

COLLECTIVE AGREEMENT

Between

**The Regional Municipality of Peel
(Hereinafter referred to as “the Employer”)**

and

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

EFFECTIVE DATE: FEBRUARY 1, 2023

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ARTICLE 1 – PURPOSE OF AGREEMENT

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

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the Union as the sole collective bargaining agent for all employees, of the Regional Municipality of Peel including regular part-time employees working in the Waste Management Division (as per schedule 3) engaged in the Public Works Department of the Regional Municipality of Peel, save and except Forepersons, those above the ranks of Foreperson and office, clerical, technical and inspection staff, parts helpers, students employed during school vacation period or engaged on semester period and employees for which any trade union holds bargaining rights.
- 2.02** The term "employee" or "employees" as used in this Collective Agreement refers to persons covered by Article 2.01 of this Agreement.
- 2.03** Employees excluded as per Article 2.01 above, other than students, shall not do any work on jobs normally done by employees covered by this Agreement except for the purposes of instruction, experimenting, emergencies or when an employee who normally does the work is not readily available.

For the purposes of interpretation, whenever gender is used in this Agreement, it shall be deemed to include all genders, and similarly, the singular shall include the plural and vice versa, as applicable.

ARTICLE 3 – MANAGEMENT'S RIGHTS

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

ARTICLE 4 – RELATIONSHIP

- 4.01** The Employer agrees there will be no discrimination, interference, restraint, coercion exercised or practiced by the Employer or any of its representatives with respect to any employee because of

the employee's membership in, or the employee's connection with the Union or as a result of such employee exercising any of the employee's rights under this Collective Agreement.

- 4.02** The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Employer or by any of its members or representatives.
- 4.03** The parties also agree that they shall not discriminate for any reasons covered by the provisions of the Ontario Human Rights Code.
- 4.04** No employee shall enter into, or be required or permitted by the Employer to enter into a written or verbal agreement which conflicts with the terms of this Collective Agreement.

ARTICLE 5 – UNION SECURITY

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

ARTICLE 6 – NO STRIKES OR LOCKOUTS

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

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

ARTICLE 7 – NEGOTIATING COMMITTEE

- 7.01** The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee and will recognize up to five (5) members of the Union, together with the Unit Vice-President of the local Union or designate, and the Unit Chief Steward. In the event that the Employer's Negotiating Committee is larger than seven (7) members, the Union will have the right to increase its members to match.
- 7.02** The Parties hereto agree that the Negotiating Committee is a separate entity from the Grievance Committee and will deal only with such matters as are properly the subject of negotiating, including proposals, for the renewal or modification of this Agreement at the proper time.
- 7.03** The Employer agrees that the Negotiating Committee may have the assistance of duly accredited representative(s) of the Canadian Union of Public Employees.

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

ARTICLE 8 – GRIEVANCE COMMITTEE

- 8.01** The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of a Chief Steward and nine (9) Stewards to assist employees in presenting their grievance to representatives of the Employer. The Stewards shall be appointed as follows:

Waste Operations Sites	3
Wolfedale Yard	2
Victoria Yard	1
Copper Yard	2
Plant Operations	1

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

- 8.02** The Employer shall recognize the Committee when notified in writing of the names of the members and shall meet with the Committee (pursuant to Article 10) for the purposes of dealing with a grievance.
- 8.03** Stewards or members of any Union Committee shall have completed their probationary period before they are eligible to serve.
- 8.04** The Union acknowledges that Stewards and members of Committees have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties to discharge those functions specified in the Collective Agreement without first obtaining permission of their immediate Supervisor. Such permissions will not be unnecessarily withheld. On resuming their regular duties, such employees will report back to their Supervisor.
- 8.05** In consideration of Stewards and Committee Members complying with the terms of Article 8.04, the Employer agrees that there will be no loss of pay for such employees for time spent in handling grievances or attending other meetings with Management Representatives of the Employer.
- 8.06** The Union undertakes to provide the Employer with a list of Committee Members and Stewards and any changes to such list. The Employer shall not recognize any individuals whose position has not been so confirmed.
- 8.07** While recognizing the value of such discussions as provided in Article 10.01, it is also recognized that if more than one management person is present for discussion with an employee, the employee has the right to have a Steward also present.

ARTICLE 9 – CORRESPONDENCE

- 9.01** All correspondence between the parties to this Agreement shall pass to and from the Director of Human Resources or designate and the Recording Secretary of the Union or designate and the CUPE National Representative, with a copy to the Recording Secretary of the Union or designate,

unless otherwise provided herein.

- 9.02** The Local Union shall be supplied with a list of the employees in the bargaining unit. The list will include each person's name, job title/classification, and the home address and home telephone number (as provided by the employee) as of June 30th and December 31st each year, in electronic format and copy supplied to the Union National Office and the Recording Secretary of the Union. The Union may request an additional copy of the list once per year and such request shall not be unreasonably denied.

ARTICLE 10 – COMPLAINTS AND GRIEVANCES

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

STEP 1

Any employee grievance shall be set forth in writing, in duplicate and shall be presented to their immediate Foreperson. The grievance shall be signed by both the grievor and a Union Steward. The grievance shall include reference to the specific clause and article of the Agreement allegedly violated or misinterpreted and the redress sought. The Foreperson shall review the grievance and reply in writing to the Union Steward within 5 (five) working days giving the employee's disposition and their reason therefore. A copy of the reply will be provided to the grievor and the Union Recording Secretary or designate.

STEP 2

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

STEP 3

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

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within ten (10) working days of the reply of the Director of Human Resources, refer the grievance to arbitration in accordance with the provisions contained in Article 13.

- 10.03** Any of the time allowances provided in this Article may be extended by mutual agreement in writing between the Union and the Employer and a copy to the Recording Secretary or designate.
- 10.04** Any grievance not initiated or appealed at any stage of the grievance procedure, including reference to arbitration within the time limits stipulated, shall be considered on the basis of the last decision and not subject to further appeal. Section 48 (16) of the Labour Relations Act, 1995, as amended, shall not apply to this Agreement.
- 10.05** An employee's earnings shall be corrected by the second pay following the resolution of a grievance concerning an employee's wages where the grievance is resolved in the employee's favour. Any correction of \$200.00 or more will be corrected within ten (10) working days.
- 10.06** When a Foreperson or Supervisor intends to impose discipline on an employee, such discipline will be presented to the employee and the Union within ten (10) working days of the Foreperson and/or Supervisor becoming aware of the incident which gave rise to the discipline, unless the situation requires more extensive investigation in which case the Union will be notified of the requirement to extend the timelines.

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

10.07 Right to have a Steward Present

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

10.08 Access to Employee File

Each employee will have the right to access their employee file. The Employee will receive a digital copy of their file with a copy to the Union Representative of their choosing upon request.

- 10.09** Saturday, Sunday and Paid Holidays shall not be considered as working days in the calculation of time limits within the scope of this Article.

Clearing of 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.

Any absence from work by the employee in excess of thirty (30) consecutive days during the eighteen (18) month period, shall be excluded from the calculation of the expiry date of this period.

ARTICLE 11 – POLICY GRIEVANCE

- 11.01** Either party to this Agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of this Agreement

which concerns all or a group of employees. Such grievance shall be presented in writing to the other party within ten (10) working days of occurrence of the incident or event giving rise to the grievance and shall be entered at the third step of the grievance procedure.

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

ARTICLE 12 – DISCHARGE GRIEVANCE

- 12.01** The parties expressly agree that notwithstanding the amendments to the provisions of the Ontario Labour Relations Act, the termination of employment of a probationary employee shall not be subject to the provisions of the grievance and arbitration provisions of this Agreement except in the event of a claim by a probationary employee under Article 4.03.
- 12.02** A claim by an employee having completed their probationary period that they have been unjustly discharged from the employee's employment shall be treated as a grievance if a written statement of such grievance is lodged to the Supervisor within five (5) working days after the employee is discharged. All preliminary steps to the grievance procedure prior to Step No. 2 will be omitted in such cases.
- 12.03** Such special grievance may be settled by confirming Management's action, or by re-instating the employee with full compensation for time lost, or by any other arrangement(s) which are just and equitable in the opinion of the conferring parties or of a Sole Arbitrator.
- 12.04** When an employee has been dismissed without notice the employee will have the right to meet with a Steward and the Chief Steward for a reasonable period of time before leaving the Work Centre.

ARTICLE 13 – ARBITRATION

13.01 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 Articles 10, 11, 12 may be referred to Arbitration by a Sole Arbitrator, 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.

13.02 Appointment of Arbitrator

Within five (5) working days following the referral of the grievance to arbitration, the responding party shall indicate agreement or disagreement with the Arbitrators proposed. 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) working days at which time a request for an appointment of an Arbitrator may be made to the Minister of Labour.

13.03 Failure to Appointment

If the party receiving the notice fails to appoint a Sole Arbitrator within thirty (30) working days, the appointment shall be made by the Minister of Labour upon request of either party.

13.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding. The 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 Arbitrator shall have the power to alter a penalty consistent with the provisions of Section 48 (17) of the Labour Relations Act, 1995.

13.05 Expenses of the Sole Arbitrator

Each party shall pay:

one-half ($\frac{1}{2}$) of the fees and expenses of the Sole Arbitrator.

13.06 Amending of Time Limits

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

13.07 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.

Saturday, Sunday and Paid Holidays shall not be considered as working days in the calculation of time limits within the scope of this Article.

ARTICLE 14 - SENIORITY

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

14.02 Newly hired employees will be considered on a probationary basis for a period of three (3) months from the date of hiring and will have no seniority rights during that period. After three (3) months of continuous service, the employee's seniority shall date back to the day on which their employment began. The probationary period may be extended up to six (6) months with the mutual agreement of the parties.

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

1. Quits for any reason.
2. Retires or is retired in conformity with the Pension Regulations.
3. Is discharged and not reinstated through the grievance procedure or arbitration provisions of this Agreement.
4. Has been on lay-off for a continuous period of twelve (12) months.
5. Who has been on lay-off and:
 - a) fails to notify the Employer within five (5) working days that they are intending to return to work when notified by registered mail addressed to the last address they had recorded with the Employer; and,
 - b) fails to return to work as soon as possible after receiving notice but in any event within seven (7) working days of the mailing or other communication of such notice,

unless they are prevented from reporting for work for reason(s) acceptable to the Employer.

6. Fails to return to work immediately after the expiration of an authorized leave of absence granted by the Employer unless prevented from doing so for reason(s) acceptable to the Employer.
7. Uses such authorized leave of absence for purposes other than that for which it was granted.
8. Is absent for two (2) working days without notifying the Employer except when failure to give such notice is caused by conditions acceptable to the Employer.

14.04 Seniority lists shall be updated quarterly by the Employer and include the classification and yard location of each employee and posted on the Employer's appropriate bulletin boards with a copy of same being sent to the Union.

14.05 Where an employee is transferred from a position outside the bargaining unit to a position inside the bargaining unit, they will be considered on a probationary basis for a period of three (3) months, in accordance with Article 14.02, from the date of transfer. Upon successful completion of the probationary period, the employee will be credited with seniority dating back to the date of transfer together with all seniority previously accrued in the bargaining unit. No Employees shall be transferred to a position out of the bargaining unit without the Employee's consent.

14.06 An employee who is temporarily assigned to a non-bargaining unit position shall continue to accrue seniority during such temporary assignments, to a maximum of six (6) calendar months. The temporary assignment may be extended if mutually agreed by the parties. Union dues shall continue to be deducted and remitted to the Union during the temporary assignment.

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

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

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

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

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

- (a) The Employer will first solicit voluntary separations from among the classifications affected and these shall be granted on the basis of highest seniority.
- (b) 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) the employee is able to perform the work available; and,
 - ii) the employee has greater or equal bargaining unit seniority than at least one (1) employee in that classification.

- (c) In the event the employee cannot be assigned in accordance with a) above, the employee shall be assigned to a position in the next lower rated grouping of classifications, provided that:
 - i) the employee is able to perform the work available; and,
 - ii) the employee has greater or equal bargaining unit seniority than at least one (1) employee in that classification.
- (d) 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.
- (e) Where the employee's assignment creates an excess to the required complement in the new classification, the employee shall displace the employee in that classification with the least bargaining unit seniority.
- (f) This process shall be repeated for each such complement reduction required and for each such displacement which may arise until the required reduction in complement for each classification has been achieved in the Bargaining Unit.

