

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF HALTON



AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3732**



**EFFECTIVE FROM
JANUARY 1, 2022 TO DECEMBER 31, 2025**

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THIS AGREEMENT MADE
BETWEEN
THE REGIONAL MUNICIPALITY OF HALTON
Hereinafter called the REGIONAL CORPORATION of the first part
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3732
Hereinafter called the UNION of the second part

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE 1 – DEFINITIONS

- 1.01** In this agreement, "Regional Corporation" means the Regional Municipality of Halton.
- 1.02** "Union" means the Canadian Union of Public Employees and its Local 3732.
- 1.03** "Employee" means a person hired by the Regional Municipality of Halton for a job, the category of which comes within the group of persons enumerated in Article 3.01 (Recognition).
- 1.04** "Probationary employee" is a person hired by the Regional Corporation who has not completed six (6) continuous calendar months of employment in the case of full-time employees, or eight hundred and sixty-one (861) hours in the case of part-time and contract employees, at a job category within the class of persons enumerated in Article 3 (Recognition).
- 1.05** "Full-time employee" is a person hired by the Regional Corporation to work regular and continuous full-time hours.
- 1.06** "Part-time employee" is a person hired by the Regional Corporation to work regular and continuous part-time hours.
- 1.07** a) "Contract/Relief employee" is a person hired by the Regional Corporation:
- i) for a specified term to replace an employee on a leave of absence; or eighteen (18) months in the case of pregnancy/parental leave replacement, or

- ii) for a specified term and for a specified project which does not exceed six (6) months from their date of hire, or
 - iii) for work on an on-call basis.
- b) The parties may agree to a longer contract period than specified in Article 1.07 a) (Definitions) taking into consideration that a specially funded program may not proceed, or an employee may not be hired or retained absent such agreement. The Region will provide as much advance notice as possible to the Union of an extension of the contract period.
- c) A contract employee shall achieve permanent status upon expiry of the period referred to in Article 1.07a) (ii) or 1.07 b) (Definitions), if extended. They shall thereafter enjoy the benefits of such permanent status including seniority with recognition of their past service converted to years in accordance with the formula in Article 1.08 (Definitions).
- 1.08** "Service" for a full-time employee means the length of continuous time the employee has been on the active payroll of the Regional Corporation since the most recent date of hire. Service for part-time and contract employees shall be expressed as hours worked since most recent date of hire, with 1722 hours worked being equivalent to one (1) year of service.
- 1.09** Employee file is the file maintained in Human Resources.

ARTICLE 2 – PURPOSE

- 2.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Regional Corporation and its employees, to encourage efficiency in operations, and to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 3 – RECOGNITION

3.01 The Regional Corporation recognizes the Canadian Union of Public Employees and its Local 3732 as the sole and exclusive bargaining agent of employees of the Regional Municipality of Halton in the following job classifications in its Employment & Social Services, Housing Services, Human Services Planning & Program Support, Children’s Services and Services for Seniors Divisions of the Social and Community Services Department.

Employment & Social Services Division	
Integrated Case Manager	Integrated Program Assistant
Integrated Employment Specialist	Newcomer Strategy Support Coordinator
Integrated Job Developer	Program Lead
Mental Health Support Worker	Team Support Clerk
Housing Services Division	
Housing Services Coordinator	Integrated Program Assistant
Integrated Housing Worker – Client Intake and Housing Stability	Integrated Housing Worker – Client Placement
Human Services Planning & Program Support	
Case Presenting Officer	Program Assistant – Program Integrity
Eligibility Review Officer	Records Clerk
Family Support Worker	Records Coordinator
Program Assistant – Total Quality & Risk Management	Revenue Recovery Officer
Program Assistant – Community Innovation	Integrated System Navigator
Children’s Services Division	
Children’s Services Intake Worker	
Services for Seniors Division	
Business Services Coordinator	

3.02 Employees excluded as per Article 3.01 (Recognition) of this collective agreement, shall not do any work on jobs normally done by employees covered by this collective agreement except for the purposes of instruction, experimenting, emergencies, when an employee who normally does the work is not available or where client service is jeopardized.

