

COLLECTIVE AGREEMENT

Between

**Client Relationships Division, Integrated Business Support Division, Client and Community
Access Division of the
Human Services Department
of the
Regional Municipality of Peel**

Party of the First Part

Hereinafter Referred to as "**the Employer**"

and

**The Canadian Union of Public Employees
and its Local 966**

Party of the Second Part

Hereinafter Referred to as "**the Union**"

EFFECTIVE DATE: January 1, 2010

EXPIRY DATE: December 31, 2011

 **Region of Peel**

14325 (01)

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, to provide for the prompt and equitable disposition of grievances, to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement, and to encourage efficiency in operations and to promote the equitable treatment and well-being of all employees in the bargaining unit.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01** The Regional Municipality of Peel recognizes the Union as the sole collective bargaining agent for all employees in the Client Relationships Division, Integrated Business Support Division, Client and Community Access Division of the Human Services Department of the Regional Municipality of Peel, save and except those employees excluded by the Integration Letter of Agreements, Supervisors, persons above the rank of Supervisor, Program Support Analyst, Financial Analysts, Senior Financial Analysts, Human Resources Administrative Coordinators and one (1) Administrative Assistant to each Director.

- 2.02** "Employee" means a person hired by the Employer for a position which comes within the bargaining unit described in clause 2.01.

The parties recognize the following categories of employees:

- (a) A regular full-time employee who is regularly scheduled to work for more than 24 hours per week;
- (b) A regular part-time employee who is regularly scheduled to work for 24 hours or less per week;
- (c) A temporary employee who:
 - (i) is hired to replace an absent employee for a specified term not anticipated to exceed six (6) calendar months and who may be employed on either a regular part-time or regular full-time basis as in (a) or (b) above; and,
 - (ii) possesses the qualifications, experience, skill and ability for the position.

During the term of such temporary employment, such employees will be governed by the provisions of this Agreement with the exception of Article 27 and where otherwise expressly stipulated.

It is understood that should employment be continued beyond six (6) calendar months, the employee shall be deemed to be either a regular full-time or regular part-time employee, as the case may be, and shall be governed by all provisions of the Collective Agreement.

- (d) A Caseworker Trainee, who is a regular full-time employee and who is hired to:
 - (i) Complete the training program provided through the Employer; and,

- (ii) Has been hired on the understanding that she/he must possess the requisite qualifications, skills, experience, and ability to enable her/him to fulfil the requirements of a Caseworker position within a period of one (1) calendar year for her/his employment to be continued.

Such employees are governed by the provisions of this Agreement applicable to regular full-time employees unless otherwise specified.

Notwithstanding the foregoing, in the event the employee is unable to fulfil the requirements in (i) and (ii) above and she/he held a position in the bargaining unit prior to her/his assignment as a trainee, she/he shall be returned to a position in the previous classification. Where such assignment results in surplus complement, the provisions of Article 15 shall be applied.

- (e) A bargaining unit employee who is successful in their application for a Caseworker Trainee position and whose normal hourly rate exceeds the Caseworker Trainee hourly rate of pay shall not suffer any loss to their hourly rate of pay during the period of time spent in the Caseworker Trainee position.

2.03 (a) The word "day" as referred to in this Agreement shall mean the working day corresponding to one of the regular working days per week, Monday to Friday inclusive, unless otherwise stipulated and the word "days" shall have a corresponding meaning.

- (b) The word "month" and "year" as referred to in this Agreement shall refer to calendar months and years respectively unless otherwise specified.

2.04 Work of the Bargaining Unit

Non-bargaining unit employees shall not perform work normally done by members of the bargaining unit except in cases of emergency, training, instruction, or where bargaining unit personnel due to insufficient notice of employee absence are not immediately available to perform their normal duties or where client service is jeopardized.

ARTICLE 3 - RELATIONSHIP

3.01 The Employer and the Union agree there will be no discrimination, interference, restraint, coercion exercised or practised by the Employer, the Union, or any of their representatives with respect to any employee because of her/his membership or non-membership in, or her/his connection with the Union or as a result of such employee exercising any of her/his rights under this Collective Agreement.

The parties also agree that they shall not discriminate for any reasons covered by the provisions of the Ontario Human Rights Code.

3.02 Management will not discriminate against any employee who has requested investigation into an alleged grievance and all parties hereto will at all times demonstrate good faith and extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.

3.03 No Other Agreements

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.

3.04 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

3.05 Designation of Supervisors

Prior to, or upon commencement of employment, a newly hired employee shall be advised of the name of the Supervisor to whom they are to report. The employee will be subsequently advised whenever there is a change to the Supervisor to whom they are to regularly report. In the absence of the regular Supervisor, the name of the Acting or Duty Supervisor shall be posted, or otherwise brought to employee's attention.

3.06 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, provided the Area Manager or designate is contacted in advance to facilitate the release of required staff for such purposes.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike and the Employer agrees that there will be no lockout.

The words "strike" and "lock-out" as referred to in this Agreement shall be defined as in the Ontario Labour Relations Act.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 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 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 she/he 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.

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 3.01.

- (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 offices, the schedules of production, 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 6 - COPIES OF AGREEMENT

- 6.01** The Union and the Employer desire every employee to be familiar with the provisions of this agreement and her/his rights and obligations under it. For this reason the Employer shall print, on a 50/50 cost-shared basis with the Union, sufficient copies of the Agreement in booklet form within sixty (60) calendar days of signing.

ARTICLE 7 - UNION SECURITY

- 7.01** The Employer agrees to deduct from the wages of every employee as a condition of continued employment an amount equivalent to the regular monthly Union dues as certified by the Union to be currently in effect.

For newly-hired employees, such deduction shall be effective from the first full month of hire.

The Union shall advise the Employer in writing of the amount to be deducted, together with any revisions to the amount as may occur from time to time.

- 7.02** Monthly dues so deducted will be deposited directly into the named account of the National Union, before the fifteenth (15th) calendar day of the month following that for which the deductions have been made. A list shall be forwarded to the National Union and the Unit Vice President of the Local showing the names of the employees from whom such monthly dues deductions have been made and the amounts thereof.

Prior to the same date stipulated above, the Employer will remit to the Local on a monthly basis a current status list of all employees and their classifications in the bargaining unit which will reflect promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths, other terminations of employment, and leaves of absence which have occurred in the previous month.

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

- 7.03** It is understood and agreed that the Union 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.

- 7.04** The Union, or any of its members, will not hold any meetings on the property of the Employer except with the consent of the said Employer.

ARTICLE 8 - UNION REPRESENTATION

- 8.01** The Employer acknowledges the right of the Union to elect or appoint a Negotiating Committee of six (6) employees to represent the Union. The number of committee members may be increased with mutual agreement.
- 8.02** The Employer shall recognize the Negotiating Committee when notified in writing of the names of the members and shall meet with the Committee when necessary for purposes of negotiations of the terms of this Agreement. Committee members shall not suffer any loss of regular pay or benefits for time involved in negotiation, conciliation, and/or mediation meetings with the Employer.
- 8.03** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the steward represents, in preparing and presenting her/his grievance in accordance with the grievance procedure.
- 8.04** The Employer acknowledges the right of the Union to elect or appoint employees from each location to act as Stewards, one (1) of whom shall act as Chief Steward to assist employees in presenting their grievances to representatives of the Employer. In the event that locations are combined, the number of Stewards shall not be reduced below ten (10).
- 8.05** The Union shall notify the Employer in writing of the name of each Steward and the office(s) she/he represents and the name of the Chief Steward, before the Employer shall be required to recognize her/him.
- 8.06** The Grievance Committee shall be composed of the Unit Vice President or designate, the Chief Steward of the Union and the Steward directly involved with the grievance.
- 8.07** Stewards or members of any Union Committee shall have completed their probationary period before they are eligible to serve.
- 8.08** The Union acknowledges that Stewards and members of Committees have regular duties to perform on behalf of the Employer. If time is requested by the Union or by an employee to discharge those functions specified in the Collective Agreement, such persons will not leave their regular duties without first obtaining approval of their immediate Supervisor. Such approval will not be unreasonably withheld. Time that is requested by the Employer does not require approval of the immediate Supervisor. On resuming their regular duties, such employees will report back to their Supervisor. The time approved will be recorded in the Employer's electronic scheduling system.

All time spent in performing such Union duties, including work performed on various committees shall be without loss of regular pay or benefits.

8.09 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union membership and dues check-off.

8.10 Interviewing Opportunity

Within the first week of employment, the employee's Supervisor shall introduce the new employee to her/his Union Steward. The Steward, or an Officer of the Union, will meet with the employee for a period of up to twenty (20) minutes during regular working hours without loss of pay or benefits for the purpose of acquainting the new employee with the benefits and duties of Union membership and her/his responsibilities and obligations with respect to the Collective Agreement.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence between the parties to this Agreement shall pass to and from the Director of Human Resources of the Regional Municipality of Peel or designate and the Divisional Director, and the President of the Union or designate and the CUPE National Representative, with a copy to the Human Resources Associate for the Division and the Unit Vice President or designate, unless otherwise provided herein.

ARTICLE 10 - DISCIPLINE

10.01 Warning

Whenever the Employer or his authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring her/his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved, with a copy to the Local Union Unit Vice President or designate.

10.02 Discharge and Discipline Procedure

An employee who has completed the probationary period may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of her/his Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer setting out the reason(s) for such discipline or discharge. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

10.03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in her/his former position without loss of seniority. She/he shall be compensated for all time lost in an amount equal to her/his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10.04 Right to Have Steward Present

An employee shall have the right to have her/his Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

10.05 Personnel Records

An employee shall have reasonable access to review her/his personnel record, in the presence of the Supervisor or designate.

An employee may make copies of any material contained in her/his personnel record.

Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period.

ARTICLE 11 - COMPLAINTS AND GRIEVANCES

11.01 If an employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of this Agreement, she/he shall take the matter up orally with her/his immediate Supervisor. The Supervisor will give her/his answer to the complaint within three (3) days after it has been brought to her/his attention. (It is understood that an employee has no grievance until she/he had first given her/his Supervisor an opportunity of adjusting her/his complaint within the three (3) days).

11.02 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 seven (7) 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 the employee's immediate Supervisor. 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 Supervisor shall review the grievance and reply in writing to the Union Steward within three (3) days giving her/his disposition and her/his explanation therefore. A copy of the reply will be provided to the grievor and the Unit Vice President and the Union Chief Steward or designates.

STEP 2

If a settlement has not been reached under Step No. 1, the Steward may within five (5) days of the Supervisor's reply, refer the grievance to the Divisional Director or her/his nominee. The Divisional Director or her/his nominee together with the employee and her/his Supervisor, and her/his Steward, shall meet within five (5) days of reference to the Divisional Director. The Divisional Director or her/his nominee shall give her/his disposition and explanation therefore in writing to the Steward within five (5) days of the date of meeting. A copy of the reply will be provided to the grievor and the Unit Vice President and the Union Chief Steward or designates.

STEP 3

If a settlement has not been reached under Step No. 2, the Steward may refer the grievance to her/his Union Grievance Committee, which may within five (5) days of the Divisional Director's reply refer the grievance to the Director of Human Resources or her/his

nominee. Within eight (8) days or as may otherwise be mutually agreed to, the Director of Human Resources or her/his nominee together with such other representation as may be chosen to represent the Employer shall meet with the grievor, the Steward, the Chief Steward and the Union Unit Vice President or designate to discuss the grievance. At this meeting a full-time representative of the Union may be present, if her/his presence is requested by the Employer or the Union. Written reply to the grievance shall be given to the Union within ten (10) days after such meeting with a copy to the grievor and the Unit Vice President and the Union Chief Steward or designates.

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) days of the reply of the Director of Human Resources or her/his designate refer the grievance to Arbitration in accordance with the provisions contained in Article 12.

- 11.03** Any of the time allowances provided in this Article may be extended by mutual agreement in writing between the Union and the Employer.
- 11.04** Saturday, Sunday, and Paid Holidays shall not be considered as working days in the calculation of time limits within the scope of this Article.
- 11.05** Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.
- 11.06** A claim by an employee that she/he has been discharged from employment without just cause shall be treated as a grievance commencing at Step 3 if a written statement of such grievance, signed and dated by the employee, is filed with the Supervisor within seven (7) days after the employee is discharged. All preliminary steps to the grievance procedure prior to Step 3 will be omitted in such cases.

