

COLLECTIVE AGREEMENT

Between

The Regional Municipality of Peel
Brampton, Ontario

Party of the First Part
Hereinafter Referred to as "**the Employer**"

and

The Canadian Union of Public Employees
and its Local 966 (Public Works and Finance Sectors)

Party of the Second Part
Hereinafter Referred to as "**the Union**"

EFFECTIVE DATE: FEBRUARY 1, 2003

EXPIRY DATE: JANUARY 31, 2004

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Employer.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Regional Municipality of Peel;
- (a) engaged in the Water Meter repair and installation unit in the Finance Department of the Regional Municipality of Peel, save and except the Meter Forepersons, those above the rank of Meter Forepersons, office, clerical, technical and inspection staff, persons regularly employed for not more than twenty-four hours per week, students employed during school vacation period or engaged on a semester period and employees for which any trade union holds bargaining rights
 - (b) engaged in the Public Works Department of the Regional Municipality of Peel, save and except Forepersons, those above the ranks of Foreperson and office, clerical, technical and inspection staff, parts helpers, persons regularly employed for not more than twenty-four hours per week, students employed during school vacation period or engaged on semester period and employees for which any trade union holds bargaining rights.
- 2.02** The term "employee" or "employees" as used in this Collective Agreement refers to persons covered by Article 2.01 of this Agreement.
- 2.03** Employees excluded as per Article 2.01 above, other than students, shall not do any work on jobs normally done by employees covered by this Agreement except for the purposes of instruction, experimenting, emergencies or when an employee who normally does the work is not readily available.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01** The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, and to make and alter from time to time, reasonable rules and regulations, maintain discipline and efficiency. The Union shall be notified at least thirty (30) days in advance of any changes in rules and regulations prior to implementation.
 - (b) Hire, promote, demote, transfer, reclassify, discipline or suspend employees, to discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he/she has been improperly dealt with in any one of these areas, or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) Generally to operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies and without limiting the generality of the foregoing to decide on the number of employees needed in any classification, establish job qualifications, determine the location of yards, the schedules of productions, decide on regular and overtime assignments of work, the methods and processes and means of operation and the extension, curtailment or cessation of operation.
 - (d) The Employer shall exercise the above rights in a manner consistent with the expressed terms of this Collective Agreement.

ARTICLE 4 - RELATIONSHIP

- 4.01** The Employer agrees there will be no discrimination, interference, restraint, coercion exercised or practised by the Employer or any of its representatives with respect to any employee because of his/her membership in, or his/her connection with the Union or as a result of such employee exercising any of his/her rights under this collective agreement.
- 4.02** The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Employer or by any of its members or representatives.
- 4.03** The parties also agree that they shall not discriminate for any reasons covered by the provisions of the Ontario Human Rights Code.
- 4.04** No employee shall enter into, or be required or permitted by the Employer to enter into a written or verbal agreement which conflicts with the terms of this Collective Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01** The Employer agrees to deduct as a condition of employment monthly union dues to the equivalent thereof from every employee which shall be effective from the first month of hire in accordance with union dues as revised from time to time.
- 5.02** Monthly dues so deducted will be deposited directly into the named account of the Union Local, by the fifteenth (15th) day of the month, following the month for which such deductions are made together with a list (in duplicate) to be forwarded to the Secretary-Treasurer or designate of the Local showing the names of the employees from whom such monthly dues have been deducted, the amounts thereof, and their regular earnings during the month.
- 5.03** It is understood and agreed that the Union assumes full responsibility for the validity of the monthly dues deduction so made by the Employer and hereby agrees to indemnify and save the Employer harmless against any claim which may be made by the Employees for amounts deducted as herein provided.
- 5.04** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the condition of employment dealing with Union Dues Check-off. The immediate Supervisor shall introduce new employees to their Steward. A copy of the Union's letter of introduction as agreed by the parties and a copy of the Collective Agreement shall be provided to all new employees.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01** During the term of this Agreement, the Employer will not cause or sanction a lockout and the Union agrees that there will be no strikes or any picketing of the premises or works of the Employer.

The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in the Labour Relations Act.

ARTICLE 7 - NEGOTIATING COMMITTEE

- 7.01** The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee and will recognize up to five (5) members of the Union, together with the President of the local Union or designate, for this purpose.
- 7.02** The Parties hereto agree that the Negotiating Committee is a separate entity from the Grievance Committee and will deal only with such matters as are properly the subject of negotiating, including proposals, for the renewal or modification of this Agreement at the proper time.
- 7.03** The Employer agrees that the Negotiating Committee may have the assistance of duly accredited representative(s) of the Canadian Union of Public Employees.

7.04 The Employer shall recognize the Negotiating Committee when notified in writing of the names of the members and shall meet with the Negotiating Committee when necessary for purposes of negotiations of the terms of this Agreement. Representatives of the Union shall not suffer any loss of regular pay or benefits for time involved in negotiation meetings with the Employer. The Employer will provide the Union with notice, in writing, of the names of Employer members of the Negotiating Committee.

ARTICLE 8 - GRIEVANCE COMMITTEE

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of a Chief Steward and eight Stewards to assist employees in presenting their grievance to representatives of the Employer. The Stewards shall be appointed as follows:

Britannia Landfill Site	1
Wolfedale Yard	2
Victoria Yard	1
Copper Yard	3
Caledon Landfill Site	1

Not more than two (2) members of such Union Grievance Committee shall attend meetings of the Grievance Committee with the Employer except for Step No. 3 where the Union President may be in attendance.

8.02 The Employer shall recognize the Committee when notified in writing of the names of the members and shall meet with the Committee (pursuant to Article 10) for the purposes of dealing with a grievance.

8.03 Stewards or members of any Union Committee shall have completed their probationary period before they are eligible to serve.

8.04 The Union acknowledges that Stewards and members of Committees have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties to discharge those functions specified in the Collective Agreement without first obtaining permission of their immediate Supervisor. Such permissions will not be unnecessarily withheld. On resuming their regular duties, such employees will report back to their Supervisor.

8.05 In consideration of Stewards and Committee Members complying with the terms of Article 8.04, the Employer agrees that there will be no loss of pay for such employees for time spent in handling grievances or attending other meetings with Management Representatives of the Employer.

8.06 The Union undertakes to provide the Employer with a list of Committee Members and Stewards and any changes to such list. The Employer shall not recognize any individuals whose position has not been so confirmed.

8.07 While recognizing the value of such discussions as provided in Article 10.01, it is also recognized that if more than one management person is present for discussion with an employee, the employee has the right to have a Steward also present.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence between the parties to this Agreement shall pass to and from the Commissioner of People, Information and Technology of the Regional Municipality of Peel or designate and the Recording Secretary of the Union or designate or the CUPE National Representative, with a copy to the Recording Secretary of the Union or designate, unless otherwise provided herein.

ARTICLE 10 - COMPLAINTS AND GRIEVANCES

- 10.01** If an employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of this Agreement, he/she shall take the matter up orally with his/her immediate Foreperson. The Foreperson will give his/her answer to the complaint within two (2) working days after it has been brought to his/her attention. (It is understood that an employee has no grievance until he/she had first given his/her Foreperson an opportunity of adjusting his/her complaint).
- 10.02** If such complaint or question is not settled to the satisfaction of the employee then the following steps of the grievance procedure may be invoked in order. It is understood that a grievance must be lodged within ten (10) working days after the circumstances giving rise to such a grievance has occurred.

