



COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE CITY OF OSHAWA
hereinafter called "*The Corporation*" of the first part,**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 3760
hereinafter called "*The Union*" of the second part,**

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ARTICLE 1 - PURPOSE AND COVERAGE

- 1.01** The purpose of this Agreement is to record the understanding of the parties and promote a harmonious relationship between the Corporation and its employees.

ARTICLE 2 - RECOGNITION

- 2.01** The Corporation recognizes the Canadian Union of Public Employees and its Local 3760 as the exclusive bargaining agent of all Crossing Guards and Rover Crossing Guards regularly employed for not more than 24 hours per week by the Corporation in the City of Oshawa save and except supervisors and persons above the rank of supervisor as provided by the Ontario Labour Relations Board Certificate dated April 8, 1994. The parties recognize that the Senior Rover Crossing Guard shall be a member of Local 3760 and be able to work up to 35 hours per week.
- 2.02** The Union recognizes the responsibility of each Crossing Guard, Rover Crossing Guard and Senior Rover Crossing Guard to provide reliable crossing assistance at assigned locations to children travelling to and from school and undertakes to use its best efforts in cooperation with the Corporation to ensure the service is provided.
- 2.03** The Union acknowledges the requirement for the Corporation to use persons other than those covered by this Collective Agreement to provide school crossing assistance on short notice replacement only when a Rover Crossing Guard or Senior Rover Crossing Guard is not available. The Employer shall provide to the union, in writing in the month of August each year for the period from September to June of the previous year, when, where and for how long replacement workers from outside the bargaining unit occurred.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union agrees that the Corporation has the exclusive right to:
- a. maintain 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. maintain and enforce rules and regulations governing the conduct of employees, communicate new or altered rules and regulations to the employees and to the Secretary of the Union.
- 3.01** The Union agrees that the Corporation has the exclusive right to: (cont'd)
- d. generally manage the affairs of the School Crossing Assistance program, and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance, the methods, procedures, and schedules of operation, the type and equipment to be used and all other matters concerning the School Crossing Assistance program not otherwise specifically dealt with elsewhere in this Agreement; and
 - e. The Corporation agrees that these functions shall only be exercised in a manner consistent with and subject to the provisions of this Agreement including the right of an employee to lodge a grievance as set forth herein.

ARTICLE 4 - REPRESENTATION

- 4.01** The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 4.02 Labour Management Committee:**
- (a) The parties agree to consult regularly during the term of the Collective Agreement about issues relating to the workplace which affect the parties; therefore, there shall be a Labour Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Corporation.
 - (b) 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.
 - (c) Each party will provide agenda items to the other at least forty-eight (48) hours in advance. This requirement will not preclude discussion on other issues by agreement.
- 4.03** The Union shall advise the Corporation of the employees serving on these Committees and as Stewards. The Corporation recognizes a Union Bargaining and Grievance committee composed of not more than three (3) employees each and other Committees with the number of representatives as legislated.
- 4.04**
- (a) The Union acknowledges that Stewards, Committee members and Union Officers have regular duties to perform and shall not leave their regular duties without permission from their Supervisor. The parties will cooperate to ensure that meetings between them are mutually agreed and scheduled to avoid impact on the School Crossing Assistance program. Notwithstanding the forgoing, whenever possible, the parties shall make reasonable effort to bargain for a full day with a limit of three (3) days unless mutually agreed to by the parties. In accordance with this understanding, such permission to attend the meetings will not be unreasonably withheld and the Corporation shall not make any pay deduction from such employees for the time spent in meetings with the Employer and handling grievances and attending meetings of grievances up to and including Step 3. Time spent on such matters outside regular working hours shall be considered time worked and paid at the straight time hourly rate of pay in Article 13.01.
 - (b) Subject to Article 4.05, representatives of the Union who are in approved attendance during direct negotiations with the Corporation, as defined in Article 4.03, during hours which are not within their scheduled hours of work, will be paid by the Corporation at the basic straight time hourly rate of their classification as indicated in the records of the Human Resource Services Branch.
- 4.05** The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees, who shall have access to the Corporation's premises, on notification to the Director of Human Resource Services.
- 4.06** All correspondence between the parties arising out of this Agreement or incidental thereto, save and except with reference to employee grievances, shall pass to and from the Director of Human Resource Services and Union's Recording Secretary, or in their absence, to the President or other named officer; and it shall be the responsibility of the Union to notify the Corporation accordingly.

4.07 Discipline, Discharge and Suspension Procedures

The Corporation agrees, without prejudice to the rights outlined in Article 3, to inform the Union Executive immediately when any disciplinary action including suspension or discharge has been imposed on an employee. The Corporation will forward copies of all disciplinary letters to the union and the disciplined employee.

The Corporation will arrange to have a Union representative available for attendance at a meeting which may lead to disciplinary action or where disciplinary action is imposed. If the employee does not wish representation during the meeting, the Union representative may remain on hand during and after the meeting to discuss the issue(s) with the employee if requested. To ensure proper representation the employer will provide to the Union Representative the general purpose of the meeting.

4.08 The Corporation agrees to provide to the Local Union President the names, addresses and phone numbers of all bargaining unit members, upon request from the union.

