



CITY OF  
**Welland**

## COLLECTIVE AGREEMENT

between

The Corporation of the  
City of Welland

and

The Canadian Union of Public Employees Local 1115.02 –  
Crossing Guards

For the Period of:

September 1, 2022 – December 31, 2025



## TABLE OF CONTENTS

<b>ARTICLE 1 - PURPOSE.....</b>	<b>1</b>
<b>ARTICLE 2 – RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE 3 - UNION SECURITY.....</b>	<b>2</b>
<b>ARTICLE 4 - RELATIONSHIP .....</b>	<b>3</b>
<b>ARTICLE 5 - DISCRIMINATION.....</b>	<b>3</b>
<b>ARTICLE 6 - STEWARDS AND UNION COMMITTEE.....</b>	<b>4</b>
<b>ARTICLE 7 - GRIEVANCE PROCEDURE .....</b>	<b>5</b>
<b>ARTICLE 8 - DISCHARGE OR DISCIPLINE CASES.....</b>	<b>8</b>
<b>ARTICLE 9 - STRIKES OR LOCKOUTS.....</b>	<b>9</b>
<b>ARTICLE 10 - SENIORITY .....</b>	<b>9</b>
<b>ARTICLE 11 - JOB POSTINGS, LAYOFFS, RECALLS.....</b>	<b>10</b>
<b>ARTICLE 12 - WAGES.....</b>	<b>13</b>
<b>ARTICLE 13 - HOURS OF WORK .....</b>	<b>13</b>
<b>ARTICLE 14 - VACATION PAY.....</b>	<b>14</b>
<b>ARTICLE 15 - PAID HOLIDAYS.....</b>	<b>14</b>
<b>ARTICLE 16 – LEAVE OF ABSENCE .....</b>	<b>15</b>
<b>ARTICLE 17 – CLOTHING AND EQUIPMENT .....</b>	<b>17</b>
<b>ARTICLE 18 – NOTICES AND LEGISLATION .....</b>	<b>17</b>
<b>ARTICLE 19 – HEALTH AND SAFETY .....</b>	<b>18</b>
<b>ARTICLE 20 - SICK TIME.....</b>	<b>18</b>
<b>ARTICLE 21 – DURATION OF AGREEMENT .....</b>	<b>19</b>
<b>LETTER #1 - UNION GRIEVANCE COMMITTEE.....</b>	<b>21</b>
<b>SCHEDULE "A".....</b>	<b>22</b>

## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with the procedures for dealing with grievances.
- 1.02 Furthermore, it is the purpose of both Parties to this Agreement:
- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and its employees;
  - (b) to recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work and other conditions of employment as set out in this Agreement;
  - (c) it is recognized that the parties covered by this Agreement wish to work cooperatively to provide the best possible level of service;
  - (d) to promote the morale, well-being, and security of all employees in the Bargaining Unit as described herein.

## **ARTICLE 2 – RECOGNITION**

- 2.01 (a) The Corporation recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Crossing Guards of the Corporation of the City of Welland, save and except the following which are excluded;
- Persons at or above the rank of Supervisor
  - Students or temporary workers hired under government grants and co-op training programs.
  - Employees who are members of other bargaining units, including the city unit of the Canadian Union of Public Employees, Local 1115.
- (b) Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for the purposes of instruction, emergencies, when a crossing guard or casual crossing guard is not readily available and the call out list has been exhausted, or in cases mutually agreed upon in writing by the Union Executive and the Corporation.
- 2.02 The word “Employee” in the agreement shall mean the employees for whom the Union is the Bargaining Agent for, as set out in Article 2.01.

- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.
- 2.04 Crossing Guard shall mean an employee hired by the Corporation for the sole purpose of staffing crossings and who is regularly scheduled to work.
- 2.05 Casual Crossing Guard shall mean an employee hired by the Corporation for the sole purpose of staffing crossings and is not regularly scheduled to work but is offered vacant shifts as required.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 The Corporation agrees that each new employee, after thirty (30) calendar days of employment, and each present employee shall, as a condition of employment;
- (a) Become and remain members in good standing of the Union; and
  - (b) Have deducted on the regular pay cycle initiation fees where applicable and such monthly Union dues as are uniformly levied in accordance with the Constitution and By-laws of the Union. The total amount of the monthly deduction will be transmitted regularly each month to the Secretary-Treasurer of the Union.
  - (c) The Corporation, when interviewing prospective employees, agrees to advise such persons of the existence of a Collective Agreement. On commencing employment, the Human Resources Department shall provide the new employee with a copy of the current Collective Agreement.
  - (d) Within thirty (30) working days of the signing of a renewal agreement, the Corporation will have printed sufficient copies of the contract so that each member shall receive a copy and allow for the Union Office to receive six (6) copies as well as an electronic PDF version. Signatures will be included in the contracts.
- 3.02 With the first transmission of dues, the Corporation will deliver a list of the employees from whom deductions were made and the amount of the deductions. With subsequent transmissions, the Corporation will show any changes in employees or deductions.
- 3.03 The Union will deliver to the Corporation a letter, certified by the Recording Secretary, setting out the amounts of initiation fees and monthly dues mentioned in Article 3.01 and the name and address of the Secretary-Treasurer.
- 3.04 The Corporation shall use its best endeavour to comply with the provisions of this Article, however, the Corporation is held harmless by

the Union of any and all responsibility and liability for deducting or failing to deduct these monies.

- 3.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall type the amount of union dues paid by each Union Member in the previous year.

#### **ARTICLE 4 - RELATIONSHIP**

- 4.01 The Corporation also has the right to make and alter from time-to-time rules and regulations to be observed by the employees, provided that no change shall be made by the Corporation in such rules and regulations without prior notice to and discussion with the Union. Such rules may not contravene the Collective Agreement
- 4.02 The Corporation agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this agreement.
- 4.03 The question of whether one of these foregoing rights is limited by this agreement may be decided through the grievance procedure.
- 4.04 The Corporation shall protect all bargaining unit employees in accordance with City By-law 9829 dated April 7th, 1992, being a by-law to provide for the indemnity and defense of employees of the Corporation against liability incurred while acting on behalf of the municipality.

#### **ARTICLE 5 - DISCRIMINATION**

- 5.01 The Employer agrees that there shall be no discrimination or harassment, as defined by the Ontario Human Rights Code, interference or coercion exercised or practiced with respect to any employee because of their membership or activity in the Union and/or by reason of political affiliation. Furthermore, the Employer and the Union agree that their representatives and members will adhere to the provisions contained in the Human Rights Code of Ontario and Section 32 of the Occupational Health and Safety Amendments Act and Bill 132 (Sexual Violence and Harassment Action Plan Act), as amended from time to time.
- 5.02 Conversely, there shall be no intimidation, restraint or coercion exercised or practiced upon the employees by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises during working hours, except as is provided in this agreement or mutually agreed upon.

## **ARTICLE 6 - STEWARDS AND UNION COMMITTEE**

6.01 The Corporation will recognize,

- (a) One (1) Chief Steward
- (b) One (1) Steward
- (c) A Union Grievance Committee of up to two (2) members, of whom one (1) shall be the President of the Union or their representative; the others shall be the Chief Steward or steward.
- (d) A Union Negotiating Committee of three (3) employees, of whom one (1) shall be the President of the Local or their representative for the purpose of reviewing or amending this Agreement.
- (e) To be a Steward or member of the Union committee the employee must have completed their probationary period and be placed on the seniority list.
- (f) The Union shall keep the Corporation informed, in writing, the names of all its Officers, Committee Members, and Stewards.
- (g) The Corporation officials who have functions under this agreement are deemed to be the CAO, Directors, and the Manager of Human Resources or their designates.
- (h) The Corporation agrees that a maximum of up to four (4) hours per month of paid representation shall be provided to the Union. Such time may be utilized by the Chief Steward and/or Steward and will be scheduled outside of crossing hours. Requests for this time shall be made by the Union President to the employer and shall not be unreasonably denied.
- (i) Further to the above, it is agreed that requests for union leaves of absence to attend executive board meetings once a month will not be unreasonably denied.

6.02 The Corporation and the Union agree to schedule labour management meetings periodically as required when issues arise that affect the parties. Either party may request the meeting and the Corporation shall arrange a mutually agreeable meeting of the parties. Such meeting will deal with any matter of concern to either party, except specific grievances, but may deal with conditions giving rise to such grievances. The Union President, Vice-President, Chief Steward, and applicable management staff will be invited to attend the meeting, an additional representative from Human Resources and the Union National Representative reserves the right to be present at any Labour Management meeting.