Such special grievance may be settled by confirming Management's action, or by reinstating 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 an arbitrator.

- 11.07** 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) 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.

- 11.08** While recognizing the value of such discussions as provided in Article 11.01, it is also recognized that if more than one (1) management person is present for discussion with an employee, the employee has the right to have one (1) or more Stewards present, one of whom will act as a note taker. The number of Stewards shall not exceed the number of management representatives.

11.09 Facilities for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer

shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

ARTICLE 12 - ARBITRATION

12.01 Reference to Arbitration

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 Article 11 may be referred to Arbitration, at the written request of either of the parties hereto. The request shall be made by letter addressed to the other party of the Agreement indicating names of Sole Arbitrators or the name of its nominee on an Arbitration Board as the case may be.

12.02 Appointment of Arbitrator

If the request is to use an Arbitration Board, the parties shall provide the name and address of its nominee to the other party. The two nominees shall select an impartial chair.

If the request is to use a Sole Arbitrator, the responding party shall indicate agreement or disagreement with the Arbitrators proposed. Within five (5) days thereafter, if the party disagrees with the choice(s) of Arbitrator, they will propose their choice(s) of an Arbitrator to the other party. If the parties are still in disagreement, the above shall continue for not more than thirty (30) days at which time a request for an appointment of an arbitrator may be made to the Minister of Labour.

12.03 If the party receiving the notice fails to appoint a Sole Arbitrator, or if the two appointees fail to agree upon a chair within thirty (30) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration or Arbitrator shall be final and binding. The Board of Arbitration or Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision inconsistent with the provisions of this Agreement. The Board of Arbitration or Arbitrator 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.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision.

12.06 Expenses of the Arbitration Board or Sole Arbitrator

Each party shall pay:

- a) The fees and expenses of the nominee it appoints.

- b) One-half of the fees and expenses of the Chair or Sole Arbitrator.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

12.08 Attendance at Arbitration

Attendance at arbitration shall be with no loss of pay or benefits for the Grievance Committee, the grievor(s), and such other employee witnesses as are required.

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification of the Union. Seniority shall operate on a bargaining unit-wide basis.

13.02 The Employer shall maintain on its intranet web site a seniority list for regular full-time/part-time employees showing the current classification, the date upon which each seniority employee's service commenced and the employee's date of seniority as defined by this article of the Collective Agreement. The seniority list shall be updated by the second (2nd) Monday of each month. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application.

13.03 A newly hired employee shall be on probation for the first six (6) calendar months of her/his employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as expressly provided elsewhere in this Agreement. It is expressly understood by both parties that during the probationary period an employee may be discharged for cause at any time at the discretion of the Employer subject to the provisions of article 5.01(b). After completion of the probationary period, seniority shall be effective from the date of employment in the bargaining unit.

13.04 Transfer and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without her/his consent.
- (b) An employee who is temporarily awarded a non-union position shall continue to accrue seniority during such temporary assignment to a maximum of nine (9) calendar months.
- (c) An employee who is permanently awarded a non-union position shall forfeit seniority earned in this bargaining unit.
- (d) An employee who is permanently awarded a bargaining unit position with the Region of Peel that is outside of this bargaining unit shall retain her/his seniority accumulated up to the date of leaving this unit but will not accumulate any further seniority. If the employee returns to this bargaining unit through a posting, such return shall not result in the lay-off or bumping of a current bargaining unit person.

13.05 An employee's seniority shall be forfeited and her/his employment shall be deemed to be terminated under the following conditions:

- (a) she/he quits her/his employment or retires;
- (b) she/he is discharged and not reinstated through the grievance procedure;
- (c) she/he has been laid off for a period of twelve (12) calendar months or the period equivalent to her/his length of service, whichever is greater;
- (d) she/he is absent from work without a reasonable explanation for two (2) working days;
- (e) she/he fails to return from lay-off within fifteen (15) days of receiving notice by registered mail to return to work;
- (f) she/he fails to return to work at the expiration of a leave of absence without a reasonable explanation.

ARTICLE 14 - FILLING OF VACANCIES

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

- (a) qualifications, experience, skill, and ability, such criteria not to be established in an arbitrary or discriminatory manner; and,
- (b) seniority.

Where factors set out in (a) above are relatively equal amongst competing applicants, factor (b) shall govern.

Employees who have not passed the probationary period shall not be considered for posted vacancies.

14.02(a) When a temporary vacancy arises due to an employee being on an approved leave of absence, or for any other reason, and which is required to be filled, an employee shall be temporarily assigned, from that location if possible, by the Employer to fill that position using the criteria set out in Article 14.01. Such vacancy shall be filled without posting and assignment shall not exceed sixty (60) days with the exception of the Operational Service Representative where the assignment shall not exceed ninety (90) days. The Employer shall send out a call for interest where operationally feasible.

- (b) When a temporary position becomes a regular full time, it shall be posted.

14.03 All vacancies, including temporary vacancies, which are anticipated to remain vacant for sixty (60) days or longer and that are required to be filled shall be posted on the appropriate bulletin boards, (as designated by the Employer's administration) for a minimum period of seven (7) calendar days. The transfer list will be reviewed first for any employee in the same classification requesting a transfer to an alternate office. In the event such a request is present, those employees will be transferred per the language in Article 14.08 and the resulting vacancy will be posted. Seniority will be

the determining factor where the Employer is in receipt of more than one request for transfer to the same position in the same office.

Employees 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 Human Resources Division within the time limits noted on the Job Posting Notice.

14.04 The posting shall include the nature of the position, the qualifications, required knowledge, education and skills, minimum and maximum job rates applicable for the classification and the initial position location, subject to any reassignment. A copy of the posting will be forwarded to the Unit Vice President or designate.

14.05 A notice shall be electronically sent to all employees advising of the successful applicant(s) with a copy forwarded to the Unit Vice President of the Local Union or designate. Prior to sending such notice, each unsuccessful applicant shall be advised by the Employer, and as soon thereafter as possible, will be afforded the opportunity to meet to outline any shortcomings respecting her/his qualifications for the position.

14.06 The Employer retains the right to fill the vacancy from other sources if bidding employee(s) do not possess the qualifications, experience, skill or ability required for the job or if no employee applications have been received and no requests for transfer have been filed in accordance with Article 14.08.

14.07 Trial Period

The successful internal applicant to a posted vacancy shall be notified as soon as possible following the close of the competition. She/he shall be given a trial period of three (3) months, during which time she/he will receive orientation and training for the position, other than for the position Caseworker Trainee which shall be six (6) months.

The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional upon satisfactory service, the employee shall be confirmed in the position upon completion of the trial period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, she/he shall be returned to her/his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

14.08 A regular full-time/part-time employee who has completed the probationary period and who desires a transfer to a position within the same classification at an alternate work location may register such desire with her/his immediate Supervisor, in writing, and setting out the location(s) to which the employee is requesting transfer. Employees who are offered a transfer and refuse it, will be removed from the transfer list and will be ineligible for a transfer request for six (6) months. Transfers will be granted on the basis of seniority.

(a) All such requests shall be forwarded by the Supervisor to the Divisional Director or her/his designate, who shall compile and update a listing of all such requests on a monthly basis and forward a copy of such list to the Local Union.

(b) Where, after having accommodated the relevant requests for transfer, further

staff transfers are required to meet the workload requirements at a given location, and in the event an insufficient number of employees elect to be transferred, the Employer shall effect such transfers on an inverse seniority basis from amongst those employees within the affected classification at the location(s) whose staffing requirements are deemed to be surplus.

- (c) If two (2) employees in the same classification but in different offices request Transfers to exchange offices, the request will be granted.

ARTICLE 15 - REDUCTION IN COMPLEMENT

15.01 The word "lay-off" as referred to in this Agreement means a period of at least one (1) working day in which work is not assigned.

Should it become necessary for the Employer to reduce staff, the Employer will first solicit voluntary separations from among the classifications affected and shall be granted on the basis of seniority.

In the event of lay-off, temporary and regular employees on probation shall be the first to be laid off within the classification affected provided the remaining persons are qualified to perform the work available.

A temporary employee whose employment continues beyond six (6) calendar months in the classification to which they were initially hired, and whose classification is subsequently affected by a complement reduction in accordance with Article 15 during the first twelve months of employment shall be eligible only to displace a less senior employee in the same classification.

Where the foregoing measures are insufficient to effect the required reduction in complement, regular part-time employees who have attained seniority shall be laid off from the affected classification prior to regular full-time employees in that classification being affected and such lay-off shall be effected on an inverse seniority basis.

A copy of any notice of lay off to an employee will be provided to the Union at the same time.

15.02 Where further reductions in complement are required subsequent to the application of the provisions set out in Article 15.01 above, such reductions shall be implemented by assignment and/or lay-off, and shall be administered as follows for each such complement reduction that is required:

- (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:
 - i) she/he is able to perform the work available; and,
 - ii) she/he 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, she/he shall be assigned to a position in the next lower rated grouping of classifications, provided that:

- i) she/he is able to perform the work available; and,
 - ii) she/he 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 her/his assignment creates an excess to the required complement in the new classification, she/he shall displace the employee in that classification with the least bargaining unit seniority. It is understood that the assignment of a regular part-time employee may only result in the displacement of another regular part-time employee.
- (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 Division.

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

An employee who declines an assignment in the foregoing procedure shall be laid off and placed on recall to their previous classification for a period comparable to their experience within that classification to a maximum of one year.

- (f) In instances of re-call from lay-off, or restoration of complement the inverse of the foregoing procedure shall apply without posting.
- (g) Employees who are laid off shall have their names placed on a recall list and shall be given at least ten (10) days notice of recall.
- (h) In instances of lay-off, the provisions of article 13.05 (c) will apply for recall purposes. In instances of assignment, the employee will hold recall rights to their previous classification for a period of their length of service in the classification, or one (1) year, whichever is greater.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Personal Leave

The Supervisor may grant a leave of absence without pay to an employee for legitimate personal reasons. Except in extenuating circumstances, a request for such leave shall be made in writing stating reasons, at least one (1) month prior to the desired commencement date of the leave. If the Employer grants such leave she/he shall confirm the terms of the leave in writing.

Seniority will continue to accumulate during the full period of leave, and benefits will be maintained only for the first thirty (30) calendar days of such leave.

16.02 Leave of Absence for Union Functions

Upon request by the Union, employees may be granted Union leave of absence by the Employer without pay or loss of seniority upon two (2) weeks notice of the request for leave in writing, provided that no more than two (2) employees may be granted leave from each location.

The Employer shall have the right to place reasonable limits on the number of days granted under this article where the number of days requested would unduly impair the operating capability of the locations affected.

16.03 Leave of Absence for Full-Time Union Duties

At the request of the Union, the Employer may grant either one (1) of the Union president or unit vice-president a leave of absence without pay and without loss of seniority to deal solely with union matters for the duration of her/his term in office. Such leave shall be renewed each year upon request, for a period not exceeding her/his term of office.

16.04 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence from work.

16.05 Pregnancy and Parental Leave

Pregnancy and parental leave of absence shall be administered in accordance with the provision of the Ontario Employment Standards Act, as amended from time to time.

Upon return from pregnancy/parental leave, an employee shall be returned to a position in her/his previous office location.

Seniority shall be retained and accumulated during the above leaves. Benefits shall be paid by the Employer during the pregnancy and parental leaves.

An employee on pregnancy or parental leave as provided under this Agreement, who is in receipt of pregnancy or parental benefits under the Employment Insurance Act shall be paid a supplemental employment benefit. This benefit will be equivalent to the difference between seventy-five (75) percent of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other 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 they are in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks of either pregnancy or parental leave, but not both.

The employee does not have any vested right except to receive payments for the covered leave period.