ARTICLE 5 - RELATIONSHIP

5.01 The Corporation and the Union agree that, in accordance with the Ontario Human Rights Code, no employee shall in any manner be discriminated against or coerced, restrained or influenced because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability, religious or political affiliation, or membership in any labour organization, or by reason of any activity in any labour organization.

The parties further endorse the right of every employee to a respectful workplace free from harassment, bullying, intimidation, discrimination, interference, restraint or coercion.

Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the employer, either directly or indirectly that demean, belittle or cause personal humiliation or embarrassment, that is directed at and offensive to another employee and which the person knows or ought reasonably to have known to be unwelcome to the recipient. There are three categories of harassment: sexual harassment, discriminatory harassment and workplace (bullying) harassment

Sexual harassment includes conduct or comments of a sexual nature that the recipient does not welcome or that offend him or her. It also includes negative or inappropriate conduct or comments that are not necessarily sexual in nature, but which are directed at an individual because of his or her gender.

Discriminatory harassment includes comments or conduct based on the protected grounds in the Ontario Human Rights Code, which the recipient does not welcome or that offends him or her.

Workplace harassment is a health and safety issue that is covered under the Occupational Health and Safety Act. The Occupational Health and Safety Act defines workplace harassment as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

For clarification, harassment does not include, among other things, proper management disciplinary actions, counseling, or actions related to performance or attendance problems that are conducted according to the City's procedures.

Should an employee believe they are a victim of harassment they should follow the procedures outlined in the City's Respect in the Workplace Policy. If the issue is still not resolved through the Respect in the Workplace Policy, it may be filed as a grievance at step 2 within ten (10) working days after the conclusion of the Harassment Policy process. It is understood that the City's Respect in the Workplace Policy will be administered consistently and fairly and be revised on a regular basis.

Where the employer conducts an investigation involving bargaining unit members, a summary of the findings will also be provided to the complainant, respondent and union representative where appropriate. The President of CUPE Local 3760 or designate will be provided access to the report to read in full.

In any conflicts between this Article and the OHRC and/or the OHSAA the OHRC and the OHSAA shall supersede this Article.

- 5.02** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Director of Human Resource Services.
- 5.03** The Corporation agrees to provide the union with a list of newly hired employees upon request.
- 5.04** The Corporation shall deduct from each pay of an employee to whom this Agreement applies, an amount equivalent to the dues of a member of the Union and shall remit monthly to the National Secretary-Treasurer of the Union, all amounts so deducted with a list of names of employees from whom such deductions have been made.
- 5.05** In order that the Corporation may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Recording Secretary shall promptly notify the Corporation in writing of the amount of the deductions to be made by the Corporation for regular union dues, and the Corporation shall have the right to continue to rely upon such written notification as to the amount to be deducted until it receives further written notification from the Union.
- 5.06** Union dues will be deducted on the first regular deduction date following the hiring of an employee and will be shown on the T4 Form.
- 5.07** In consideration of the deducting and forwarding of union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operations of Articles 5.03 to 5.05 inclusive.
- 5.08** The employer will provide to the union secretary or designate notice of any layoff, recall, resignation and termination, or temporary appointment and vacancies lasting more than 30 days. Such notice shall be in writing. This will not include school year start up or summer shutdown.
- 5.09** In the event that the Corporation is considering contracting out work currently performed by members of the bargaining unit, which would result in the layoff of bargaining unit employees, it shall so notify the Union at least four (4) months prior to issuing the Request for Proposal or Tender. In these circumstances, the appropriate senior management staff for the Employer shall meet with the Union no later than two (2) months after the notification and provide the rationale and the documentation supporting the rationale and underlying objectives regarding the issue. The Union shall have the opportunity to provide its own information, comments and analysis relating to the issue, to senior management. This

information could include, among other things, Union proposals which may eliminate the necessity for a layoff and/or the contracting out of the work.

5.10 The Management of the Corporation shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee is displaced from their job by the contracting out of work:

- (a) The employee may apply for any available job in the Corporation for which they are qualified, and the employee will be considered prior to external applicants; and
- (b) If job loss occurs due to the contracting out of work, employees will be provided with two (2) months' notice of termination and provided with a separation settlement of one (1) weeks' salary (as determined by average weekly earnings in the preceding year) per year of service.

5.11 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are normally done by a person in the unit except for the purpose of instruction, emergencies, or unexpected staff shortages when bargaining unit employees are not available or unless mutually agreed to between the Union Executive Board and the employer.

5.12 No employee shall be required or permitted to make a written or verbal agreement with the employer or his/ her representative that may conflict with the terms of the Collective Agreement, unless mutually agreed to between the Union Executive Board and the employer in writing.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

6.01 Differences or disputes arising between an employee and the Corporation shall be considered as grievances and shall be dealt with as follows. No employee or group of employees shall take any grievance to members of City Council.