STEP 1

Any employee grievance shall be set forth in writing, in duplicate and shall be presented to his/her immediate Foreperson. The grievance shall be signed by both the grievor and a Union Steward. The grievance shall include reference to the specific clause and article of the Agreement allegedly violated or misinterpreted and the redress sought. The Foreperson shall review the grievance and reply in writing to the Union Steward within two (2) working days giving his/her disposition and his/her reason therefore. A copy of the reply will be provided to the grievor and the Union Recording Secretary or designate.

STEP 2

If a settlement has not been reached under Step No. 1, the Steward may within two (2) working days of the Foreperson's reply, refer the grievance to the Divisional Director at interest or his/her nominee. The Divisional Director or his/her nominee together with the employee and his/her Foreperson, and his/her Steward and the Chief Steward in cases of discipline or discharge shall meet within five (5) working days of reference to the Divisional Director. The Divisional Director shall give his/her reply in writing to the Steward within two (2) working days after date of meeting. A copy of the reply will be provided to the grievor and the Union Recording Secretary or designate.

STEP 3

If a settlement has not been reached under Step No. 2, the Steward may refer the grievance to his/her Union Grievance Committee, which may within five (5) working days of the Director's reply refer the grievance to the Commissioner of People, Information and Technology. Within eight (8) working days the Commissioner of People, Information and Technology or his/her nominee together with such other representation as may be chosen to represent the Employer shall meet with the grievor and the Union Grievance Committee to discuss the grievance. At this meeting a full-time representative of the Union may be present, if his/her presence is requested by the Employer or the Union. Written reply to the grievance shall be given to the Union and the Chief Steward within five (5) working days after such meeting with a copy to the grievor, Chief Steward and the Recording Secretary of the Local or designate.

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within ten (10) working days of the reply of the Commissioner of People, Information and Technology refer the grievance to Arbitration in accordance with the provisions contained in Article 13.

- 10.03** Any of the time allowances provided in this Article may be extended by mutual agreement in writing between the Union and the Employer and a copy to the Recording Secretary or designate.
- 10.04** Any grievance not initiated or appealed at any stage of the grievance procedure including reference to arbitration within the time limits stipulated shall be considered on the basis of the last decision and not subject to further appeal. Section 44 (6) of the Labour Relations Act, R.S.O. 1980, Chapter 228, as amended, shall not apply to this Agreement.
- 10.05** An employee's earnings shall be corrected by the second pay following the resolution of a grievance concerning an employee's wages where the grievance is resolved in the employee's favour. Any correction of \$200 or more will be corrected within ten (10) working days.

10.06 No written reprimand shall be entered in an employee's personnel file unless the employee and Recording Secretary or designate, and Chief Steward of the local Union are sent a copy of such reprimand.

10.07 Right to Have a Steward Present

Where a Supervisor intends to impose an oral or written warning on an employee or other more severe discipline, the Supervisor shall so notify the employee in advance and the employee shall have the right to have a Steward present. The Employer will provide as much notice as possible to both the employee and the steward prior to the commencement of such a meeting.

10.08 Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of his/her Supervisor or designate. An employee has the right to request copies of any evaluations in this file.

Clearing of Record

Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee after a period of 24 months, provided that there has been no subsequent discipline during the 24 month period.

ARTICLE 11 - POLICY GRIEVANCE

11.01 Either party to this Agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of this Agreement which concerns all or a group of employees. Such grievance shall be presented in writing to the other party within ten (10) working days of occurrence of the incident or event giving rise to the grievance and shall be entered at the third step of the grievance procedure.

For purposes of this Article it is understood that a group shall mean three (3) or more employees.

ARTICLE 12 - DISCHARGE GRIEVANCE

12.01 The parties expressly agree that notwithstanding the amendments to the provisions of the Ontario Labour Relations Act, the termination of employment of a probationary employee shall not be subject to the provisions of the grievance and arbitration provisions of this Agreement except in the event of a claim by a probationary employee under Article 4.03.

12.02 A claim by an employee having completed his/her probationary period that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged to the Supervisor within five (5) working days after the employee is discharged. All preliminary steps to the grievance procedure prior to Step No. 2 will be omitted in such cases.

12.03 Such special grievance may be settled by confirming Management's action, or by re-instating the employee with full compensation for time lost, or by any other arrangement(s) which are just and equitable in the opinion of the conferring parties or of a Board of Arbitration.

12.04 When an employee has been dismissed without notice he/she will have the right to meet with a Steward and the Chief Steward for a reasonable period of time before leaving the Work Centre.

ARTICLE 13 - ARBITRATION

13.01 The parties agree that a grievance concerning the application, interpretation, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable which has been properly carried through all steps of the grievance procedure outlined in Articles 10, 11, 12 may be referred

to a Board of Arbitration, at the written request of either of the parties hereto. The written request shall contain the name of the nominee appointed by the party requesting arbitration.

- 13.02** Within five (5) working days of the request the other party shall appoint a nominee and so advise the party requesting arbitration.

The two (2) nominees so named shall, as soon as possible, attempt to agree upon a Chair of the Arbitration Board. If the nominees cannot agree upon a Chair, either party may refer the matter to the Minister of Labour for Ontario who shall appoint a Chair.

- 13.03** The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.

In the event of failure of the Board of Arbitration to reach a majority decision, the decision of the Chair shall constitute the decision of the Board.

- 13.04** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Board of Arbitration shall have the power to alter a penalty consistent with the provisions of Section 48 (17) of the Ontario Labour Relations Act, S.O. 1995, c. 1, Sch. A .

- 13.05** Each of the parties of this Agreement will bear the expenses of its member of the Arbitration Board and the expenses incurred by it for the preparation and presentation of the case including witnesses. The parties will jointly bear the fee and expense of the Chair of the Board of Arbitration.

- 13.06** Notwithstanding the earlier provisions of this Article the parties may, by mutual agreement, waive these provisions in favour of a specific single arbitrator to be chosen by agreement of the parties, provided such agreement can be reached within five (5) working days of notice of arbitration. The fee and expenses of the single arbitrator will be shared equally.

- 13.07** Any written notice under the Grievance or Arbitration procedures that is sent to a party by pre-paid ordinary post shall be deemed to have been received on the second working day following the date of mailing.

ARTICLE 14 - SENIORITY

- 14.01** Seniority as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer and for purposes of this Agreement shall also include all seniority accumulated preceding transfers to the Employer's employ in accordance with The Regional Municipality of Peel Act, 1973. Seniority as used in this Collective Agreement shall operate on a bargaining unit-wide basis.

- 14.02** Newly hired employees will be considered on a probationary basis for a period of three (3) months from the date of hiring and will have no seniority rights during that period. After three (3) months of continuous service, his/her seniority shall date back to the day on which his/her employment began.

- 14.03** Seniority and all rights of an employee shall cease when an employee:

1. Quits for any reason.
2. Retires or is retired in conformity with the Pension Regulations.
3. Is discharged and not reinstated through the grievance procedure or arbitration provisions of this Agreement.
4. Has been on lay-off for a continuous period of six (6) months in the case of employees with less than one (1) year's service or twelve (12) months in the case of employees with more than one (1) year's service.