The surplus employee or employees resulting from the foregoing procedure shall be laid off in accordance with article 15.06.

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

15.03 Layoff Notice

In the event of a layoff, Employees will receive notice in accordance with the Employment Standards Act 2000.

Notice of any layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within twelve (12) months will be credited with previous seniority.

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

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

15.06 Employee Rights

An employee who is subject to permanent layoff shall have the following entitlements:

- a) Be placed on a recall list for twelve (12) months from the date the actual layoff begins or for a period equivalent to the period worked from their original date of hire, whichever is lesser; or
- b) Accept the layoff, waive the right to recall, and receive statutory notice and

severance pay owing per the Employment Standards Act, 2000.

15.07 Recall from Layoff

- a) In instances of recall from lay-off or restoration of complement, the complement vacancy shall be posted and filled in accordance with the provisions of Article 16. After the filling of the initial vacancy, and any subsequently posted vacancies arising from the filling of the initial vacancy, any resulting vacancy which is required to be filled shall be offered first, on a seniority basis, to the employee or employees remaining on lay-off who are capable of performing the work required prior to filling the vacancy from other sources.
- b) When recalling an employee after lay-off, the employee shall be notified by registered mail and email (where the employee has provided an email address to the employer) and allowed five (5) working days from the receipt of the registered mail and email to report for work. An employee to whom a registered letter and email is sent in accordance with this Article must contact the Employer within four (4) working days of the receipt of the notice of return to work if the employee wishes the Employer to hold the job open for them for the full five (5) day working period. It shall be the employee's responsibility to keep the Employer notified as to any change in their home address, email address or telephone number so that that employer will be up to date.

Employees will be recalled in the order of highest seniority providing they are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment.

15.08 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

ARTICLE 16 – FILLING OF JOB VACANCIES

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

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

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

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

16.02 When a temporary vacancy arises due to an employee being on an approved leave of absence for any reason, another employee may be temporarily assigned from that work centre if possible by the Employer to fill that position. Such vacancy shall be filled without posting and assignment shall not exceed sixty (60) working days.

All vacancies, including temporary vacancies, which are anticipated to remain vacant for sixty (60) working days or longer and that are required to be filled shall be posted electronically on the Employer's job posting site for a minimum period of seven (7) full working days. The posting shall include the minimum and maximum job rates and the vacancy's current work centre. A copy of the

posting will be forwarded to the Union's Recording Secretary or designate. Temporary vacancies to replace an employee on an approved absence shall be posted with an estimate of the duration of the assignment. Should the vacancy extend beyond the estimated length originally posted, it shall remain filled with the successful applicant of the posting for the full duration of the temporary vacancy without reposting.

Any employee may apply for such vacancy using the employer's job posting application process. Employee Job Posting Applications are to be submitted using the Employer's job posting site within the time limits noted on the job posting notice.

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

- 16.03** The Employer shall select the employee to fill the vacancy within ten (10) working days of the expiry date on the posting notice and the successful applicant will be placed on the job as soon as possible after the award. Reason(s) for any delays beyond fifteen (15) working days will be given to the Union.
- 16.04** All vacancies created by filling a posted job and which are required to be filled shall be posted in accordance with section 16.02 above.
- 16.05** The Employer retains the right to fill the vacancy from other sources if bidding employee(s) do not possess the ability needed for the job or if no employee applications are received. Upon request, an employee shall receive a detailed explanation in the event that they are unsuccessful for a posted job.
- 16.06** Should the Employer, within sixty (60) days of an employee accepting a new position, determine that the employee is not suited to the position, the employee and all others who have been assigned as a result of the employee's new position shall be reverted to their previous classification(s) without regard to seniority. The Employer may in this event consider further applicants to the relative job posting.
- 16.07** Within the first sixty (60) days of an employee accepting a new position, at the employee's request, the employee will be returned to their regular position in the bargaining unit. All others who have been assigned in the bargaining unit as a result of the vacancy shall be reverted to their previous classification(s) and yard without regard to seniority.
- 16.08** A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the National Representative and Recording Secretary.
- 16.09** On two (2) occasions only during an employee's employment with the Employer, such employee may revert to their previous position as set out in article 16.07.
- 16.10** The Employer may temporarily fill any position in which event the employee so assigned shall receive the job rate of the temporary assignment, if greater than their own rate for all time worked in the temporary position on completion of one half (1/2) shift or more in the temporary position in any pay period.
- 16.11** In the event of a transfer of complement between locations, such transfer shall be affected on the basis of seniority from amongst those employees in the classification at the location affected expressing an interest. Where there are an insufficient number of interested employees, such transfer shall be affected on an inverse seniority basis from amongst those employees in the classification at the location affected. The employee(s) transferred shall receive a minimum of five (5) consecutive working days' notice of such transfer and such transfer shall be for a minimum of five (5) consecutive working days.

ARTICLE 17 - SITE VISITATION

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

ARTICLE 18 - BULLETIN BOARDS

- 18.01** The Employer shall supply bulletin boards for the Union's use at each of its work centres for the posting of Union Notices with a copy forwarded to the Director of Human Resources or their designate. Any material deemed to be inappropriate by the Director of Human Resources or their designate shall be removed from the Union's Bulletin Board(s) for resolution by the parties.

ARTICLE 19 - JURY DUTY AND WITNESS PAY

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

ARTICLE 20 - REPORTING EMPLOYEE ABSENCES AND RETURN

- 20.01** Subject to circumstances beyond their reasonable control, employees unable to report for work at their regularly scheduled starting time shall telephone, text or email their Supervisor or such other person as their Supervisor may instruct, as early as possible but no later than within forty-five (45) minutes prior to the start of their shift, giving reason(s) for being unable to report for work, and if possible, an estimate of the time they may be away from work. The employee shall report again by telephone to the Supervisor the workday prior to recommencing work or at such other reasonable times as their Supervisor may instruct.

ARTICLE 21 - SAFETY

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

ARTICLE 22 – JOINT MODIFIED WORK COMMITTEE

- 22.01** The parties agree to maintain a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member selected or appointed by the local Union, and one (1) Employer member from each employees location to be determined by the Employer together with the Region's Manager responsible for Occupational Health and Safety or appropriate designate, who shall act as Chairperson.
- 22.02** The Committee Chairperson shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Benefits Plan Administrator, the Vocational/Rehabilitation Services Case Worker and the Workplace Safety and Insurance Board Adjudication Services.
- 22.03** The purpose of the Committee is to review and recommend appropriate individual case strategies for providing:
- a) for the safe and successful return of injured workers to the workplace as soon as possible after an accident; and,
 - b) for the return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major responsibilities of their own classification but who are medically certified as capable of performing modified duties of their own or another classification.
- 22.04** The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.
- 22.05** All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the employee's Vocational/Rehabilitation Caseworker, and the Workplace Safety and Insurance Board Adjudication Services.
- 22.06** The Committee will be responsible for:
- a) Determining if the employee's regular job can be modified;
 - b) Comparing the demands of jobs and tasks with an employee's current abilities;
 - c) Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
 - d) Such other related matters as the Committee deems appropriate.

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.01 a)** In the event of the death of an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, the employee will be granted a paid leave of absence up to a maximum of three (3) working days. Such days shall be taken within thirty (30) calendar days following the death. In the event the funeral or internment is not held within the thirty (30) calendar days, or there are extenuating circumstances, the employee may reserve up to two (2) of the above three (3) bereavement days for the purposes of attending the funeral or internment, where either ceremony falls on a scheduled working day.
- b)** In the event of the death of the employee's uncle, aunt, brother-in-law, sister-in-law, or grandparent of the employee's spouse, the Employer shall grant one (1) working day paid bereavement leave.

- c) An employee shall be granted one (1) day leave of absence with pay at their regular rate in the event of the death of any other family member that has not already been outlined in this Article 23.01 provided the day is one with respect to which the employee was scheduled to work. However, this entitlement is capped at no more than two (2) days leave of absence in total per calendar year.
- d) The employee shall only receive pay for their regularly scheduled workdays, and thus shall not receive paid bereavement leave while on another leave of absence covered under this Collective Agreement, their scheduled day off, a Paid Holiday, or an approved leave of absence for occupational or non-occupational sickness or injury.
- e) Bereavement leave must be requested in advance from the employee's Supervisor.
- f) Additional bereavement leave without pay may be granted upon request at the discretion of the employee's Supervisor.
- g) Seniority shall continue to accrue during the approved bereavement leave.

ARTICLE 24 – LEAVE OF ABSENCE

- 24.01** Leave of absence up to thirty (30) consecutive calendar days without pay and without loss of seniority may be granted to an employee by the Divisional Director or their designate.
- 24.02** Personal leave of absence shall be dealt with by an employee application for leave of absence in writing submitted as far in advance as possible to the employee's Supervisor who will refer it to the Divisional Director or their designate containing the Supervisor's recommendation. Leave of absence must be authorized by the Division Director or their designate.
- 24.03** Such leave of absence may be extended by the Division Director or their designate upon the receipt of written request.
- 24.04**
1. An employee shall accumulate seniority only during the first sixty (60) days of an approved leave of absence.
 2. Where an employee is granted an approved leave of absence, benefit coverage premiums as per Article 30 shall be maintained by the Employer for the first thirty (30) consecutive days only.
 3. An employee who is granted an approved leave of absence beyond thirty (30) consecutive days approved leave of absence shall as a condition of employment status pay one hundred (100%) percent of the applicable benefit premiums for benefit coverage provided under Article 30. The only benefit that is available to an employee beyond sixty (60) consecutive days of leave of absence is Ontario Health Insurance Plan (OHIP).
 4. As a condition of a leave of absence, employees shall make arrangement with the Human Resources Division either prior to or during the first thirty (30) days of the approved leave of absence concerning the payment of benefit premiums.
- 24.05** The Commissioner of Public Works (or designate) will, upon one (1) weeks' notice of request of leave of absence in writing, grant leave of absence without pay or loss of seniority to delegated employees to attend Union meetings, conventions, conferences, seminars and education, provided that such leave does not exceed five (5) working days, and further provided that no more than two (2) employees per operation area as set out below are absent at any one time. Such leave shall apply to a maximum of seventy (70) days leave per calendar year.

At the request of the Union, the Employer will grant an employee who is elected or selected for a full-time position with the National Union or the Local Union full time off, without loss of seniority,

from the employee's regular duties to deal solely with union matters for the duration of their term in office. It is further agreed that there shall not be more than two (2) employees absent at any time, from any of the following operation areas:

Transportation
Water/Waste Water
Waste Management
Operations Support

The Union agrees to reimburse the Region for the salary for any employee granted leave set out in this Article.

- 24.06** a) Pregnancy and parental leaves of absence shall be administered in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time. Employees' entitlements to pregnancy and parental leave shall be limited to the amounts set out in the applicable provisions of the Employment Standards Act, 2000, as amended from time to time.
- b) Seniority shall be retained and accumulated during the above leave(s). Benefits shall be maintained by the Employer during the above leave(s), subject to the employee's continued payment of any amounts in relation to benefits that may be required by the Collective Agreement.
- c) Supplemental Unemployment Benefit (SUB) Plan

An employee on pregnancy or parental leave as provided under this Agreement, which 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 percent (75%) 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 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.

24.07 Statutory Leaves of Absence

Employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the Employment Standards Act, 2000 as amended from time to time.

24.08 Leave for Political Office

The Employer recognizes the right of the employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without loss of seniority, and without pay, so that employees may be candidates in a federal, provincial or municipal election.

ARTICLE 25 – VACATIONS WITH PAY

- 25.01** Vacations with pay for full-time employees shall be accrued on an ongoing basis in accordance with the following schedule. The following entitlements are based on the normal hours of work as set out in Article 29.02:

Continuous Service	Monthly Entitlement	Annual Entitlement
Less than one (1) year continuous service	.83 days	Up to ten (10) days
Completed one (1) year continuous service	.83 days	Ten (10) days
Completed two (2) years continuous service	1.25 days	Fifteen (15) days
Completed eight (8) years continuous service	1.67 days	Twenty (20) days
Completed fifteen (15) years continuous service	2.08 days	Twenty-five (25) days
Completed twenty-five (25) years continuous service	2.5 days	Thirty (30) days

An employee's vacation balance can exceed the annual entitlement. The vacation balance cannot exceed the total vacation days earned over eighteen (18) months for employees with less than ten (10) years' service, and twenty-four (24) months for employees with ten (10) years of service or more. Employees will be notified a minimum of three (3) months before maximum vacation is reached.