- (a) **Step 1.** An employee having a grievance shall within five (5) working days of the event, present it orally or in writing to the supervisor who shall have three (3) working days to respond. An employee may choose to have a Union Steward present.
- (b) **Step 2.** Failing a satisfactory response at Step one (1), the employee shall present the grievance to the Steward or representative of the Union, and they shall within ten (10) working days jointly take the matter up with the Director, Human Resource Services or designate, who shall have five (5) working days to reply in writing. The grievance shall be in writing and signed by the employee or Union representative.
- (c) **Step 3.** Step #3 of the grievance procedure is an optional mediation step. The parties, by way of mutual agreement, may utilize the services of a Mediator in an attempt to resolve the grievance before a referral to arbitration is made. If mediation is agreed the following shall then apply:
 - The parties shall agree on a Mediator and the cost of the Mediator will be shared between the parties

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- In the event that a grievance, which has been mediated subsequently proceeds to arbitration, no person serving as Mediator may serve as Arbitrator, unless otherwise agreed.
 - Any mutually agreed settlement shall be binding on both parties.
- (d) **Arbitration.** Notification of intention to proceed to arbitration shall be given in writing to the other party within thirty (30) working days of the decision rendered at Step two (2) or Step three (3) if utilized. An arbitration board or single arbitrator shall not have the power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any other provision set out in the Agreement or substitute any new provision for an existing provision unless specifically provided elsewhere in this Agreement. No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance. Each party shall be responsible for the expenses of their own appointee and for an equal share of the fees and expenses of the Chair.
- (e) **Policy, Discharge and Suspension Grievances.** A difference or dispute arising directly between the Corporation 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.
- 6.02** In this article the term “working days” shall exclude Saturdays, Sundays, School Board Holidays, Professional Activity Days and Paid Holidays.

6.03 Removal of Discipline Record

The disciplinary record of an employee shall not be used against them at any time after sixteen (16) working months following the imposition of the discipline provided that the employee is discipline free for a period of ten (10) working months.

Upon request employees have the right to view their personnel file and to ask for copies.

ARTICLE 7 - SENIORITY

- 7.01** When an employee is hired a probation period of ninety (90) calendar days (not including the summer shutdown) shall apply. One or more shifts worked shall constitute a day worked. During this period the employment of a probationary employee may be terminated by the Corporation for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of section 43.1 of the Labour Relations Act.
- 7.02** On successful completion of the probation period, seniority will apply and shall be established as the most recent date of hire, being the first day worked. The seniority date for an employee who worked as a temporary guard prior to becoming a regular Crossing Guard or Rover Crossing Guard shall be backdated to include their total accumulated days of temporary service prior to the effective date of regular appointment, provided the break between the temporary assignment and regular position does not exceed twelve (12) calendar months.
- 7.03** Seniority shall continue to accrue when on leave of absence in accordance with Article 11.
- 7.04** A seniority list as of September 30 each year shall be provided to the Union.

- 7.05** Seniority shall be lost, and employment terminated where an employee:
- a. voluntarily resigns in writing.
 - b. is laid off and is not returned to active employment within twenty-four (24) calendar months.
 - c. fails to return to work within ten (10) working days after notice of recall has been delivered to the last address appearing on the Corporation's records, except where illness, injury or a satisfactory reason has been provided.
 - d. is absent for three (3) consecutive working days without having been granted leave of absence unless a satisfactory reason has been provided.
 - e. is discharged for cause and is not reinstated through the grievance procedure; or
 - f. retires.

7.06 Where one or more employees have an identical seniority date, the birth month and day shall be used to determine the order of seniority, the earlier being senior.

7.07 Loss of Seniority
Notwithstanding 7.05 (a) and 7.05 (f) employees who quit or retire and return to work within a year will not lose seniority and will be returned to the rate of pay they were earning when they left.

ARTICLE 8 - TRANSFER REQUESTS

- 8.01** Employees may at any time submit a request for transfer to a Crossing Guard or Rover Crossing Guard classification or to a different School Crossing location as follows:
- a. Transfer requests will be in writing on a form provided by the Corporation.
 - b. The Corporation will retain on permanent file all transfer requests from current employees.
 - c. When the Corporation creates or intends to continue operating a School Crossing location, the Corporation will consider employees who have a transfer request on file together with those on layoff, using the criteria in Article 8.01 e.
 - d. When the Corporation creates or intends to continue a Rover Crossing Guard position, the Corporation will consider employees who have a transfer request on file together with those on layoff, using the criteria in Article 8.01 e.
 - e. The criteria for selection are:
 1. In matters of Crossing Guard transfer the criteria used for selecting a person shall be on the senior applicant able to meet the normal requirements of the job.
 2. The Corporation shall notify the Union of vacant crossings as they become available.
 3. In matters for Rover Crossing Guard and Senior Rover Crossing Guard where the qualifications of ability and qualifications are met by more than one applicant, seniority will govern. The applicant must possess and

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maintain throughout the period of employment a valid, unrestricted Ontario driver's licence, minimum class "G" and supply and maintain a motor vehicle in good working condition with insurance coverage that permits vehicle use for work purposes.

- f. A Crossing Guard who is transferred to a Rover Crossing Guard position or another School Crossing location shall undergo a trial period of up to twenty (20) days worked. During this period the employee may voluntarily revert, or be reverted by the Corporation for just cause, to the position and location formerly occupied without loss of seniority. In such case other employees transferred or employed because of the transfer shall also be returned to their previous status.
 - g. If a Rover Crossing Guard position or School Crossing location is not filled by an employee through the transfer request process, non-employees will be considered.
 - h. The Corporation may use a Rover Crossing Guard(s) to temporarily fill a School Crossing location for up to six (6) months until a qualified replacement can be found. In extenuating circumstances the parties may agree to a longer period. Whenever a temporary position extends beyond six (6) months the Union must be notified in writing prior to any extension being considered.
- 8.02** The transfer request process will not apply to a Rover Crossing Guard position or School Crossing location vacant for less than one (1) year by reason of leaves of absence. In such cases, the Corporation retains the right to temporarily fill such vacancies or locations at its discretion.
- 8.03** Employees will be notified periodically by routine means such as a newsletter, of the names of persons appointed to positions excluding temporary appointments of less than three (3) months' duration. An employee will have the right to file a grievance on an appointment within five (5) working days after receipt of the appointment notification.
- 8.04** Should a new classification covered by this Agreement be created by the Corporation, all employees on the seniority list will be notified.