- 14.03** 5. Who has been on lay-off and:
- a) fails to notify the Employer within five (5) working days that he/she is intending to return to work when notified by registered mail addressed to the last address he/she had recorded with the Employer; and,
 - b) fails to return to work as soon as possible after receiving notice but in any event within seven (7) working days of the mailing or other communication of such notice, unless he/she is prevented from reporting for work for reason(s) acceptable to the Employer.
6. Fails to return to work immediately after the expiration of an authorized leave of absence granted by the Employer unless prevented from doing so for reason(s) acceptable to the Employer.
7. Uses such authorized leave of absence for purposes other than that for which it was granted.
8. Is absent for two (2) working days without notifying the Employer except when failure to give such notice is caused by conditions acceptable to the Employer.
- 14.04** Seniority lists shall be updated quarterly by the Employer and include the classification and yard location of each employee and posted on the Employer's appropriate bulletin boards with a copy of same being sent to the Union.
- 14.05** In any instance where the Employer dismisses an employee who has completed the probationary period as a result of an alleged violation of any specific provisions contained in Article 14.03 and the employee believes such dismissal to be unjust, that employee will have full opportunity to invoke all provisions of the grievance and arbitration procedures.
- 14.06** Where an employee is transferred from a position outside the bargaining unit to a position inside the bargaining unit, he/she will be considered on a probationary basis for a period of three (3) months from the date of transfer during which the employee shall be ineligible for overtime, call-out, or standby assignment. Upon successful completion of the probationary period, the employee will be credited with seniority dating back to the date of transfer together with all seniority previously accrued in the bargaining unit. No Employee shall be transferred to a position out of the bargaining unit without his/her consent.
- 14.07** An employee who is temporarily assigned to a non-bargaining unit position shall continue to accrue seniority during such temporary assignments, to a maximum of six (6) calendar months or longer if mutually agreed by the parties. Employees who return to the bargaining unit after a temporary assignment shall authorize the Employer to provide the Union with the Union dues owing for the period of time the employee was accruing seniority. Within the first thirty (30) days of such assignment, at the employees request, the employee will be returned to their regular position in the bargaining unit. All others who have been assigned in the bargaining unit as a result of the temporary vacancy shall be reverted to their previous classification(s) and yard without regard to seniority.

ARTICLE 15 -DEMOTION, LAY-OFF, AND RECALL PROCEDURE

- 15.01** Lay-off as referred to in this Agreement means a period of at least one (1) working day.

In the event of a lay-off, students, temporary employees, and persons on probation, shall be first to be laid off, providing the remaining persons are qualified to meet the normal requirements of the work to be performed.

Temporary lay-off shall be for two (2) working days or less, to a maximum of ten (10) working days per employee per year. Such lay-offs shall involve at least several employees, and must be authorized by the appropriate Director.

Reduction in complement for a period of more that two (2) working days shall be implemented by demotion and/or lay-off, and shall be administered as follows:

(a) The employee with the least bargaining unit seniority within the affected classification shall be assigned to a position in a classification to which the same rate of pay applies provided that:

15.01 (a) i) he/she is able and qualified to perform the work available; and,
ii) he/she has greater or equal bargaining unit seniority than at least one employee in that classification.

(b) In the event the employee cannot be assigned in accordance with a) above, he/she shall be assigned to a position in the next lower rated grouping of classifications, provided that:

i) he/she is able and qualified to perform the work available; and,
ii) he/she has greater or equal bargaining unit seniority than at least one employee in that classification.

(c) In the event the employee cannot be assigned in accordance with a) or b) above, the process is to be continued for the second-next, and subsequently lower-rated groupings of classifications.

(d) Where his/her assignment creates an excess to the required complement in the new classification, he/she shall displace the employee in that classification with the least bargaining unit seniority.

(e) This process shall be repeated for each such complement reduction required and for each such displacement which may arise until the required reduction in complement for each classification has been achieved in the Bargaining Unit.

The surplus employee or employees resulting from the foregoing procedure shall be laid off and placed on re-call.

15.02 Where, consistent with the provisions of 15.01, two (2) or more employees are capable of displacing the least senior employees of a lower rated classification, preference may be exercised on a seniority basis as to which of the least senior employees affected within that classification shall be displaced.

15.03 In instances of recall from lay-off or restoration of complement, the complement vacancy shall be posted and filled in accordance with the provisions of Article 16. After the filling of the initial vacancy, and any subsequently posted vacancies arising from the filling of the initial vacancy, any resulting vacancy which is required to be filled shall be offered first, on a seniority basis, to the employee or employees remaining on lay-off who are capable of performing the work required prior to filling the vacancy from other sources.

15.04 In the event of a lay-off, union officers and stewards shall have super seniority and shall be the last persons to be laid off and the first persons to be recalled, subject to the provisions contained in this Article.

ARTICLE 16 - FILLING OF JOB VACANCIES

16.01 In the filling of job vacancies, newly created jobs, or transfers within the bargaining unit, the following factors shall govern:

- a) Ability to perform the posted job
- b) Seniority

Where factor (a) is relatively equal amongst applicants, then factor (b) shall govern.

Probationary employees will only be considered for posted vacancies when no applicant with seniority is qualified for the position.

16.02 When a temporary vacancy arises due to an employee being on an approved leave of absence for any reason, another employee may be temporarily assigned from that work centre if possible by the Employer to fill that position. Such vacancy shall be filled without posting and assignment shall not exceed twenty (20) working days.

16.02 All vacancies, including temporary vacancies, which are anticipated to remain vacant for twenty (20) working days or longer and that are required to be filled shall be posted on the Employer's appropriate bulletin boards for a minimum period of five (5) working days. The posting shall include the minimum and maximum job rates and the vacancy's current work centre. A copy of the posting will be forwarded to the Union's Recording Secretary or designate.

Any employee may apply for such vacancy in writing using the prescribed Employer's Job Posting Application form. Employee Job Posting Applications are to be filed with the Commissioner of People, Information and Technology within the time limits noted on the job posting notice. An employee may hand such completed application to his/her immediate supervisor or area clerk for internal mailing purposes.

Upon completion of a posted temporary assignment, all affected employee(s) shall return to their previous position(s) and work centre(s).

16.03 The Employer shall select the employee to fill the vacancy within ten (10) working days of the expiry date on the posting notice and the successful applicant will be placed on the job as soon as possible after the award. Reason(s) for any delays beyond fifteen (15) workings days will be given to the Union.

16.04 All vacancies created by filling a posted job and which are required to be filled shall be posted in accordance with section 16.02 above.

16.05 The Employer retains the right to fill the vacancy from other sources if bidding employee(s) do not possess the ability needed for the job or if no employee applications are received. Upon request, an employee shall receive a detailed explanation in the event that they are unsuccessful for a posted job.

16.06 Should the Employer, within thirty (30) days of assignment, determine that the employee is not suited to the position, the employee and all others who have been assigned as a result of the employee assignment shall be reverted to their previous classification(s) without regard to seniority. The Employer may in this event consider further applicants to the relative job posting.

On two occasions only during any employee's employment with the Employer, such employee may revert to his/her previous position within thirty (30) days after he/she is placed in the new position.

16.07 A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the National Representative and Recording Secretary.

16.08 The Employer may temporarily fill any position in which event the employee so assigned shall receive the job rate of the temporary assignment, if greater than his/her own rate for all time worked in the temporary position on completion of one half (1/2) shift or more in the temporary position in any pay period.