During the period of approved vacation, a full-time employee's regular hourly rate will continue to be paid in the same manner as if the employee were actively at work. In no case will the vacation payout be less than the Employment Standards Act, 2000 as amended ("ESA") minimum.

An employee who is absent for more than thirty (30) calendar days shall not accumulate vacation while on leave, except that this Article does not apply to employees off on pregnancy/parental or WSIB leaves. Payment for vacation days shall be made in the same payroll period that the vacation days are scheduled.

- 25.02** The selection of vacation dates will, where practical, be granted on the basis of seniority. The Divisional Director or their designate shall determine the number of employees who will be on vacation at any time. The Employer reserves the right to grant a maximum of two (2) weeks vacation during the period of June 1st to September 15th. Requests for additional weeks will be reviewed on a case-by-case basis, subject to operational and staffing level requirements and will not be unreasonably denied.

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

- 25.03** (a) Where an employee's scheduled vacation is interrupted due to serious illness or injury that would otherwise qualify them for sick leave, the period of illness shall be considered sick leave where a paid sick day is available. Should the employee have no paid sick days remaining, the time shall be taken as personal day(s) or vacation.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness the period of such illness shall be considered sick leave. Should the employee have no paid sick days remaining, the time shall be taken as personal day(s) or vacation.
- (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.
- 25.04** On termination, an employee shall be paid for any vacation credit accumulated.
- 25.05** Employees shall not omit vacations except with express permission of the Division Director or their designate.

ARTICLE 26 – PAID HOLIDAYS

26.01 The following days will be recognized as paid holidays:

New Year's Day	National Day of Truth & Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	The ½ shift on Christmas Eve
Civic Holiday	The ½ shift on New Year's Eve
Labour Day	

And any other day proclaimed as a holiday by the Provincial or Municipal government.

In order to qualify for payment of the above holidays, an employee is required to work the full scheduled shift immediately preceding and the full scheduled shift immediately succeeding the holiday, except where absence on either or both of the said shifts is due to verified personal illness or absence on approved leave of absence of less than thirty (30) consecutive calendar days.

Employees who would have been scheduled to work on a Sunday and who are unable to work due to a closure resulting from a Holiday not listed above, shall have that Sunday recognized as a paid day of work at regular wages.

- 26.02** An employee required to work on any of the above holidays will be paid at the rate of double time for hours worked, in addition to the paid holiday.
- 26.03** When any of the above holidays occur during an employee's vacation, an extra day's vacation shall be allowed and shall be taken at any time mutually agreeable to the Supervisor and the employee.
- 26.04** When any of the above holidays occurs on an employee's regularly scheduled day off, a lieu holiday shall be designated by the Employer on either the scheduled workday immediately preceding or succeeding the holiday or at such time as mutually agreed between the Supervisor and the employee involved. All other provisions of this Agreement relating to holidays shall apply on the designated lieu day.

Notwithstanding the paragraph above, when Christmas Eve or New Year's Eve falls on an employee's regular scheduled day off, the lieu holiday will be scheduled on the last working day proceeding this day.

- 26.05** Notwithstanding any provision to the contrary elsewhere in this Article, an employee whose normal work week is other than Monday to Friday shall be granted a holiday on the day on which such holiday is granted to employees whose normal work week is Monday to Friday.

ARTICLE 27 – SPECIAL CLOTHING

- 27.01** It shall be compulsory for all employees to wear and/or use the safety boots and approved personal protective equipment and attire as required by the Employer.
- 27.02** The Employer shall supply at no cost to the employee "GREEN LABEL" safety boots, and approved personal protective equipment and attire as required in the discretion of the Employer. The employee may by separate arrangement with the supplier, upgrade the safety boots at the employee's own expense.

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

- 27.03** a) The Employer will continue to provide employees with uniforms and will also continue to provide washers and dryers on site, which shall be accessible to employees for the purpose of cleaning uniforms. Accordingly, Articles 27.03 (b), (c) and (d) shall not be in effect, unless the Employer discontinues the provision of uniforms, washer and dryers as above. In this case (b), (c) and (d) shall apply.

In addition, employees will be issued coveralls and/or overalls, one (1) of which may be thermal, as required at the discretion of the Employer to a maximum of two (2) pairs per year and in the case of licensed mechanics, machine operators and truck drivers to a maximum of three (3) pairs per year.

- b) Each employee shall receive an annual cleaning allowance in lieu of issue of any additional clothing except as noted in this section in the amount of two hundred dollars (\$200.00) to be paid in the first week of March.
- c) Each employee completing their probationary period after March 1st, shall receive a monthly pro-rated proportion of the cleaning allowance calculated to the next March 1st from date of employment.

ARTICLE 28 – TOOLS AND EQUIPMENT

- 28.01** The Employer will provide all tools and equipment necessary for employees to carry out their work. All such tools and equipment will be kept available on the premises or in the individual lockers of employees.
- 28.02** Mechanics shall be required to provide the normal basic mechanics tools. An annual allowance of one thousand, three hundred (\$1300.00) dollars shall be paid to each mechanic in view of this requirement. Each employee completing their probationary period after March 1st shall receive a monthly pro-rated proportion of the tool allowance calculated to the next March 1st from date of employment.

ARTICLE 29 - HOURS OF WORK AND OVERTIME

- 29.01** The following shall not be construed either as a guarantee of any minimum or as a restriction on any maximum number of hours worked.
- 29.02** The normal work week shall consist of five (5) consecutive working days. The hours of work shall be forty (40) hours per week (8 hours per day) Most employees shall normally be scheduled on a Monday to Friday work week.

29.03 The normal hours of work shall be scheduled between 7:30 a.m. and 5:00 p.m. with a one-half (½) hour lunch period.

29.04 After notification of the Union, the Employer shall have the right to establish shift hours other than those set out above, it being understood that such shift would be established on the basis of eight (8) hours, for a five (5) day work week. No shifts shall be established under this section unless the workload indicates that there is work for a minimum period of two (2) weeks. Effective the first day of the month following full ratification of the Collective Agreement, the shift premium shall be one dollar and fifty cents (\$1.50) per hour for the afternoon and nightshift. A minimum of ten (10) days' notice will be given in advance of establishing a new shift.

In addition to the above, haulage operators and sub forepersons working in Waste Management, CRC operations shall receive a shift premium of fifty cents (\$.50) per hour while working on Saturday and Sunday as part of their regularly scheduled shift.

In the event that shifts are established, they will be staffed on the basis of seniority from amongst those employees in the classification at the location affected expressing an interest. Where there are insufficient number of interested employees, assignment to the shift will be affected on an inverse seniority basis from amongst those employees in the classification at the location affected.

29.05 An employee required to work in excess of the daily number of shift hours will be paid for such excess hours at one and one-half times (1½ x) the employee's hourly rate. Overtime at the rate of time and one-half (1½) will be paid for the time worked by an employee on the sixth consecutive day of the employee's scheduled work week and double time worked on the seventh day of the employee's scheduled work week.

29.06 It is agreed that the Divisional Director or their non-union designate shall have the right to schedule or assign overtime work whenever necessary to meet emergencies or to ensure efficiency of its operations and no employee shall unreasonably refuse to perform such overtime work.

29.07 The Divisional Director or their non-union designate will endeavour to distribute overtime work as equally as practical among the employees within a classification who are able to perform the overtime work. A Division Steward may inspect monthly overtime breakdown.

29.08 An employee who has left the premises and who is called back to work to meet emergency conditions, will receive not less than three (3) hours pay at overtime rates. In the event that two (2) or more calls are received within three (3) hours of each other, the call out time will be considered continuous.

An employee who, because of overtime, is required to reduce their regular scheduled hours shall be compensated for such hours, at straight time pay, to a maximum of the hours in their regular scheduled workday.

29.09 Stand-by

The Divisional Director or their designate may designate employees, including probationary employees having the ability and qualifications for stand-by duties. Such employees shall remain in the immediate vicinity of their work centre and shall keep the telephone answering service informed as to where they can be reached by telephone.

Stand-by hours will commence at the end of the normal day shift hours and end at the normal starting time each day for the period of Monday to Friday inclusive and shall be for twenty-four (24) hours on Saturdays, Sundays and holidays. In the event shifts are established which reduce the hours when stand-by is required, the amounts set out above will be reduced accordingly.

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

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

Stand-by pay shall be paid on the basis of two (2) hours pay at the employee's normal rate for each day of stand-by.

Stand-by employees called into work shall be paid the lesser of three (3) hours pay or until the start of their regular shift that day, at the prevailing overtime rate in addition to their stand-by pay.

29.10 Employees shall be permitted a rest period of ten (10) minutes duration each morning and afternoon at such times and places as may be decided by the Divisional Director concerned or their designate.

29.11 A paid lunch period of thirty (30) minutes at the prevailing overtime rate shall be granted to employees, when an employee:

- a) Is required to work at least two and one-half (2½) hours consecutive to the employee's scheduled hours and each consecutive four (4) hours of overtime worked thereafter.
- b) Is required to work four (4) hours of unscheduled overtime and each consecutive four (4) hours of overtime worked thereafter.

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

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

ARTICLE 30 – EMPLOYEE BENEFITS

30.01 The Employer undertakes to pay one hundred percent (100%) of the Ontario Hospital Insurance Plan premium.

30.02 The Employer agrees to provide at its cost, the following insured benefit plans in accordance with the rules and regulations of the plans held by the insurance companies:

- a) Life Insurance at two (2) times annual rate to a maximum of two hundred thousand dollars (\$200,000.00) Optional Life Insurance coverage to Employees (\$300,000.00 maximum), spousal (\$200,000.00 maximum) and Dependents (\$10,000.00 per child). Optional Critical Illness Insurance to a maximum of two hundred thousand dollars (\$200,000.00). All Optional Insurance will be one hundred percent (100%) employee paid.
- b) Semi-private hospital accommodation.
- c) Extended Health Benefits effective the first of the month following full ratification, a dispensing fee cap of ten dollars (\$10.00) will be implemented; and orthopaedic shoes (including orthotics/inserts) will be capped at five hundred dollars (\$500.00) per person per benefit year. This orthopaedic cap maximum is waived if the shoes are attached to and form part of a brace.

The extended Health Benefit shall provide for mandatory generic prescription drug coverage with a proviso for physician override which is approved by the benefit carrier.

Introduction of Health Care Spending Account at five hundred dollars (\$500.00) per calendar year per employee. Health Spending Account is prorated for new employees in the bargaining unit based on benefit eligibility date.

- d) Six (6) days at regular pay shall be granted per calendar year for sickness incurred not related to work. An additional three (3) days for personal leave will also be granted per calendar year. Sick days and personal leave will be paid at the employee's regular rate of pay. Sufficient notice, and reason for absence, must be provided to the Supervisor in advance of the leave. It is understood that these days shall be pro-rated for employees who start after January 1 of each year after 2025, and employees shall not be required to pay the employer back for any unused days should they leave the Region of Peel prior to the end of the year. This change will take effect January 1, 2025. There will be a one time carry over of a maximum of 3 sick days from 2024 into 2025.
- e) Weekly Indemnity Benefits Plan, payable from the first day of injury, and from the fourth day of sickness or illness for a period of up to fifty-two (52) weeks in the amount of sixty-six and two thirds' percent (66 and $\frac{2}{3}\%$) of the employee's basic weekly earnings. No time on approved weekly indemnity will be deducted from the employee's sick leave.
- f) Compulsory Dental Plan – to be administered in accordance with the O.D.A. fee schedule for the current year.
 - (i) The preventative and basic dental procedures to be ninety percent (90%) paid by the Employer and ten percent (10%) paid by the employee. Dental recall once every nine (9) months. Endodontic or Periodontic treatment to be provided by a specialist with the exception of eight (8) units of scaling in any twelve (12) month period may be performed by a general practitioner;
 - (ii) The major restorative benefit to provide single or family coverage on a fifty percent (50%) reimbursement basis;
 - (iii) Dependents under twenty-one (21) years of age (25 if a full-time student) are eligible for the orthodontic benefit on a fifty percent (50%) reimbursement basis up to a lifetime maximum of two thousand dollars (\$2,000.00) per dependent child.