ARTICLE 4 – REGIONAL CORPORATION'S RIGHTS

- 4.01** The Union recognizes that it is the function of the Regional Corporation to:
- a) Maintain order, discipline and efficiency and, in connection therewith, to make, alter and enforce regulations and practices to be observed by its employees.
 - b) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Regional Corporation by statute and/or by-laws of the Regional Corporation.
 - c) Direct the working forces, including the rights to select, hire, discipline, discharge, transfer, assign hours, promote, demote, classify, layoff, recall, and suspend employees.
 - d) Plan, direct and control the operations of the Regional Corporation, and, without restricting the generality of the foregoing, to introduce new methods, facilities and equipment; to determine the number of employees to be employed, the work schedules, and the location of all facilities and equipment.
- 4.02** The Regional Corporation agrees that these functions shall be exercised in a fair and reasonable manner consistent with the general purpose and intent of this Agreement and subject to the rights of an employee to lodge a grievance as set forth herein.

ARTICLE 5 – RELATIONSHIP

- 5.01** The Regional Corporation and the Union agree that there shall be no discrimination, favour, interference, restriction or coercion exercised or practised with respect to any employee by reason of their membership or non-membership, their activity or lack of activity in the Union, or as prohibited by the *Ontario Human Rights Code*.

The Region's Harassment and Discrimination Policy will cover all employees who are covered by this collective agreement.

- 5.02** The Union or any employee covered by this Agreement shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Regional Corporation without permission, in writing, of the applicable Director or designate.

ARTICLE 6 – UNION REPRESENTATION

- 6.01** The Regional Corporation will recognize a Negotiating Committee of not more than four (4) employees to represent the Union in meetings with the Regional Corporation in the negotiation of this Agreement. When meetings are held during normal business hours, the Regional Corporation will pay for any normal working time lost at such meetings, up to but not including conciliation. The Union Negotiating Committee shall be accompanied by a National Representative of the Canadian Union of Public Employees at any meeting if it so desires.
- 6.02** The Regional Corporation will recognize a Chief Steward, five (5) designated Stewards (one from the Oakville Office, one from the Burlington Office, one from the Regional Centre, and one from the North Halton Office Steward(s) and one from Employment Halton) may have discussions with any employee concerning a grievance for a reasonable period of time during normal working hours, provided both the Steward(s) and the employee first obtain permission from their respective supervisors. Such permission shall not be arbitrarily or unreasonably withheld.
- 6.03**
- a) The Regional Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the article dealing with Union security.
 - b) On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward. The Chief Steward or Steward will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of twenty (20) minutes per person or thirty (30) minutes per group of three (3) or more within the first ten (10) working days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Region and the Union.

6.04 The parties agree to establish Labour/Management Relations Committee comprised of two (2) members from each side who, upon the request of either party, shall meet once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties, or any employee bound by this Agreement.

Employees shall have thirty (30) minutes preparation time prior to joint committee meetings and shall not suffer any loss of pay for time spent with the committee.

6.05 Union will supply the Regional Corporation with the names of its officers and Stewards. Likewise, the Region shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

6.06 All communications relating to matters arising out of this Agreement shall be addressed and delivered to the Recording Secretary of the Local, with a copy to the National Representative, or their designate, and to the Director of Human Resources Services of the Regional Corporation.

6.07 Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Regional Council which affect the members of this Union are to 1) be forwarded to the Union and 2) be posted on all bulletin boards.

ARTICLE 7 – UNION SECURITY

7.01 During the lifetime of this Agreement, the Regional Corporation agrees to deduct an amount equal to the regular monthly dues, established in accordance with the constitution and bylaws of the Union, from the pay in each calendar month of employees who are covered by this Agreement.

7.02 All deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names and addresses of employees from whose wages the deductions have been made with a copy to the local's Secretary-Treasurer.

7.03 The Region shall include the amount of union dues paid by each union member in the previous year on their Income Tax (T-4) slip.

- 7.04** The Union agrees to save harmless the Regional Corporation from any action or any other proceeding, including costs, which may arise from the application of this article.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or whenever an employee claims that they have been disciplined or discharged without reasonable cause, such difference, allegation or claim being hereinafter referred to as the grievance, the grievance procedure set forth below shall apply.
- 8.02** No grievance shall be considered if filed more than five (5) working days either after the circumstances giving rise to it occurred or originated or after the time those circumstances ought reasonably to have come to the attention of the grievor, whichever is later.
- 8.03** The parties are agreed that grievances should be adjusted as quickly as possible. Before proceeding to the steps as provided herein the employee shall take the grievance to their immediate supervisor/manager to seek a verbal adjustment to the matter. When the grievance pertains directly to the conduct or behaviour of the supervisor/manager, the employee may go directly to the Director to seek a verbal adjustment of the matter. In the case of a grievance concerning a job posting competition, the employee shall take the grievance to the hiring supervisor/manager.