16.09 In the event of a transfer of complement between locations, such transfer shall be effected on the basis of seniority from amongst those employees in the classification at the location affected expressing an interest. Where there are an insufficient number of interested employees, such transfer shall be effected on an inverse seniority basis from amongst those employees in the classification at the location affected. The employee(s) transferred shall receive a minimum of five (5) consecutive working days notice of such transfer, and such transfer shall be for a minimum of five (5) consecutive working days.

ARTICLE 17 - SITE VISITATION

17.01 An authorized representative of the Union, after arranging permission through the Commissioner of People, Information and Technology or his/her designate, may visit the Employer's premises and in special circumstances the job sites, for the purpose of discussing or investigating any matter covered by this Agreement, it being understood there will be no interruption of work caused by such visitation. The authorized representative of the Union shall contact the Area Supervisor as designated by the Commissioner of People, Information and Technology or his/her designate before pursuing such visitation.

ARTICLE 18 - BULLETIN BOARDS

- 18.01** The Employer shall supply bulletin boards for the Union's use at each of its work centres for the posting of Union Notices with a copy forwarded to the Commissioner of People, Information and Technology or his/her designate. Any material deemed to be inappropriate by the Commissioner of People, Information and Technology or his/her designate shall be removed from the Union's Bulletin Board(s) for resolution by the parties.

ARTICLE 19 - JURY DUTY AND WITNESS PAY

- 19.01** When an employee is required to serve jury duty or is summoned as a witness, the Employer will pay the Employee for regular working hours lost at his/her straight time rate, provided the Employee turns over to the Employer the amount received as jury duty or subpoena pay (exclusive of payment for travelling, meals, or other expenses) and providing that the Employee reports for work when not required for jury duty or witness duty.

ARTICLE 20 -REPORTING EMPLOYEE ABSENCES AND RETURN

- 20.01** Employees unable to report for work at their regularly scheduled starting time shall telephone their Supervisor or such other person as their Supervisor may instruct within fifteen (15) minutes of such time, giving reason(s) for being unable to report for work, and if possible, an estimate of the time they may be away from work. The employee shall report again by telephone to the Supervisor the work day prior to recommencing work, or at such other reasonable times as their Supervisor may instruct.

ARTICLE 21 - SAFETY

- 21.01** The Employer shall maintain a high standard of safety in its operations in order to eliminate accidents as far as possible. Both parties agree to abide by the provisions of the Occupational Health and Safety Act.
- 21.02** Employee complaints made to their Supervisor shall receive full consideration by the Supervisor and the Employer's Management and every effort shall be made to remedy all unsafe practices.
- 21.03** The parties agree to co-operate to eliminate accidents as far as possible, and to provide a safe and healthy working environment for all employees. The Employer agrees to implement identified legislated safety requirements in an expeditious manner.
- 21.04** The Employer and the Union agree to establish a joint Safety Committee on which each party will have equal representation. The Union representatives will be determined solely by the Union, but such appointments shall be for a minimum period of six (6) months and shall not exceed six (6) members. The Safety Committee shall be involved in determining the Terms of Reference pertaining to the function of the Safety Committee.

ARTICLE 22 – JOINT MODIFIED WORK COMMITTEE

- 22.01** The parties agree to maintain a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member selected or appointed by the local Union, and one (1) Employer member from each employees location to be determined by the Employer together with the Region's Manager responsible for Occupational Health and Safety or appropriate designate, who shall act as Chairperson.
- 22.02** The Committee Chairperson shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Benefits Plan Administrator, the Vocational/Rehabilitation Services Case Worker and the Workplace Safety and Insurance Board Adjudication Services.

- 22.03** The purpose of the Committee is to review and recommend appropriate individual case strategies for providing:
- a) for the safe and successful return of injured workers to the workplace as soon as possible after an accident; and,
 - b) for the return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major responsibilities of their own classification but who are medically certified as capable of performing modified duties of their own or another classification.
- 22.04** The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.
- 22.05** All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the employee's Vocational/Rehabilitation Caseworker, and the Workplace Safety and Insurance Board Adjudication Services.
- 22.06** The Committee will be responsible for:
- i) Determining if the employee's regular job can be modified;
 - ii) Comparing the demands of jobs and tasks with an employee's current abilities;
 - iii) Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
 - iv) Such other related matters as the Committee deems appropriate.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01** In the event of the death of an employee's parent, spouse, child, brother, sister, father-in-law, or mother-in-law, the employee will be granted a paid leave of absence up to a maximum of three (3) working days. In the event of the death of a brother-in-law, or sister-in-law, son-in-law, daughter-in-law, grandparent, or spouse's grandparent, the Employer shall grant one (1) working day paid bereavement leave.
- 23.02** Additional leave up to five (5) days without pay may be granted in excess of the above by the employee's Supervisor.
- 23.03** If an employee is requested to be a pallbearer for a deceased fellow employee he/she shall be granted one (1) working day paid bereavement for the purposes of attending the funeral. No more than two employees from a section at any one time shall be allowed to leave.

ARTICLE 24 - LEAVE OF ABSENCE

- 24.01** Leave of absence up to thirty (30) consecutive calendar days without pay and without loss of seniority may be granted to an employee by the Divisional Director.
- 24.02** Personal leave of absence shall be dealt with by an employee application for leave of absence in writing submitted as far in advance as possible to his/her Supervisor who will refer it to the Divisional Director containing the Supervisor's recommendation. Leave of absence must be authorized by the Division Director.
- 24.03** Such leave of absence may be extended by the Division Director upon the receipt of written request.
- 24.04** 1. An employee shall accumulate seniority only during the first sixty (60) days of an approved leave of absence.

2. Where an employee is granted an approved leave of absence, benefit coverage premiums as per Article 30 shall be maintained by the Employer for the first thirty (30) consecutive days only.
- 24.04** 3. An employee who is granted an approved leave of absence beyond thirty (30) consecutive days approved leave of absence shall as a condition of employment status pay one hundred (100) percent of the applicable benefit premiums for benefit coverage provided under Article 30. The only benefit that is available to an employee beyond sixty (60) consecutive days of leave of absence is Ontario Hospitalize Insurance Plan (OHIP).
4. As a condition of a leave of absence, employees shall make arrangement with the Human Resources Division either prior to or during the first thirty (30) days of the approved leave of absence concerning the payment of benefit premiums.
- 24.05** The appropriate Commissioner of Public Works Department or Finance Department will, upon one (1) week's notice of request of leave of absence in writing, grant leave of absence without pay or loss of seniority to delegated employees to attend Union business, provided that such leave does not exceed five (5) working days, and further provided that no more than three (3) employees are absent at any one time. Such leave shall apply to a maximum of forty-five (45) days leave per calendar year. No more than one (1) union employee from Utility Finance or Waste Management Divisions shall be permitted absence under the clause at any one time.
- 24.06** a) Pregnancy and parental leaves of absence shall be administered in accordance with the provisions of the Ontario Employment Standards Act, as amended from time to time.
- b) An employee shall be granted an extension to the said leave provided that it is requested at the time application is made for parental leave as provided for in the Ontario Employment Standards Act. The combined duration of the pregnancy leave, parental leave and the extension combined shall not exceed twelve (12) calendar months.
- c) Seniority shall be retained and accumulated during the above leave(s). Benefits shall be maintained by the Employer during pregnancy leave and during the first six (6) months of parental leave plus extension. Benefits shall be paid by the employee for any period of parental leave plus extension which is greater than six (6) calendar months.
- d) Supplemental Unemployment Benefit (SUB) Plan
- An employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act and its regulations thereto shall be paid a supplemental unemployment benefit. That benefit will be equivalent to twenty (20) percent of their weekly insurable earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Region of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of (15) weeks.
- The employee does not have any vested right except to receive payments for the covered leave period.