ARTICLE 9 - LAYOFF AND RECALL

- 9.01**
 - a. For layoffs described in Articles 9.03 and 9.05, regular employees shall receive notice of layoff in accordance with the Employment Standards Act or twenty-five (25) working days, whichever is the greater. If such notice is not provided, the Corporation 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.
 - b. No notice will be required for temporary layoff as provided in the Employment Standards Act. The Corporation will make every effort to provide as much advance notice as possible of temporary layoff.
- 9.02** An employee on layoff shall not be entitled to the provisions of this Collective Agreement except that seniority shall accrue for twenty-four (24) calendar months at which time seniority shall be lost and employment terminated as provided in Article 7.05. Notwithstanding the above, employees shall be entitled to only the recall rights found in this collective agreement that pertains to their position during layoff.

- 9.03** In the event of a reduction in the number of Rover Crossing Guard positions, layoff shall commence with the Rover Crossing Guard with the least amount of bargaining unit seniority.
- 9.04** A Rover Crossing Guard so laid off shall be permitted to use their seniority to displace the least senior employee in a School Crossing location for which the displaced Rover Crossing Guard qualifies under Article 8.01 e.
- 9.05** In the event of elimination of a School Crossing location, layoff shall commence with the Crossing Guard(s) assigned to that crossing.
- 9.06** A Crossing Guard in receipt of notice of layoff under Article 9.05 or who is displaced as a result of Article 9.04, shall be permitted to use their seniority to displace the least senior employee at a School Crossing location for which the employee qualifies under Article 8.01 e. An employee so displaced will use the same process.
- 9.07** Employees on layoff will be considered for recall to any available position under the provisions of Article 8 - Transfer Requests.
- 9.08** Breaks in the various School year schedules shall not trigger a layoff under Article 9.

ARTICLE 10 – EQUIPMENT

- 10.01** Employees shall be provided with rain wear, either a full length rain coat or two-piece rain suit at the discretion of the Corporation, safety vest, “STOP” sign, and whistle. All equipment provided as stated herein shall remain the property of the Corporation, and it shall be the responsibility of the employee to maintain this equipment in good condition, subject to the replacements being issued at the Corporation’s expense for items no longer serviceable due to normal wear and tear. Upon termination of employment these items will be returned.
- 10.02** All employees are expected to provide and wear appropriate clothing and footwear for all weather conditions as per current Crossing Guard Operating Procedures.

Regular employees actively working, with no notice of resignation received as of October 15th shall be provided an allowance of one hundred and fifty dollars (\$150.00) to subsidize the employees purchase of such clothing and footwear on the first pay in November each year. Regular employees actively working as of February 1st, 2020 with no notice of resignation as of February 15th shall be provided with an additional allowance of one hundred and fifty dollars (\$150.00) on the first pay in March of this year and each year thereafter.

Employees on an approved leave of absence under Article 11, of thirty-one (31) calendar days or less on October 15th or February 1st that return to active duty, shall be considered working for the purpose of this article and shall be paid this allowance on the first pay following the return to active duty.

Temporary employees with no notice of resignation shall be entitled to seventy-five (\$75.00) twice a school year payable in either November or March, which ever date immediately follows their date of hire, to provide and wear appropriate clothing and footwear for all weather conditions provided the temporary employee has completed ninety (90) calendar days.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Personal Leave: Leave of absence without pay for personal reasons for more than three (3) consecutive working days may be granted provided that written application is made to the supervisor, giving ten (10) working days notice. Each case will be dealt with on its own merit. An employee requesting leave of absence shall be notified as to approval or denial in writing no later than six (6) working days after the request has been submitted. Approval for such leaves will be granted on a first come basis. Requests for leave of absence without pay for shorter periods is exempt from the requirement for written application and subject to less notice.

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

11.03 Union Paid Leave: Provided that it does not interfere with the efficient operation of the school crossing assistance program, the Corporation will grant leave of absence without pay to not more than three (3) employees at any one time, selected by the Union to attend Union conventions or conferences, to a maximum of twenty (20) working days in the aggregate in any school year. In the case of such leave, the Corporation shall continue to pay the employees and will bill the Union for the wages concerned.

11.04 Jury and Witness Duty Leave: An employee scheduled to work, who is required to attend jury selection process and/or is absent by reason of service as a juror, or of a subpoena as a Crown witness, or as a witness on a matter arising from the performance of duties, will be granted leave of absence with pay but shall surrender to the Corporation any fee received excluding payment for meals and travel, this shall be no more than their regular rate of pay for their time missed.