16.06 Bereavement Leave

- (a) In the event of the death of an employee's spouse, same sex spouse, parent, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild, a regular full-time or part-time employee, provided she/he has completed her/his probationary period, shall be granted a leave of absence of up to a maximum of three (3) consecutive scheduled work days with pay at the employee's regular rate upon proper notification of the Supervisor.
- (b) An employee, provided she/he has completed her/his probationary period, shall be granted a one (1) day leave of absence with pay at her/his regular rate in the event of the death of her/his brother-in-law, sister-in-law, grandparent, or grandparent of the employee's spouse or same sex spouse provided the funeral or memorial service is on a day the employee was scheduled to work.
- (c) Additional leave without pay may be granted at the discretion of the Supervisor.

16.07 Jury Duty or Witness Leave

In the event an employee who has completed her/his probationary period is called for jury duty or subpoenaed as a witness, the Employer shall pay the employee the difference between her/his regular hourly rate of pay for her/his scheduled hours of work and the amount the employee receives as court duty pay (excluding expenses) for each day the employee is required to absent herself/himself from work in order to serve on the jury or attend at Court as a witness provided the employee reports to work when she/he is not required to serve on the jury or attend at Court.

Seniority shall continue to accrue during jury duty or Witness leave.

16.08 Emergency Leave

Up to a maximum of ten (10) unpaid leave days shall be granted per calendar year for emergency leave, as that term is described in *The Ontario Employment Standards Act*.

16.09 Family Medical Leave

The supervisor shall grant up to eight (8) weeks of unpaid Family Medical Leave in accordance with the terms and regulations of *The Ontario Employment Standards Act*, as amended from time to time.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 The following shall not be construed as any guarantee of the minimum or restriction upon the maximum hours of work.

The normal work week shall consist of thirty-five (35) hours per week to be worked in not more than five (5) days of seven (7) hours each day, exclusive of a daily one hour unpaid lunch period to be scheduled between 11:30 a.m. and 2:30 p.m. The normal days of work shall be Monday to Friday inclusive and employees shall normally start work at 8:30 a.m.

Notwithstanding the preceding, the employee's starting and stopping time may be altered (including the unpaid lunch period) providing the alternative starting and stopping times are arranged in advance by mutual agreement of the supervisor and the employee

concerned. Similarly, the employee's work week may be altered to include weekends by mutual agreement. Such arrangements will not be subject to overtime pay except for time worked in excess of seven (7) hours per day (except when the employee's regular daily hours exceed seven (7) hours due to a Compressed Work Week arrangement) or thirty-five (35) hours per week.

- 17.02** When overtime is authorized on Monday to Saturday, employees will be compensated for overtime work in excess of the normal hours per day and/or the normal hours per week at the rate of one and one half (1 ½) times the employee's hourly rate of pay. When overtime is authorized on Sunday, employees will be compensated for overtime at the rate of two (2) times their hourly rate of pay.

It is understood that absence by reason of sickness, injury, vacation, holiday, bereavement, or similar authorized absence shall be deemed to be "time worked" for purposes of determining an employee's entitlement to daily overtime.

- 17.03** No employee shall be required to lay-off in regular hours for the purpose of off-setting or circumventing the application of overtime rates of pay.

- 17.04** Every employee who is called back and required to work in an emergency outside of her/his regular working hours shall be paid a minimum of two (2) hours at the applicable overtime rate, upon authorization of her/his immediate supervisor.

- 17.05** Employees unable to report for work at their regularly scheduled starting time must notify the Employer prior to such time.

The Employer will provide an automated telephone line to operate outside regular working hours to enable employees to advise the Employer of their inability to report for work at their regularly scheduled start time.

The employee shall identify herself/himself, the immediate supervisor, the reason for absence and expected duration, any outstanding work which is required to be addressed in her/his absence, and a telephone number where she/he can be reached. In addition, the employee shall endeavour to contact her/his supervisor during normal working hours on the first day of absence.

- 17.06** Employees reporting for work who have not been advised in advance to the contrary, shall be given work for at least four (4) hours at regular rates, or if no work is available, shall be paid four (4) hours at regular rates in lieu of work.

This obligation shall not prevail when the lack of work is caused due to circumstances beyond the control of the Employer, or when the employee has not kept the Employer advised of her/his address and telephone number.

ARTICLE 18 - BULLETIN BOARDS

- 18.01** The Employer will provide a bulletin board at each of its locations as well as the use of an electronic bulletin board on the Employer's intranet site which shall be exclusively for the posting of notices of Union meetings and any other information as authorized by the Divisional Director or her/his designate. Further, the Unit Vice President or designate may use the company e-mail system to send notices of Union meetings to employees. All notices sent out using the Employer's e-mail system will be copied to the Divisional Director or her/his designate.

18.02 Mailing List

The Employer shall provide the Union with an employee mailing list, as requested, up to a maximum of three (3) times per calendar year.

ARTICLE 19 - TRAVEL ALLOWANCE

19.01 Travel rates paid to an employee using her/his own automobile for the Employer's business shall be paid in accordance with Regional policy as amended periodically. During the life of this agreement, the rates will not be lower than 50 cents per kilometre up to 425km per month and 44 cents per kilometre for any remaining kilometres per month.

All travel shall be calculated from the first day to the last day of each calendar month.

ARTICLE 20 – WORKPLACE SAFETY AND INSURANCE BOARD

20.01 An employee who is prevented from returning to active employment due to an occupational accident and who is entitled to benefits under the provisions of the Workplace Safety and Insurance Act, shall have her/his regular earnings continued by the Employer during the first 15 weeks of such entitlement. Thereafter, the employee's benefits shall be paid by the Workplace Safety and Insurance Board per the Workplace Safety and Insurance Act.

ARTICLE 21 - JOINT MODIFIED WORK COMMITTEE

21.01 The parties agree to use this article as the vehicle to return employees to work as soon as possible after a non-work related injury.

21.02 The parties agree to establish a Joint Modified Work Committee at each location consisting of one (1) employee member and one (1) alternate member from that location selected or appointed by the local Union, the employee's Manager or designate together with the Region's Human Resources Manager responsible for Occupational Health and Safety or appropriate designate, who shall act as Chair.

21.03 The Committee Chair shall act as a resource person to each such Committee and that Committee's liaison with the treating physician, Vocational/Rehabilitation Services, Workplace Safety and Insurance Board and the Region's Insurance Carrier as the case may be.

21.04 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 a work related or non-work related accident or; 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.

- 21.05** The Committee will meet on an as needed basis, and at such other times as may be mutually agreed and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.
- 21.06** 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 Workplace Safety and Insurance Board, and/or the employee's Vocational/Rehabilitation Case Worker and/or the Region's Insurance Carrier.
- 21.07** As much advance notice as possible will be provided by an employee returning to work, to the Supervisor in order to allow the Supervisor sufficient opportunity to coordinate a Joint Modified Work Committee meeting.
- 21.08** 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 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 22 - PAID HOLIDAYS

22.01 The following days will be recognized as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floating Holiday (to be designated by the Employer each year)

and any other day proclaimed as a holiday by the federal, provincial, or the municipal government.

The afternoons of December 24 and December 31 shall be half (1/2) paid holidays.

When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be designated by the Regional Municipality of Peel as a holiday in lieu of the holiday falling on the Saturday or Sunday.

22.02 Regular part-time employees shall receive pay for the holidays specified in Article 22.01 on a pro-rata basis determined in accordance with the following:

- (a) If a paid holiday falls on an employee's regularly scheduled day of work, the employee will receive pay in accordance with her/his hours regularly worked on that day.

- (b) If a paid holiday falls on a day for which the employee is not regularly scheduled, the employee will receive pay based on the employee's average daily working hours over the previous four (4) week period.

22.03 For temporary employees, paid holidays shall be recognized and administered in accordance with the provisions of the Employment Standards Act of the Province of Ontario, as amended from time to time.

22.04 In order to qualify for payment of the above holiday(s) an employee is required to work her/his full scheduled shift immediately preceding and immediately following the holiday except where absence on either or both of the shifts is due to:

- a) verified personal illness or accident; or
- b) approved leave of absence of less than thirty (30) days; or,
- c) excused lateness.

22.05 When any of the above holidays occur during an employee's vacation with pay period, an extra day's vacation is allowed at a time mutually agreeable between the employee and the Supervisor.

22.06 (a) A regular full-time/part-time employee required to work on any of the above paid holidays will be paid at the rate of two times (2x) her/his regular hourly rate for hours worked, in addition to the paid holiday.

(b) A temporary employee required to work on any of the above Statutory holidays will be paid at the rate of one and one-half her/his regular hourly rate for hours worked, in addition to the paid holiday.

22.07 Employees shall be granted up to two (2) days leave with pay annually to attend to religious observance obligations that conflict with their scheduled hours of work as per the Ontario Human Rights Code. A request for religious observance must be made in writing at least thirty (30) calendar days in advance.

ARTICLE 23 - VACATIONS WITH PAY

23.01 Vacations with pay shall be granted to regular full-time employees in accordance with the following schedule:

Continuous Service	Monthly Entitlement	Full-Time Annual Entitlement
0 - 12 months	.83 days	10 days
Beginning of 2nd year to end of 7th year (13-84 months)	1.25 days	15 days
Beginning of 8th year to end of 14th year (85-168 months)	1.67 days	20 days
Beginning of 15th year to end of 24th year (169-288 months)	2.08 days	25 days
From the beginning of the 25th year	2.5 days	30 days

(289 months and on)		
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During the period of approved vacation, the employee's regular salary will continue to be paid in the same manner as if the employee were actively at work.

- 23.02** Where an employee commences employment prior to the fifteenth (15th) day of the month, she/he shall receive credit for that month for purposes of vacation entitlement, and thereafter on the basis of Article 23.05.
- 23.03** Regular part-time employees shall be granted vacation with pay on the basis of the following schedule:

Continuous Service	Monthly Entitlement
0 - 12 months	.83 days/month @ 4% of gross earnings
Beginning of 2nd year to end of 7th year (13-84 months)	1.25 days/month @ 6% of gross earnings
Beginning of 8th year to end of 14th year (85-168 months)	1.67 days/month @ 8% of gross earnings
Beginning of 15th year to end of 24th year (169-288 months)	2.08 days/month @ 10% of gross earnings
From the beginning of the 25th year (289 months and on)	2.5 days/month @ 12% of gross earnings

The number of hours vacation per month to which the employee is entitled is determined by multiplying the employee's applicable vacation factor (e.g. 0.83) by the employee's bi-weekly scheduled hours and dividing the product by ten (10).

Vacation pay shall be at the appropriate percentage and shall be included in the employee's regular pay reflecting vacation earnings payable for that pay period.

- 23.04** Temporary employees shall be paid vacation pay at the rate of four per cent (4%) of their gross earnings which shall be included in the employee's regular pay reflecting vacation earnings payable for that pay period.
- 23.05** For purposes of computing eligibility for vacations with pay, the employee's anniversary date shall be the cut-off date.
- 23.06** Absence from work, except on vacation or on maternity and/or parental leave or due to a work related accident or illness, in excess of thirty (30) calendar days in the vacation year, shall result in a pro-rated loss of vacation.
- 23.07** (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to the scheduled vacation period and which requires the employee to be an in-patient in a Hospital, the period of illness shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.

- (c) Employees will be credited with the appropriate amount of vacation days for any period that they would have been entitled to bereavement leave had they not been on vacation.

23.08 The selection of vacation dates, will, where practical, be granted on the basis of seniority, and will be scheduled with the employee's agreement. The Employer shall determine the number of employees who will be on vacation at any one time.

- (a) Vacation requests for February, and March must be submitted by the employee to her/his supervisor by August 31st of the previous year. Approval of such requests shall be finalized no later than September 15th.
- (b) Vacation requests for April, May, and June must be submitted by the employee to her/his supervisor by November 30th of each year. Approval of such requests shall be finalized no later than December 15th.
- (c) Vacation requests for July, August, and September must be submitted by the employee to her/his supervisor by February 28th of each year. Approval of such requests shall be finalized no later than March 15th.
- (d) Vacation requests for October, November, December and January must be submitted by the employee to her/his supervisor by May 31st of each year. Approval of such requests shall be finalized no later than June 15th.
- (e) Any other vacation requests will be granted subject to the operational staffing requirements of the Employer being met. Such written requests will be considered in priority of their receipt by the supervisor.

