



## **Collective Agreement**

**The Corporation of the City of Quinte West**

**and**

**The Canadian Union of Public Employees  
And its Local 799.1**

**January 1, 2023 – December 31, 2025**



# Collective Agreement

between

The Corporation of the City of Quinte West  
hereinafter called the “Employer”

party of the first part

and

The Canadian Union of Public Employees  
and its Local 799.1

hereinafter called the “Union”

party of the second part

January 1, 2023 - December 31, 2025

## Table of Contents

Preamble.....	1
Article 1 – Definitions.....	1
Article 2 – Purpose.....	1
Article 3 – Scope .....	2
Article 4 – Management Rights .....	2
Article 5 – Recognition and Negotiations.....	3
Article 6 – No Discrimination or Harassment.....	3
Article 7 – Check Off of Union Dues.....	4
Article 8 – Information for New Employees .....	4
Article 9 – Correspondence.....	5
Article 10 – Labour/Management Negotiation .....	5
Article 11 – Seniority .....	6
Article 12 – Layoffs and Recalls .....	7
Article 13 – Promotions and Staff Changes.....	8
Article 14 – Grievance Procedure .....	8
Article 15 – Arbitration .....	10
Article 16 – Discipline Discharge Cases.....	11
Article 17 – Hours of Work and Overtime .....	12
Article 18 – Paid Holidays .....	13
Article 19 – Vacations.....	13
Article 20 – Leaves of Absence.....	13
Article 21 – Payment of Wages .....	15
Article 22 – Safety .....	15
Article 23 – Clothing and Tools .....	16
Article 24 – General Conditions.....	16
Article 25 – Agreement.....	16
Schedule A: Crossing Guards Wage Schedule .....	18
LETTER OF UNDERSTANDING .....	19

## **Preamble**

Whereas it is the desire of both Parties to this Agreement:

- To maintain the existing 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 hours of work, wages and other working conditions;
- To encourage efficiency in operation;
- To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Now therefore the parties hereto agree as follows:

## **Article 1 – Definitions**

- 1.01 “Casual Crossing Guard” shall mean a new Crossing Guard hired for the sole purpose of staffing school crossings and employed on an ‘as required’ basis. A casual Crossing Guard is not regularly scheduled to work but is offered vacant shifts in accordance with seniority.
- 1.02 “Crossing Guard” shall mean an employee hired by the Employer for the sole purpose of staffing school crossings and who is regularly scheduled to work.

## **Article 2 – Purpose**

- 2.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## **Article 3 – Scope**

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole collective bargaining agent for all Crossing Guards employed by the Corporation of the City of Quinte West in the City of Quinte West save and except supervisors and persons above the rank of supervisor.

## **Article 4 – Management Rights**

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, direct, classify, transfer, promote, increase and decrease staff complement; demote, discharge or discipline employees, except as specifically limited by this Agreement, provided that an employee who has completed the probationary period may grieve such demotion, discharge or discipline as being without just cause;
  - (c) establish rules, regulations (copies of which shall be provided to each employee), policies and procedures which shall not conflict with this Agreement;
  - (d) determine the nature, kind and location(s) of its operations, the services to be performed, the allocation and number of employees required from time to time, their hours of work and number of hours of work required, job content and qualifications therefore, and the extension, limitation, curtailment or cessation of operations in whole or in part.
- 4.02 The Employer agrees that none of the provisions set forth in this Article shall be exercised in a manner contrary to the express provisions of this Agreement.
- 4.03 No employee shall be required or permitted to make any written or verbal Agreement, which may conflict with the terms of this Contract.

## **Article 5 – Recognition and Negotiations**

- 5.01 The Employer or anyone authorized to act on its behalf hereby consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the parties to the Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 5.02 (a) Persons whose regular jobs with the employer are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit so as to result in a layoff or reduction of regular hours of bargaining unit employees, except for the purposes of instruction or when regular employees are not available.

## **Article 6 – No Discrimination or Harassment**

- 6.01 The Employer and the Union agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practiced by the Employer or the Union or any of their representatives because of membership or non-membership or activity or non-activity in the Union.

The Employer and the Union recognize their joint responsibilities in providing a workplace free from harassment, including personal harassment, discrimination and violence.