The maximum combined benefit available under components (i) and (ii) per eligible person is two thousand five hundred dollars (\$2,500.00) per calendar year.

- g) Vision Care with a four hundred dollars per twenty-four months benefit (\$400.00)/24).
- h) Compulsory accidental death and dismemberment insurance of two (2) times annual basic earnings to a maximum of two hundred thousand dollars (\$200,000.00). Optional coverage to a maximum of three hundred thousand dollars (\$300,000.00). Optional coverage is one hundred percent (100%) employee paid.
- i) Out of country travel insurance to \$3, 000 000.00

Insured plans shall be administered in accordance with the rules and regulations of the plans.

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

30.03 The Employer shall administer an employee paid Long Term Disability Plan to age sixty-five (65).

As soon as reasonably possible following the ratification of this collective agreement the Employer shall switch from the current plan to an employee paid plan the provides an income of 66 and two thirds percent (66 + $\frac{2}{3}$) of the employee's monthly basic earnings.

30.04 An employee is required to provide sufficient notice to the Human Resources Division where a

change is required to be made to:

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

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

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

30.06 Early Retiree Benefits Coverage

For employees retiring on an unreduced or reduced pension with a minimum of five (5) years of service at a minimum age fifty-five (55), employees may elect to receive the following as a package up to age sixty-five (65):

- a) Life Insurance One times (1x) annual salary to a maximum of fifty thousand dollars (\$50,000.00) fifty percent (50%) employer paid reduced to two thousand five hundred dollars (\$2,500.00) (Region paid) at age sixty-five (65)
- b) Extended Health Fifty percent (50%) employer paid
Eighty percent (80%) reimbursement
Vision care eighty percent (80%) of two hundred dollars (\$200.00) every twenty-four (24) months
- c) Dental Fifty percent (50%) employer paid, annual maximum of two thousand dollars (\$2,000.00) per person per calendar year.
Basic – Eighty percent (80%) reimbursement
Major restorative – Fifty percent (50%) reimbursement
Orthodontics – Fifty percent (50%) reimbursement maximum seven hundred and fifty dollars (\$750.00) per calendar year to a lifetime maximum of one thousand and five hundred dollars (\$1,500.00) (eligible dependent children only)
- d) Health Spending HSA of seven hundred and fifty dollars (\$750.00) to pay for medical/dental benefits not covered by the plan and deemed eligible by the Canada Customs and Revenue Agency.

A carry over to the maximum of a two (2) 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 if the spouse continues to pay the applicable premiums until the end of the month in which the deceased retiree would have reached sixty-five (65) years of age.

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

30.08 Regular fulltime employees who have reached age seventy (70) will be entitled to the following benefits:

- (a) Compulsory life insurance coverage of one times (1x) basic earnings, reducing to two thousand five hundred dollars (\$2,500.00) at age seventy-five (75), to be one hundred percent (100%) Employer paid. Optional life insurance will end at age seventy (70); optional spousal life insurance coverage will end at the earliest of when the employee retires, or when the employee or spouse reached age seventy (70).
- (b) Compulsory accidental death and dismemberment (AD&D) insurance of one times (1x) basic earnings, ending at age seventy-five (75) to be one hundred percent (100%) Employer paid. Optional employee Accidental Death & Dismemberment (AD&D) coverage will end at the earliest of when the employee retires or when the employee or spouse reaches age seventy (70).
- (c) Extended health benefits as noted in 30.02 c);
- (d) Compulsory dental plan as noted in 30.02 f);
- (e) Compulsory weekly indemnity plan as noted in 30.02 e);

30.09 Should there be a change of carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in the benefit levels established under the Collective Agreement.

30.10 Medical Examination Reimbursement

The Region will cover the cost of the medical for AZ and DZ licenses up to a maximum of \$150.00 during the life of this collective agreement.

ARTICLE 31 – PENSION PLAN – OMERS

31.01 All full-time employees shall participate in the OMERS pension plan, as per the terms of that Plan.

The Employer shall immediately offer membership in OMERS pension plan to non-full-time employees upon hire. This offer must include a copy of the OMERS member handbook.

The Employer shall re-offer enrollment once per year to non-full-time employees who have not yet elected OMERS membership. Non-full-time Employees shall be eligible to elect to join OMERS at any time subject to the provisions of the plan.

ARTICLE 32 – PAY DAY

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

ARTICLE 33 – WAGE SCHEDULE

33.01 The following schedules are attached hereto and shall form part of the Agreement:

Schedule 1 – Rates of Pay

Schedule 2 – Job Classifications

33.02 The Region may employ a temporary employee:

- a) for periods of up to twenty-four (24) months to replace an absent employee; or.
- b) for periods of up to twelve (12) months for reasons other than replacing an absent employee.

It is understood and agreed that temporary employees will not be used to lay-off, reduce the existing permanent complement, reduce the hours of work or eliminate the opportunity for overtime of the full-time employees. The Employer will notify the Union, in writing, providing the name and start date of any temporary employee within thirty (30) days of the employee's hire.

ARTICLE 34 – TECHNOLOGICAL CHANGE

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

ARTICLE 35 – JOINT EFFICIENCY AND PRODUCTIVITY COMMITTEE

35.01 The existing Joint Efficiency and Productivity Committee will comprise of two (2) Employer Representatives and two (2) Union Representatives.

35.02 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 Directors for consideration.

35.03 The Committee will establish a process to effectively involve all employees in the Committee's work, including representatives and members of other Bargaining Units.

35.04 Time spent in Committee shall be considered time worked by its members.

35.05 The Committee shall have access to operational and financial information as is necessary to meet its Mandate.

35.06 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.

35.07 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.

ARTICLE 36 – DURATION

36.01 This Agreement, which supersedes all previous Agreements, shall remain in effect from, and including, the 1st day of February, 2023 to and including the 31st day of January, 2026. Notice of amendment or termination may only be given during a period of ninety (90) to thirty (30) days preceding the 31st day of January, 2026 or any succeeding anniversary date. If such notice is not given in accordance with the terms thereof, the Agreement will continue in effect.

36.02 Retroactivity

All employees in the bargaining unit as of date of ratification or who have retired since January 31st, 2023 are entitled to retroactivity on all paid hours since February 1st, 2023. Retroactivity will not apply to any Article except where specifically stated.

- 36.03** a) The parties will execute this Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement.
- b) The parties shall share on a fifty/fifty (50/50) basis the cost of printing and distributing of such Agreement to the appropriate Bargaining Unit and Management Staff.
- c) The parties agree to meet within thirty (30) days of receipt of Notice to Bargain.
- d) The Employer agrees to forward an electronic copy and the booklet of the renewed Collective Agreement to the CUPE National Office indicating who the appropriate contact is for the Employer should there be any concerns or questions.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this _____ day of _____, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

David Young

David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

MKaramat

MKaramat (Jan 14, 2025 19:20 EST)

Mohammad Karamat
Bargaining Committee Member

Shayne Waters

Shayne Waters (Jan 21, 2025 21:55 EST)

Shayne Waters
Bargaining Committee Member

Tony Di Sano

Tony Di Sano (Jan 16, 2025 14:06 EST)

Tony DiSano
Bargaining Committee Member

Jeff Girdler

Jeff Girdler (Jan 15, 2025 18:17 EST)

Jeff Girdler
Bargaining Committee Member

Wayne Broderick

Wayne Broderick (Jan 17, 2025 10:29 EST)

Wayne Broderick
Bargaining Committee Member

Mark Pacheco

Mark Pacheco (Jan 15, 2025 17:56 EST)

Mark Pacheco
Bargaining Committee Member

Ted Smith

Ted Smith (Jan 15, 2025 18:10 EST)

Ted Smith
Bargaining Committee Member

Noelle Racicot-Kelly

Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

SCHEDULE 1 – Rates of Pay

New employees shall go to the start rate of pay.

Rehired mechanics and plumbers, who possess all qualifications, shall go to the job rate of pay if their end date is within 12 months of the rehire date.

Rates of Pay

Band #	Step	Effective Date		
		1-Feb-23	1-Feb-24	1-Feb-25
1	Start Rate	25.99	26.90	27.84
	Job Rate	27.26	28.21	29.20
2	Start Rate	27.03	27.98	28.96
	Job Rate	28.34	29.33	30.36
3	Start Rate	28.11	29.09	30.11
	Job Rate	29.47	30.50	31.57
4	Start Rate	29.24	30.26	31.32
	Job Rate	30.65	31.72	32.83
5	Start Rate	30.37	31.43	32.53
	Job Rate	31.88	33.00	34.16
6	Start Rate	31.60	32.71	33.85
	Job Rate	33.15	34.31	35.51
7	Start Rate	32.86	34.01	35.20
	Job Rate	34.48	35.69	36.94
8	Start Rate	34.20	35.40	36.64
	Job Rate	35.87	37.13	38.43
9	Start Rate	35.58	36.83	38.12
	Job Rate	37.30	38.61	39.96
10	Start Rate	36.96	38.25	39.59
	Job Rate	38.83	40.19	41.60

SCHEDULE 2

Job Classifications

Band #	Position Title	Job Code
1	Labourer General Refrigerant Extraction Program	316201
2	Traffic Controller – Landfill Labourer Waste Management	316203 316230
3	Rodperson Crewperson Roads Water/Wastewater Operator in Training Water/Wastewater Plant Operator in Training	316215 316202 316237 316236
4	Operator I Roads Crewperson Waste Management Facility Maintenance Operator	316210 316234 316231
5	Meter Installer – Residential Compost Facility Operator Operator I Water/Wastewater	316204 316225 316218
6	Operator II - Roads Truck Driver I Water/Wastewater Truck Driver I Roads Truck Driver II Roads Gradall Operator Meter Installer – Industrial CRC Haulage Operator	316209 316206 316233 316205 316227 316208 316224
7		
8	Operator II Water/Wastewater Water/Wastewater Construction Operator	316221 316238
9	Survey Technician Subforeperson Waste Management Subforeperson Roads Plant Operator Operator Backhoe Water/Wastewater Mechanic Operator III Water/Wastewater	316216 316232 316211 316222 316220 316212 316207
10	Survey Technologist Subforeperson Mechanic Subforeperson Water/Wastewater Subforeperson Plant Operations Plumber Master Electrician	316217 316213 316229 316226 316223 316228

It is recognized that the Joint Job Evaluation Committee will update this list when changes are approved through the Job Evaluation process.

SCHEDULE B - Paramedical Practitioners

The following expenses are reimbursed one hundred percent (100%) subject to the specified per visit 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 of expertise) up to two hundred and seventy-five dollars (\$275.00) for each covered person per benefit plan for each practitioner: Chiropractor, Massage Therapy, Naturopath, Chiropodist, Osteopath, Physiotherapist, Podiatrist, Psychologist, Speech Therapist, Audiologist, Social Worker, Dietician and Occupational Therapist.

Licensed Psychologist, Social Worker or Psychotherapist – combined maximum of one thousand dollars (\$1,000.00) per covered person in a benefit year.

Note: Under some circumstances, benefits may not be payable until the government plan, where applicable, has paid its yearly maximum. Where a 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 Nurse (RN), only while the patient is not confined to a hospital, up to a maximum of fifteen thousand dollars (\$15,000.00) during any period of three (3) consecutive benefit plan years.

The Registered Nurse (RN) or practitioner may not be someone normally residing in the patient's home.

Hearing Aids up to a maximum benefit of five hundred (\$500.00) for each covered person, every five (5) benefit years.

LETTER OF AGREEMENT #1

Between

THE REGIONAL MUNICIPALITY OF PEEL
and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Job Evaluation Maintenance

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – DEFINITIONS

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

Degree Level	The actual measurement levels within each subfactor.
Factors	The four (4) major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Gender-Neutral	Any practice or program which does not discriminate between men and women.
Incumbent	An employee assigned to a job.
Job	Is made up of a collection of duties and responsibilities.
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observations.
Job Description	The written description of a job which includes a summary and a listing of the major duties and responsibilities.