11.05 Bereavement Leave: Provided the employee was scheduled to work, an employee will be granted bereavement leave without loss of basic wage under the following conditions:

- a. the employee must receive prior confirmation of entitlement from the supervisor.
- b. the bereavement leave will not be pyramided with any other form of paid time off.
- c. the bereavement leave will be measured in consecutive calendar days commencing on the date following the death.

d. Bereavement leave entitlements are:

UPON DEATH OF	LENGTH OF LEAVE
Spouse, Daughter, Son, Mother, Mother-in-law, Father, Father-in-law, Sister, Brother	Seven (7) calendar days
Daughter-in-law, Son-in-law, Sister-in-law, Brother-in-law, Grandparent or Grandchild of either the employee or spouse.	Five (5) calendar days

- e. Where the burial takes place outside of the initial bereavement leave period, the employee may save the last day of the bereavement leave to attend. Provided the employee was scheduled to work, such day shall be paid.
- f. An employee may be allowed one shift off with pay for the purpose of attending the funeral someone other than those listed in 11.05 d).

11.06 Medical Leave:

- a) 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 Corporation by a medical practitioner shall have their location/position protected for up to one (1) year. The Corporation may fill the position with a temporary employee. If the regular employee is unable to return to work following that time, they will be placed on an “inactive” record and their position will be posted. An employee shall endeavour to give to the Employer as much notice as possible if they are not returning in September.
- b) Should the employee’s health subsequently be deemed satisfactory and adequate, as supplied in writing to the Corporation by a qualified, medical practitioner and providing that a School Crossing location, Rover Crossing Guard or Senior Rover Crossing Guard position is available for which the employee’s health, accrued seniority, qualifications and experience meet the job requirements, the employee will be eligible to return to active employment.
- c) During the period of absence, no payment shall be made by the Corporation to or on behalf of the employee for paid holidays, vacations, or any other form of compensation whatsoever, save and except AD&D premiums where applicable, subject to continuing satisfactory proof of continuing total disability from performing the essential duties of the position for two (2) years or up to retirement, layoff, or resignation.

11.07 Job Protected Leaves

An employee who takes a job protected leave under the E.S.A. shall continue to accrue seniority for the duration of the leave.

- 11.08** Any sick time or personal time with less than 24 hours notice, must be phoned in on guard line.

ARTICLE 12 - SCHEDULING OF WORK AND PAY EQUALIZATION

- 12.01** The Corporation will schedule work depending in part on the demand for service. School break periods, School Board Professional Activity Days and other days where no students are in attendance at school will result in no work being scheduled by the Corporation for Crossing Guards. It is understood that from time-to-time it may be necessary to schedule work for Rover Crossing Guards and Senior Rover Crossing Guard on the above-noted days.

The parties agree that, for administrative purposes, it will be necessary to schedule work for the Senior Rover Crossing Guard during the school summer period. Summer hours of work will be a maximum of 145 hours with a weekly maximum of 35 hours.

Work schedules for the Senior Rover Crossing Guard shall be provided fourteen (14) days in advance of their effective date, although the schedules may be subject to change according to operational requirements. Notwithstanding the above, revisions to the schedule may be made subject to mutual agreement of the employee and the supervisor.

In the event that a work schedule needs to change the employer will provide the employee as much notice as possible. In the event the schedule change results in a

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reduction of hours of work the employer will provide a minimum of ten (10) working days notice.

When there is no work due to a school strike, the employee must work the first shift of the first day that the school strike is occurring, employees will only be paid for the first that day.

- 12.02** The concept of pay equalization is that each Crossing Guard, Rover Crossing Guard and Senior Rover Crossing Guard is provided an unbroken stream of income throughout the school year, in equalized payments for each full bi-weekly pay period based on their schedule of work as determined each year by the Corporation.
- 12.03** Where work is scheduled for a partial pay period, the bi-weekly payment shall be prorated.
- 12.04** These payments already include compensation for all Statutory Holidays as provided under the Employment Standards Act, School Board Professional Activity Days and school break periods which may occur in a school year.
- 12.05**
- a. In addition to the provisions under Articles 12.02 and 12.04, Crossing Guards who, due to their assigned crossing, are required to work any part of a School Board Professional Activity Day, will receive additional pay or time in lieu at the normal hourly rate for hours worked, on such a day. The accumulated time in lieu shall be taken as time off with pay in full or part days as mutually agreed between the employee and the appropriate manager or their designate. Any outstanding lieu time will be paid at the end of the calendar year and school year at the rate in which it was earned.
 - b. If both the public and separate school boards have the same number of PA days in a school year, the predominant school for each guard will be the school belonging to the public board. If the school boards have a different number of PA days in a given school year, the school belonging to the board with the higher number of PA days will be the predominant school. The Corporation will advise the affected school crossing guard, in writing, prior to the start of the school year.
- 12.06** An employee who performs assigned duties outside their normal schedule of work including attendance at required meetings with the employer shall receive the straight time hourly rate of pay in Article 13.01.
- The Senior Rover Crossing Guard, during the summer period, will be paid for hours worked at the agreed hourly rate of pay in Article 13.01.
- 12.07** The employer will reimburse Rover Crossing Guards for legal and required receipted parking expenses incurred during the course of their duties. A list of eligible receipted parking will be provided to all Rover Crossing Guards at the beginning of each school year and will be updated and communicated as required.