- 6.02 The Employer, the Union and employees agree to conduct their affairs in accordance with the *Ontario Human Rights Code*, the Employer's Harassment and Discrimination Policy and the *Occupational Health and Safety Act*, all as amended from time to time.
- 6.03 Harassment in the workplace is defined as engaging in the course of vexatious comment or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome.
- 6.04 The Employer agrees that information and training regarding harassment and discrimination is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training on the contents of the harassment policies and programs as well as legislation pertaining to the matters of harassment and discrimination.

- 6.05 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

## **Article 7 – Check Off of Union Dues**

- 7.01 Employer agrees to deduct from every employee any monthly dues levied in accordance with the Union by-laws and owing by employees to the Union. Union dues shall be deducted commencing on the first day of employment.
- 7.02 Union dues shall be deducted from employee's pay cheques every two (2) weeks and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following such deductions.
- 7.03 The Employer shall, each month, supply the Secretary-Treasurer with an employee list from whom dues have been deducted and the amount of dues collected.
- 7.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of Union dues as herein provided.

## **Article 8 – Information for New Employees**

- 8.01 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.
- 8.02 New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment.
- 8.03 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:
- a) workplace specific orientation; and
  - b) documentation to verify the above

## **Article 9 – Correspondence**

- 9.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Manager-Human Resources and the President and Recording Secretary of the Local with a copy to the National Representative and Unit Chair.

## **Article 10 – Labour/Management Negotiation**

### **10.01 Negotiation Committee**

The parties have agreed to a Negotiating Committee as follows:

Two (2) members of the bargaining unit plus the President for the Union.

Not more than three (3) members of the Employer.

- 10.02 The members of the Union Negotiating committee shall not lose regular pay during normal working hours while attending at negotiation meetings with the Employer. In addition the Union Negotiating Committee will be given one (1) day off with pay for the purpose of preparing the Union's proposals prior to the commencement of bargaining for the renewal of this agreement.

### **10.03 Representatives of Union and Management**

- (a) The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees and/or the President or Vice-President of the Local as designated by the Local.
- (b) The Employer shall have the right at any time to have assistance of a labour relations consultant when meetings with the Union include a National Representative of the Canadian Union of Public Employees.
- (c) The Union shall have the right to appoint or otherwise select two (2) members of the bargaining unit as Stewards who shall represent employees in any formal meetings with the Employer as provided under this Collective Agreement, including but not limited to meetings in the grievance procedure.

- 10.04 It is agreed that a Labour/Management Committee will be established with up to three (3) representatives from each of the Union and the Employer. This

Committee shall meet no less than one (1) time a year or at such other times as mutually agreed between the Union and the Employer. At least one (1) week prior to any meeting, the Union and the Employer shall exchange an agenda of those items proposed to be discussed at a Committee meeting. The purpose of Committee meetings will be to discuss and resolve issues on the agenda which are of mutual concern relating to bargaining unit concerns and employee issues which are not the subject matter of any outstanding grievances or collective bargaining. Labour Management Committee meetings will be held between shifts.

- 10.05 All time spent in meetings with the Employer shall be considered time worked and paid at the Employee's regular rate of pay for their regularly scheduled shift(s). The Employee shall be provided an additional thirty (30) minutes before the beginning of the meeting with the Employer.

## **Article 11 – Seniority**

- 11.01 Seniority shall be defined as the length of time a Crossing Guard has been employed by the employer in the bargaining unit since last date of hire. Where the date of hire is the same for two or more employees, their seniority rank for the purpose of transfers, promotions, lay off and recall shall be based on their total hours paid.
- 11.02 Newly hired Crossing Guards shall be considered on probation for a period of one hundred forty (140) hours of active duty or three (3) calendar months from date of hiring whichever is the lesser. The employment of such employee may be terminated at any time during this one hundred forty (140) hour period at the sole discretion of the Employer.
- 11.03 Crossing Guards shall lose all seniority rights and be deemed to be terminated if:
- (a) the employee is discharged for just cause and is not reinstated;
  - (b) the employee resigns which resignation is not rescinded within forty-eight (48) hours;
  - (c) the employee is absent from work in excess of four (4) consecutive shifts without notifying their management supervisor or designate, unless such notice was not reasonably possible;
  - (d) the employee is a "casual crossing guard" and fails to pick up any shifts for two (2) consecutive months without notifying their management, supervisor or designate with a reasonable explanation;