23.09 An employee's accumulated vacation entitlement at any point in time shall not exceed the total vacation days earned over eighteen (18) months in the case of employees with less than ten (10) years' service, and twenty-four (24) months in the case of employees with ten (10) years' service or more.

23.10 Where a pay date falls during a regular full-time employee's vacation of more than two week's duration, and where access to personal funds is prohibitive due to out-of-country travel, the employee's vacation pay shall be released prior to vacation upon approval of the Divisional Director if requested by the employee at least three (3) weeks prior to the vacation.

23.11 If an employee's employment is terminated for any reason, she/he is entitled to receive either of:

- (a) Full pay at the employee's current rate for each full day of vacation earned but not taken, including accumulation for the final month of employment, if the date of termination falls from the sixteenth (16th) day to the end of the month; or,
- (b) A percentage of gross earnings in the previous twelve (12) months, based on the length of continuous service, less any days taken of earned vacation entitlement accumulated during the same period, in accordance with the following:
 - (i) Less than two (2) continuous years service - 4% of gross earnings

(ii) Two (2) continuous years service or more but less than eight (8) years' continuous service	-	6% of gross earnings
(iii) Eight (8) year continuous service or more but less than fifteen (15) years' continuous service	-	8% of gross earnings
(iv) Fifteen (15) year continuous service or more but less than twenty-five (25) years continuous service	-	10% of gross earnings
(v) Twenty-five (25) year continuous service or more	-	12% of gross earnings; whichever is greater

23.12 For purposes of this article, continuous service is deemed to include continuous service outside the bargaining unit.

ARTICLE 24 - WAGES

24.01 The Employer shall classify employees in accordance with the following listing of classifications and pay the wage rates applicable thereto in accordance with the attached Wage Schedule forming part of this Agreement.

Operational Service Representative	Band "A"
Administrative Service Representative Electronic Information Representative	Band "B"
Family Support Representative Financial Support Representative Financial Support Representative Recovery Client Service Representative Local System Support Human Services Representative Recreation Coordinator Contracts Coordinator	Band "C"
Caseworker Trainee	
Financial Coordinator Caseworker - Eligibility Review Caseworker – Client Services Caseworker – Payments and Revenues Officer Employment Development Specialist Employment Services Worker Collections and Negotiating Officer Web Content Development Specialist	Band "D"
Business Analyst Caseworker - Family Support	Band "E"

Program Analyst Training and Development Specialist Appeals Specialist Business Applications Systems Analyst Human Services Contract Analyst Policy Analyst	
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24.02 All changes in salary whether the result of promotion, demotion, or attainment of a service anniversary shall be effective the date of such occurrence.

24.03 An employee who is assigned, promoted, or reclassified to another bargaining unit position to which a higher paying salary range applies shall be placed at the step in the new classification which is next higher than her/his previous rate.

An employee who is assigned, promoted, or reclassified to another bargaining unit position to which a lower paying salary range applies shall be placed at the same step in the new classification.

The date of such assignment, promotion, or reclassification shall become the anniversary date for application of the salary progression only. Thereafter, the employee will advance one (1) step on the salary schedule annually corresponding to each subsequently completed year of service in the classification.

24.04 When an employee is temporarily assigned to perform the duties of a bargaining unit position to which a higher maximum salary rate applies, she/he shall receive the greater of either:

- (a) a seven percent (7%) premium in addition to her/his regular hourly rate; or,
- (b) the hourly rate corresponding to Step 1 of the salary schedule applicable to that classification for all time worked in the temporary position.

24.05 When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date of the commencement of the new rate established by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such classifications.

24.06 All employees shall be required to authorize the Employer to deposit the employee's wages directly into the employee's individual bank account.

24.07 Newly hired employees who possess the qualifications to assume the basic duties and responsibilities of a position shall normally be assigned to the Step 1 rate of the wage schedule applicable to that employee's classification.

Previous pertinent experience may be recognized only at the time of initial hire and at the discretion of the Director to the degree of one increment for each one (1) year of previous experience to a maximum of four (4) increments.

- 24.08** An employee who changes status from regular full-time to regular part-time or vice versa in the same classification shall remain at the same step on the salary schedule.
- 24.09** (a) An employee who is temporarily assigned to be in charge of an office unit's members and the needs of the employees in that unit in the absence of the Supervisor shall be paid a premium of five per cent (5%) in addition to her/his regular hourly rate of pay for all such hours assigned. The employee may be required to approve work in the absence of the Supervisor.
- (b) An employee who is temporarily assigned to be a mentor for an employee or a team of employees shall be paid a premium of five per cent (5%) in addition to her/his regular hourly rate of pay for all such hours assigned. The work of the mentor includes supporting the day-to-day development of new or newly assigned employees and may include approval of work normally approved by a Supervisor. All periods of mentorship will be communicated in advance.
- (c) An employee temporarily assigned to in-charge or to be a mentor shall not be vested with authority to dispense disciplinary measures or actions, hire or discharge.

ARTICLE 25 – JOB EVALUATION AND PAY EQUITY

- 25.01** The Employer and the Union agree to maintain a “Joint Job Evaluation Pay Equity Maintenance Committee” (hereinafter referred to as “the Committee”) whose purpose will be to evaluate jobs within the bargaining unit and to establish and maintain pay equity for the employees of the bargaining unit on a total compensation basis as defined by the Pay Equity Act.
- 25.02** The Committee will be comprised of members either elected or appointed by the Union and an equal number of members provided by the Employer. The number of representatives for each the Employer and the Union on the committee will not exceed four (4) voting members.
- 25.03** The Committee will use the agreed upon Job Evaluation tools including the Questionnaire, the Job Evaluation Questionnaire Administration Guide and factor weightings. The Committee shall be supplied with all relevant job documentation, existing job descriptions, job specifications, ratings and evaluation results, where they exist.
- 25.04** No employee shall have her/his wages reduced because of any Pay Equity Program.
- 25.05** Nothing in this agreement shall be interpreted as barring either party to this agreement from engaging consultants/advisors as representatives of either party to the Committee. They shall function as Consultants/Advisors with voice but no vote, and shall not sit as members of the Committee. Either party wishing to have a consultant/advisor present for a Committee meeting shall provide thirty (30) days notice of their intent to invite their consultant/advisor to the meeting.

- 25.06** In the event the Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program the consultants/advisors shall settle the dispute.
- 25.07** Should a disagreement still exist after 25.06 above, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. Documentation provided to the Arbitrator shall include Job Evaluation documents such as job descriptions, job postings, job specifications, the Job Evaluation Questionnaire Administration Guide, and any other pertinent information. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally by both parties.
- 25.08** Should the parties be unable to agree on a single arbitrator within ten (10) working days of either party's notice to arbitrate, the matter shall be forwarded to the Pay Equity Commission for resolution.

The Employer shall release without loss of regular pay or benefits or seniority, the representatives named by the Union to attend sessions of the Committee.

- 25.09** The implementation of any pay equity changes shall be in accordance with the Pay Equity Act of Ontario.

ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE

- 26.01** The parties agree to establish a joint Labour/Management Committee consisting of four (4) members elected or appointed to represent the Union and four (4) members selected by Management to represent the Employer.
- 26.02** The purpose of the Committee will be to discuss operational problems arising out of the terms of the Collective Agreement, for notification of all operational changes that may have an impact on bargaining unit employees, and such other issues deemed by either party to be of mutual interest.

The Committee shall enjoy the full support of both parties in the interests of improved service to the public and the equitable treatment and well being of all employees.

- 26.03** Meetings will be convened as required at a mutually convenient time, but in any event not less frequently than once every two (2) months.

A written agenda shall be presented to the other party at least five (5) working days in advance of the proposed meeting date. Minutes of each meeting of the Committee shall be prepared and signed by a designated Committee member from Management and the Union as promptly as possible after the close of each meeting and shall be distributed to all Committee members.

- 26.04** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede, duplicate or replace the activities or responsibilities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached

in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 The Employer shall pay the full cost of the premiums, except where otherwise noted, of the following insured plans for its regular full-time employees to be administered in accordance with the policies, rules and regulations governing such plans:

- (a) Compulsory life insurance of two (2) times annual basic earnings with a maximum of \$200,000;

Optional life insurance coverage to employees
\$300,000 maximum, spousal \$200,000 maximum, and dependants \$10,000 per child.

All optional life insurance will be 100% employee paid.

- (b) Critical illness insurance – Units of \$10,000 to a maximum of \$100,000 employee paid.

- (c) Compulsory accidental death and dismemberment insurance of two (2) times annual basic earnings;

Optional coverage to a maximum of \$300,000. Optional coverage is 100% employee paid.

- (d) Extended health benefit on a \$10.00 annual deductible for employees, \$10.00 annual deductible for dependents basis, including:

- (i) semi-private hospital accommodation;
- (ii) 100% re-reimbursement of prescription drug costs;
- (iii) vision care coverage of up to \$375.00 in any consecutive 24 month period;

- (e) Effective the first of the month following full ratification of this agreement, compulsory dental plan to be administered in accordance with the O.D.A. fee schedule for the year preceding the current year:

- (i) Basic benefit to provide single or family coverage on a 100% reimbursement basis, fully paid by the Employer;
- (ii) Major restorative benefit to provide single or family coverage on a 50% reimbursement basis, 50% paid by the employee;
- (iii) Orthodontic benefit to provide single or family coverage on a 50% reimbursement basis, per dependent child, to a lifetime maximum of \$2000.00.

The maximum combined benefit available under components (i) and (ii) is \$2,250.00 per person per calendar year.

- (f) The following expenses are reimbursed 100 per cent (subject to the specified maximums). Referral to these services by a licensed physician is not required for reimbursement.

Professional services of the following licensed, certified or registered paramedical Practitioners (when operating within their recognized fields or expertise) up to the levels specified for each practitioner:

- Chiropractor - \$275 for each covered person per benefit plan year*
- Masseur - \$275 for each covered person per benefit plan year
- Naturopath - \$275 for each covered person per benefit plan year
- Chiropodist - \$275 for each covered person per benefit plan year
- Osteopath - \$275 for each covered person per benefit plan year*
- Physiotherapist - \$275 for each covered person per benefit plan year
- Podiatrist - \$275 for each covered person per benefit plan year**
- Psychologist - \$275 for each covered person per benefit plan year
- Speech Therapist - \$275 for each covered person per benefit plan year***
- Audiologist - \$275 for each covered person per benefit plan year
- Social Workers - \$275 for each covered person per benefit plan year
- Dieticians - \$275 for each covered person per benefit plan year
- Occupational Therapists - \$275 for each covered person per benefit plan year

* includes a maximum of \$15 for one x-ray examination ordered by a licensed chiropractor or osteopath

** an additional \$100 per benefit plan year may be paid per covered person for the surgical removal of toenails or the excision of plantar warts.

*** practitioner is “not normally resident in the person’s home.”

Note: Under some circumstances, benefits may not be payable until the government plan, where applicable, has paid its yearly maximum. Where practitioner is charging over and above the government fee schedule, the difference between the government fee and the practitioner charge may be claimed.

Professional services of a Registered Graduate Nurse (RN), only while the patient is not confined to a hospital, up to a maximum of \$15,000 during any period of three consecutive benefit plan years. The RN is not normally resident in the covered person’s home.

Hearing Aids up to a maximum of benefit of \$500 for each covered person every five benefit plan years.

27.02 Any absence of up to, and including, three (3) continuous working days for an illness or non-occupational injury, will be regarded as an incidental absence and the employee will receive her/his regular pay for the duration of such incidental absence.

Any absence for an illness or non-occupational injury in excess of three (3) continuous working days will be covered by the Short-Term disability Plan. Coverage begins on the fourth day of absence and in addition to incidental absence pay.

27.03 Short-Term Disability benefits are applicable for up to fifteen (15) weeks for each separate period of non-occupational illness or disability. Full salary benefits, however, will be limited in any anniversary year, to the number of weeks of entitlement as indicated below. Employees returning to work under modified duties will not receive less than the eligible earnings in conjunction with the number of weeks of entitlement as indicated below.