ARTICLE 25 - VACATIONS WITH PAY

25.01 Vacation with pay shall be granted to all employees in accordance with the following schedule.

Less than one (1) year continuous service	one (1) working day for each complete month, up to a maximum of ten (10) working days	pay calculated at 4% of total wage earnings from June 1 to May 31
One (1) year continuous service	ten (10) working days	pay calculated at 4% of total wage earnings from June 1 to May 31

Two (2) years continuous service	fifteen (15) working days	pay calculated at 6% of total wage earnings from June 1 to May 31
Eight (8) years continuous service	twenty (20) working days	pay calculated at 8% of total wage earnings from June 1 to May 31
Fifteen (15) years continuous service	twenty-five (25) working days	pay calculated at 10% of total wage earnings from June 1 to May 31
Twenty-five (25) years continuous service	thirty (30) working days	pay calculated at 12% of total wage earnings from June 1 to May 31

An employee who has been absent for thirty (30) consecutive calendar days or less during the vacation year will receive the greater of the percentage (%) or current pay. An employee who is absent for more than thirty (30) days during the vacation year will receive the appropriate percentage (%) as provided in this Article and vacation days will be adjusted. Payment for vacation days shall be made in the same payroll period that the vacation days are scheduled.

25.02 For purposes of computing eligibility for vacation with pay, continuous service shall be calculated as of May 31 and the vacation year shall begin on June 1 of that year.

25.03 The selection of vacation dates will, where practical, be granted on the basis of seniority. The Divisional Director or his/her designate shall determine the number of employees who will be on vacation at any time. The Employer reserves the right to grant a maximum of two (2) weeks vacation during the period of June 1 to September 15.

The Employer shall, on or before the 1st day of March in each year, circulate annual vacation lists in the respective work centres so that each employee may by no later than the 1st day of April, write in his/her choice of vacation dates. The Employer shall, in accordance with Article 24.03 and its right to maintain the efficiency of operations, determine the choice of vacation dates and post the approved annual vacation schedule on the bulletin boards on/before April 30th in the work centre concerned. After the approved annual vacation schedule is posted, the employee shall not alter the vacation periods without the consent of the Divisional Director and the employee whose vacation is affected.

25.04 On termination, an employee shall be paid for any vacation credit accumulated, at the appropriate percentage. Unless termination is for just cause in which case payment will be in accordance with the Employment Standards Act of the Province of Ontario.

25.05 Vacations shall not be cumulative from one vacation year to the next, and employees shall not omit vacations except with express permission of the Division Director.

25.06 Employees may be permitted to carry over ten (10) days of vacation into the following vacation year for special purposes. Such permission must be requested in writing by the employee by February 28th and approved by the Divisional Director.

ARTICLE 26 - PAID HOLIDAYS

26.01 The following days will be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (provided it falls on a regular working day)
Victoria Day	Canada Day
Civic Holiday	Christmas Day
Boxing Day	The 1/2 shift on Christmas Eve
	The 1/2 shift on New Year's Eve

NOTE: The afternoons of December 24 and December 31 shall be half (1/2) statutory holidays provided that these days fall on a scheduled work day for most employees. Employees on other schedules shall be dealt with in the same fashion.

- 26.01** In order to qualify for payment of the above holidays, an employee is required to work the full scheduled shift immediately preceding and the full scheduled shift immediately succeeding the holiday except where absence on either or both of the said shifts is due to verified personal illness or absence on approved leave of absence of less than thirty (30) consecutive calendar days.
- 26.02** An employee required to work on any of the above holidays will be paid at the rate of double time for hours worked, in addition to the paid holiday.
- 26.03** When any of the above holidays occur during an employee's vacation an extra day's vacation shall be allowed and shall be taken at any time mutually agreeable to the Supervisor and the employee.
- 26.04** When any of the above holidays except Remembrance Day occurs on an employee's regularly scheduled day off a lieu holiday shall be designated by the Employer on either the scheduled work day immediately preceding or succeeding the holiday or at such time as mutually agreed between the Supervisor and the employee involved. All other provisions of this Agreement relating to holidays shall apply on the designated lieu day.
- 26.05** Notwithstanding any provision to the contrary elsewhere in this Article, an employee whose normal work week is other than Monday to Friday shall be granted a holiday on the day on which such holiday is granted to employees whose normal work week is Monday to Friday.

ARTICLE 27 - SPECIAL CLOTHING

- 27.01** It shall be compulsory for all employees to wear approved safety boots at all times while at work for the Employer. Safety hats, eye and hearing protection shall be required on designated projects.
- 27.02** The Employer shall supply at no cost to the employee "GREEN LABEL" safety boots, safety hats, gloves and waterproof wearing apparel as required in the discretion of the Employer. The employee may by separate arrangement with the supplier, upgrade the footwear at his/her own expense.

All replacements must be approved by management and all work clothing and equipment must be turned in at the time of replacement except for legitimate loss.

- 27.03** Each employee shall receive an annual clothing allowance in lieu of issue of any additional clothing except as noted in this section in the amount of one hundred and thirty (\$130.00) dollars to be paid in the first week of March.

Each employee completing his/her probationary period after March 1st, shall receive a monthly pro-rated proportion of the clothing allowance calculated to the next March 1st from date of employment.

In addition, employees will be issued coveralls and/or overalls as required at the discretion of the Employer to a maximum of two (2) pairs per year and in the case of licensed mechanics, machine operators and truck drivers to a maximum of three (3) pairs per year.

ARTICLE 28 - TOOLS EQUIPMENT

- 28.01** The Employer will provide all tools and equipment necessary for employees to carry out their work. All such tools and equipment will be kept available on the premises or in the individual lockers of employees.
- 28.02** Mechanics shall be required to provide the normal basic mechanics tools. An annual allowance of two hundred (\$200.00) dollars shall be paid to each mechanic in view of this requirement. Each employee completing his/her probationary period after March 1st shall receive a monthly pro-rated proportion of the tool allowance calculated to the next March 1st from date of employment.