- (e) after a lay-off, the employee fails to return to work within five (5) days after being notified by registered mail to do so, unless through sickness or other just cause, the employee is unable to return to employment;
  - (f) the employee is laid off for a period longer than twelve (12) months.
- 11.04 (a) It shall be the responsibility of employees to keep the Employer informed of their current mailing address and telephone number.
- (b) 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.
- 11.05 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.
- 11.06 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 12 – Layoffs and Recalls**

- 12.01 Without prejudice to the Employer's right to lay off employees otherwise, it is agreed that the employees in the bargaining unit will typically experience three (3) layoffs per year, during the Christmas Break, the March Break and during the summer. These breaks will follow the affected local school board(s) calendar.
- All layoffs shall take place in accordance with the provisions of the *Employment Standards Act*.
- 12.02 In the event of a layoff of Crossing Guards, they shall be laid off in the reverse order of seniority. Notwithstanding the above, Casual Crossing Guards shall be laid off before Crossing Guards.
- 12.03 A layoff shall be defined as a reduction in the regular workforce or a reduction in the employee's hours of work.

12.04 An employee in receipt of a layoff notice shall have the right to displace an employee with less seniority, providing the affected employee gives written notice of their intent to exercise this right within ten (10) working days of receipt of the layoff notice.

12.05 Laid off employees shall be recalled in order of seniority.

## **Article 13 – Promotions and Staff Changes**

13.01 Employees may at any time submit a request for transfer to a different school crossing location as follows:

(a) Transfer requests shall be in writing on the form provided by the Employer. Such requests may be submitted to the Supervisor of Crossing Guards once per school year. Transfer requests will remain active in the current calendar year unless acted upon or revoked by the Employee to a maximum of two (2) transfer requests per calendar year.

(b) The Employer will retain on file all transfer requests from current employees to the end of the current school year.

(c) Where a school crossing location becomes vacant, the Employer will offer the position to the senior employee who has a transfer request on file.

(d) Should the position remain vacant it shall be offered to crossing guards in order of seniority until it is filled or until each member of the bargaining unit has had an opportunity to be placed in it.

13.02 When a vacant position occurs or a new position is created, such position shall be awarded to the senior, qualified applicant. Employees who have completed sixty (60) hours or four (4) calendar weeks employment shall be deemed qualified to apply for any such position.

## **Article 14 – Grievance Procedure**

14.01 If there occur grievances arising between the Employer and an employee respecting the interpretation, application or administration of this Collective Agreement, an earnest effort shall be made to settle such differences fairly and promptly in the following manner:

- (a) In order that grievances shall not be harboured and shall be handled without delay, it is agreed that no grievance shall be considered where the alleged circumstances arose more than fifteen (15) working days prior to its being brought to the attention of Management in 14.01 (b) below or where more than fifteen days elapsed from the time when such circumstances ought reasonably to have been known to the grievor and the concern was brought to the attention of Management.
- (b) Employees and their Steward may request their Supervisor to handle a specific problem where the actual details are clearly identified. The employee and the Steward will make every effort to adjust the situation with the Supervisor before it is formalized in writing.

#### **14.02 One Step**

If the problem is not adjusted by the supervisor, it shall be placed in writing on a standard grievance form with the full details of the grievance clearly identified including, the clause or clauses of the Collective Agreement alleged to have been violated, the facts relied upon and the remedy sought. It may be signed by the employee involved and in all cases by a Steward or a member of the Executive. The Manager of Human Resources shall give a reply in writing to the Steward as soon as possible, but not more than five (5) working days after the grievance has been presented in writing.

#### **14.03 Step Two**

If the grievance is not settled at Step One, the matter shall be referred to the Chief Administrative Officer by the Union within five (5) working days of the date when the Steward received a reply in writing from the Manager of Human Resources. A grievance meeting will be arranged by the Chief Administrative Officer with the Union representatives within five (5) working days after receipt of the grievance. The Chief Administrative Officer shall reply, in writing, within five (5) working days if the matter is not resolved at this meeting.