Benefits provided are based on the employee's length of continuous service and in accordance with the following schedule:

<u>Length of Service</u>	<u>Full Salary</u>	<u>2/3rds Salary</u>
less than 3 months	nil	nil
1 st of the month following 3 months of employment but less than 1 year	nil	15 weeks
1 year but less than 2 years	2 weeks	13 weeks
2 years but less than 3 years	3 weeks	12 weeks
3 years but less than 4 years	4 weeks	11 weeks
4 years but less than 5 years	5 weeks	10 weeks
5 years but less than 6 years	6 weeks	9 weeks
6 years but less than 7 years	7 weeks	8 weeks
7 years but less than 8 years	8 weeks	7 weeks
8 years but less than 9 years	9 weeks	6 weeks
9 years but less than 10 years	10 weeks	5 weeks
10 years but less than 11 years	11 weeks	4 weeks
11 years but less than 12 years	12 weeks	3 weeks
12 years but less than 13 years	13 weeks	2 weeks
13 years but less than 14 years	14 weeks	1 week
14 years or more	15 weeks	Nil

27.04 Benefits are based on an employee's regular earnings and paid through payroll.

27.05 For the purpose of this article, continuous service is deemed to include continuous service outside the bargaining unit.

27.06 Interrupted periods of total disability occurring after the benefit becomes payable are considered a single period if:

- (a) a successive disability is related to the employee's previous disability and it begins within three consecutive months of the date that she/he returned to work.

- (b) a successive disability occurs within one month and total disability is due to an entirely unrelated cause.

27.07 The Employer shall continue to administer for all regular full-time employees the compulsory long-term disability plan in accordance with the policies, rules and regulations governing the plan providing an income of 60% of the employee's annual basic earnings, tax exempt, with premiums to be paid 100% by the employee, to age 65.

27.08 Effective the first of the month following date of ratification, the Employer shall provide the insured benefit plans as set out in Articles 27.01, 27.02, 27.03, 27.04, 27.05, 27.06, 27.09 and 27.13 to regular part-time employees, in accordance with the rules and regulations of the plans held by the insurance companies. Benefits for part-time employees will be paid at a rate of fifty per cent (50%) of full-time benefits.

27.09 All applicable benefits become effective on the 1st of the month following completion of three (3) months' continuous service.

27.10 The Employer agrees to continue in operation the Ontario Municipal Retirement System (OMERS) as outlined in the plan and the Region's by-laws.

27.11 The Employer will continue to remit the legislated payments required by the Ontario Health Tax, and in the event of any legislated changes shall maintain OHIP or its equivalent, 100% Employer paid.

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

- (i) name, residence, or telephone number; or,
- (ii) marital or dependent status, benefit coverage, entitlement of exemption status.

The employee will advise her/his Supervisor immediately where a change is required under (i) above.

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

27.13 The Employer shall pay the premium of adequate insurance to totally cover all employees in the event of any legal action brought against an employee while performing her/his assigned duties for the Employer, such insurance to be administered in accordance with the rules, regulations and policies establishing such plan.

27.14 Early Retiree Benefits

- i) For employees retiring on a reduced or unreduced pension with a minimum of 5 years of service at a minimum age 55, employees may elect the following up to age 65:
 - a) **Life Insurance** 1 x annual salary 50% Employer paid reduced to \$2,500 (Region paid) at age 65
 - b) **Extended Health** 50% Employer paid 80% reimbursement vision care 80% of \$200 every 24 months

- c) **Dental** 50% Employer paid, annual maximum of \$2000 per person, per calendar year.
Basic - 80% reimbursement
Major restorative - 50% reimbursement
Orthodontics - 50% reimbursement up to plan maximums (eligible dependent children only)
- d) **Health Spending Account (HSA)** HSA to pay for medical/dental benefits not covered by the plan and deemed eligible by the Canada Customs and Revenue Agency.

\$750 if both Extended Health and Dental coverage elected.

\$375 if either medical or dental elected

A carry over to the maximum of a two year accrual of the HSA can occur subject to the regulations as established by the Canada Customs and Revenue Agency and the contract between the Region and the Benefit Provider.
- e) **Survivor Benefits** In the event of death of the employee, the spouse may continue benefits until age 65 by continuing to pay the applicable premiums.

27.15 Regular full time employees who have reached age 70 will be entitled to the following benefits:

- (a) Compulsory life insurance coverage of one (1) times basic earnings, reducing to \$2,500 at age 75, to be 100% Employer paid; Optional coverage may be purchased by the employee as outlined in article 27.01 a).
- (b) Compulsory accidental death and dismemberment (AD&D) insurance of one (1) times basic earnings, ending at age 75 to be 100% Employer paid. Optional coverage may be purchased by the employee as outlined in article 27.01 c).
- (c) Extended health benefits as noted in 27.01 d);
- (d) Compulsory dental plan as noted in 27.01 e);
- (e) Compulsory weekly indemnity plan as noted in 27.03.

27.16 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 28 - SUPPLEMENTARY AGREEMENT

28.01 The parties agree to the attached Supplementary Agreement as forming part of this Collective Agreement.

ARTICLE 29 – DURATION

29.01 This Agreement, which supersedes all previous Agreements, will remain in effect from and including January 1, 2010 to December 31, 2011. Notice of amendment or termination may only be given during a period of ninety (90) days preceding December 31, 2011 or any succeeding anniversary date thereof. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect.

Signed at Brampton this 25th day of January, 2011.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Sharon De Freitas
Chief Steward, CUPE Local 966

Leanne Parsons
Supervisor, Employee Relations

Debbie Miller
Member of the Negotiating Committee

Thomas Yoon
Director, Integrated Business Support

Nadeen Francis
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Commissioner, EBS

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CUPE National Representative

Carol Reid
Regional Clerk & Director of Clerk's

WAGE SCHEDULE

Band	Title	Step	2010 Rates Effective 24-Dec-09		2011 Rates Effective 23-Dec-10	
			Annual Salary	Hourly Wage	Annual Salary	Hourly Wage
A	Operational Service Representative	1	\$33,358	\$18.33	\$34,025	\$18.70
		2	\$34,775	\$19.11	\$35,471	\$19.49
		3	\$36,177	\$19.88	\$36,901	\$20.28
		4	\$37,108	\$20.39	\$37,850	\$20.80
		5	\$38,042	\$20.90	\$38,803	\$21.32
		6	\$38,990	\$21.42	\$39,770	\$21.85
		7	\$39,434	\$21.67	\$40,223	\$22.10
B	Administrative Service Representative Electronic Information Representative	1	\$36,271	\$19.93	\$36,996	\$20.33
		2	\$37,837	\$20.79	\$38,594	\$21.21
		3	\$39,396	\$21.65	\$40,184	\$22.08
		4	\$40,431	\$22.21	\$41,240	\$22.66
		5	\$41,453	\$22.78	\$42,282	\$23.23
		6	\$42,546	\$23.38	\$43,397	\$23.84
		7	\$43,019	\$23.64	\$43,879	\$24.11
C	Family Support Representative Financial Support Representative Financial Support Representative Recovery Client Service Representative Local System Support Human Services Representative Recreation Coordinator Contracts Coordinator	1	\$44,062	\$24.21	\$44,943	\$24.69
		2	\$45,964	\$25.25	\$46,883	\$25.76
		3	\$47,886	\$26.31	\$48,844	\$26.84
		4	\$49,137	\$27.00	\$50,120	\$27.54
		5	\$50,405	\$27.70	\$51,413	\$28.25
		6	\$51,673	\$28.39	\$52,706	\$28.96
		7	\$52,337	\$28.76	\$53,384	\$29.33
	Caseworker Trainee		\$44,062	\$24.21	\$44,943	\$24.69
D	Financial Coordinator Caseworker - Eligibility Review Caseworker - Client Services Caseworker - Payments and Revenues Officer Employment Development Specialist Employment Services Worker Collections and Negotiating Officer Web Content Development Specialist	1	\$54,439	\$29.91	\$55,528	\$30.51
		2	\$57,019	\$31.33	\$58,159	\$31.96
		3	\$59,578	\$32.74	\$60,770	\$33.39
		4	\$61,285	\$33.67	\$62,511	\$34.35
		5	\$62,972	\$34.60	\$64,231	\$35.29
		6	\$64,717	\$35.56	\$66,011	\$36.27
		7	\$65,558	\$36.02	\$66,869	\$36.74
E	Business Analyst Caseworker - Family Support Program Analyst Training and Development Specialist Appeals Specialist Business Applications Systems Analyst Human Services Contract Analyst Policy Analyst	1	\$60,127	\$33.04	\$61,330	\$33.70
		2	\$62,975	\$34.60	\$64,235	\$35.29
		3	\$65,801	\$36.15	\$67,117	\$36.88
		4	\$67,687	\$37.19	\$69,041	\$37.93
		5	\$69,551	\$38.21	\$70,942	\$38.98
		6	\$71,479	\$39.27	\$72,909	\$40.06
		7	\$72,411	\$39.79	\$73,859	\$40.58

Between

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and

**The Canadian Union of Public Employees
And its Local 966
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OLRB Ruling

In review of the Union's certification, the Parties wish to clarify the employees excluded from the bargaining unit further to the positions mentioned in the Decision of the Ontario Labour Relations Board dated March 3, 1993 Paragraph 4.

Within the current organizational structure of the Human Services Department the following Divisions report to the Commissioner of Human Services:

Administration/Operations Division
Children's Services Division
Ontario Works Division
Long Term Care (previously Senior's Service) Division

The reporting structure of the Administration/Operations Division requires specific job positions to provide financial support to all Divisions within the Human Services Department.

To provide the Children's Services Division, Ontario Works Division and Long Term Care Division with the proper financial controls established within the Regional Municipality of Peel, the Employer requires employees from the Administration/Operations Division to work independently of each Division to maintain financial records and controls required and forward this information and documentation to the Manager of Administration/Operations, providing each Division the appropriate financial support to operate effectively.

Since the certification of the employees of the Ontario Works Division three positions that report directly to the Administration-Operations Division are not performing duties or responsibilities normally performed within the bargaining unit. They are as follows:

Current Position

Financial Support Officer
Control Clerk
Clerk Typist

The Employer proposes the following changes to reflect the current duties and responsibilities of these positions.

- (i) Change the title of the Administration/Operations Division to Human Services Financial Support Division.
- (ii) Change the name of the current positions as listed:

Current Position

Proposed Position

Financial Support Officer
Control Clerk
Clerk Typist

Financial Support Officer
Finance Clerk
Administration Clerk

It is therefore agreed between the parties that the positions of Financial Support Officer, Finance Clerk and Administration Clerk are excluded from the bargaining unit.

Renewed at Brampton, this 28th day of September, 2010

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Sharon De Freitas
Chief Steward, CUPE Local 966

Leanne Parsons
Supervisor, Employee Relations

Debbie Miller
Member of the Negotiating Committee

Thomas Yoon
Director, Integrated Business Support

Nadeen Francis
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Manager, Integrated Business Support

Katherine Willis
Unit VP, CUPE Local 966

R. Kent Gillespie
Commissioner, EBS

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CUPE National Representative

Carol Reid
Regional Clerk & Director of Clerk's

Appendix "A"

SUPPLEMENTARY AGREEMENT

Between

**The Regional Municipality of Peel
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The parties agree that effective June 21, 1994 the annual performance appraisal used to establish merit pay increases shall be discontinued, and that progression through the salary grid shall be based on continuous service in the classification.

It is further understood that incumbent SSEP employees whose contracts will expire prior to December 31, 1994 are excluded from the bargaining unit. Any such employees whose contracts are subsequently extended, or any newly hired employees are governed by the provisions of this Collective Agreement.

The parties agree that the settlement of the terms of this Collective Agreement are without prejudice or precedent to any position the Union may take with respect to the Employer's compliance in establishing or maintaining pay equity in accordance with The Pay Equity Act.

The parties agree that effective date of ratification, all employees earning less than \$30,000 annually, (LICO) whose current wage/salary rate does not conform to a rate on the schedule attached as Appendix "A", shall be placed at the next highest rate step on the wage/salary schedule.