ARTICLE 29 - HOURS OF WORK AND OVERTIME

- 29.01** The following shall not be construed either as a guarantee of any minimum or as a restriction on any maximum number of hours worked.
- 29.02** The normal work week shall consist of five (5) consecutive working days. The hours of work shall be forty (40) hours per week (8 hours per day) except for persons in the Rodperson, Instrument Person, and Party Chief classifications which shall be thirty-seven and one-half (37-1/2) hours per week (7-1/2 hours per day). Most employees shall normally be scheduled on a Monday to Friday work week.
- 29.03** The normal hours of work shall be scheduled between 7:30 a.m. and 5:00 p.m. with a one-half (1/2) hour lunch period.
- 29.04** After notification of the Union, the Employer shall have the right to establish shift hours other than those set out above, it being understood that such shift would be established on the basis of eight (8) hours or seven and one-half (7-1/2) hours daily, for a five (5) day work week. No shifts shall be established under this section unless the work load indicates that there is work for a minimum period of two (2) weeks. The shift premium shall be fifty cents (\$.50) per hour for the afternoon and night shift. A minimum of ten (10) days notice will be given in advance of establishing a new shift.
- 29.05** An employee required to work in excess of the daily number of shift hours will be paid for such excess hours at one and one-half (1-1/2) times his/her hourly rate. Overtime at the rate of time and one-half (1-1/2) will be paid for the time worked by an employee on the sixth consecutive day of his/her scheduled work week and double time worked on the seventh day of his/her scheduled work week.
- 29.06** It is agreed that the Divisional Director or his/her non-union designate shall have the right to schedule or assign overtime work whenever necessary to meet emergencies or to ensure efficiency of its operations and no employee shall unreasonably refuse to perform such overtime work.
- 29.07** The Divisional Director or his/her non-union designate will endeavour to distribute overtime work as equally as practical among the employees within a classification who are able to perform the overtime work. A Division Steward may inspect monthly overtime breakdown.
- 29.08** An employee who has left the premises and who is called back to work to meet emergency conditions, will receive not less than two (2) hours pay at overtime rates provided if requested, he/she remains for the two (2) hours and performs any of his/her regular duties. In the event that two or more calls are received within two hours of each other, the call out time will be considered continuous.

An employee who, because of overtime, is required to reduce his/her regular scheduled hours shall be compensated for such hours, at straight time pay, to a maximum of two (2) hours in one day.

- 29.09** The Divisional Director may designate employees for stand-by duties. Such employees shall remain in the immediate vicinity of their work centre and shall keep the telephone answering service informed as to where they can be reached by telephone. Probationary employees may not be designated for stand-by duties.

Stand-by hours will commence at the end of the normal day shift hours and end at the normal starting time each day for the period of Monday to Friday inclusive and shall be for twenty-four (24) hours on Saturdays, Sundays and holidays.

Employees possessing an appropriate doctor's certificate will not be required to go on stand-by.

Employees may exchange their stand-by assignment with other able employees or forego their regular rotation provided management has approved the arrangement.

Stand-by pay shall be paid on the basis of one and one-half (1-1/2) hours pay at the employees normal rate for each day of stand-by Monday through Friday inclusive and at the rate of two (2) hours at his normal rate for Saturdays, Sundays and paid holidays while designated for stand-by duty. In the event shifts are established which reduce the hours when stand-by is required the amounts set out above will be reduced accordingly.

- 29.09** Stand-by employees called out on trouble calls shall be paid a minimum of (2) hour's pay at the prevailing overtime rate in addition to their stand-by pay.
- 29.10** Employees shall be permitted a rest period of ten (10) minutes duration each morning and afternoon at such times and places as may be decided by the Divisional Director concerned.
- 29.11** A paid lunch period of thirty (30) minutes at the prevailing overtime rate shall be granted to employees, when an employee:
- a) Is required to work at least two and one-half (2-1/2) hours consecutive to his/her scheduled hours and each consecutive four (4) hours of overtime worked thereafter.
 - b) Is required to work four (4) hours of unscheduled overtime and each consecutive four (4) hours of overtime worked thereafter.

The above provisions shall not apply to stand-by employees when standing-by and not actually working.

- 29.12** In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

ARTICLE 30 - EMPLOYEE BENEFITS

- 30.01** The Employer undertakes to pay 100% of the Ontario Hospital Insurance Plan premium.
- 30.02** The Employer agrees to provide at its cost, the following insured benefit plans in accordance with the rules and regulations of the plans held by the insurance companies:
- a) Life Insurance at two (2) times annual rate.
 - b) Semi-private hospital accommodation.
 - c) Extended Health Benefit on a \$10.00 individual and \$10.00 family deductible basis.
 - d) Four (4) days regular pay shall be granted per service year for sickness incurred not related to work.
 - e) Weekly Indemnity Benefits Plan, payable from the first day of injury, and from the fourth day of sickness or illness for a period of up to 52 weeks in the amount of 66 2/3rds percent of the employee's basic weekly earnings.
 - f) Compulsory Dental Plan – to be administered in accordance with the O.D.A. fee schedule for the year preceding the current year. The basic plan to be 100% paid by the Employer. The major restorative benefit including orthodontic benefit to be 50% paid by the Employer with the employee portion being paid through payroll deduction. Dependants under 21 years of age (25 if a full-time student) are eligible for the orthodontic benefit on a 50% reimbursement basis.
Note: this benefit becomes effective the first of the month following full ratification of this agreement.
 - g) Vision Care with a \$300/24 months benefit. (Note: this change will become effective the first of the month following full ratification of this Memorandum of Settlement.)

Coverage as amended in Section (f) and (g) shall be effective November 1, 1992. Insured plans shall be administered in accordance with the rules and regulations of the plans.

Please refer to attached Schedule B for further benefit amendments which are effective the first of the month following full ratification.

- 30.03** The Employer shall administer an employee paid Long Term Disability Plan.

30.04 An employee is required to provide sufficient notice to the Human Resources Division where a change is required to be made to:

- 30.04** i) benefit coverage, entitlement of exemption status
- ii) residence, telephone, marital or dependents status

The Employer shall make the necessary change upon receipt of the written notice of the requested effective date, whichever is later, but in no case shall the effective date of the change be retroactive.

30.05 The Union shall be provided with copies of all insurance policies that are described in this Article and in future whenever there is a change in the provisions of the coverage.

30.06 Retiree Benefits Coverage

- i) for employees retiring on an unreduced pension with 10 years of service.
- ii) will be paid up to age 65.
- iii) OHIP - Employee paying 50% of premium.
- iv) Life Insurance 1 x Annual Salary 50% employer paid
Major Medical \$11,500 Lifetime benefit 100% employee paid

30.07 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with employees of the portion (5/12th) of the Employer's E.I. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the H.R.D.C.

ARTICLE 31 - PENSION PLAN - OMERS

31.01 The Employer agrees to continue in operation the Ontario Municipal Employees Retirement System (OMERS) as outlined in the plan. New employees engaged on January 1, 1978 and thereafter become eligible for membership in the Plan on the date of hire. Normal retirement shall be at age 65.

In addition, it is agreed to provide eligible employees with Type 1 Supplementary OMERS Plan with the employee sharing the cost to the maximum of the wage increase each year for the next fifteen (15) years, effective January 1, 1987.

ARTICLE 32 - PAY DAY

32.01 The Employer agrees that wages established by this Agreement shall be paid on Thursdays of every second (2nd) week (providing a holiday does not fall on said day in which event the Employer will pay on the last working day prior to the holiday).

ARTICLE 33 - WAGE SCHEDULE

33.01 The following schedule is attached hereto and shall form part of the Agreement:

Schedule A - Classifications and Rates of Pay

33.02 The Region may employ persons as labourers on a temporary basis for periods up to six (6) months. After the six (6) months these persons will be covered by the terms and conditions of the Collective Agreement. It is understood and agreed that temporary employees will not be used to lay-off, reduce the hours of work or eliminate the opportunity for overtime of the full-time employees. The Employer will notify the Union, in writing, providing the name and start date of any temporary labourer within 30 days of his/her hire.