Job Evaluation Questionnaire	The instrument used to collect and record job data, which forms part of the job documents.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Program	The program includes the job evaluation questionnaire, the guidelines and the factor weightings. A measuring tool used to rate jobs which contains subfactor definitions with corresponding degree levels and guidelines.
Joint Job Evaluation Committee	The Committee responsible for the implementation of the job evaluation program and which is made up of equal representatives from Union and Management.
Points	The numerical expression assigned to each degree level within each subfactor.
Rating	The process of relating the facts contained in the job documents to the job evaluation program and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate for that job.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the Committee to previous rating decisions of similar and/or related positions.
Subfactors	Are components of the four (4) major factors.
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total Points	The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation program.

ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 3.1** The JJEC shall have equal representation and participation from the parties, consisting of four (4) representatives from the Employer and four (4) representatives from the Union for Public Works.
- 3.2** The JJEC shall have an administrative non-voting staff member assigned to maintain records of all decisions of the JJEC.
- 3.3** The Employer shall release without loss of pay, benefits or seniority, the representatives named by the Union.
- 3.4** Job rating decisions shall require a Committee decision by consensus. Once a decision is made, it becomes a decision of the Committee and it shall be final and binding on the parties, subject to the appeal process set out in Article 6.3.

- 3.5** The JJEC shall meet as necessary at a mutually agreed upon time and place. Any decisions resulting in a change of Band level will be retroactive to the date the new or changed job duties came into effect. No changes will be retroactive past January 1st, 2003.
- 3.6** Either party to the Letter of Agreement may engage a consultant/advisor to assist its representatives on the JJEC. Any such consultant/advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the JJEC.
- 3.7** If the JJEC is unable to agree on the evaluation of a new or revised job, the dispute concerning the evaluation shall be submitted to the consultants/advisors. The decision of the consultants/advisors shall be final, subject to the appeal process set out in Article 6.3.

ARTICLE 4 – MANDATE OF THE JJEC

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

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

ARTICLE 5 – EVALUATION OF NEW AND/OR REVISED JOBS

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

a) **Step 1**

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

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

b) **Step 2**

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

c) **Step 3**

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

d) **Step 4**

When the JJEC has completed the rating of all jobs, it will provide the results on a Rating Sheet to the Human Resources Associate who will distribute a copy of the Rating Sheet and Job Description to the incumbent, Supervisor, Union and members of the JJEC. A Memorandum of Agreement will be entered into amending Schedule 2 of the Collective Agreement.

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

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

ARTICLE 6 – JOB EVALUATION APPEAL PROCESS

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

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

6.3 Job Evaluation Procedures for Disagreement with Rating.

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

- a) The incumbent(s) and/or the Supervisor(s) may request reconsideration of the job rating by completing and submitting a Job Evaluation Appeal Form, stating the reason(s) for disagreeing with the rating of the job.
- b) The incumbent(s) and/or the Supervisor(s) may make a presentation to the Committee.

- c) The JJEC shall consider the reconsideration request and make a decision, which shall be final, and binding upon the parties and all employees affected.
- d) The incumbent(s), Union and Supervisor(s) shall be advised of the decision using the Job Evaluation Appeal Results Form.

ARTICLE 7 – ACTION WHEN EVALUATIONS CHANGE

- 7.1 A new job description and wage band will replace the existing job description and evaluation.
- 7.2 The reassignment to the new wage band shall become effective the beginning of the pay period immediately preceding the date the new or changed job duties came into effect.
- 7.3 If a change in job content results in a lower evaluation and wage band for a job, the incumbent of such job whose existing wage band is higher shall be identified as being “Red-Circled”. They will maintain their current wage rate until such time as their pay is equal to the newly evaluated wage band.
- 7.4 If a change in job content results in a higher evaluation and wage band for a job, the incumbent of such job whose existing wage band is lower shall have their wage rate increased retroactively to the beginning of the pay period immediately preceding the date new or changed job duties came into effect.

ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS

- 8.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the two (2) consultants/advisors shall settle the dispute.
- 8.2 Should a disagreement still exist after 8.1 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.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

David Young
David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

MKaramat
MKaramat (Jan 14, 2025 19:20 EST)

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Ted Smith (Jan 15, 2025 18:10 EST)

Ted Smith
Bargaining Committee Member

Noelle Racicot-Kelly
Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #2

Between

THE REGIONAL MUNICIPALITY OF PEEL
and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Waste Management Part-Time Employees

All provisions of the Collective Agreement will apply to employees in the Waste Management Division except as amended in this Letter of Agreement.

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Regional Municipality of Peel;

- (a) Engaged in the Public Works Department of the Regional Municipality of Peel, save and except Forepersons, those above the ranks of Foreperson and office, clerical, technical and inspection staff, parts helpers, persons regularly employed for not more than thirty (30) hours per week outside of the Waste Management Division, students employed during school vacation period or engaged on semester period and employees for which any trade Union holds bargaining rights.

2.04 The Employer recognizes the following categories of employees:

- a) A full-time employee is one who is regularly scheduled to work forty (40) hours per week.
- b) A part-time employee is one who is regularly scheduled to work for thirty (30) hours or less per week.

2.05 Part-time employees will not be used in such a way as to replace full-time positions, except that a part-time employee may replace a full-time employee during temporary absence. Part-time employees will not be used for the sole purpose of avoiding the creation of a full-time position but rather to allow full-time employees to work Monday to Friday in an operation that is open to the public seven (7) days per week.

ARTICLE 14 – Seniority

14.02 Existing language applies to full-time employees and add:

A part-time employee shall be considered to be on probation and shall not progress to the Job Rate (Three Month Rate) until five hundred and twenty (520) hours of work have been completed. Seniority shall date back to the day on which their employment began.

14.04 Separate seniority lists for full and part-time employees shall be maintained and updated quarterly by the Employer and shall include the classification and yard location of each employee and shall be posted on the Employer's appropriate bulletin boards with a copy of same being sent to the Union.

14.06 Existing language applies to part-time employees and add:

The provisions of 14.06 apply to part-time employees except that “three (3) months” is changed to

read “five hundred and twenty (520) hours of work”.

ARTICLE 15 – Demotion, Lay-off, and Recall Procedure

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

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

ARTICLE 16 – Filling of Job Vacancies

16.10 Filling of Temporary Vacancies

- a) When a vacancy arises due to an employee being absent for any reason, a part- time employee may be temporarily assigned to fill the position.
- b) In such event the employer shall first offer such temporary assignments to qualified part-time employees in the affected classification in order of their seniority on a rotation basis. A temporary assignment declined by an employee shall count as an assignment worked for purposes of this clause. The part-time employee's status, including add-on pay, shall not be altered.
- c) Temporary assignments covered by this section are as follows:
 - i) Temporary full-time assignments for known extended periods of absence which are expected to last for forty (40) hours or more.
 - ii) Call-Ins to replace temporary full-time or part-time absence of less than forty (40) hours.
- d) Separate seniority-rotation lists shall be maintained for either of the two (2) assignment categories set out in part (c) of this section.

Seniority-rotation basis is defined as a continuum that starts with the senior most employee and proceeds through the list to the junior most employee before returning to the senior most employee.

Temporary assignments shall be offered to the next available part-time employee on the applicable seniority-rotation list. For clarification, this is the next available part-time employee listed immediately after the last part-time employee accepting assignment and scheduled to work.

A part-time employee on either of the seniority-rotation lists is unavailable for assignment when they have indicated their unavailability in writing, are on sick leave or any other approved leave, are currently working a temporary full-time assignment, are on vacation, are contacted and decline the offer or, cannot be reached.

For call-ins as provided in (c)(ii) a part-time employee is unavailable if the assignment offered would result in that part-time employee exceeding sixty (60) hours of work during the two (2) week scheduling block in which the assignment falls.

- e) If all part-time employees are scheduled to work or will have worked sixty (60) hours in the two (2) week scheduling block, management will offer the work described in c) ii) to full-time employees, in accordance with Article 29.07. The remedy for failure to offer required overtime work will be payment for the missed opportunity. If the employer is unable to get

a full-time employee to volunteer for the overtime opportunity, the employer then returns to the part-time call-in list and offers additional hours, at straight time, to the next person entitled to an opportunity on the list, even if it results in the employee working more than sixty (60) hours in the two (2) week scheduling block.

- f) Should the Employer be unable to fill the temporary assignment described in (c)(i) through this protocol, the temporary position, in its full duration, shall be posted and filled in accordance with this Article.
- g) Should a part-time employee be the successful applicant for a posted temporary full-time position, their part-time status shall not be altered and they will continue to receive the "add-on" calculated on the job rate of the temporary full-time position.
- h) Should the Employer fill a shift and in doing so miss a part-time employee in the established protocol, the missed employee will be provided with an in-kind opportunity within the same pay schedule in which the error occurred. If the Employer is unable to provide an in-kind remedy in the pay period in which the error occurred, the affected employee will be paid for the missed opportunity.

ARTICLE 23 – Bereavement Leave

23.01 Existing language applies to full-time employees and add:

Part-time employees are entitled to the bereavement leave set out above, provided such days of bereavement leave are days which the part-time employee was scheduled to work.

ARTICLE 25 – Vacations with Pay

25.01 Existing language applies to all full-time employees and add:

Vacation Pay for part-time employees shall be calculated at the following percentages:

Less than one(1) year continuous service - 4% of actual earnings to May 31st

One (1) year continuous service	- 4% of actual earnings from June 1 st to May 31 st
Two (2) years continuous service	- 6% of actual earnings from June 1 st to May 31 st
Eight (8) years continuous service	- 8% of actual earnings from June 1 st to May 31 st
Fifteen (15) years continuous service	- 10% of actual earnings from June 1 st to May 31 st
Twenty-five (25) years continuous service	- 12% of actual earnings from June 1 st to May 31 st

Vacation Pay for part-time shall be added to each pay, and unpaid vacation time off will be granted on the basis of:

One (1) year continuous service	- two (2) weeks from June 1 st to May 31 st
Two (2) years continuous service	- three (3) weeks from June 1 st to May 31 st
Eight (8) years continuous service	- four (4) weeks from June 1 st to May 31 st
Fifteen (15) years continuous service	- five (5) weeks from June 1 st to May 31 st
Twenty-five (25) years continuous service	- six (6) weeks from June 1 st to May 31 st

ARTICLE 26 – Paid Holidays

Part-time employees shall receive pay for the holidays specified in Article 26.01 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 their 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.

ARTICLE 29 – HOURS OF WORK AND OVERTIME

29.05 Existing language applies to all full-time employees and add:

Part-time employees shall receive overtime payment for hours worked in excess of their normal daily hours and for all hours worked in excess of forty (40) hours per week. Overtime will be calculated in accordance with the full-time provisions.

29.13 Part-Time Schedules

In accordance with Article 2.04 of this Agreement, part-time employees shall be scheduled on the following basis:

- 1) Part-time employees shall maintain with the Employer the employee's current availability for shift scheduling purposes.
- 2) Part-time employees with unrestricted availability shall be scheduled to the maximum of thirty (30) hours per week, and schedules shall be established which balance the number of hours per employee to within six (6) hours.
- 3) Remaining shifts shall be scheduled to the maximum of thirty (30) hours per week for those part-time employees whose availability is restricted and on a seniority preference basis.
- 4) For the purpose of this Article, "unrestricted availability" is deemed to mean that the employee is available to work any shifts scheduled during the seven (7) day period. Such availability is subject to the normal leave provisions of this Collective Agreement.
- 5) In the event that a part-time employee is assigned to temporarily replace a full-time employee, the provisions of Article 2.05 shall apply.

ARTICLE 30 – EMPLOYEE BENEFITS

30.02 Existing language applies to full-time employees and add:

Part-time employees shall receive fourteen percent (14%) in lieu of all fringe benefits other than those required by law.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

For the Union

David Young

David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

MKaramat

MKaramat (Jan 14, 2025 19:20 EST)

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Noelle Racicot-Kelly
Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #3

Between

THE REGIONAL MUNICIPALITY OF PEEL

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Steward Meetings

On an as required basis, however, not more than one (1) meeting bi-monthly for up to a maximum of the hours in their regular scheduled workday, without loss of pay, the Union Stewards, Unit Vice President and Chief Steward shall be authorized to meet to discuss labour relations issues as it relates to the Public Works Department.