6.03 It is understood that a Steward has their regular work to perform on behalf of the Corporation, and that they will not leave their work without

obtaining permission from their supervisor. When resuming their regular work, they will report to their supervisor and will give any reasonable explanation which may be requested with respect to their absence.

- 6.04 It is clearly understood that a Steward will not absent themselves from their regular work unreasonably to deal with grievances of employees. In accordance with this understanding, the Corporation agrees to compensate, in accordance with the terms of this agreement, a Steward for their hours spent in servicing grievances of employees as well as a Union Grievance Committee Member, and a Union Negotiating Committee Member for time spent in attending meetings with the Corporation during their regular working hours, including time spent in meetings involving a third party; i.e., conciliation, mediation and/or arbitration.
- 6.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.
- 6.06 In the period of ninety (90) days prior to the termination of this Collective Agreement, each member of the Union Negotiating Committee shall be entitled to two (2) days off with pay to prepare for negotiations, provided that the employer shall receive reasonable notice of such two (2) days leave of absence.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 It is the mutual desire of the Parties that complaints of employees shall be resolved as promptly as possible. In all cases of discipline, grievances commence at Step 3 as per Article 8.01.
- 7.02 Any differences should first be taken up verbally by the aggrieved employee and/or the Chief Steward, if it is presented within ten (10) working days of the alleged circumstance occurring, directly with the aggrieved employee's immediate Manager. Both the union and the Manager will record the date of the meeting.
- 7.03 STEP 1: If not settled with the Manager, the grievance will, within three (3) days, be submitted in writing to the Director or their representative. The grievance shall specify the facts and the Article or Articles claimed to be violated or relied upon and specific remedy sought. The Director or their representative shall give their decision in writing within three (3) days of receipt of the grievance by the Director.
- 7.04 STEP 2: If not then settled, the grievance will, within fifteen (15) days, be submitted in writing by the Union Grievance Committee to the CAO, via the Manager of Human Resources. In the case of a Corporation Grievance, a meeting, shall be held within fifteen (15) days of submission. At Step 3, there may be present a National Representative

of the Union, if requested by either Party. The decision of the CAO, or their representative shall be given in writing by the Manager of Human Resources, or their representative to the Union Grievance Committee within fifteen (15) days after the meeting at which it was discussed. Similarly, the Union Grievance Committee, in the case of a Corporation grievance shall give its answer to the Manager of Human Resources within fifteen (15) days after the meeting at which it was discussed.

7.05 STEP 3: If not then settled in Step #2, the grievance may, within thirty (30) days, be referred to Arbitration as follows or as provided for in Section 49(1) of the Ontario Labour Relations Act as amended, S.O. 1995, c.1. Sch. A.

- (a) Written notice shall be given to the other Party formally stating the subject of the grievance and at the same time proposing a list of four potential Arbitrators taken from the list of approved Arbitrators from the Ministry of Labour. Within ten (10) days after receipt of such notice, the other Party shall either select one of the potential Arbitrators or propose a list of four other potential Arbitrators taken from the same list of approved Arbitrators referred to above. The Party initiating the grievance shall then, within ten (10) days after the receipt of the second list, if no agreement has been reached on an Arbitrator, request the Director, Office of Arbitration, Ontario Ministry of Labour, to name a Sole Arbitrator to hear the case.
- (b) As soon as possible after the Arbitrator has been selected, a hearing shall be held to hear the evidence and representatives of both Parties and a decision shall be rendered as soon as possible. The decision of the Arbitrator shall be final and binding on both Parties to the Agreement.
- (c) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.
- (d) No grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this agreement. The Party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice to the other Party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of this agreement. In such case, the Arbitrator shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitrator shall reserve judgment on the question of arbitration and proceed with the matter on the merits. The Arbitrator, in its award shall first deal with the question of arbitration, and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the agreement, then the Arbitrator, shall not consider the matter

further, and the decision of the Corporation or the Union Grievance Committee, in the case of a Corporation grievance, shall stand.

