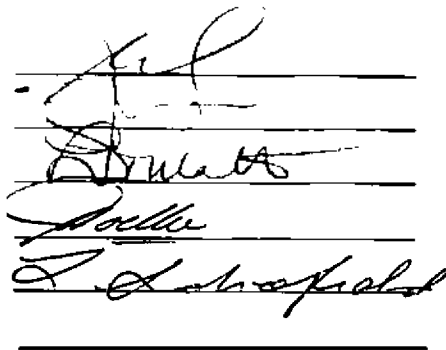
Dated at Toronto , Ontario this 10th day of June , 2022.

For the ASP:



A handwritten signature in black ink is written over a set of five horizontal lines. The signature is cursive and appears to be "M. Roberts".

For the Union:



Three handwritten signatures in black ink are written over a set of five horizontal lines. The signatures are cursive and appear to be "J. [unclear]", "D. [unclear]", and "T. [unclear]".

LETTER OF UNDERSTANDING #3

between

CANADIAN UNION OF PUBLIC EMPLOYEES

and

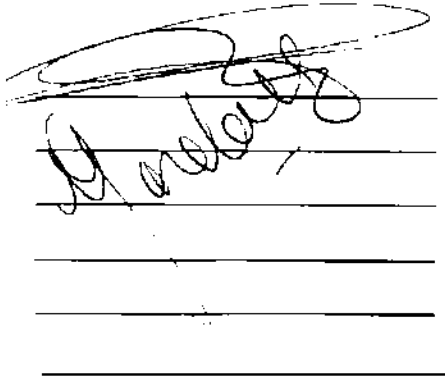
A.S.P Residential Services Inc.

Huts, Warming and Cooling Stations

The parties agree to jointly approach and advocate at the City of Toronto and all applicable political bodies on the feasibility of huts, warming and cooling stations, and access for Crossing Guards to public spaces including schools and community centres.

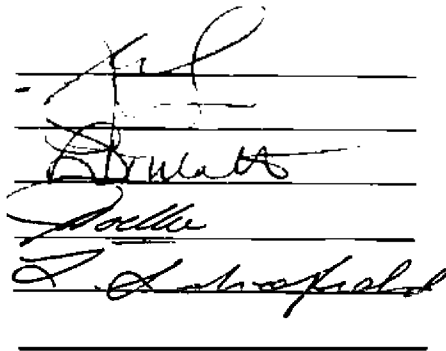
Dated at Toronto , Ontario this 10th day of June , 2022.

For the ASP:



A handwritten signature in black ink is written over a set of four horizontal lines. The signature is cursive and appears to be "M. Roberts".

For the Union:



Three handwritten signatures in black ink are written over a set of four horizontal lines. The signatures are cursive and appear to be "J. [unclear]", "D. [unclear]", and "L. [unclear]".

LETTER OF UNDERSTANDING #4

between

CANADIAN UNION OF PUBLIC EMPLOYEES

and

A.S.P Residential Services Inc.

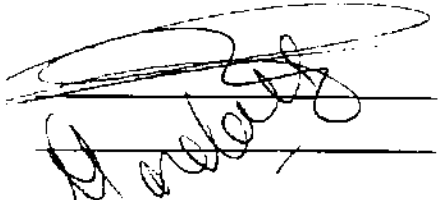
Emergencies, W.S.I.B.

The Employer agrees to:

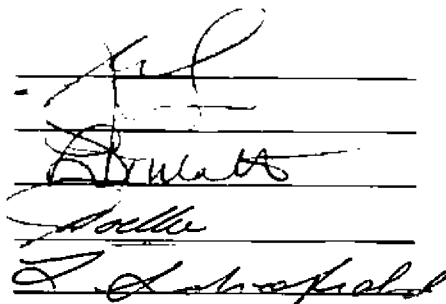
- a) Develop a clear point of contact for Employees in emergencies such as accidents, incidents or illnesses;
- b) To use the W.S.I.B issued FAF form, page 2 of Form 8, and not any alternative issued by a third party;
- c) To remove the release of medical information form in the workplace injury package, as per rights outlined under W.S.I.B legislation;
- d) Joint participation in W.S.I.B training.

Dated at Toronto , Ontario this 10th day of June , 2022.

For the ASP:



For the Union:



LETTER OF UNDERSTANDING #5

between

CANADIAN UNION OF PUBLIC EMPLOYEES

and

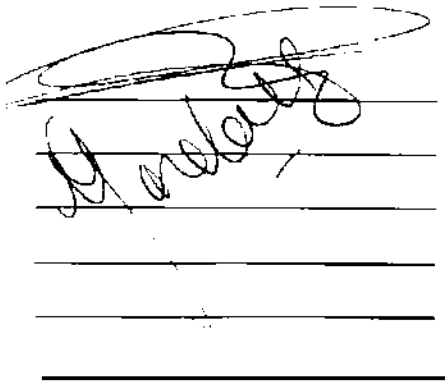
A.S.P Residential Services Inc.

Employer Name Change

The Employer agrees that A.S.P Residential Services Inc. is the true Employer of those captured by the agreed-upon bargaining unit description as A.S.P Incorporated dated November 18, 2021 on the certificate from the OLRB. A.S.P Residential Services exercises control over crossing guard Employees performing work, bears the burden of remuneration, imposes discipline, hires, terminates, is perceived to be the Employer by the Employees and has the intention of creating a relationship of Employer- Employee.

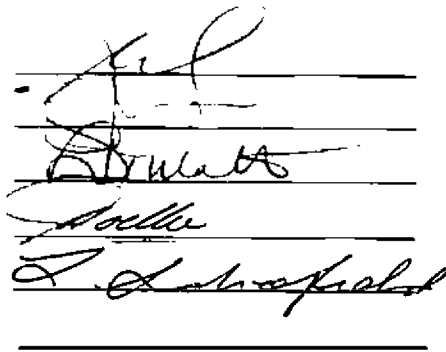
Dated at Toronto , Ontario this 10th day of June , 2022.

For the ASP:



A handwritten signature in black ink is written over four horizontal lines. The signature is cursive and appears to be "M. Roberts".

For the Union:



Three handwritten signatures in black ink are written over four horizontal lines. The signatures are cursive and appear to be "J. [unclear]", "D. [unclear]", and "T. [unclear]".