The meetings shall be scheduled at least one (1) month in advance, not to be scheduled on a Monday or Friday, and will not incur overtime.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #4

Between

THE REGIONAL MUNICIPALITY OF PEEL

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Water and Wastewater Divisions

For the purpose of establishing shifts in Water/Wastewater Division, the following provisions will apply for the life of this Collective Agreement in addition to the provisions of Article 29.04.

1. A shift may be established by the Employer where necessary to ensure the business needs of the Water/Wastewater Division are covered and fulfilled properly.
2. A shift may be established where there are sufficient employees permanently assigned to the job classification to fulfill the shift or the Employer will hire additional regular full-time employees to staff the shift.
3. If this requirement is not met, a shift may only be established if there are sufficient volunteers to work within the classification.
4. The Employer will schedule and administer any such shift in accordance with the current Water/Wastewater on call schedules in effect at that time.
5. The start times of the Water AM, Water PM and shift person may be adjusted to ensure the requisite coverage pursuant to all applicable legislation, including the hours of work and overtime provisions of the Employment Standards Act. Prior to instituting any changes to the start times, the Employer shall discuss the proposed changes with the union and seek input into the changes. However, any decision of the Employer in this regard is final.
6. The Employer will schedule and administer any such shift based on a 4-day work week; comprised of 4 days of 10 hours per day; Monday to Friday.
7. Any such shift will be scheduled by the Employer for the Union with one qualified Operator at Wolfedale Yard and one qualified Operator at Copper Road, of the Water/Wastewater Division on a year-round basis.
8. If at any such time it is deemed necessary to add an additional shift at other Water/Wastewater Division yards, the Employer will have the ability to do so with 30 days advanced notice to the Union. The Region shall endeavour, based on operational needs, that any additional shift may have the same shift schedule(s) as at the other Water/Waste Division Yards.
9. The Employer may at its sole discretion adjust the start times of any such shifts and for any on call employees during pay periods where there are any statutory holidays as defined within this Collective Agreement.
10. The Employer may make changes to any shift and any on call start times after providing two (2) weeks advanced notice to the Union.
11. Both the Employer and the Union recognize that any cancellation of the 4-day workweek will affect the shift and on call schedules. Accordingly, the Union and the Employer will work collaboratively to adjust any such shift times as may be required to ensure that the business needs of the Water/Wastewater Division are covered and fulfilled. However, any decision of the Employer in this regard will be final.

The Employer will provide the Union with at least 30 days notice of cancellation of the shift.

12. The parties understand and acknowledge that where there are employees within the required classification who are not fully qualified and are assigned to the shift under provision 1, 2 or 3, they will be teamed with employees who are qualified and regularly assigned to that shift.
13. The shift may be combined with an on-call component if deemed necessary by the Employer. Any such shifts will be filled in accordance Article 29.04.
14. This arrangement will be reviewed on a semi-annual basis to monitor its effectiveness and to explore options to meet operational needs.
15. Following a discussion between the affected parties, a thirty (30) day notice will be given by either party for termination of this Letter of Agreement.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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David Young (Jan 15, 2025 12:48 EST)

David Young
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Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #5

Between

The Regional Municipality of Peel (Hereinafter referred to as “the Employer”)

and

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

(Hereinafter referred to as “the Union”)

DMS — Weekly Indemnity & LTD Involvement

This confirms the agreement between the parties to have the Employer’s Disability Management Team assist employees with their Weekly Indemnity and Long-Term Disability claims in the event their claim is not approved by the benefit carrier. Assistance may include guidance on information the benefit carrier requires for claim adjudication, and counselling.

The parties agree that, subject to all applicable provisions set out in the Collective Agreement, an employee may file a grievance in relation to a denial of Weekly Indemnity claims.

The parties also agree that the Long-Term Disability program may, when required, be discussed in accordance with the Union/Management meeting process. If necessary, representatives of the benefit carrier may be included to assist with such discussions.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #6

Between

**THE REGIONAL MUNICIPALITY OF PEEL
and**

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

MECP Training and Certification

LICENCE FEES

The Employer shall pay for all operator license fees.

EXAMINATION FEES

The Employer shall pay for operator license examination fees for all operator licenses for employees working in the Water or Wastewater Divisions.

The Employer shall pay for all costs incurred by an employee working in the Water or Wastewater Division to write an operator license/certificate or other mandatory MECP training examination on a date and location acceptable to the Employer for the first and/or subsequent successful sitting.

An employee having failed their first license/certificate examination will be required to take an approved leave to attend subsequent examinations. All costs incurred for the successful passing of a license/certificate or other mandatory MECP training examination will be paid by the Employer (including crediting of leave). The Employer will not pay for any costs incurred for unsuccessful sittings (excluding the first sitting).

The Employer shall pay for operator license/certificate or other mandatory MECP training examination fees and associated costs for employees working in the Water or Wastewater Divisions for a maximum of one (1) attempt at examinations for each operator license/certificate classification required for the employee's job classification determined by the Employer and established by the Public Works Joint Job Evaluation Committee. In the event an employee tests for a second or subsequent time and is successful, the costs incurred for the successful, sitting shall be paid by the Employer.

TRAINING

The Employer shall ensure that adequate training is provided to meet regulatory requirements for all employees in the bargaining unit who are required to hold operator license/certification to perform their job. The employee is required to attend all required training needed to maintain their license/certificate.

The Employer shall pay for all associated training costs for employees working in the Water or Wastewater Divisions, including the hours of training and travel time to the training location, required for employees to maintain their license/certification.

SCHEDULE

In the event a license/certificate examination or training event is planned for an employee's scheduled day off, the Employer reserves the right to reschedule the day off within the same pay period. The Employer will provide two (2) weeks' notice of such change of schedule.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

David Young

David Young (Jan 15, 2025 12:48 EST)

David Young
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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #7

Between

THE REGIONAL MUNICIPALITY OF PEEL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

License Premiums for Licenses above Minimum Operator Licensing Requirements for Water and Wastewater Operations

The Employer shall pay an hourly premium for all hours worked, vacation and personal hours for each operator license an employee holds above the minimum operator licensing requirement (the "Operator") for their classification established by the Public Works Job Evaluation Committee.

The licensing premiums will be as follows:

- a) thirty cents (\$.30) for all hours.

For any license the Operator holds that is a Class 3 or Class 4, the Employer shall pay an additional premium as follows:

- b) fifty cents (\$.50) an hour for all hours.

1. License Premiums for employees holding minimum licensing Requirements for Water and Wastewater Operations

The Employer shall pay an hourly wage premium on all hours worked, vacation and personal hours to each employee in Water and Wastewater Operations in the following roles who hold the minimum licensing requirements for their respective classification as established by the Public Works Job Evaluation Committee, and who have completed all required annual training and complete the MECP mandatory renewal course as required:

- a) Water/Wastewater Operator in Training: three dollars (\$3.00) per hour.
- b) Water/Wastewater Plant Operator in Training: three dollars (\$3.00) per hour.
- c) Operator II Water/Wastewater: four dollars (\$4.00) per hour.
- d) Water/Wastewater Construction Operator: four dollars (\$4.00) per hour.
- e) Operator Backhoe Water/Wastewater: five dollars (\$5.00) per hour.
- f) Plant Operator: five dollars (\$5.00) per hour.
- g) Operator III Water/Wastewater: five dollars (\$5.00) per hour.
- h) Sub-foreperson Water/Wastewater: seven dollars (\$7.00) per hour.
- i) Sub-foreperson Plant Operations: seven dollars (\$7.00) per hour.

The employer will endeavour to review the wage grid for Water/Wastewater prior to the next round of bargaining.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #8

Between

THE REGIONAL MUNICIPALITY OF PEEL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Wing/Plow Premium

The Employer shall pay a premium of three dollars (\$3.00) per hour for all hours worked on plowing and spreading activities, excluding anti-icing.

This premium is an exception to Article 29.12 and can be compounded with the shift premium specified in Article 29.04 when applicable.

The Wing/Plow premium will be added to the employee's hourly rate for the purpose of calculating overtime pay.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #9

Between

THE REGIONAL MUNICIPALITY OF PEEL
and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

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.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #10

Between

THE REGIONAL MUNICIPALITY OF PEEL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Cross Training of Mechanics Classifications and Maintenance of Fleet Vehicles and Equipment

This confirms the agreement between the parties, on a without prejudice or precedent basis, that employees employed in the “Mechanic” classification in the Public Works bargaining unit (local 966) will participate in cross-training with the employees employed in the “Mechanic” classification in the TransHelp bargaining unit (local 966). After the period of cross-training is completed, Mechanics in the TransHelp bargaining unit and Mechanics in the Public Works bargaining unit, will be allowed to work on any and all vehicles and equipment. Overtime opportunities will be available to all Mechanics through a combined overtime list. The current provisions for stand-by contained in each Collective Agreement will apply. However, the current Mechanics in TransHelp will have the opportunity to opt-in to the stand-by rotation and if they so choose, they must remain on the stand-by rotation. Any new Mechanics hired into the TransHelp unit will automatically become part of the stand-by rotation.

Cross-Training

The period of cross-training will begin upon ratification of the Collective Agreement.

The cross-training will include but is not limited to: observing each other’s work practices, attending team meetings, attending courses and/or obtaining certificates required to work on all equipment serviced by these maintenance areas. This may include in-house seminars, attendance at courses facilitated by an outside provider or hands-on training.

Employees will be paid for all periods of cross-training at their regular rate, and all terms and conditions of their Collective Agreement shall apply.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #11

Between

THE REGIONAL MUNICIPALITY OF PEEL

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Remuneration Protocol for Employees in Water and Wastewater Services not Possessing Minimum Qualifications for Their Classification

1. Employees hired or promoted into classifications within the Water or Wastewater Services Divisions, who do not possess the minimum licence requirements for their classification as determined by the Employer and established through the Joint Job Evaluation Process, will be at the start rate for their classification until they meet the minimum qualifications or twelve (12) months from their start date in the classification, whichever is sooner.
2. Should an employee be unable to obtain their Level 1 MECP Water certificate or Wastewater License by the end of the 12th month from start date, due to being assigned to other duties, they shall be automatically upgraded to an Operator II Water/Wastewater start rate of pay, as long as:
 - The employee has worked a minimum of 1800 hours
 - The employee has at least 1000 hours in one of water or wastewater
 - Has written and passed their MECP Level 1 exam in either discipline

Once the employee has worked the full 1800 hours in the one discipline and have presented their license to management, they will move to the job rate for Operator II Water/Wastewater, which will take effect on the date their license was issued.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

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Labour Relations Consultant

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Noelle Racicot-Kelly
Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #12

Between

THE REGIONAL MUNICIPALITY OF PEEL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Early Resolution Process

Whereas the parties agree that there are benefits for both the Union and the Employer to exploring early resolution options for grievances prior to scheduling arbitration hearings;

Whereas the parties agree to a process improvement which allows for an attempt at early resolution of grievances referred to arbitration;

The parties agree to the following terms and conditions, on a without prejudice and precedent basis:

Final Step Meetings for Grievances:

- a) **Human Resources** will work with the Unit Vice-President, with copy to the National Representative, President CUPE Local 966 or designate, to pre-schedule final step meetings for grievances within each bargaining unit on a monthly or bi-monthly basis, where applicable.

Grievances Referred to Arbitration:

- a) Human Resources and Manager, Employee Relations receive arbitration referral from CUPE Local 966 within time frames stipulated in the Collective Agreement;
- b) The Region of Peel acknowledges that email notification from the Unit Vice-President (UVP), Chief Steward or designate to Human Resources indicating a grievance has been referred to arbitration within the time frames outlined in the Collective Agreement is appropriate notification. However, formal notification via a letter from CUPE will continue to be provided in a timely fashion and confirms the referral to arbitration;
- c) The parties agree that the arbitration referral will not be processed by either side to select an Arbitrator from the' MOU Arbitrator list for ninety (90) days, unless a mediation is held within the ninety (90) days and does not resolve the grievance(s), in which case an Arbitrator may be assigned from the agreed to list. The ninety (90) days will commence from the date of the email from the UVP as outlined in (b);
- d) Human Resources will contact CUPE National Representative with copy to UVP, President and Vice- President to discuss method for potential early resolution of the grievance, prior to legal counselor sides person selecting and scheduling an Arbitrator;
- e) Potential resolution is explored either with the use of a Mediator or between the parties;
- f) Human Resources or CUPE may determine that the grievance is unable to be resolved. In which case Human Resources refers the file to the Region of Peel Legal division for assignment of an Arbitrator and scheduling of dates with Human Resources and CUPE.
- g) Once a mediation or arbitration date have been confirmed, cancellation will only be done by agreement of the parties.