ARTICLE 13 - WAGES

- 13.01** The classification adjustment for the Senior Roving Crossing Guard will be reviewed and analyzed by the HRIS and Compensation Manager to ensure alignment with the Organization's Compensation structure with no negative ramifications. Any increase adjustments, if applied, will be retro to September 1, 2023.

Crossing Guards – September 1, 2023 – August 31, 2026

13.02 The hourly rates of pay for Crossing Guards, Rover Crossing Guards and Senior Roving Crossing Guard are:

Effective Date	<i>Crossing Guards</i>		Rover Crossing Guards		Senior Roving Crossing Guard	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
September 1, 2023	17.85	19.39	22.69	24.60	23.31	25.25
September 1, 2024	18.39	19.97	23.37	25.34	24.01	26.01
September 1, 2025	18.95	20.57	24.07	26.10	24.73	26.79

Compensation for provision and use of a personal vehicle is included in the Rover Crossing Guard hourly rate, effective January 1, 1999.

The Senior Rover Crossing Guard, when using their personal vehicle for authorized Corporation business, will be reimbursed the mileage rate in accordance with the City's policy at the rate for Plan 2.

When a Rover Guard assists the Senior Rover Guard they shall be paid the Rover Guard rate of pay for all time worked. All hours worked must be pre-approved by the Supervisor.

13.03 An employee will advance to job rate upon successful completion of the probation period.

13.04 Rover Crossing Guards are paid whether called out or not.

13.05 A Rover Crossing Guard who is not available when called out will not be paid for the time missed.

13.06 It is understood that the employees shall be paid at the rate time and one half (1½) pay for working on November 11th and September 30th.

13.07 Except where a leave of absence under Article 11 has been approved by the Corporation, or a medical certificate for the day in question is provided, an employee does not qualify for compensation for Statutory Holidays or Professional Activity Days if the employee fails to work their regularly scheduled days of work before and after the public holiday or Professional Activity Day.

13.08 When deemed necessary by the Corporation, an employee designated to perform the full duties of a supervisory position shall be paid a premium of seventy-five cents (75¢) for each hour worked.

13.09 Wages will be paid bi-weekly by direct payroll deposit.

ARTICLE 14 – BENEFITS

The employer will notify the employee if they do not qualify under the plan.

14.01 Accidental Death & Dismemberment Insurance (AD&D) coverage in the amount of \$17,500, 24 hours/year round for all regular employees with two years of service. Coverage cancelled upon termination/retirement. Premiums to be paid by the Corporation.

a. Insurance provider and any future enhancements or additions to the benefit plan(s) will be at the discretion of the Corporation.

- b. Benefits will be subject to the terms and conditions of any governing master policy or statutory requirement. Any dispute over the payment of benefits shall be between the insurance carrier and the employee, survivor and/or representative; however, the Corporation will use its best efforts to assist in dealing with the insurance carrier where applicable.

14.02 The Corporation will continue to pay AD&D coverage while an employee is on leave of absence subject to Article 11.06 (c).

ARTICLE 15 - VACATION

15.01 The Corporation will provide vacation time as provided by the Employment Standards Act. This time will be scheduled within a school break period.

15.02 (a) Vacation pay in the amount provided in the Employment Standards Act will be paid with the last pay at the end of the school year.

- (b) Regular employees who have completed one (1) year of continuous service but less than three (3) years of continuous service, will receive vacation pay entitlement equal to four percent (4%) of his or her earnings in the current year.

Regular employees who have completed three (3) years of continuous service but less than five (5) years of continuous service, will receive vacation pay entitlement equal to 5% of his or her earnings in the current year.

Regular employees who have completed five (5) years of continuous service will receive vacation pay entitlement equal to 6% of his or her earnings in the current year and every year thereafter.

15.03 An employee who is admitted to hospital or confined to their residence as a result of illness or injury occurring immediately prior to a pre-arranged personal leave of absence for vacation purposes, shall be permitted to have that leave rescheduled. Eligibility shall require a medical certificate stating the inclusive dates the employee was unable to perform their duties and confirming that their was admitted to hospital or confined to residence. The employee shall notify the supervisor of their illness or injury prior to their next scheduled shift or within forty-eight (48) hours of illness or accident occurring, whichever is the earlier.

15.04 If an employee falls ill or has an accident during a pre-approved personal leave of absence for vacation purposes, they shall be allowed to utilize their sick leave credits, when approved, subject to the following procedure:

- a. That within forty-eight (48) hours of illness or accident occurring, they shall report or cause to be reported such illness or accident to their supervisor.
- b. That they substantiates their illness or accident by a medical certificate. The Corporation may, through the services of a designated medical practitioner, verify the aforementioned certificate and/or require the returning employee to be re-examined.
- c. Subject to points (a) and (b) being carried out to the Corporation's satisfaction, the employee may then substitute any unused sick leave credits for the personal leave of absence period for vacation, during which time they were sick or injured.