The parties further agree that effective April 1, 1996, all employees earning \$30,000 annually or more, (NON-LICO) whose current wage/salary rate does not conform to a rate on the schedule attached as Appendix A, shall be placed at the next highest rate step on the wage/salary schedule.

The parties agree that such placement is without prejudice or precedent with respect to any position either party may take before a third party with respect to the definition of Low Income Cut-Off in accordance with the Social Contract Act.

Effective date of ratification, all employees currently classified as Social Service Worker II shall be reclassified as Social Service Worker.

Renew at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

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Steward Meetings

The following is agreed to on a trial basis for the duration of the Collective Agreement, and will be reviewed by both parties throughout this term to evaluate the effectiveness of the meetings.

On an as required basis, however, not more than one (1) meeting per month for up to three and one half (3 1/2) hours per meeting, the Union Stewards, Unit Vice President and Chief Steward shall be authorized to meet to discuss labour relations within the Ontario Works Division.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Sharon De Freitas
Chief Steward, CUPE Local 966

Leanne Parsons
Supervisor, Employee Relations

Debbie Miller
Member of the Negotiating Committee

Thomas Yoon
Director, Integrated Business Support

Nadeen Francis
Member of the Negotiating Committee

Suzanne Whitehouse
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Human Services Transition Project

This confirms the agreement between the parties to coordinate monthly meetings, or as required, with the Manager for the Transition Project, Human Resources Associates, CUPE Unit Vice President, CUPE Chief Steward and two (2) bargaining unit members to discuss the progress of the Human Services restructuring and service integration.

Amended at Brampton, this 22nd day of June, 2010

For the Employer

For the Union

Bruce Goldie
Supervisor, Training and Development

Anna Clarke
Member of Negotiating Committee

Jane Anderson-Renton
Manager, Ontario Works

Michelle Oldham
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Sharon De Freitas
Chief Steward, CUPE Local 966

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Debbie Miller
Member of the Negotiating Committee

Leanne Parsons
Supervisor, Employee Relations

Nadeen Francis
Member of the Negotiating Committee

Thomas Yoon
Director, Integrated Business Support

Katherine Willis
Unit VP, CUPE Local 966

Suzanne Whitehouse

Helen Gibb-Gavel

Manager, Integrated Business Support CUPE National Representative

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Paid Summer Students and Unpaid Co-op Placements

This confirms the agreement between the parties to allow paid Summer Students and unpaid Co-op Placements, from various educational institutions to gain experience within the Client Relationships Division, Integrated Business Support Division and Client and Community Access Division.

The Co-op Placements will learn along side bargaining and non-bargaining employees for the term of their placement which will occur during the school term of September to April.

Summer Students, employed from April to Labour Day will be paid at the Step 1 hourly rate of the Operational Service Representative.

It is understood that Summer Students and Co-op Placements will report directly to a Supervisor. Should a bargaining unit employee be assigned as a student/co-op mentor, the bargaining unit employee will receive a 5% premium for all such hours assigned.

It is understood that employing students will not restrict the posting of permanent vacancies, nor will it result in the loss of hours of work for bargaining unit employees.

Amended at Brampton, this 25th day of January, 2011.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Sharon De Freitas
Chief Steward, CUPE Local 966

Leanne Parsons
Supervisor, Employee Relations

Debbie Miller
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Joint Job Evaluation Committee

In addition to Article 25, the Joint Job Evaluation Committee shall have the authority to review and determine the appropriate tool to evaluate positions.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
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Between

The Regional Municipality of Peel
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Joint Efficiency and Productivity Committee

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.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

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Chief Steward, CUPE Local 966

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Modified Leave

1. Effective thirty (30) days after full ratification of this agreement, the Employer may grant a modified leave to an employee for parenting, elder care, educational or compassionate reasons provided that the Employer can continue to provide the required levels of service. If the Employer grants such leave she/he shall confirm the terms of the leave in writing. The terms of any modified leave can be changed by the mutual agreement of the employee and the Employer. The Employer shall have the right to place reasonable limits on the length of leave granted under this Letter of Agreement where the length of the leave requested would impair the operating capacity of the locations affected. Modified leaves of absence will be granted on the basis that employees on such leave will remain in the same classification and at the same work location.
2. Duration of leaves shall not be for less than a period of two months or exceed a maximum period of two (2) years. Additional leave may be granted upon request at the discretion of the Employer. Seniority shall be retained and accumulated and benefits shall be provided for the above leave as follows:
 - a) An employee on a modified leave whose hours of work will normally be more than twenty-four (24) hours per week will be provided benefits in accordance with Article 27 of this agreement and paid holidays will be provided in accordance with Article 22 of this agreement. An employee on a modified leave whose hours of work will normally be more than twenty-four (24) hours per week will be provided vacation with pay in accordance with 23.01 of this agreement. Employees on a modified leave will not suffer a pro-rated loss of vacation as provided in 23.06 of the Collective Agreement.
 - b) An employee on a modified leave whose hours of work will normally be twenty-four (24) hours per week or less will be provided benefits in accordance with Article 27.08 of this agreement and will receive paid holidays in accordance with Articles 22.02, 22.04, 22.05 and 22.06 of this agreement. An employee on a modified leave whose hours of work will normally be twenty-four (24) hours per week or less will be provided vacation with pay in accordance with Article 23.03 of this agreement.
3. Should either the employee or the Employer wish to cancel any portion of a modified leave such leave will be cancelled upon four (4) weeks written notice by either party. It is agreed and understood that only the employee may cancel a modified leave taken for the purposes of education.
4. Employees on a modified leave of absence shall not be eligible to participate in a Compressed Work Week Arrangement.

5. It is agreed and understood that full time employees on a Modified Leave of Absence shall continue to be considered full time in status for the purposes of Article 15 of this agreement.
6. Upon completion of the modified leave the employee shall return to regular hours and benefits.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

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Chief Steward, CUPE Local 966

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R. Kent Gillespie
Commissioner, EBS

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CUPE National Representative

Carol Reid
Regional Clerk & Director of Clerk's

Letter of Agreement

Between

**The Regional Municipality of Peel
(Client Relationships, Integrated Business Support, Client and Community Access)
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and

**The Canadian Union of Public Employees
And its Local 966
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Grievance Mediation

1. At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Article 11 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3rd party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
2. The parties will establish a list of four (4) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.
3. The mediation session will be attended by maximum of five (5) representatives from the Union and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
4. Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within 60 days of the appointment then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.
5. Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other party at least three (3) days prior to the mediation session. For the purposes of this article, day shall be defined as any day from Monday to Friday inclusive, excluding holidays.
6. Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
7. The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
8. Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

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OHN - LTD Involvement

This confirms the agreement between the parties to have the Employer’s Occupational Health Nurse assist with employee’s long term disability claims in the event their claim is not approved by the benefit carrier. Assistance may include guidance on information Sunlife requires for claim adjudication, counseling etc.

The parties also agree to jointly review the long term disability program and practices and if necessary include representatives of the benefit carrier to assist with such review.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

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OHN – STD Involvement

Whereas, the Employer acknowledges that claims for Weekly Indemnity benefits under Article 27 of the current Collective Agreement are arbitrable; and

Whereas, the Employer and the Union agree that should there be a change, that the Employer considers material, in the language of the Collective Agreement, the manner in which the benefits are administered or the jurisprudence, the Employer may notify the Union that the Employer’s position on this issue has changed. Upon such notice, either party may pursue the matter to arbitration; and

Whereas, the parties wish to establish a protocol to deal with disagreements on the adjudication of claims for Weekly Indemnity/Short Term Disability Benefits.

Therefore the parties hereby agree and acknowledge that by virtue of their signatures, or that of their authorized representatives, to the establishment of the following protocol to resolve such disagreements:

1. An Employee who disagrees with the adjudication decision of the Employer’s Occupational Health Nurse, denying Weekly Indemnity/Short Term Disability benefits shall file a grievance in accordance with Article 11 of the Collective Agreement.
2. The grievance shall be held in abeyance until such time as the following steps have been completed. The parties agree that neither party shall raise an objection on the timeliness of the grievance as a result of following these steps.
3. At the time the grievance is filed, the grievor shall agree to meet with the Human Resources Associate and sign releases allowing the grievor’s medical professional to provide all medical information relevant to the denied claim to the Employer’s Occupational Health and Safety Nurse and to the Union.
4. After reviewing the relevant medical information, the Employer’s Occupational Health and Safety Nurse shall indicate to the Employer’s Manager of Health and Safety and the Union whether she/he agrees with the appeal or not.
5. Should the Employer’s Occupational Health and Safety Nurse agree with the appeal of the claim, the Manager of Health and Safety shall direct the insurance company to pay the claim for the period of time indicated by the Employer’s Occupational Health and Safety Nurse. The decision will be communicated to the grievor and the Union.

6. Should the Employer's Occupational Health and Safety Nurse disagree with the appeal, she/he shall inform the grievor and the Union of her/his findings including the reasons for her/his disagreement. At the request of the Union, the Employer, the Union and the Grievor may meet to discuss the claim for benefits.
7. Should the matter not be resolved at #6 above, the grievor shall agree to attend an Independent Medical Examination (I.M.E.) to determine the extent of the Grievor's disability and their ability to report to work. In advance of the I. M. E., the medical professional shall be provided with a copy of the Job Description and a Physical Demands Analysis for the job. The cost of the I.M.E. shall be fully paid by the Employer. The grievor shall sign the necessary releases allowing the results of the I.M.E. to be shared with the Employer's Occupational Health and Safety Nurse and the Union.
8. Should the grievor still disagree with the determination reached in #7 above, the parties shall schedule a final step grievance meeting in accordance with Article 11 of the Collective Agreement.
9. Should the parties be unable to resolve the matter at the final step grievance meeting the matter shall be referred to Arbitration in accordance with Article 12 of the Collective Agreement.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

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Manager, Ontario Works

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Workload Working Group

This confirms the agreement between the parties to establish a working group to address workload concerns at the Caseworker classification. The objective of this working group will be to identify efficiencies and opportunities for workload improvements. The working groups’ recommendations will be presented to the Commissioner, Human Services and the Union by way of a presentation and/or a written report.

The working group will consist of equal numbers of management and union representation and will be facilitated by an outside facilitator if deemed appropriate by either management or the union.

An agreed upon time frame will be established at the first meeting of the working group, however, it is anticipated that the time frame will not exceed a two (2) month period.

Workload grievances outstanding at this date shall be held in abeyance pending the outcome of the committee’s work.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

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Early Retiree Benefits

This confirms the agreement between the parties that any enhancements to Early Retiree Benefits will be implemented across the Region of Peel and deemed to be included in the current collective agreement.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

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Internal Supports Division

This confirms the agreement between the parties regarding current Ontario Works employees moving to the Internal Supports (IS) Division:

To fill non-management positions in the IS Division two processes will be followed;

- 1) where an entire classification of employees is required in the IS Division, the entire group will be transferred, and
- 2) where only a portion of the employees within a classification are required in the IS Division, the Employer will do a call for interest within the affected classification for volunteers; but should there not be sufficient volunteers, employees will be assigned by inverse seniority.

Individuals from the Ontario Works bargaining unit who transfer, or are transferred into the IS Division will continue to have the terms and conditions of their employment covered by the existing collective agreement between Ontario Works and CUPE.

In the event that CUPE ends up representing the non-management employees in the IS Division the Employer would propose the following in addition to amending the recognition clause of the current collective agreement between Ontario Works and CUPE to include the IS Division:

- Any new classifications resulting from the co-mingling of union and non-union functions will be dealt with through the “new classification” language in the collective agreement at Article 24.05 (current); and
- Issues such as blending of seniority, placement on wage scales, red-circling and so on be referred not to the Ontario Labour Relations Board but rather to the mediation services of Gerry Lee.

In the event that CUPE does not end up representing the IS Division or certain classifications, all current OW members will be entitled to the lay-off provisions of the Collective Agreement.

This agreement is without prejudice to any position the parties take at the Ontario Labour Relations Board.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

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Eligible Expenses for Prescription Drugs

It is understood that for the life of this collective agreement, the Region of Peel honours its contract with the Region’s benefit carrier for eligible expenses for prescription drugs as defined in Section 8 of the Region’s contract with Sunlife (contract number 25038) as well as the provisions regarding ineligible expenses also noted in section 8. This agreement will end upon the expiration of the collective agreement.