14.04 Where a grievance involves general policy or has been submitted on behalf of a group of employees, Step One of the grievance procedure will be omitted and the grievance may commence at Step Two.

14.05 The Employer shall supply the necessary facilities for the grievance meetings.

14.06 In the event a grievance mediator is requested, a referral to arbitration shall be delayed until after the last day of grievance mediation, at which time the time frame referred to in Article 15.01 regarding the referral of the grievance to arbitration shall be deemed to commence. In no event will the grievance mediation meeting be held later than sixty (60) days from the date on which the grievance mediator accepts the appointment unless mutually agreed upon in

writing between the Employer and the Union.

14.07 The Parties shall jointly share the expense of the grievance mediator.

## **Article 15 – Arbitration**

15.01 In those cases where the difference arising between the parties relates to the interpretation, application or administration of the provisions of this Collective Agreement, including any question as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, either of the parties, may, within twenty (20) working days after exhausting the grievance procedure as outlined in Article 14, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice shall contain the name and address of the first party's appointee to the Arbitration Board, as well as the details of the grievance including a precise statement of the matter in dispute.

The recipient of the notice shall, within ten (10) working days, advise the other party of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be Chairperson.

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within the specified time limit, either party may request that the appointment(s) made by the Minister of Labour for Ontario.

### **15.02 Who may be an Arbitrator/Appointee**

No person shall be selected as a member of an Arbitration Board, who

- (a) Is acting or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;
- (b) Has any pecuniary interest in the matters referred to the Board.

### **15.03 Decisions of the Board**

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

#### **15.04 Discipline or Discharge Cases**

In the event that a Board of Arbitration deals with a matter relating to discharge, suspension, or disciplinary action, then the board has the authority to reinstate an employee with or without full or partial compensation for salary and any other benefits lost, or to make any award it may deem just or reasonable which would be consistent with the terms of this Agreement.

#### **15.05 Expense of the Board**

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints.
- (b) One-half of the fees and expenses of the Chairperson.

15.06 It is agreed that the time limits referred to in Article 14 and Article 15 may be extended by written mutual consent.

15.07 Nothing in this Agreement shall prevent the Union from exercising its rights to use Section 49 of the (Labour Relations Act, 1995).

15.08 At any stage of the grievance or arbitration procedure, the parties may have the assistance of grievors as witnesses and reasonable arrangements will be made to permit the Arbitration Board or sole Arbitrator to have access to any part of the Employer's premises in order to view any working conditions which may be relevant to the grievance.

15.09 Notwithstanding the above, the Employer and the Union may agree to have the grievance heard by a sole arbitrator.

### **Article 16 – Discipline Discharge Cases**

16.01 A Department Head may suspend an employee. The employee and the Union including the Unit Chair shall be advised promptly, in writing, of the reason for such suspension.

16.02 A regular employee may be dismissed only for just cause and only upon the authority of the Chief Administrative Officer. The employee and the Union shall be advised promptly, in writing, of the reason for such dismissal.

16.03 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all

time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

- 16.04 An employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 14 – Grievance Procedure. Step One of the Grievance Procedure shall be omitted in such cases.
- 16.05 In the event that an employee is subject to disciplinary action, such employee shall have the presence of a Steward during any disciplinary investigation meeting and at any meeting at which an employee will be disciplined.
- 16.06 An employee shall have the right to arrange an appointment to view their own personnel file during the normal office hours of the Human Resources Department. An employee shall have the right to copies of any material contained therein. An employee has the right to respond to any document in this file and such written response will become part of the file.
- The viewing shall be in the presence of the Human Resources Manager or their designate.
- 16.07 Any record of disciplinary action shall be removed from an employee file after a period of eighteen (18) calendar months where no further discipline has been issued.

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

- 17.01 The purpose of this Article is to define the normal hours of work and is not a guarantee of hours of work per day or per week.
- 17.02 Crossing Guards hours of work shall be determined by the Employer in conjunction with the applicable Board of Education.
- 17.03 All Crossing Guards having a day cancelled by the employer with less than twenty-four (24) hours' notice shall be paid their regular days' earnings for that day.
- 17.04 An employee shall notify their supervisor a minimum of forty-eight (48) hours in advance of any request for scheduled time off. Exception will be as follows: when an employee who is required to attend to the illness, injury or medical emergency or urgent matter of a family member of their immediate family or spouses defined by family responsibility leave under the ESA.