ARTICLE 16 - ATTENDANCE AND SICK BENEFITS

- 16.01** a. It is recognized that in return for regular employment, employees are obligated to provide regular attendance. An employee who is absent from work for more than three (3) consecutive working days may be required at the request of their supervisor or designate to provide a medical practitioner's certificate within seven (7) days from the commencement of illness or injury or upon return to work, whichever occurs first, to substantiate the absence. This certificate must address probable duration of the absence and the expected date of return to work. Should the employee be unable to return to work on the date designated in the initial certificate, a further certificate shall be supplied at the request of their supervisor or designate indicating a revised date of return to work. If the employee fails to return on the expected date of return to work and has not notified their supervisor and/or provided the medical certificate, it will result in loss of employment. Requests for medical practitioner's certificates will be paid by the Corporation to a maximum of \$25.00. One (1) Fit to Work/Functional Ability Form per school year, if requested by the Corporation, will be paid to a maximum of \$45.00.
- b. An employee who is absent shall notify their supervisor as soon as possible and at least two (2) 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.

16.02 Employees who have successfully completed the probation period are eligible for sick benefits as provided in this Article. Temporary employees are not eligible.

16.03 At the start of the school year, and again January 1st, eligible employees shall be credited with three and one half (3.5) sick days as determined by average daily earnings.

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.

Up to two (2) sick days of the seven (7) sick days per year 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 dependent on the employee's care or assistance.

Employees who are directed to self-isolate in accordance with Ministry of Health/ Public Health/ City Guidelines, which may include employees who are awaiting testing or test results for an infectious disease, will be advanced, if requested, up to three and one half (3.5) sick days that they would have received January P1. The parties agree that due to the evolving nature of an infectious disease response, there may be circumstances not contemplated under this clause, and in the event that such circumstance arises, the parties agree to meet with a view to ensuring that employees have the ability to request to advance their sick days as prescribed herein under similar circumstances and such requests will not be unreasonably denied.

16.04 Employees who properly report they are unable to attend work by reason of their own non-occupational illness (mental or physical) or injury may utilize the credited sum to maintain their stream of income until the credits are exhausted.

16.05 Any unused credited sums can accumulate up to a maximum of fourteen (14) times the sum of their regular daily number of hours. Employees must advise the employer in writing

if they are opting for carryover of unused credits by May 31 of each year. If the employee does not advise the employer of their choice, the employee will be paid out all accumulated credits. Any amounts in excess of the fourteen (14) times the sum of their regular daily number of hours shall be paid to employees on the last pay of the school year.

ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY

- 17.01**
- a. The Corporation and the Union shall co-operate in continuing and perfecting the safety measures now in effect and improving rules and practices which will provide adequate protection and safety to all employees and abide by the Ontario Health and Safety Act (OHSA).
 - b. Joint Health and Safety Committee (JHSC) 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.
 - c. The JHSC(s) bargaining 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.
 - d. The JHSC(s) shall:
 - review the Terms of Reference annually
 - conduct workplace inspections monthly or as otherwise agreed to by the JHSC 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 recommend means of improving health and safety programs
 - e. Minutes of all Health and Safety Committee meetings shall be kept, and copies of such Minutes shall be sent to the Corporation and the Union
 - f. Time for such representatives of the committee to attend meetings, prepare for meeting, attend training, conduct inspections or investigations, shall be granted and shall be paid at their regular or premium rate that applies. Bargaining unit members of the JHSC shall be allowed one (1) hour preparation time prior to any JHSC meeting or such longer time as may be agreed by the committee from time to time.
 - g. The JHSC(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 OHSA.
 - h. A representative shall have power to identify situations that may be a source of danger or hazard to employees and make suggestions to the JHSC(s)
 - i. The City will provide for all required Health and Safety training for City employees.
 - j. The Union agrees to co-operate to obtain the full co-operation of its membership in the operation of all safety rules and practices.

ARTICLE 18 - CANADA PENSION PLAN

18.01 Employees shall contribute to the Canada Pension Plan (CPP) and shall be entitled to rights, benefits and privileges thereof in accordance with the Act and its regulations. Any dispute over the payment of benefits shall be adjusted between the employee and the CPP agent.

ARTICLE 19 - STRIKES AND LOCKOUTS

19.01 There shall be no strikes, lockouts, slowdown or stoppage of work either complete or partial during the term of this Agreement.

ARTICLE 20 - COLLECTIVE AGREEMENTS

20.01 The Corporation shall post a copy of the Collective Agreement on its intranet. The Corporation shall provide a hard copy to each Local 3760 employee who requests one.

ARTICLE 21 - TERMINATION AND AMENDMENT

21.01 This Agreement shall be binding and remain in effect from September 1, 2023, until August 31, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the expiry of this Agreement, that it desires termination or amendment.

IN WITNESS WHEREOF the Parties hereunto have set their corporate seals by the hands of their proper officers in that behalf on the day and year first written above.

Dated at Oshawa, Ontario this 26th day of JUNE, 2024

(Seal of the Corporation of the City of Oshawa)	per 
	per  Deputy City Clerk
per  Director of Human Resource Services	The Canadian Union of Public Employees and its Local #3760
per _____	per  President
per _____	per  Negotiation Committee Member
per _____	per  Negotiation Committee Member
per _____	per _____
per _____	per  CUPE Representative

LETTER OF UNDERSTANDING

between


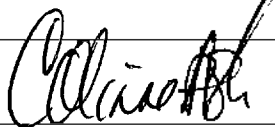
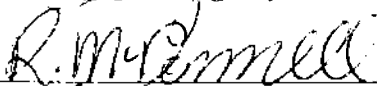
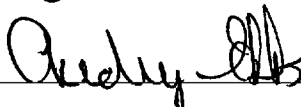

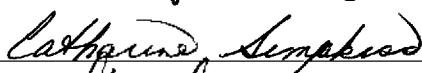
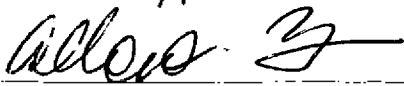

**THE CORPORATION OF THE CITY OF OSHAWA
hereinafter called "The Corporation"**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 3760
hereinafter called "The Union"**

The Corporation and Union agree to meet and discuss the effect on the compensation for clothing and footwear should the benefit become taxable.