Section 8 of the Sunlife contract entitled “Medicare Supplement Benefit Provision” follows:

8. MEDICARE SUPPLEMENT BENEFIT PROVISION

For Ontario Works

ELIGIBLE EXPENSES

Eligible Expenses are charges for the following services or supplies which are medically necessary in relation to the nature and severity of the Illness.

Prescription Drug Benefit

Drug or supplies must be prescribed by a Doctor or Dentist and dispensed by a licensed pharmacist.

Certain drugs prescribed by other qualified health professionals will be covered the same way as if drugs were prescribed by a Doctor or a Dentist if the applicable provincial legislation permits them to prescribe those drugs.

For Ontario Works

Subject to Ineligible Expenses, charges for medication listed in the Federal or Provincial Drug Schedules which bears a Drug Identification Number (DIN) and which requires a prescription. Injectable drugs, injectable vitamins, insulins, and allergy extracts bearing a DIN. Extemporaneous preparations and compounds, of which at least one ingredient is an eligible drug under this benefit provision. All disposable needles (including disposable needles for reusable insulin delivery devices), syringes, lancets and chemical reagent testing materials used for monitoring diabetes. Non-prescription drugs with a DIN prescribed by a Doctor in the treatment of certain chronic conditions. Drugs for the treatment of infertility, which require a

prescription. Drugs for the treatment of erectile dysfunction, when prescribed in writing by a Doctor, up to a maximum of \$1,200 per person in a benefit year.

For Ontario Works, smoking cessation products available only when prescribed in writing by a Doctor, up to a lifetime maximum of \$500 for each person.

Ineligible Expenses

Payment is not made for

1. atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment, reusable insulin delivery devices, delivery or extension devices for inhaled medications, spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages, or supplies and accessories for any of the above.
2. oral vitamins, minerals, dietary supplements, infant formulas or injectable total parenteral nutrition (TPN) solutions, whether or not such items are prescribed for medical reasons, except where Federal or Provincial law requires a prescription for their sale.
3. diaphragms, condoms, contraceptive jellies/foams/sponges/suppositories, intrauterine devices (IUD'S), contraceptive implants, or appliances normally used for contraception, whether or not such items are prescribed for medical reasons.
4. proprietary medicines bearing a GP (general product) number, as defined in Class 10 of the Food and Drug Act, Canada, or homeopathic preparations.
5. prescriptions dispensed by a Doctor, clinic, Dentist or in any non-accredited hospital pharmacy, or for treatment as an in-patient or out-patient in any hospital, including emergency status drugs and investigational status drugs, unless otherwise approved by Sunlife.
6. any preventative immunization vaccine or toxoid.
7. any allergy extract compounded in a lab and not bearing a DIN.
8. items deemed cosmetic, such as topical minoxidil or sunscreens (including those requiring a prescription), whether or not such items are prescribed for medical reasons.
9. any medication which the person is eligible to receive under the provisions of the Pharmacare Plan or any Government Plan in the person's Province of residence.
10. muscle relaxants which do not require a prescription.

Renewed at Brampton, this 28th day of September, 2010.

For the Employer

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Compressed Work Week Arrangements

This confirms the agreement between the parties for employees to participate in a compressed work week arrangement upon the approval of their Supervisor.

Principles:

Compressed work week arrangements are intended to support work/life balance, allowing employees to schedule personal appointments (e.g. medical, dental, legal appointments, school meetings, etc.) on the compressed day.

Compressed work week arrangements must not negatively impact the level or cost of services delivered or the work of other classifications.

Compressed work week participation may be denied, cancelled or altered at Management’s discretion.

Details:

New full time employees who have completed their six (6) month probation period may be eligible to participate in a compressed work week arrangement and may begin time accrual at that time.

Employees on an approved Customized Leave, part-time employees and/or employees on a time reduced medical accommodation shall not be eligible to participate in a compressed work week arrangement.

Compressed work week arrangements are limited to working the equivalent of fifteen (15) days in fourteen (14) days and taking the fifteenth (15th) day off.

Unless scheduled otherwise, all employees will work the core hours of 8:30am to 4:30pm Monday to Friday. Compressed time may be accrued in increments of five (5) minutes between the hours of 7:00am and 7:00pm. A daily maximum of one hundred and twenty (120) minutes can be accrued. No more than five (5) consecutive hours can be worked without a half (½) hour unpaid meal break.

Maximum accrual time in any compressed cycle will be capped at fourteen (14) hours. The additional seven (7) hours of time must be taken as a compressed day in the next compressed cycle.

A compressed day may be rescheduled due to operational demands, or at the request of the employee with the agreement of the Supervisor. Compressed work week arrangements may be cancelled at any time at the discretion of the employee.

With appropriate notice, participation in a compressed work week arrangement may be cancelled in situations where the Supervisor has determined that:

- Performance concerns exist
- Service to the client/customer/citizen is negatively impacted
- Operational demands do not accommodate such arrangements
- The participant is unable to maintain availability for work.

Participants may carry forward a negative balance of up to 3.5 hours into the next cycle with Supervisory approval. The negative balance must be made up in the next cycle.

If it is not possible for the employee to accumulate the necessary time to take the compressed day, she/he may choose to forego that compressed day and carry over any accrued time to the next cycle with Supervisory approval.

Compressed records must be completed by the employee in a timely manner and submitted every two (2) cycles.

Employees must ensure work coverage by an alternate employee during their absence.

Signed at Brampton, this 25th day of January, 2011.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
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Off-Site Work Arrangement

A. PURPOSE

This policy provides a structure that will permit eligible employees to work off-site from their designated workplace. The Off-site Work Arrangement would include working from home on a regular basis, or at other Regional facilities and other appropriate sites.

B. GENERAL

When working off-site employees must be available to communicate with their work unit during the core working hours (9:30 to 11:30am and 1:30 to 3:30pm). The employee is responsible for maintaining effective communication and workflow with clients, co-workers and their supervisor (including checking of office voice mail and email as applicable).

C. SCOPE

Full-time employees who have successfully completed their six (6) month probationary period or current employees who have worked at least three (3) months in their current classification are eligible to participate in an Off-site Work Arrangement. Employees on time reduced medical accommodation shall not be eligible to participate in an off-site work arrangement.

D. POLICY

1. Ongoing Off-Site Work Arrangements

(a) Ongoing Off-Site Work Arrangements is not an entitlement and will only be considered:

- (i) where working off-site will not negatively impact client/customer/citizen service and the ability of the employee's co-workers to perform their duties, and is operationally feasible;
- (ii) when the employee's work can reasonably be done off-site;
- (iii) where the employee has demonstrated that they are self-motivated, self-disciplined, can work independently, are able to manage distractions and have the ability to meet deadlines;

- (iv) when the overall quality and productivity of work is maintained at acceptable levels, as determined by the immediate supervisor.
- (b) New Off-Site Work Arrangements will commence for a set trial period as agreed to by the supervisor and employee in order to assess whether the employee's duties can be appropriately completed off-site. The length of such trial periods shall be at the discretion of the supervisor, but shall be a minimum of three (3) months and a maximum of six (6) months. Upon successful completion of the trial period, the arrangement may continue on an ongoing basis in accordance with this policy.
- (c) Arrangements are based on a maximum of three (3) days per week off-site with the remaining two (2) days spent at their normal workplace.
- (d) All Off-Site Work Arrangements including scheduling the days working off-site or the required hours of work will be mutually agreed upon by the employee and their direct supervisor, and shall require second removed approval.
- (e) The agreed terms of the Off-Site Work Arrangement shall be summarized in the Off-Site Work Agreement.
- (f) Where there is a need for the employee to attend the workplace on a day pre-scheduled as an off-site work day, the employee will be required to work at the office that day. Such a requirement will be at the discretion of the direct supervisor who will provide as much notice as possible.
- (h) Employees with Off-Site Work Arrangements are required to provide their supervisor with a description, in writing, of their work-space. The work-space shall be a designated space with furnishings that are ergonomically correct and appropriate to the nature of work. A video on how to set up an office in an ergonomically acceptable way is available for viewing. Participants agree to allow a Health and Safety Associate to inspect the work-space location if necessary, provided such visits are arranged in advance. Costs associated in preparing the work-space, are the responsibility of the employee (installation of telephone lines, electrical upgrades, appropriate internet connections, etc).
- (i) All telephone costs for making or returning business calls during the work day shall be the responsibility of the employee. Employees are encouraged to utilize a call block feature (dial *67) in advance of returning calls to locations other than their work location so as to block their home phone number
- (j) Employees participating in an Off-Site Work Arrangement must make appropriate dependent care arrangements and must manage their personal responsibilities in a way that allows them to successfully meet their job responsibilities.
- (l) Advance approval from the direct supervisor is required to attend personal appointments during work hours on off-site work days.
- (m) Employees will communicate with the office and respond to their voice mail and e-mail messages as per the Corporate Service Standards.
- (n) Where required, employees will notify co-workers and/or clients of the off-site work arrangements and ensure the necessary coverage is available to address immediate in-office business requirements.

- (o) Business meetings can occur at an off-site workplace with the exception of an employee's home office. These business meetings will be scheduled at the original work-space or via teleconference.
- (p) Performance expectations should be incorporated into the employee's regular performance management plan. Expectations should be specific and focused on measurable results. Performance expectations should not change because of where the work is being performed.
- (q) Except where a department has reduced or changed its office space allotment for an Off-Site Work arrangement, such arrangements can be cancelled at the discretion of the employee, in consultation with their supervisor.
- (r) As outlined in an Off-site Workplace Agreement, with 2 weeks notice, a supervisor can cancel an Off-Site Work Arrangement:
 - (i) in situations where participation is impacting the employee's performance;
 - (ii) where there is need for the employee's performance to improve for reasons other than their work location;
 - (iii) in situations where service to the client/customer/citizen can no longer be provided;
 - (iv) in situations where operational demands of the department or division can no longer accommodate such arrangements;
 - (v) employees are covered for work-related illnesses or injuries arising out of and in the course of employment provided they occur in the designated off-site work space. Employees must immediately report any work related injuries or illness to their supervisor. Employees may be required to grant access to their premises from such authorities as the Ministry of Labour or the Workplace Safety and Insurance Board (WSIB).
- (s) An employee participating in an off-site work arrangement using a home office, the employee is required to carry a minimum of \$1,000,000 of general liability insurance and inform the insurance company that he/she is working from home; any additional costs are the responsibility of the employee. The Region's insurance covers loss of or damage to equipment provided by the Region. The Region's insurance coverage does not cover equipment owned by the employee. The Region will not be liable for loss or damage to the Region's property where the employee has failed to take reasonable precautions to secure and protect Regional property.

E. RESPONSIBILITIES

1. The employee shall:

- a) discuss and seek the approval of the direct supervisor for an Off-Site Work Arrangement;
- b) ensure regular contact with the office while working off-site;
- c) ensure appropriate connections to the internet;
- d) ensure an ergonomically appropriate workspace is available for this Off-Site Work Arrangement;
- e) if applicable, arrange dependent care to ensure work can be completed without interruptions; and

- f) review and understand all applicable policies (HR, Health and Safety and I&T policies)

2. The supervisor shall:

- a) review and authorize requests and agreements if appropriate;
- b) ensure that an appropriate trial period is completed for ongoing Off-Site Work Arrangements and ensure that such arrangements do not negatively impact on required service levels;
- c) confirm the details, changes or discontinuation of all ongoing Off-Site Work Arrangements with the employee in writing;
- d) where available and approved, ensure that all corporate costs for off-site work arrangements (e.g., CAFE, laptop, office supplies, etc.) are provided;
- e) prepare the formal agreement.