- (e) The Parties shall share equally the expense of the Arbitrator.
  - (f) Should either Party wish to refer to Arbitration using Section 48 of the Act as amended, the time limits applicable under Step 3 will still apply. The Party having carriage of the grievance shall notify the other party of such intent by naming a Nominee as required by Section 48.
- 7.06 No grievance shall be considered in any Step unless it has been properly carried through all previous Steps of the Grievance Procedure, required by this agreement, except that if, at any Step of this Grievance Procedure, the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next Step, within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.
- 7.07 When it is evident that a grievance is of such nature that it is beyond the jurisdiction of the Manager, the Union may present such a grievance to Management as a Policy Grievance and it will go directly to Step 1.
- A Policy Grievance is defined and limited to one which alleges:
- (i) An incorrect interpretation or administration of the Agreement which may affect the collective interests of the Parties;
  - (ii) A breach of an announced or existing policy of the Corporation concerning benefits or rights established under the Collective Agreement.
- 7.08 If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned, unless extended by mutual agreement.
- 7.09 At any stage of the Grievance Procedure, including Arbitration, all reasonable arrangements will be made to permit the conferring Parties to have access to the workplace and to view disputed operations and to confer with necessary witnesses.
- 7.10 In this Article 7, the word "days" shall not include Saturdays, Sundays or paid holidays.
- 7.11 Prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediator. If both parties mutually agree to utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting. The parties will jointly share the cost of the Grievance Mediator's services.

## **ARTICLE 8 - DISCHARGE OR DISCIPLINE CASES**

- 8.01 A claim of an employee that they have been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Manager of Human Resources within three (3) working days after the Union and the Chief Steward have been notified in writing of the discharge or discipline. Such special grievance shall be dealt with at Step 2 and the balance of the Grievance Procedure.
- 8.02 In all discharge or discipline cases, the Corporation will notify the Union and the Chief Steward in writing as soon as possible, but within five (5) working days. The employee concerned shall be given the reasons for such in the presence of their Steward or other Officer of the Local. If a Steward is not available or if the employee is absent more than ten (10) working days at the time of discipline the employee will be notified by registered letter.
- 8.03 Such special grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for loss or by any other arrangement which is just and equitable in the opinion of the conferring Parties, including Arbitration.
- 8.04 If an employee, who has been given a written warning or suspension or other form of formal discipline, maintains a clear record for twenty-four (24) months following their last written warning or suspension or formal discipline, the employee's record shall be cleared as of the end of such period.
- Coaching and counselling letters used by the Corporation to identify concerns with the employee's performance and identify expectations required for improvement are non-disciplinary and may form part of an employee's record. If the employee maintains a clear record for twenty-four (24) months following their last letter of coaching or counselling the document shall be removed from the employee's file.
- 8.05 An employee has the right to review their personnel file after arrangements have been made with Human Resources at least twenty-four (24) hours in advance.
- Employees reviewing their personnel file shall do so in the presence of a representative of Human Resources.
- Documentation in the file shall be provided to the employee upon request to Human Resources once the employee has reviewed the file in Human Resources.

## **ARTICLE 9 - STRIKES OR LOCKOUTS**

- 9.01 During the life of this agreement, the Union agrees that there will be no strike, sit down, slow down or other collective action that will interfere with the Corporation's operations, and the Corporation agrees that there will be no lockouts.
- 9.02 An employee covered by this agreement shall have the right to refuse to do the work of striking or locked out employees of the Corporation. An employee covered by this agreement will not be required to cross a picket line at another employer if the crossing of such picket line could cause harm or damage to the person or property of the employee or to the property of the Corporation.

## **ARTICLE 10 - SENIORITY**

- 10.01 Seniority will be recognized based on length of service with the Corporation as a Crossing Guard. They shall achieve seniority after accumulating ninety (90) working days, the probationary period and their seniority date shall be their first day worked as a Crossing Guard. The employee may not exercise seniority rights or grieve regarding discharge during the probationary period.
- 10.02 If the employee is absent due to illness or injury for more than five (5) days during the probationary period, the number of working days absent will be added to the probationary period.
- 10.03 (a) Crossing Guards shall be considered to have terminated their employment and have lost their seniority rights for the following reasons:
- (i) if the employee quits.
  - (ii) after twelve (12) consecutive months of layoff. In extenuating circumstances, the employer agrees to consult the union.
  - (iii) if the employee is discharged and the discharge is not reversed through the Grievance Procedure.
  - (iv) if an employee has been absent for five (5) consecutive working days without having directly notified the Corporation unless such notice was not reasonably possible.
  - (v) if an employee is laid off and fails to return to work within (5) working days after being notified by registered mail to their last known address on the corporate records and does not give a satisfactory reason.