Signed this the 26th day of June, 2024 at Oshawa, Ontario

For the Corporation	For the Union
	
	
	
	

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF OSHAWA

hereinafter called "*The Corporation*"

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 3760

hereinafter called "*The Union*"




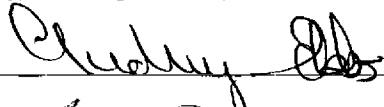


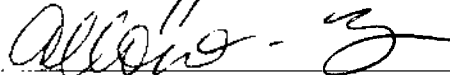

Heat Stress Exposure Committee and Program

The parties agree to form a Committee and meet within 60 days of ratification of the Memorandum of Settlement and as frequently as necessary to jointly develop a heat stress exposure program for members of the bargaining unit. The program would include, but not be limited to, a hazard/risk assessment and an exposure control plan that provides information and instruction for workers. The assessment will consider, but not be limited to, the job duties in different weather conditions (sun/heat), temperature, and the risks for individual workers (i.e. who may have conditions that are impacted by hot temperatures). The program will set out the expectations of safe work protocols, recommended clothing and if breaks are required.

The Committee will be comprised of:

- up to four (4) representatives for the employer
- up to four (4) representatives for the Union which can include the assistance of the CUPE National Representative and the CUPE National Health and Safety Representative at the meetings.

Signed this 26th day of June 2024 at Oshawa, Ontario

For the Corporation	For the Union
	
	
	
	

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF OSHAWA

Hereinafter called “The Corporation”

and


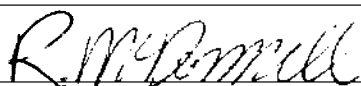
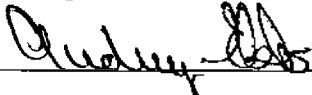


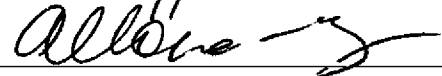

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 3760

Hereinafter called “The Union”

Senior Rover Job Evaluation

The parties agree to meet within ninety (90) days of the Senior Rover submitting a revised list of job duties to the Supervisor, Manager and Human Resources Services for job evaluation to determine if a compensation adjustment is appropriate. Any compensation adjustment would be retroactive to the date submitted by the Senior Rover. The Senior Rover may be accompanied by the Union in any meeting with management related to the re-evaluation of this position.

Signed at Oshawa, Ontario this 26th day of June, 2024

For the Corporation	For the Union
	
	
	
	

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF OSHAWA

Hereinafter called “*The Corporation*”

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 3760

Hereinafter called “*The Union*”

Temporary Employees

1. It is understood by the parties that temporary employees may be used to fill in for temporary vacancies only. Temporary employees hired to fill such vacancies shall be subject to the terms of this agreement except in Article 7 – Seniority, 7.01, 7.03, 7.04, 7.05, 7.06, Article 8 – Transfer Requests, Article 9 – Layoff and Recall, Article 11 – Leave of Absence, Article 14 – Benefits, Article 15 – Vacation, Article 16 – Attendance and Sick Benefits.
2. It is not the intent that temporary employees be used in place of hiring a regular employee and no temporary employee shall be hired to cover the same cross for more than one (1) year without the written consent of the Union.
3. Temporary employees shall receive the rates of pay at which they are employed, for the full period of temporary employment. Temporary Winter Rover Guard shall be paid at the same rates as Rover Guards.
4. Temporary Employees shall be given five (5) working days notice in advance of permanent layoff or as required by ESA, whichever is greater.
5. Temporary employees will be paid vacation pay in accordance with the Collective Agreement or upon termination in accordance with the Employment Standards Act.
6. A temporary employee may indicate their desire to be considered for a regular crossing positions and shall be considered for the position provided no other regular employee requests the transfer.
7. Temporary Winter Rover Guard may be used for the period between mid October to the Friday prior to March break of each year. All bargaining unit employees shall be notified of the employer's intent to fill the Temporary Winter Rover Guard position at least ten (10) days prior to the employer filling the position. The position shall be filled in accordance to 8.01 (e) (3).
8. Any employee filling the Temporary Winter Rover Guard position will be returned to their previous position at the conclusion of the Temporary Winter Rover Guard assignment. Should their prior position no longer exist they shall be allowed the rights as found in the Collective Agreement.

Signed this the 26th day of June, 2024 at Oshawa, Ontario

For the Corporation	For the Union
<i>[Signature]</i>	<i>[Signature]</i>
<i>R. McDonald</i>	<i>[Signature]</i>
<i>M. Sluggitt</i>	<i>Catharine Simpson</i>
<i>Alonso - [Signature]</i>	<i>[Signature]</i>