ARTICLE 34 – TECHNOLOGICAL CHANGE

34.01 The Employer agrees to provide thirty (30) days written notice to the Union of any proposed technological change that may cause a reduction in the number of employees. If requested, the Employer will meet with the Union to discuss the impact of the proposed technological change.

ARTICLE 35 - DURATION

35.01 This Agreement, which supersedes all previous Agreements, shall remain in effect from, and including, the 1st day of February 2003 to and including the 31st day of January, 2004. Notice of amendment or termination may only be given during a period of ninety (90) to thirty (30) days preceding the 31st day of January, 2004 or any succeeding anniversary date. If such notice is not given in accordance with the terms thereof, the Agreement will continue in effect.

35.02 Retroactivity

All employees in the bargaining unit as of date of ratification are entitled to retroactivity on all paid hours since February 1, 2003. Retroactivity will not apply to any article except where specifically stated.

- 35.03** a) The parties will execute this Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement.
- b) The parties shall share on a 50/50 basis the cost of printing and distributing of such Agreement to the appropriate Bargaining Unit and Management Staff.
- c) The parties agree to meet within thirty (30) days of receipt of Notice to Bargain.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this ____ day of _____, 2003.

For the Employer

For the Union

R. Kent Gillespie, Regional Solicitor

Wayne Bailey, Committee Member

Bonnie Zeran, Acting Regional Clerk

Ron Everett, Committee Member

Mitch D. Zamojc, Commissioner Public Works

Robert McGee, Committee Member

Laura Nashman, Commissioner of People, Information and Technology

Fausto Macri, Committee Member

Dianne McCullagh, Committee Member

Bob Snell, Committee Member

Dennis Connelly, Committee Member

Dave Iles, Divisional Vice President CUPE Local 966

Schedule 1

Rates of Pay

Band #	Start Rate	Job Rate (Three Month Rate) Effective January 30, 2003
1	\$16.47	\$17.34
2	\$17.19	\$18.09
3	\$17.92	\$18.86
4	\$18.69	\$19.67
5	\$19.49	\$20.52
6	\$20.33	\$21.40
7	\$21.20	\$22.32
8	\$22.12	\$23.28
9	\$23.07	\$24.28
10	\$24.05	\$25.32

Schedule 2

Job Classifications

Band #	Position Title
1	Labourer
2	Traffic Controller - Landfill
3	Rodperson Crewperson Roads
4	Operator I Meter Installer - Residential Truck Driver I
5	Truck Driver II Operator II Meter Installer - Industrial Crewperson Water
6	Sign Production Technician Operator Backhoe Crewperson - Tapper, Rodder Sewer Truck
7	Operator III Plant Operator Mechanic
8	Subforeperson Instrument Person
9	Subforeperson, Mechanic
10	Party Chief

LETTER OF AGREEMENT

Between

THE REGIONAL MUNICIPALITY OF PEEL

and

C.U.P.E. LOCAL 966 – Public Works and Finance

This letter will confirm the understanding reached between the parties.

1. Effective upon ratification of this Agreement, the parties agree to establish a joint efficiency and productivity committee comprised of two (2) Employer Representatives and two (2) Union Representatives.
2. The Mandate of this Committee is to examine the current operations, to improve efficiency and productivity of the operation, reduce cost of current operations, improve customer service, and to develop recommendations to be submitted to Divisional Director for consideration.
3. The Committee will establish a process to effectively involve all employees in the Committee’s work, including representatives and members of other Bargaining Units.
4. Time spent in Committee shall be considered time worked by its members.
5. The Committee shall have access to operational and financial information as is necessary to meet its Mandate.
6. The Committee will meet quarterly or as may be agreed by the Committee. Recommendations of the Committee shall be made by consensus and shall be directed to the Divisional Director for consideration.
7. There shall be co-chairpersons, one appointed by the Employer and one by the Union. Minutes shall be kept of all meetings. The Divisional Director will respond in writing to all recommendations submitted by the Committee.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this ____ day of _____, 2003.

For the Employer

For the Union

R. Kent Gillespie, Regional Solicitor

Wayne Bailey, Committee Member

Bonnie Zeran, Acting Regional Clerk

Ron Everett, Committee Member

Mitch D. Zamojc, Commissioner Public Works

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Fausto Macri, Committee Member

Dianne McCullagh, Committee Member

Bob Snell, Committee Member

Dennis Connelly, Committee Member

Dave Iles, Divisional Vice President CUPE Local 966

Paul Jordison, CUPE National Representative

Letter of Agreement

Between

The Regional Municipality of Peel

And

**The Canadian Union of Public Employees
And its Local 966 – Public Works and Finance**

**Job Evaluation Appeals
January 1, 2003 to New Collective Agreement Ratification**

1. Should either party to this agreement feel that there has been a change to the duties and responsibilities of a position between January 1, 2003 and the date of full ratification of this agreement, a Job Evaluation Appeal can be submitted for consideration in accordance with the Letter of Agreement – Job Evaluation Maintenance.
2. At the time the request for re-evaluation is submitted, the date that the duties changed will be indicated on the Request for Re-Evaluation Form (as supplied by the Employer).
3. If a change in job content results in a lower evaluation and wage band for a job, the incumbent of such job whose existing wage band is higher shall be identified as being “Red-Circled”. They will maintain their current wage rate until such time as their pay is equal to the newly evaluated wage band.
4. If a change in job content results in a higher evaluation and wage band for a job, the incumbent of such job whose existing wage band is lower shall have their wage rate increased retroactively to the beginning of the pay period immediately preceding the date that the responsibilities for the job changed.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this ____ day of _____, 2003.

For the Employer

For the Union

R. Kent Gillespie, Regional Solicitor

Wayne Bailey, Committee Member

Bonnie Zeran, Acting Regional Clerk

Ron Everett, Committee Member

Mitch D. Zamojc, Commissioner Public Works

Robert McGee, Committee Member

Laura Nashman, Commissioner of People, Information and
Technology

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Dianne McCullagh, Committee Member

Bob Snell, Committee Member

Dennis Connelly, Committee Member

Dave Iles, Divisional Vice President CUPE Local 966

Paul Jordison, CUPE National Representative

Letter of Agreement

Between

The Regional Municipality of Peel

And

**The Canadian Union of Public Employees
And its Local 966 – Public Works and Finance**

Crewperson Water – Tapper/Rodder/Sewer Truck Postings

This letter will confirm the understanding reached between the parties.

1. Immediately following full ratification of the Memorandum of Settlement, all employees performing Crewperson Water duties shall be deemed part of that classification.
2. The Employer will post for the required Crewperson Water – Tapper/Rodder/Sewer Truck position(s) within ten (10) days of full ratification.
3. The Employer agrees to review its work records for the period between January 30, 2003 and the date the positions indicated in #2 above are filled and provide all of the Crewpersons Water who performed Crewperson Water – Tapper/Rodder/Sewer Truck duties with the difference in pay, including any overtime premiums payable, for all such hours worked.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this ____ day of _____, 2003.