- (vi) if an employee overstays a leave of absence granted in writing by the Corporation and does not secure an extension of such leave.
- (vii) if the employee retires.
- (b) Seniority shall not be considered as broken during an absence of up to one (1) year due to illness, or while on an approved leave of absence granted by the Corporation.
- (c) In the event of termination of employment all benefits will cease immediately.
- (d) In the event of lay-off from employment all benefits will continue for a two (2) month period from the date of lay-off.
- (e) Where the hire date and seniority date are the same for two (2) or more employees, a random sequence generator will be used by the employer to determine the seniority order.

10.04 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, unless there is mutual agreement between the Corporation and the Union to extend.

10.05 The Corporation shall prepare and deliver the seniority list to the Union. The list shall be brought up to date as of September 1<sup>st</sup> of each year. At any time during working hours up-to-date seniority information shall be available to Union Stewards on application to Human Resources.

Protests in regard to seniority standing must be submitted in writing thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or their representative, such error will be corrected and when so validated the agreed upon seniority date shall be final. No change in the seniority status of an employee shall be made without concurrence of the Union.

## **ARTICLE 11 – JOB POSTINGS, LAYOFFS, RECALLS**

11.01 In all job postings, promotions, layoffs, and recalls, seniority shall govern.

- 11.02 Prior to June 30<sup>th</sup> of each year, for the upcoming school year, Crossing Guards may sign a request for transfer list to move to a different school crossing location as follows:
- (a) Transfer requests shall be in writing on the form provided by the Employer. Such requests shall be submitted to the Manager prior to June 30<sup>th</sup>. Transfer requests will remain active in the current school year unless acted upon or revoked by the Employee.
  - (b) Where a school crossing location becomes vacant, the Employer will offer the position to the senior employee who has a transfer request on file.
  - (c) Should the position remain vacant, after exhausting the transfer list, the vacancy may be filled by the Corporation with a Casual Crossing Guard or a new hire.
  - (d) Vacancies shall mean those of a long term nature that arise through termination, new job, extended illness, injury, death or a retirement or leaves of absence granted in excess of one year and shall include all vacancies arising from the original vacancy.
  - (e) If the Corporation intends to postpone the filling of a vacancy, or not to fill it, in which case, the Corporation shall so notify the Union within twenty (20) days, from the date the vacancy occurred, of the reasons for such postponement or not filling the vacancy.
  - (f) If the Union is not in agreement with the reasons for postponing or not filling the vacancy, a meeting between the Parties shall be held within (10) days after the Union has notified the Corporation of their wish for such meeting. If the Parties are unable to reach an agreement, the matter may be the subject of a grievance at Step 1 of the Grievance Procedure.
  - (g) In Article 11.02, "days" shall mean working days.
- 11.03 The Corporation shall be free to temporarily fill a vacancy of thirty (30) working days or less due to approved leave. It is agreed that such vacancies will be offered to Casual Crossing Guards prior to being filled externally.
- 11.04 Without prejudice to the Corporation'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 the summer break. These breaks will follow the applicable Board of Education calendar.
- Crossing Guards will be laid off without pay at the conclusion of their working day on the last day of the school year and will be recalled to start on the first day of the new school year.

Any Crossing Guard not recalled will be provided with notice and severance as required by the Employment Standards Act, 2000.