Mediation without third party:

- a) The parties agree to schedule monthly or bi-monthly meetings to review and attempt to mediate grievances.

Selection of Mediator or Arbitrator:

- a) Region of Peel and CUPE have agreed to use the attached addendum to this Memorandum

with the agreed to Arbitrators for the purposes of arbitration and mediation;

Mediation with Third Party:

- a) Pre-set mediation meetings will be scheduled quarterly by bargaining unit (depending on average grievance load) for the parties to use for mediation of grievances. The use of Mediators will be rotated in sequential order according to the attached addendum of Arbitrators;
- b) Human Resources will arrange dates and Mediators with their client and CUPE.

Arbitration:

- a) The parties agree to the use of a Sole Arbitrator as a default as stipulated in the language of the Collective Agreements for Human Services, Public Works, Public Health and TransHelp. Where it is not stipulated in the Collective Agreements in Long Term Care, parties will agree to the use of a Sole Arbitrator on a case-by-case basis in accordance to the Collective Agreements;
- b) The Region of Peel Legal division will work with Human Resources and CUPE to schedule the arbitration;
- c) The use of Arbitrators will be rotated in sequential order according to the attached addendum of Arbitrators, these names will be rotated separately from those used for mediation as outlined above;
- d) Either party can agree at anytime that other resolution options are not feasible and forward the grievance for arbitration scheduling.
- e) Nothing in this Agreement will preclude either party from considering other resolution options.
- f) If an arbitration date or mediation date is no longer required, the parties will attempt to schedule other matters for that date.

General:

- a) Should unforeseen circumstances arise, the parties agree to meet and make good faith efforts to resolve any issues.
- b) Either party may wish to end this process by providing the other party with sixty (60) days written notice.
- c) Communication and correspondence with CUPE in relation to this Agreement will be between CUPE National Representative, President of CUPE Local 966, or designate.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

David Young
David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

MKaramat
MKaramat (Jan 14, 2025 19:20 EST)

Mohammad Karamat
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Shayne Waters
Shayne Waters (Jan 21, 2025 21:55 EST)

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Tony Di Sano (Jan 16, 2025 14:06 EST)

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Wayne Broderick (Jan 17, 2025 10:29 EST)

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Mark Pacheco (Jan 15, 2025 17:56 EST)

Mark Pacheco
Bargaining Committee Member

Ted Smith
Ted Smith (Jan 15, 2025 18:10 EST)

Ted Smith
Bargaining Committee Member

Noelle Racicot-Kelly
Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #13

Between

THE REGIONAL MUNICIPALITY OF PEEL
and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

Sick Leave Plan – Period of Hospitalization

Re: Article 25.04 a) and b)

The Employer will consider the period of hospitalization to begin as sick leave when an employee is waiting in the hospital, which results in the employee then being admitted as an in-patient to the hospital.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #14

Between

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”)**

Mergers, Amalgamations or Reorganization

In the event of any significant restructuring, reorganization, divestment, consolidation, merger, or amalgamation involving all or part of the Employer with any other municipality (hereinafter referred to as “Significant Restructuring”), the following procedures will apply:

1. Notification:

The Employer shall notify the Union in writing as soon as reasonably possible upon becoming aware of the possibility or decision to proceed with a Significant Restructuring.

2. Consultation:

Within thirty (30) days of receiving such notification, the Employer and the Union agree to convene a meeting to discuss the potential impacts of the Significant Restructuring on the Union’s employees within the Public Works division.

3. Ongoing Communication:

The Employer and the Union commit to continuous consultation and the sharing of relevant information, while respecting any confidentiality or legal restrictions, throughout the process of the Significant Restructuring.

4. Employee Rights and Benefits:

In instances of Significant Restructuring, the Employer will endeavor to ensure the following for affected Employees, within the bounds of applicable legal obligations and legislation:

- The carry-forward of all seniority and seniority-related rights.
- The carry-forward of service credits relating to vacation pay, sick leave, and other similar benefits.
- The maintenance of current conditions of employment and wage rates without reduction or diminishment.
- The continuation of employment with any subsequent employer.

5. Limitation of Guarantee:

The Union acknowledges that while the Employer commits to making best efforts to secure the outlined provisions, this agreement does not create a legally binding obligation on the Employer or guarantee specific outcomes.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

David Young

David Young (Jan 15, 2025 12:48 EST)

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Ted Smith
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Noelle Racicot-Kelly

Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #15

Between

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”)**

Temporary Employees

The following Letter of Agreement modifies the terms of Articles 2 and 33 of the Collective Agreement.

Temporary employees are not covered by the terms and conditions of the Collective Agreement, except where specifically stipulated otherwise in this Letter of Agreement or in the Collective Agreement:

1. Temporary employees are employees hired externally into classifications set out in Schedule 2 of the Collective Agreement with the understanding that employment is not permanent and will conclude at the end of the period they were hired for.
2. Temporary employees are hired for a period in accordance with Article 33.02, and who may be employed on either a part-time or full-time basis.
3. Before hiring a temporary employee for a position, the Employer shall post that position as a temporary vacancy under Article 16.02. The Employer may hire a temporary employee if no permanent employee is successful in the recruitment process or if no permanent employee applications are received.
4. Temporary employees are required to serve a probationary period of three (3) months from the date of hire.
5. Temporary employees are subject to Articles 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 17, 18, 20, 21, 28, 29, 32, 33, 34, 36 and Schedules 1 and 2 of the Collective Agreement, and Letters of Agreement #4, 6, 7, 8, 10, 11, and 12.
6. Temporary employees hired as per Article 33.02 (a) will only be entitled to overtime opportunities where no regular employees are available. However, this restriction does not apply to overtime incurred as a result of such temporary employee working past the end of a shift, or to stand-by entitlements under Article 29.
7. Temporary employees hired as per Article 33.02 (b) will only be entitled to overtime opportunities where no regular employees are available. However, this restriction does not apply to overtime incurred as a result of such temporary employee working past the end of a shift.
8. Temporary employees who have successfully completed their probationary period may apply for posted vacancies at the same time as regular employees. However, regular employees will be

evaluated first, subject to all applicable provisions set out in the Collective Agreement.

9. If a temporary employee successfully completes their probationary period and subsequently obtains a permanent bargaining unit position within Public Works, the employee will not be required to serve another probationary period in the permanent position.
10. If a temporary employee obtains a permanent bargaining unit position within Public Works, the employee's seniority will be backdated to their original date of hire provided there is no break in service greater than thirteen (13) weeks.
11. Temporary employees shall receive a fourteen percent (14%) payment levied on their regular wages, in lieu of all fringe benefits other than those required by law.
12. For greater clarity, temporary employees are not entitled to benefits set out in Article 30 and Schedule B of the Collective Agreement (and Letters of Agreement #5, 9 and 13). If a temporary employee obtains a permanent bargaining unit position, that employee will be entitled to benefits as per and subject to any applicable provisions as set out in the provisions outlined above or otherwise, so long as the employee has served at least three (3) months of continuous service.
13. For temporary employees, paid holidays shall be recognized and administered in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time ("ESA, 2000").
14. Temporary employees shall be paid vacation pay in accordance with the ESA, 2000 which shall be included in the employee's regular pay reflecting vacation earnings payable for that pay period.
15. Temporary employees may be eligible for leaves set out and as per the terms of the ESA, 2000.
16. Temporary employees may be eligible to join the pension plan as provided by OMERS, subject to and in accordance with the terms, rules, regulations, policies and limitations of the plan. All matters in relation to a temporary employee's pension are within the sole discretion of OMERS.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

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Noelle Racicot-Kelly
Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #16

Between

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”)

Plumber and Electrician Premium

The Employer shall pay an hourly premium of three dollars (\$3.00) for all hours worked, and vacation, and personal hours where a Plumber or an Electrician possesses a bona fide Plumber's or Electrician's certification and license recognized by the Ministry of Colleges and Universities.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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Noelle Racicot-Kelly

Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #17

Between

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”)

Mechanic/Sub-Foreperson Mechanic License Premium

1. The Employer shall pay an hourly premium of four dollars (\$4.00 per hour) for all hours worked and vacation and personal hours for each Mechanic or Sub-Foreperson Mechanic who holds both the 310S and 310T license designations (the “Premium”).
2. Any Mechanic or Sub-Foreperson Mechanic who possesses only one of the 310S or 310T license designations shall not be entitled to the above premium. These employees will receive the wage associated with the employee’s respective job classification as reflected in Schedule 2 of this collective agreement.
3. A Mechanic who is a qualified mechanic for emergency vehicles shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours. This premium shall not be pyramided with the premium for a Mechanic who holds both the 310S and 310T license.

Examination Fees

4. An employee holding the Job Title of Mechanic or Sub-foreperson Mechanic who does not possess both licenses may be eligible for an opportunity to challenge the examination required to be granted either 310S or 310T.
5. The Employer shall reimburse the Employee the required Evaluation Fee and Examination Fee only one time, upon successfully passing the examination and being granted the respective license.
6. Further, the Employer will grant only one paid day off to attend the examination.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

For the Union

David Young
David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

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Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #18

Between

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”)**

Water/Wastewater Temporary Mentorship Program

WHEREAS the Employer has identified a need regarding the on-the-job training of OITs (Operators-in-Training);
AND WHEREAS the Employer and the Union (the “Parties” agree that Water/Wastewater Operators (“Operators”) can be used to assist with the on-the-job training of OITs;
AND WHEREAS the Parties are subject to a Collective Agreement, the current term of which expires on January 31, 2023 (the “Collective Agreement”); NOW, THEREFORE, the Parties agree to the following as a temporary agreement (the “Agreement”) which shall expire no later than January 31, 2026, unless terminated earlier as set out herein:

1. The Employer will identify Mentors who will be a part of the BLOCKS training program, through a call for interest offered to full-time Operators.
2. The call for interest will be sent out via email to all full-time Operators, and only those at Level I or higher will be considered. These emails will be sent out on an as needed basis.
3. Interested Operators will be required to respond to the call for interest within one (1) week of the email set out above.
4. The Employer will review the expressions of interest from all Operators who have responded to the call for interest, and will determine, in its sole discretion, which Operators will be used as Mentors. When the mentors’ ability is equal, then seniority will govern.
5. Mentors will receive a one dollar and fifty cents (\$1.50) per hour premium in addition to their regular rate of pay, for all hours worked as a Mentor as part of the BLOCKS training program.
6. Following a discussion between the Parties, a thirty (30) day notice will be given by either Party for early termination of this Agreement.

This Agreement is made without prejudice and precedent to the interpretation or application of the Collective Agreement, any other agreements between the Parties, or any dispute between the Parties.

The Parties agree that this Agreement is temporary. The Parties agree that this Agreement does not form part of the Collective Agreement.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

For the Union

David Young
David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #19

Between

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”)**

Flexible Work Scheduling Provision

The Parties hereby agree to the implementation of Flexible Work Scheduling Provision (FWSP) scheduling arrangement for the scheduling hours of work that would allow staff to work the number of hours normally worked in a five (5) or ten (10) day pay period over a shorter time period with one or more scheduled flex day(s) off during the ten (10) pay period. This agreement will apply to all bargaining staff within the Public Works Department Divisions of Water/Wastewater, Transportation, Waste Management and Operations Support. The implementation of the schedule will vary depending on the business unit and the business' needs and may run year-round, seasonally, or not at all.

The Divisions of Water/Wastewater, Transportation and Operations Support will have a work week that is normally Monday to Friday.

The Waste Management Division operate 7 days a week and staff regularly work across the 7 days.

General Description

Under the scheduling arrangement, staff will be scheduled to work 80 hours in a bi-weekly pay period.