Signed at Brampton, this 25th day of January, 2011.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Sharon De Freitas
Chief Steward, CUPE Local 966

Leanne Parsons
Supervisor, Employee Relations

Debbie Miller
Member of the Negotiating Committee

Thomas Yoon
Director, Integrated Business Support

Nadeen Francis
Member of the Negotiating Committee

Suzanne Whitehouse
Manager, Integrated Business Support

Katherine Willis
Unit VP, CUPE Local 966

R. Kent Gillespie
Commissioner, EBS

Helen Gibb-Gavel
CUPE National Representative

Carol Reid
Regional Clerk & Director of Clerk's

Letter of Agreement

Between

Ontario Works Division including the Human Services Reception and Resource Centre, of the Human Services Department of the Regional Municipality of Peel (Hereinafter referred to as "the Employer")

and

The Canadian Union of Public Employees and its Local 966 (Hereinafter referred to as the "Union")

WITHOUT PRECEDENT

WITHOUT PREJUDICE

WHEREAS The Regional Municipality of Peel re-structured the corporation on or about June 1, 2007 and that resulted in the formation of the Human Services Department.

NOW THEREFORE the parties agree and say as follows:

The existing Integrated Business Support Division Letter of Agreement dated November 17, 2008 remains in full effect. The parties agree that all positions and employees in the Human Services Reception and Resource Centre are included in the CUPE Local 966 Ontario Works collective agreement effective ten (10) business days from June 23, 2009 except as may be described in Appendix A of this document.

Any current non-bargaining unit (NBU) employee that will move to the Human Services Reception and Resource Centre, may elect to remain excluded from the CUPE 966 Bargaining Unit (BU) by signing the attached document – Appendix B – by no later than July 7, 2009, which is ten (10) business days from the date Human Services fully integrated services at the Human Services Reception and Resource Centre. Should any current NBU employee not complete the Appendix B document within the above time period, such employee shall be included in the BU.

The terms and conditions of the Region of Peel, Ontario Works and CUPE Local 966 Collective Agreement shall apply to all Human Services Reception and Resource Centre employees, save and except those listed in Appendix A and those affected NBU employees who elect to remain excluded from the Union pursuant to this agreement.

If required, the parties agree to form a committee to assist with employees who are impacted under Article 14.07, Trial Period language. The employer commits to find alternate employment for any employee who wishes to utilize this article within the agreed to three (3) month time frame referenced in Article 14.07.

The parties also agree that any future agreements of a similar nature, a thirty (30) business day time frame will be given for NBU employees to elect to remain excluded from the bargaining unit and amendments will then need to be made to the recognition clause to capture those changes. All other terms and conditions of this letter of agreement will apply to these future agreements.

Furthermore, the parties agree to the following terms:

Pay

1. Pay rates for current NBU staff who do not elect to remain excluded from the Union will start at step one, or the next highest pay step in the current collective agreement than their current salary, whichever is greater. If their NBU pay is above the top of the band comparable to the job classification in the collective agreement they will be gold circled until completion of the next round of collective bargaining or until their job is re-evaluated. *(For clarity, gold circling allows the negotiated wage increase each year for the life of the collective agreement)*
2. NBU employees electing to remain excluded will continue to be paid according to Region of Peel NBU salary policies and procedures.

Seniority

1. NBU employees who elect to join the Union prior to the ten (10) business day time frame of July 7, 2009 will have their date of hire recognized as their seniority date and such date shall be dovetailed with the existing seniority list.
2. Any NBU employee who elects to join the Union after July 7, 2009 may do so at any point in time by notifying the Union and the Employer in writing. However, the above provisions with respect to seniority shall not apply. For pay purposes, if applicable, employees will be gold circled until completion of the next round of collective bargaining or until their job is re-evaluated. For clarity, for seniority purposes; employees seniority will be the date they join the BU. For vacation and benefit purposes these employees will continue to use their current entitlement dates (i.e. no loss of vacation or benefit entitlement).
3. Employees who elect to join the union shall receive benefits in accordance with Article 27 of the Collective Agreement which will become effective the first of the month following the month the employee elects to join the union. In the interim they will continue to receive benefits under the NBU plan.
4. Vacation entitlements and approvals for BU employees will not be negatively impacted by the inclusion of NBU employees.

Vacancies

1. An employee who has NBU status pursuant to this agreement and is temporarily absent from his/her position for 9 months or less, is working in a NBU position and returns to their previous position, will retain their NBU status in the position they left. The exception to this would be employees on pregnancy and parental leave and medical leave (WSIB, STD, LTD) who would retain this right for the duration of the leave.
2. All NBU employees who elect not to join the Union will remain NBU until such time as they vacate their position within the Human Services Reception and Resource Centre on a permanent basis, at which time if the Employer deems it necessary to fill the vacant position it will be posted as a BU position in accordance with Article 14 of the current Collective Agreement.

Furthermore, the parties agree to the following terms:

Pay

1. Pay rates for current NBU staff who do not elect to remain excluded from the Union will start at step one, or the next highest pay step in the current collective agreement than their current salary, whichever is greater. If their NBU pay is above the top of the band comparable to the job classification in the collective agreement they will be gold circled until completion of the next round of collective bargaining or until their job is re-evaluated. *(For clarity, gold circling allows the negotiated wage increase each year for the life of the collective agreement)*
2. NBU employees electing to remain excluded will continue to be paid according to Region of Peel NBU salary policies and procedures.

Seniority

1. NBU employees who elect to join the Union prior to the ten (10) business day time frame of July 7, 2009 will have their date of hire recognized as their seniority date and such date shall be dovetailed with the existing seniority list.
2. Any NBU employee who elects to join the Union after July 7, 2009 may do so at any point in time by notifying the Union and the Employer in writing. However, the above provisions with respect to seniority shall not apply. For pay purposes, if applicable, employees will be gold circled until completion of the next round of collective bargaining or until their job is re-evaluated. For clarity, for seniority purposes; employees seniority will be the date they join the BU. For vacation and benefit purposes these employees will continue to use their current entitlement dates (i.e. no loss of vacation or benefit entitlement).
3. Employees who elect to join the union shall receive benefits in accordance with Article 27 of the Collective Agreement which will become effective the first of the month following the month the employee elects to join the union. In the interim they will continue to receive benefits under the NBU plan.
4. Vacation entitlements and approvals for BU employees will not be negatively impacted by the inclusion of NBU employees.

Vacancies

1. An employee who has NBU status pursuant to this agreement and is temporarily absent from his/her position for 9 months or less, is working in a NBU position and returns to their previous position, will retain their NBU status in the position they left. The exception to this would be employees on pregnancy and parental leave and medical leave (WSIB, STD, LTD) who would retain this right for the duration of the leave.
2. All NBU employees who elect not to join the Union will remain NBU until such time as they vacate their position within the Human Services Reception and Resource Centre on a permanent basis, at which time if the Employer deems it necessary to fill the vacant position it will be posted as a BU position in accordance with Article 14 of the current Collective Agreement.

3. The employer agrees to provide the union twice a year, or as requested, the status of employees noted in Appendix B.

The parties agree to have a joint meeting with all affected employees. The parties also agree that the Union will be given the ability to meet with affected employees separately following the joint meeting on employer paid time per the provisions of Article 8.10.

Any issues arising out of this agreement which may include but not be limited to blending of seniority, placement on wage scales, gold-circling and so on that have been grieved and have gone through the grievance procedure, be referred not to the Ontario Labour Relations Board but rather to the mediation services of Gerry Lee for resolution.

Appendix A

The Human Services Reception and Resource Centre recognizes the Union as the sole bargaining agent for all current unionized positions in the Human Services Reception and Resource Centre. It is understood that the recognition clause in the existing collective agreement between the Employer and the Union will be amended to recognize this agreement as follows:

The recognition clause (article 2.01) will read:

2.01 The Regional Municipality of Peel recognizes the Union as the sole collective bargaining agent for all employees in the Ontario Works Division of the Human Services Department of the Regional Municipality of Peel, save and except Supervisors, persons above the rank of Supervisor and Secretary to the Director.

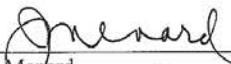
The Regional Municipality of Peel recognizes the Union as the sole collective bargaining agent for all employees in the Integrated Business Support Division of the Human Services Department of the Regional Municipality of Peel, save and except those employees excluded by the Letter of Agreement dated November 17, 2008, and Supervisors, persons above the rank of Supervisor, Project Managers, Financial Analysts, Human Resources Administrative Coordinators, and Administrative Assistant to the Director.

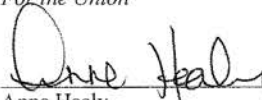
The Regional Municipality of Peel recognizes the Union as the sole collective bargaining agent for all employees in the Human Services Reception and Resource Centre of the Human Services Department of the Regional Municipality of Peel, save and except those employees excluded by the Letter of Agreement dated June 23, 2009, Supervisors, persons above the rank of Supervisor and Administrative Assistant to the Director.


Dated at Brampton, this 21 day of September, 2009.

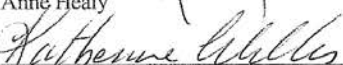
For the Employer

For the Union

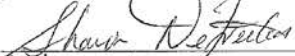

Janet Mcnard

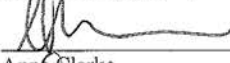

Anne Healy


Stella Damos-Papaconstantinou


Katherine Willis


Bruce Goldie


Sharon De Freitas


Anna Clarke


Debbie Miller

Appendix B

ELECTION TO REMAIN EXCLUDED FROM THE BARGAINING UNIT

Date: _____

To: Bruce Goldie
Supervisor, Employee Relations
Regional Municipality of Peel
21 Coventry Road
Brampton, ON
L6T 4V7

Anne Healy
CUPE National Representative
CUPE Peel Area Office
5805 Whittle Road, Suite 101
Mississauga, Ontario
L4Z 2J1

Re: Election

I am electing to remain excluded from the bargaining unit.

I understand that this is a one-time election and that after July 7, 2009 any NBU employee who elects to join the Union may do so at any point in time by notifying the Union and the Employer in writing. However, the agreed to provisions with respect to seniority and pay scales will differ and apply as follows:

Any affected NBU employee who elects to join the Union after July 7, 2009 the provisions with respect to seniority shall not apply. For clarity, for seniority purposes; employees seniority will be the date they join the BU. For pay purposes, if applicable, employees will be gold circled until completion of the next round of collective bargaining or until their job is re-evaluated. For vacation and benefit purposes, these employees will continue to use their current entitlement dates (i.e. no loss of vacation or benefit entitlement) but will join the BU benefit plan.

Employee Signature

Employee Name

Employee Number

PLEASE RETURN NO LATER THAN July 7, 2009

Renewed at Brampton, this 25th day of January, 2011.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Sharon De Freitas
Chief Steward, CUPE Local 966

Leanne Parsons
Supervisor, Employee Relations

Debbie Miller
Member of the Negotiating Committee

Thomas Yoon
Director, Integrated Business Support

Nadeen Francis
Member of the Negotiating Committee

Suzanne Whitehouse
Manager, Integrated Business Support

Katherine Willis
Unit VP, CUPE Local 966

R. Kent Gillespie
Commissioner, EBS

Helen Gibb-Gavel
CUPE National Representative

Carol Reid
Regional Clerk & Director of Clerk's

Letter of Agreement

Between

**The Regional Municipality of Peel
(Client Relationships Division, Integrated Business Support Division, Client and
Community Access Division)
(Hereinafter referred to as “the Employer”)**

and

**The Canadian Union of Public Employees
And its Local 966
(Hereinafter referred to as “the union”)**

Deferred Salary Plan

This letter will confirm the understanding reached between the Parties.

1. The employer will research the feasibility of a Deferred Salary Plan and present its findings to the Executive Management Team (EMT) at the Region of Peel.
2. Should the concept be approved, Corporate Human Resources will develop and implement a Deferred Salary Plan.
3. Once the Deferred Salary Plan is established, Ontario Works (CUPE 966) will be offered a pilot for approximately five (5) years.

Agreed to at Brampton, this 28th day of September, 2010.

For the Employer

For the Union

Jane Anderson-Renton
Manager, Ontario Works

Anna Clarke
Member of Negotiating Committee

Juliet Jackson
Director, CCA

Michelle Oldham
Member of Negotiating Committee

Stella Danos-Papaconstantinou
Acting Director of Ontario Works

Sharon De Freitas
Chief Steward, CUPE Local 966

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CUPE National Representative

Carol Reid
Regional Clerk & Director of Clerk's