- 11.05 (a) Notwithstanding the provisions of 11.01, when layoffs are necessary, employees shall be laid off in the following order, by reverse order of seniority:
- (i) Casual employees;
  - (ii) Probationary employees;
  - (iii) Permanent employees on the seniority list;
  - (iv) Employees shall be recalled after layoff in the reverse order to that in which they were laid off.
- (b) The Corporation will give five (5) working days' notice to an employee of a layoff which exceeds five (5) working days.
- (c) In the case of a probationary employee, it shall only be necessary for the Union to be notified.
- (d) In the event of a layoff, the affected employee shall, within five (5) working days of receiving notice, notify the Corporation in writing and/or by email of their intent to displace a less senior employee in the bargaining unit.
- 11.06 A layoff shall be defined as a reduction in the regular workforce, or a reduction in the employee's hours of work.
- 11.07 An employee seconded, or who accepts a position outside the Bargaining Unit shall accumulate seniority for a period to one (1) year from the date of the posting or transfer period. After which time seniority will be frozen unless extended by mutual agreement between the Corporation and the Union. Such employee, on their return to the Bargaining Unit shall return to the position in which they left at the time they left the Bargaining Unit, if it still exists or shall exercise their seniority rights, if it no longer exists. The employee shall continue to pay union dues while outside the Bargaining Unit, in the amount the employee was paying prior to accepting the ~~non-union~~ position.
- 11.08 (a) Should the Corporation merge, amalgamate or combine any of its operations with another Municipality or the Niagara Region, the Corporation agrees that the other Municipality or Niagara Region will recognize the Union and apply the terms and conditions of this agreement.

- (b) No Union employee shall, suffer a loss of employment or wage reduction, under a shared services agreement with another Municipality.
- (c) All work and services presently performed by members of CUPE shall continue to be performed by CUPE members under a shared services agreement with another Municipality.

## **ARTICLE 12 - WAGES**

- 12.01 The Corporation agrees to pay, and the Union agrees to accept, the wage rates set out in Schedule "A" attached hereto which become part of this Collective Agreement.
- 12.02 The Employer shall provide job descriptions for the Crossing Guard position and classification. The description shall be presented to the Union and shall become the recognized job description, unless the Union presents written objections within thirty (30) days, subject to the Grievance Procedure.
- 12.03 Employees shall be paid every other Thursday, via direct deposit.
- 12.04 A payroll error resulting in underpayment will be rectified by the Employer within five (5) working days of being notified.

## **ARTICLE 13 - HOURS OF WORK**

- 13.01 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.
- 13.02 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.
- 13.03 Crossing Guard hours of work shall be determined by the employer in conjunction with the applicable Board of Education. Crossing Guards will be scheduled at a school crossing location as determined by the employer. Such duty shall be confined to duty required on days when school is in operation during this period of employment. (Clarity note: locations shall be posted as per the language in Article 11)
- 13.04 Each shift shall be a minimum of 1 hour in duration.
- 13.05 The employment period shall extend from the early part of September to the later part of June in accordance with the applicable Board of Education calendar(s). The summer period is considered to be a layoff.
- 13.06 Crossing Guard schedules will be assigned in accordance with article 11

- 13.07 In the event a school does not open on a regular scheduled day due to circumstances beyond their control such as inclement weather, building conditions or emergency evacuations, scheduled employees will be paid their regular pay for their scheduled shift.
- 13.08 An employee absent from work due to illness or non-occupational injury is required to provide a doctor's report of illness (DRI) after three (3) consecutive days of absence, in accordance with the employers policies. A fully completed medical report, supplied by the corporation, and/or a Functional Abilities Form (FAF) shall be provided upon request. If the DRI, medical report and/or FAF are requested by the corporation, the employer agrees to pay the cost of obtaining such documentation.
- 13.09 For requests for time off, other than due to illness, or emergency, employees shall provide the employer with a minimum of forty-eight (48) hours advance notice. In the case of time off due to illness, injury, or emergency, employees shall provide as much advance notice as possible.

**ARTICLE 14 – VACATION PAY**

- 14.01 Crossing Guards shall receive a percentage in lieu of vacation in accordance with the table below. The vacation year shall be September to June.

Years of Service as of September 1 <sup>st</sup>	Vacation Percentage
0 – 4 years	4%
5 – 9 years	6%
10+ years	8%

- 14.02 Casual Crossing Guards shall be granted vacation pay in accordance with the Employment Standards Act.
- 14.03 Vacation payments will be made via direct deposit in one lump sum on the first pay period following the last day worked in June

**ARTICLE 15 – PAID HOLIDAYS**

- 15.01 Payment for paid/public holidays shall be in accordance with the legislative requirements of the Employment Standards Act and provided they have worked their regularly scheduled shift immediately preceding and their regularly scheduled shift immediately succeeding the paid holiday, unless excused in writing by the Director or their designate. To include the following:

New Year's Day  
 Family Day  
 Good Friday

Easter Monday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving  
Christmas Day  
Boxing Day

and any other day declared or proclaimed by the Federal or Provincial Government.