For the Employer

For the Union

R. Kent Gillespie, Regional Solicitor

Wayne Bailey, Committee Member

Bonnie Zeran, Acting Regional Clerk

Ron Everett, Committee Member

Mitch D. Zamojc, Commissioner Public Works

Robert McGee, Committee Member

Laura Nashman, Commissioner of People, Information and
Technology

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Dianne McCullagh, Committee Member

Bob Snell, Committee Member

Dennis Connelly, Committee Member

Dave Iles, Divisional Vice President CUPE Local 966

Paul Jordison, CUPE National Representative

Letter of Agreement

Between

The Regional Municipality of Peel

And

**The Canadian Union of Public Employees
And its Local 966 – Public Works and Finance**

Job Evaluation Maintenance

ARTICLE 1 – PURPOSE

- a) To maintain the Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to jobs represented by CUPE Local 966 - Public Works and Finance.
- b) To jointly evaluate all positions using the Joint Gender-Neutral Job Evaluation Program to maintain equal pay for work of equal value for all jobs within CUPE Local 966 - Public Works and Finance. The Region program will include these four main factors:
 - i. skill
 - ii. effort
 - iii. responsibility
 - iv. working conditions

ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Joint Gender-Neutral Job Evaluation Program:

Degree Level	The actual measurement levels within each subfactor.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Gender-Neutral	Any practice or program which does not discriminate between men and women.
Incumbent	An employee assigned to a job.
Job	Is made up of a collection of duties and responsibilities.
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observations.
Job Description	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation Questionnaire	The instrument used to collect and record job data, which forms part of the job documents.

Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Program	The program includes the job evaluation questionnaire, the guidelines and the factor weightings. A measuring tool used to rate jobs which contains subfactor definitions with corresponding degree levels and guidelines.
Joint Job Evaluation Committee	The Committee responsible for the implementation of the job evaluation program and which is made up of equal representatives from union and management.
Points	The numerical expression assigned to each degree level within each subfactor.
Rating	The process of relating the facts contained in the job documents to the job evaluation program and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate for that job.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions.
Subfactors	Are components of the four major factors.
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total Points	The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation program.

ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 3.1 The JJEC shall have equal representation and participation from the parties, consisting of 4 representatives from the Employer and 4 representatives from the Union for Public Works.
- 3.2 The JJEC shall have an administrative non-voting staff member assigned to maintain records of all decisions of the JJEC.
- 3.3 The Employer shall release without loss of pay, benefits or seniority, the representatives named by the Union.
- 3.4 Job rating decisions shall require a committee decision by consensus. Once a decision is made it becomes a decision of the committee and it shall be final and binding on the parties, subject to the appeal process set out in Article 6.3.
- 3.5 The JJEC shall meet as necessary at a mutually agreed upon time and place.. Any decisions resulting in a change of Band level will be retroactive to the date the new or changed job duties came into effect. No changes will be retroactive past January 1, 2003.

- 3.6 Either party to the Letter of Agreement may engage a consultant/advisor to assist its representatives on the JJEC. Any such consultant/advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the JJEC.
- 3.7 If the JJEC is unable to agree on the evaluation of a new or revised job, the dispute concerning the evaluation shall be submitted to the consultants/advisors. The decision of the consultants/advisors shall be final, subject to the appeal process set out in Article 6.3.

ARTICLE 4 – MANDATE OF THE JJEC

The JJEC shall maintain the Joint Gender-Neutral Job Evaluation Program by:

- a) Evaluating all new or revised jobs using the job evaluation program;
- b) Maintaining the integrity of the job evaluation program;
- c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time;
- d) Recording the results and rationale on the Rating Sheet. Copies of the Rating Sheet and job description will be provided to the JJEC, incumbents, supervisor and union.

ARTICLE 5 – EVALUATION OF NEW AND/OR REVISED JOBS

5.1 The following general procedure shall be used to rate jobs:

a) **Step 1**

The incumbent(s) and the immediate supervisor(s) shall complete a Job Evaluation Questionnaire and a new or revised job description. In the event of a new job without an incumbent, the supervisor will complete the Job Evaluation Questionnaire and job description. These shall be submitted to the JJEC and the Human Resources Associate. If it is a revised job, the questionnaire should detail all changes to the job resulting from new or changed circumstances in the job. All such requests for evaluations of new and/or revised jobs shall be submitted on forms supplied by the Employer.

With new jobs, the Employer will set a temporary wage rate until such time as the JJEC has evaluated the job. The final wage rate will be established as per Article 7 of this Letter of Agreement.

b) **Step 2**

The Human Resources Services Department will schedule a meeting of the Joint Job Evaluation Committee (JJEC) to evaluate the job(s) using the Job Evaluation Program.

c) **Step 3**

The job shall now be rated, based on the completed job description, in accordance with the job evaluation program. The JJEC shall also use information obtained from the completed questionnaire and interviews with the incumbent(s) and/or supervisor(s) if required. The program evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into subfactors, which provide a standard against which each job is rated to determine its relative worth.

d) **Step 4**

When the JJEC has completed the rating of all jobs, it will provide the results on a Rating Sheet to the Human Resources Associate who will distribute a copy of the Rating Sheet and Job Description to the

incumbent, supervisor, Union and members of the JJEC. A Memorandum of Agreement will be entered into amending Schedule 2 of the Collective Agreement.

5.2 In the application of the job evaluation program, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job ratings of all other jobs rated under the program;
- e) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions;
- f) A JJEC member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.

ARTICLE 6 – JOB EVALUATION APPEAL PROCESS

6.1 It is important that each party maintain accurate job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program.

6.2 Bearing in mind that the employer has the right to change duties and responsibilities of a position, only significant changes to the job will justify a review under the Job Evaluation Appeal Process.

6.3 Job Evaluation Procedures for Disagreement with Rating

Within thirty (30) calendar days of receipt of the result, the following procedure shall apply.

- a) The incumbent(s) and/or the supervisor(s) may request reconsideration of the job rating by completing and submitting a Job Evaluation Appeal Form, stating the reason(s) for disagreeing with the rating of the job.
- a) The incumbent(s) and/or the supervisor(s) may make a presentation to the Committee.
- b) The JJEC shall consider the reconsideration request and make a decision, which shall be final, and binding upon the parties and all employees affected.
- c) The incumbent(s), union and supervisor(s) shall be advised of the decision using the Job Evaluation Appeal Results Form.

ARTICLE 7 – ACTION WHEN EVALUATIONS CHANGE

7.1 A new job description and wage band will replace the existing job description and evaluation.

7.2 The reassignment to the new wage band shall become effective the beginning of the pay period immediately preceding the date the new or changed job duties came into effect.

7.3 If a change in job content results in a lower evaluation and wage band for a job, the incumbent of such job whose existing wage band is higher shall be identified as being “Red-Circled”. They will maintain their current wage rate until such time as their pay is equal to the newly evaluated wage band.

7.4 If a change in job content results in a higher evaluation and wage band for a job, the incumbent of such job whose existing wage band is lower shall have their wage rate increased retroactively to the beginning of the pay period immediately preceding the date new or changed job duties came into effect.

ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS

8.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the two consultants/advisors shall settle the dispute.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this ____ day of _____, 2003.

For the Employer

For the Union

R. Kent Gillespie, Regional Solicitor

Wayne Bailey, Committee Member

Bonnie Zeran, Acting Regional Clerk

Ron Everett, Committee Member

Mitch D. Zamojc, Commissioner Public Works

Robert McGee, Committee Member

Laura Nashman, Commissioner of People, Information and Technology

Fausto Macri, Committee Member

Dianne McCullagh, Committee Member

Bob Snell, Committee Member

Dennis Connelly, Committee Member

Dave Iles, Divisional Vice President CUPE Local 966

Paul Jordison, CUPE National Representative