Once the schedule is set, scheduled flex days off will be as determined by the respective Manager and Supervisors and may include the following:

1. Assignment of scheduled flex days off will be based on business needs to ensure coverage. Every attempt will be made to have scheduled flex days fall at the beginning or end of the work week.
 - i) Within a pay cycle, scheduled flex days off will be set at the Manager's and Supervisor's discretion with no more than fifty percent of staff off on a scheduled flex day on the same day under this letter of agreement.

The first scheduled day off for eligible staff will be the start of the second pay period after the ratification of the collective agreement.

- ii) For the period this agreement is in effect, work is scheduled each day for one of ten (10), nine (9) or eight (8) hours per day within each pay period. Staff will be required to take a “rolling” lunch (20 minutes paid lunch at their current job site) and will be paid for ten (10), nine (9), or eight (8) straight hours. It is termed “rolling” because it is taken when the working situation permits, and it is to be observed at the job site. Scheduled shifts under this provision shall begin no earlier than six (6) am and end no later than five (5) pm.

2. Specific Issues

a) Overtime

Overtime is to be paid after ten (10) hours, nine (9) hours, or eight (8) hours as applicable for that

specific day of the cycle. If an employee is called in on their scheduled flex day off, all hours worked will be compensated for at time and one half (1 ½); however, with a minimum of ten (10) days notice to the affected employee, the employee's supervisor may reschedule the employee's day off within the same pay period and no overtime pay shall apply. The scheduled day off will not affect an employee's entitlement for overtime call-in on the weekend. Where an employee is called in on their scheduled flex day and that day is a holiday, the provisions of Article 26 shall apply.

- b) Standby hours are to commence at the end of their scheduled shift. If an employee is on standby on their scheduled flex day off, the standby compensation pay will be in accordance with article 29.09.
- c) Vacation day entitlements set out under Article 24 of the Collective Agreement refer to eight (8) hour days. Accordingly, the observance of one vacation day would deplete the employee's bank by either ten (10) hours, nine (9) hours, or eight (8) hours, as the case may be based on their work schedule.

d) Benefits

Paid incidental sick days will be paid at the number of hours the employee was scheduled to work that day (i.e., if they were scheduled to work 9 hours that day, they will be paid 9 hours sick time and 9 hours will be deducted from their annual 48 hour allotment. The annual allotment is based on six (6) shifts annually paid at eight (8) hours per shift for employees working an 80-hour biweekly schedule (maximum 48 hours). Any residual sick hours may be combined with available Personal Day or Vacation hours to meet a full sick day (8, 9, or 10 hours as the case may be).

Paid Personal Days will be paid at the number of hours the employee was scheduled to work that day (i.e., if they were scheduled to work nine (9) hours that day, they will be paid nine (9) hours Personal time and nine (9) hours will be deducted from their annual maximum twenty four (24) hour allotment). The annual allotment is based on a maximum of three (3) shifts annually paid at eight (8) hours per shift for employees working an eighty (80) hour biweekly schedule (maximum 24 hours). Any residual Personal hours may be combined with available Vacation hours to meet a full Personal day (8, 9 or 10 hours as the case maybe).

Paid Bereavement Days will be paid day for day in accordance with Article 23.

e) Statutory Holidays –

All Statutory Holidays will be paid at eight (8) hours. Based on which day in the employee's schedule the day falls, the employee will be required to make up additional time within the same pay period to fulfill the required 80 hours of the pay period.

If the Statutory Holiday falls on a scheduled day off, management will reschedule the day within the same pay period and the employee will be paid 8 hours for their scheduled Statutory Holiday and will be required to make up additional time within the same pay period to fulfill the required 80 hours of the pay period.

For staff that will be working a 4 days in 5 schedule – all days within the pay week that the statutory holiday fall will be 8 hour days and there will be no day off that week. The schedule will resume at the start of the following pay period. As a note, pay periods are Thursday to Wednesday.

If two statutory holidays fall within the same pay period, management will provide notice to the employees of any work schedule changes to ensure business needs are met.

f) Religious Observance Days

Religious Observance days will be dealt with in accordance with normal approved leave policies and time will be assessed and paid based on the same principles as Personal Days in (d).

g) Training

When the employee's Supervisor plans training on the employee's scheduled flex day off, that day shall be a ten (10), nine (9), or eight (8) hour day. If the supervisor reschedules the scheduled flex day off within the same pay period, then no overtime shall apply on the original scheduled day off.

- h) If an employee requires any medically supported modified hours/duties or both, the employee will be excused temporarily from the FWSP arrangement and revert back to the normal work schedule. Once all the medically supported restrictions end, the employee will be reinstated to the FWSP arrangement. If medically supported permanent restrictions are required/established, the employee may be eligible to participate in the FWSP arrangement if the requirements of this Letter of Agreement can be met. Notwithstanding Item 3 of this Agreement, the employee will commence a normal work schedule immediately and without advance notice based on supporting medical documentation.

i) Conflicting Provisions

It is understood and agreed by the Parties that should there be any conflicts between this Letter and the Collective Agreement, either party may utilize the grievance procedure as per Articles 10 and 11 in the collective agreement.

j) FWSP Scheduling Arrangement Performance Monitoring

The Union and the Employer shall jointly determine a few prescribed measures to be established and monitored on a regular basis by management to ensure that the expected benefits of the FWSP scheduling arrangement are achieved and sustainable. These measures may be related but not limited to performance, employee satisfaction and regular business metrics.

- k) Employees who do not adhere to the principles of this Letter of Agreement may be removed or excluded from participating in the FWSP scheduling arrangement at the end of the current pay period. If service levels are impacted or administrative problems result in a specific Section due to the FWSP scheduling arrangement, employees from that Section will be excluded from the FWSP and the FWSP will be terminated for that group.

3. Length of Agreement

The agreement may run on a year-round basis or seasonally as determined by management for each business area and will be monitored regularly.

Following a discussion between the affected parties, a thirty (30) day notice will be given by either party for termination of the agreement except in clause 2 (k). This termination can be by business unit without affecting the agreement in any of the other business units.

4. Operations Support and Waste Management will work 9 days out of 10.
Water/wastewater will work 4 days out of 5. Roads will work 4 days out of 5 outside of winter shifts. This is subject to change.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

For the Union

David Young
David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

MKaramat

MKaramat (Jan 14, 2025 19:20 EST)

Mohammad Karamat
Bargaining Committee Member

Shayne Waters

Shayne Waters (Jan 21, 2025 21:55 EST)

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Tony Di Sano (Jan 16, 2025 14:06 EST)

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Ted Smith (Jan 15, 2025 18:10 EST)

Ted Smith
Bargaining Committee Member

Noelle Racicot-Kelly

Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #20

Between

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”)**

Re: Stand-by Transportation Division

The purpose of this LOU is to provide for the reasonable equitable distribution of overtime opportunities for stand-by duties within the Transportation Division. This LOA supplement the provisions of Article 29, including 29.04, 29.07, and of this Collective Agreement.

Probationary employees who demonstrate competence during winter shifts shall be eligible for inclusion in stand-by duties, as outlined in Article 29.09.

Before the end of every Thursday, employees scheduled to be off duty may voluntarily sign up for a call-in list maintained by the Employer (the “Call-In List”).

All call-ins will follow the lowest overtime equalization list (“OT List”) order, consistent with established practice of the parties. The Employer shall call in employees in the following order:

- 1) it will proceed first to call the employees scheduled for stand-by duties; then,
- 2) it will proceed to call the employees on the voluntary call-in list; then,
- 3) call the probationary employees in order.

Again, all call-ins will follow the lowest OT list order as per the established practice.

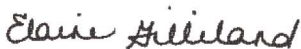
Employees who volunteer for the call-in list are expected to respond during their scheduled weekend off. Any failure to respond will result in refused hours, which will be accounted for in the OT equalization list. The parties agree that it will factor all probationary employees into the OT List for averaging purposes.

Participation for call-in via the Call-In List is entirely voluntary. The Employer shall not be obligated to pay any stand-by pay for call-in vis-à-vis the Call-In List.

The Employer reserves the right to call employees on the voluntary list based on the available driving hours and the duration of planned operations.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer



Elaine Gilliland
Director, Water & Wastewater Operations

For the Union


David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

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Noelle Racicot-Kelly
Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #21

Between

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”)

Mechanic Mentorship & Premium

The parties agree to meet within thirty days of the ratification of this collective agreement to negotiate a Letter of Agreement establishing a mechanic mentorship and premium.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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David Young (Jan 15, 2025 12:48 EST)

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Noelle Racicot-Kelly (Jan 14, 2025 16:05 EST)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #22

Between

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”)

Re: Gradall

1. The Employer shall pay a premium of three dollars (\$3.00) per hour an employee works on roadside equipment – i.e, the Gradall – for road maintenance excavation activities; herein, the Gradall Premium.
2. The employee assigned by the Employer to use the Gradall per paragraph 1 above will be upgraded to the Gradall Operator job and thus shall be entitled to the Gradall Premium.
3. The Gradall Premium is an exception to Article 29.12 and may be compounded by the Employer with the shift premium specified in Article 29.04, when applicable.
4. However, the Gradall Premium will not be added to the employee’s hourly rate to calculate overtime pay.
5. The Employer reserves the right to cease paying the Gradall Premium if the position of Gradall increase in band through the Joint Job Evaluation Committee process. Any band increase will offset the premium. If there is no increase to the job band, the premium will stay in place in whole.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden
Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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David Young
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[Ted Smith \(Jan 15, 2025 18:10 EST\)](#)

Ted Smith
Bargaining Committee Member


[Noelle Racicot-Kelly \(Jan 14, 2025 16:05 EST\)](#)

Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #23

Between

THE REGIONAL MUNICIPALITY OF PEEL

(the “Employer”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

(the “Union”)

Re: Roads Mentorship Program

This Letter of Agreement establishes the framework for a mentorship program aimed at enhancing the skills of employees in operating Road Maintenance equipment within the Regional Municipality of Peel.

Program Overview:

1. Eligibility for Mentorship Role:

- a) Any full-time employee with proven experience and possessing the requisite certification(s) in Roads Maintenance equipment operation are eligible to apply for the mentorship role (“Mentorship Role”).
- b) To be eligible for consideration as a candidate for a Mentorship Role a full-time employee must possess the requisite documented training and authorization for equipment operation and must be in good standing (the “Candidate”).

2. Selection Process:

- a) The Employer will send a call for interest to all Roads Maintenance employees via email, announcing the opportunity to participate in the Roads Mentorship Program as mentors (“Mentors”).
- b) Interested Roads Maintenance employees are required to express their interest by responding to the call for interest e-mail within one (1) week of its issuance.
- c) The Employer will evaluate all responses for interest and select Candidates to be Mentors based on demonstrated expertise and competency in operating different Road Maintenance equipment. Any decision of the Employer in this regard will be final.

3. Roster and Rotation:

- a) Selected Mentors will be listed on a roster maintained and managed by the Employer. The rotation of mentors for on-the-job training will be determined based on the specific expertise and competency requirements associated with various equipment. Any decision of Employer in this regard will be final.

4. Compensation:

- a) Mentors will receive an additional one dollar and fifty cents (\$1.50) per hour over their regular pay rate for each hour spent serving as a Mentor, as authorized and approved by the Employer.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

For the Union

David Young

David Young (Jan 15, 2025 12:48 EST)

David Young
Unit Vice President, CUPE Local 966

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Noelle Racicot-Kelly
CUPE National Representative

LETTER OF AGREEMENT #24

Between

THE REGIONAL MUNICIPALITY OF PEEL

(the “Employer”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 966 – PUBLIC WORKS

(the “Union”)

The Employer will provide retroactivity with respect to the premiums outlined in the appendix (excluding the new Roads and Mechanics Mentorship Program Premium) as applicable to the following people in respect of their period of employment in the bargaining unit since February 1, 2023:

- a. Those employed in the bargaining unit as of the latter date of ratification by bargaining unit employees or approval by Region of Peel Council.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 21st day of January, 2025.

For the Employer

Elaine Gilliland

Elaine Gilliland
Director, Water & Wastewater Operations

Tammy Morden

Tammy Morden (Jan 16, 2025 11:26 EST)

Tammy Morden
Labour Relations Consultant

For the Union

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