- 15.02 Crossing Guards will receive National Day for Truth and Reconciliation and Remembrance Day as floater days to be scheduled from September to June of the current school year as pre-approved by the employee's Manager.

## **ARTICLE 16 – LEAVE OF ABSENCE**

- 16.01 Union Leave

Leave of absence with pay and without loss of seniority shall be granted for up to two (2) members to attend Union educationals, conferences and/or conventions. 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. Such leave will not be unreasonably denied subject to operational demands.

A Crossing Guard who is elected or selected to a full-time position with the Union or any body 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 one (1) year.

The Corporation shall grant a leave of absence without pay and without loss of seniority to a Crossing Guard requesting such leave for a period of up to one (1) year for good and sufficient cause, such request shall be in writing and subject to the approval of the Corporation.

- 16.02 It is agreed that all leaves of absence under this Agreement, whether paid or unpaid, constitute a greater right or benefit than the emergency leave provisions of the Employment Standards Act. It is further agreed and understood that the statutory emergency leave days may not be pyramided on top of any leave whether paid or unpaid under the terms of this Agreement.

- 16.03 Pregnancy and Parental Leave, Family Caregiver Leave, and Critical Illness Leave, shall be in accordance with the current Employment Standards Act as amended without loss of job position, benefits in this

Collective Agreement, benefits as prescribed by the Employment Standards Act, seniority and service.

16.04 Jury Duty

If a crossing guard is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from their duties, the employee will not lose regular pay or seniority because of such attendance, provided that they:

- (a) Notify the employer immediately on their notification that they will be required to attend court.
- (b) Present proof of service requiring their attendance; and
- (c) Deposits with the employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.
- (d) A crossing guard who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

16.05 Bereavement Leave

Provided a Crossing Guard was scheduled to work, they will be granted bereavement leave without loss of basic wages under the following conditions.

- a) In the event of death of a crossing guard's spouse, (including same sex or common-law spouse and fiancée) child, or parent, they will be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of a crossing guard's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, they will be entitled to leave of absence without loss of pay for three (3) days.
- c) Crossing Guards will be granted up to one (1) working day leave of absence with pay to attend a ceremonial service when acting as a pallbearer.
- d) One (1) day from the appropriate entitlement may be reserved to attend a "Celebration of Life", which may occur at a later date.
- e) Bereavement leave may not be accrued or transferred to any other date, except as described in 16.05 (d)
- f) Bereavement leave will be measured in consecutive calendar days commencing on the date following the death unless otherwise agreed to in writing by the manager

## ARTICLE 17 – CLOTHING AND EQUIPMENT

17.01 The Corporation shall supply, at its expense, the following articles of apparel:

<b>Article</b>	<b>Replacement Frequency</b>
Raincoat	As Determined by Management
Winter Parka	As Determined by Management
1 Toque 1 baseball hat 1 winter gloves/mitts	As Determined by Management
Safety Vest	As Determined by Management
Stop Sign	As Determined by Management
Whistle	As Determined by Management

- (a) Upon a valid receipt being provided the Corporation shall reimburse up to \$110 every two years toward the cost of one pair of footwear. Casual Crossing Guards will be eligible for footwear reimbursement after ninety (90) working days.
- (b) Employees must be actively at work and not on Long Term Disability (LTD), WSIB, or extended leave of absence.
- (c) 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 and shall be returned at the conclusion of the employment relationship.

## ARTICLE 18 – NOTICES AND LEGISLATION

18.01 It shall be the responsibility of the employee to keep human resources informed of their current mailing address and telephone number. An employee who does not keep the office informed may lose the benefits of this agreement regarding notice and may be subject to other discipline.

18.02 It shall be the responsibility of the employee to notify human resources immediately that any right or requirement to perform their duties is suspended or revoked.