## Article 18 – Paid Holidays

18.01 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

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

## Article 19 – Vacations

19.01 Employees under this Agreement shall receive a four percent (4%) in lieu of vacation in accordance with the table below. Such vacation pay shall be paid in the last regular pay in June and December.

The year in which five (5) years of service falls, vacation pay will increase to six percent (6%) on the first pay of that year. The year in which ten (10) years of service falls vacation pay will increase to eight percent (8%) on the first pay of that year.

## Article 20 – Leaves of Absence

20.01 The Union acknowledges that the Stewards have their regular duties to perform in connection with their employment, and that only such time as is necessary will be taken by the Stewards during working hours to attend to Union business. The Steward shall obtain the permission of their supervisor before leaving their work to assist any employee in investigating or presenting their grievance. The Employer reserves the right to limit the time spent investigating the grievance if it deems the time taken to be excessive. Stewards who are attending at negotiations on behalf of the Union or are representing an employee in the grievance procedure shall suffer no loss of regular pay for the time spent at meetings with the Employer.

20.02 An employee shall be granted time off for bereavement leave, without loss of pay, according to the schedule below following the date of death:

- (a) An employee's spouse, child, parent or grandchild (which shall include step-child or step-parent with whom there is a nurturing relationship) –

five (5) work days;

- (b) An employee's father-in-law, mother-in-law, sibling or grandparent – three (3) work days;
- (c) An employee's aunt, uncle, sibling-in-law or grandparent-in-law – one (1) work day (aunt and uncle relationships must be direct).

One of the days may be deferred for a future date for a memorial service. The foregoing clause shall apply to casual employees on the understanding that all leaves will be granted without pay

- 20.03 The Employer shall consider granting a leave of absence request without pay and without loss of seniority to any regular employee requesting such leave for good and sufficient cause. Such request shall be submitted to Human Resources in writing and is subject to the approval of the Employer. An employee who fails to return to work at the expiry of an approved leave of absence without sufficient cause shall lose all seniority rights and be deemed to be terminated.
- 20.04 Employees may be required to submit medical clearance from their treating physician satisfactory to the Employer prior to a return to work from a leave of absence of more than three (3) consecutive working days due to illness or injury.
- 20.05 When an employee is charged with a criminal offence, they are to immediately notify the Employer.
- 20.06 Regular employees shall be given pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act*.
- 20.07 Leave of absence with pay and without loss of seniority shall be granted for two members to attend Union educational, conferences or conventions, for a total number of working days not to exceed fifteen (15) days in any one (1) 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 at least ten (10) days prior to the leave of absence.
- 20.08 Any employee who is elected or selected to a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of two (2) years. Such leave shall be renewed each year during such term of office.
- 20.09 The Employer shall pay an employee who is required to serve as a juror or

court witness, the difference between the employee's normal earnings and the payment which the employee receives for jury service or criminal court witness. The employee will present proof of service and the amount of pay received.

## **Article 21 – Payment of Wages**

- 21.01 The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of wages and deductions.
- 21.02 Employees who are required to train new Employees will be paid an additional one dollar (\$1.00) for each hour spent providing training.

## **Article 22 – Safety**

- 22.01 The Employer and the Union agree that they shall comply with and institute the requirements of the *Occupational Health and Safety Act* as it applies to the Employer's operations.
- 22.02 The employer shall provide transportation to the nearest Hospital for employees requiring medical care as the result of a workplace accident occurring during working hours.
- 22.03 All workers shall be covered under the Workplace Safety and Insurance Board with premiums paid by the Employer.
- 22.04 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.
- 22.05 The Union will appoint and elect the Union Representative to the occupational Health and Safety Committee. Such appointment will be reviewed annually by the Union.
- 22.06 The employer shall provide and maintain huts where practical and possible.
- 22.07 Domestic Violence - If the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution

reasonable in the circumstances for the protection of the worker (OHS Act S. 32.0.4)

## **Article 23 – Clothing and Tools**

- 23.01 The Employer shall provide the Crossing Guards with rain wear, either a full-length raincoat or a two-piece rain suit, safety vest, and a stop sign. It is understood that this equipment shall only be worn during working hours while the employee is at work. All such equipment remains the property of the Employer.
- 23.02 In the first pay period of September the Employer shall pay an allowance to all actively employed employees in the Crossing Guard unit in the amount of \$130.00. Employees not actively employed on September 1<sup>st</sup> of a year shall be paid such an allowance on their return to active employment in the calendar year for which the allowance is payable.