- 18.03 Notice to the Parties shall be addressed to:
- (a) the City Hall, 60 East Main Street, Welland, Ontario, L3B 3X4, in the case of the Corporation, and
  - (b) Two Westport Centre, 110A Hannover Drive, Suite 101, St. Catharines, Ontario, L2W 1A4, in the case of the Union;
  - (c) the President and Recording Secretary of the Local Union at their last known home address.
- 18.04 This agreement is subject to all legislation as amended enacted by the Governments of Ontario or Canada.

#### **ARTICLE 19 – HEALTH AND SAFETY**

- 19.01 The Corporation will continue to make adequate provision for the safety and health of employees during the hours of their employment.
- 19.02 At least one (1) representative from the Crossing Guard unit will be eligible to participate in the City Hall Health and Safety Committee, in addition to representatives from the City unit and management. The Health and Safety Committee will meet every two (2) months, or more frequently as mutually agreed to by the parties.
- 19.03 The Corporation shall provide at its expense an Employee Assistance Program (EAP) program for all employees which would include their current spouse and dependent children. The program shall remain confidential between employee and provider.
- 19.04 Training shall be scheduled by the corporation, as required. Crossing Guards shall be compensated at their normal hourly rate for scheduled training hours.

#### **ARTICLE 20 – SICK TIME**

- 20.01 Each employee shall be entitled to (three) 3 hours of paid sick time per school year. These sick leave entitlements will be credited every September 1st to be used during that school year as required, and any unused entitlement will not carry over from year to year.

## **ARTICLE 21 – DURATION OF AGREEMENT**

21.01 (a) This agreement shall become effective as of September 1, 2022, and shall remain in full force and effect until December 31, 2025.

Increases as follows:

September 1<sup>st</sup>, 2022 – \$21.00

January 1<sup>st</sup>, 2023 – 2% increase

January 1<sup>st</sup>, 2024 – 2% increase

January 1<sup>st</sup>, 2025 – 2% increase

(b) Retroactivity shall apply to wages, shift premiums, mileage allowance, paid holidays, and vacation whether or not the employees are still on the payroll at the date of ratification by the Union.

21.02 This agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail is given by either Party to the other Party for amendment no less than sixty (60) days, nor more than ninety (90) days prior to December 31<sup>st</sup>, 2025, or any anniversary of such date.

21.03 In the event of notice being given, negotiations shall begin within thirty (30) days following receipt of notification.

21.04 During negotiations upon any proposed new or revised agreement this agreement shall remain in full force and effect until a new or revised agreement is signed, or until conciliation proceedings have been completed, whichever comes first.

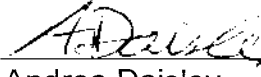
IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers and representatives.

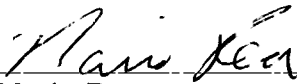
Signed at Welland, Ontario this 27 day of June, 2023.

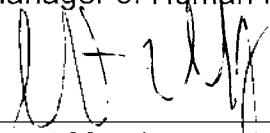
FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1115

FOR THE CORPORATION OF THE  
CITY OF WELLAND

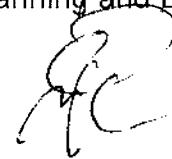
  
David Van Koughnett  
Vice President, CUPE Local 1115

  
Andrea Daisley  
Manager of Human Resources

  
Mario Rea  
Negotiation Committee Member

  
Grant Munday  
Director of Planning and Development  
Services

  
Larry Stevenson  
Negotiating Committee Member

  
Ali Khan  
Manager of Traffic, Parking and Bylaws

  
Jenn Mizerovsky  
National Servicing Representative

  
Alanna Karaim  
Human Resources Advisor

## **LETTER #1 - Union Grievance Committee**

### **LETTER OF UNDERSTANDING**

During the course of negotiations, the parties agreed to the following:

For the term of this Collective Agreement up to three (3) Union representatives will be permitted to attend Grievance meetings. The representatives shall be as follows;

- i) Union President or their representative.
  - ii) Chief Steward
  - iii) and/or Steward
- 2) The purpose of this is to allow new stewards the opportunity to gain experience and to learn their role as a Union Representative.

This letter forms part of the Collective Agreement.

**SCHEDULE "A"**

<b>Sep. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>
	<b>2%</b>	<b>2%</b>	<b>2%</b>
\$21.00	\$21.42	\$21.85	\$22.29