Casual Crossing Guards are not eligible to receive this allowance until the completion of one hundred and forty (140) hours of active duty.

## **Article 24 – General Conditions**

- 24.01 The Employer shall permit the use of the existing Bulletin Board(s) at the Public Works Yard(s), upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 24.02 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print the Agreement within thirty (30) days of signing and issue a copy to each employee.
- 24.03 Employees who are required by the Employer to use their own vehicle in the performance of City related business, other than normal transportation to and from work will be reimbursed on the basis of the current mileage allowance.

## **Article 25 – Agreement**

- 25.01 This Agreement shall be binding and remain in effect until December 31, 2025


and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within the previous ninety (90) days that it desires its termination or amendment.

25.02 Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

Dated at the City of Quinte West this 9<sup>th</sup> day of February, 2023.

On behalf of the  
Corporation of the  
City of Quinte West

  
\_\_\_\_\_  
Lori Coxwell-Duncan

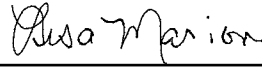
  
\_\_\_\_\_  
Jaclyn Grimmon

  
\_\_\_\_\_  
Sean Beemer

  
\_\_\_\_\_  
Councillor Duncan Armstrong

  
\_\_\_\_\_  
Christine Masters

On behalf of the Canadian  
Union of Public Employees  
and its local 799.1

  
\_\_\_\_\_  
Lisa Marion

  
\_\_\_\_\_  
Peter Rickards

  
\_\_\_\_\_  
Kevin Dishart

  
\_\_\_\_\_  
Robert Arsenault

**Schedule A: Crossing Guards Wage Schedule**

January 1, 2023	4%	\$18.20
January 1, 2024	3%	\$18.75
January 1, 2025	1.5%	\$19.03

The parties agree that should the minimum wage rate in the Province of Ontario increase during the life of the Collective Agreement, a difference of \$2.00 above that minimum wage rate will be maintained in this Collective Agreement. For clarity, the parties agree that if the adjusted rate (i.e., minimum wage plus \$2.00) is greater than the applicable negotiated rate(s) in the above chart, no further increases will apply to the adjusted rate.

# LETTER OF UNDERSTANDING

Between:  
**THE CORPORATION OF THE MUNICIPALITY OF QUINTE WEST**  
(hereinafter called the “Employer”)  
and  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 799.1**  
(hereinafter called the “Union”)

**Re: Crossing Guard Public Awareness**

**WHEREAS** the parties wish to commit to producing and implementing an annual communications strategy focusing on crossing guard safety, education and appreciation through the mutual agreement;

**NOW THEREFORE the parties agree as follows:**

This will include public service content, web and social media posts. We recognize the health and safety risk that comes with being a crossing guard and will continue to engage and maintain open communication on matters of health and safety as they arise, and assist in escalation with other authorities as needed. .


**This Agreement will be subject to ratification by the membership of Local 799.1.**

This letter of understanding and will remain in effect until such time as an amended Collective Agreement is reached between the parties.

Dated this 1<sup>st</sup> day of February, 2023.

On behalf of the  
Corporation of the  
City of Quinte West

  
\_\_\_\_\_  
Lori Coxwell-Duncan

  
\_\_\_\_\_  
Jaclyn Grimmon

  
\_\_\_\_\_  
Sean Beemer

  
\_\_\_\_\_  
Councillor Duncan Armstrong  
  
\_\_\_\_\_  
Christine Masters

On behalf of the Canadian  
Union of Public Employees  
and its local 799.1

  
\_\_\_\_\_  
Lisa Marion

  
\_\_\_\_\_  
Peter Rickards

  
\_\_\_\_\_  
Kevin Dishart

  
\_\_\_\_\_  
Robert Arsenault