The employee may be accompanied by the Steward when discussing the complaint with the supervisor/manager or, if applicable, the Director.

If the complaint is not settled to the satisfaction of the employee within five (5) working days following their discussion with the supervisor/manager or, if applicable, the Director, they may proceed to Step One of the Grievance Procedure.

8.04 STEP ONE

An employee having a grievance may submit their grievance in writing, with the aid of the Steward, to their respective Director or designate. The written

grievance shall indicate the nature of the grievance and the provisions of the collective agreement which apply. The applicable Director or designate shall give their written answer to the grievance within five (5) working days after it has been brought to their attention. Such reply shall be sent electronically to the Steward or designate.

8.05 STEP TWO

If the reply of the applicable Director or designate is not acceptable to the employee or the Union, the grievance from Step One may be submitted to the Commissioner of Social and Community Services or delegate within five (5) working days of the receipt of the response at Step One. The Commissioner of Social and Community Services or designate shall render a decision in writing within five (5) working days of receipt of the grievance under Step Two. Such reply shall be sent electronically to the Steward or designate.

8.06 STEP THREE

If the reply of the Commissioner of Social and Community Services or designate is not acceptable to the employee or the Union, the grievance from Step Two may be submitted to the Director of Human Resource Services within five (5) working days of the receipt of the Step Two response. The Director of Human Resources or designate along with representation from management shall meet with the employee, steward, Local President or Local Vice-President, Chief Steward and National Representative within ten (10) working days of the receipt of the grievance at Step Three. The Director of Human Resources or designate shall render a decision in writing within ten (10) working days of the step three meeting. Such reply shall be sent electronically to the Chief Steward or designate.

8.07 The time limits in the grievance procedure may be extended by mutual agreement between the parties.

ARTICLE 9 – POLICY GRIEVANCES

9.01 a) Both parties to this Agreement shall have the right to lodge with the other party a policy grievance relating to the conduct of the other party or its representatives or concerning the application, administration, interpretation or alleged violation of the agreement. Such grievances

shall be presented in writing to the other party within five (5) working days either of the circumstances giving rise to the grievance or of the time those circumstances ought reasonably to have come to the attention of the party, whichever is later.

- b) The applicable Director or designate and the Local President and Chief Steward or designate will meet within five (5) working days of receipt of the grievance. Each party may bring other participants to the meeting as appropriate. At this meeting, the submitting party will provide a full explanation of the grievance. The purpose of this preliminary meeting is to attempt a resolution. Normally a response will be provided at the meeting however if further research is required, the response will be provided within two (2) working days to the Local President and Chief Steward or designate.
- c) Failing resolution of the grievance under article 9.01 (b) (Policy Grievances) either party may submit their grievance to Step Three of the grievance procedure within five (5) working days. If not satisfactorily resolved at Step Three, the grievance may be submitted to arbitration, as defined in Article 12 (Arbitration).

9.02 The Regional Corporation will recognize group grievances, provided that each aggrieved employee signs the grievance and the grievance is filed in writing at Step Two of the grievance procedure within five (5) working days of the incident giving rise to the grievance.

9.03 This article shall not be applied in a manner so as to allow either party the opportunity of initiating any matter or grievance on the same occurrence which has already been submitted under the grievance procedure.

ARTICLE 10 – MANAGEMENT GRIEVANCES

10.01 The Region shall have the right to file a grievance with respect to the conduct of the Union or alleged violation of the Collective Agreement by an employee covered by this Agreement, officer of the Union, Committee Member or Steward. The procedure for such grievance shall be as follows:

The Director of Human Resource Services, or designate, on behalf of management, shall lodge the grievance with the National Representative of the union within seven (7) days of the occurrence giving rise to the

grievance. Within ten (10) days of receipt of the grievance, the National Representative and the Steward shall meet with the Director of Human Resource Services to discuss the grievance. Within ten (10) days of such meeting, the National Representative shall deliver to the Director of Human Resource Services the Union's answer. If the Regional Corporation is not satisfied with the disposition of the grievance by the Union, the matter shall be submitted to arbitration following the procedure set out in Article 12 (Arbitration).

ARTICLE 11 – GRIEVANCE MEDIATION

- 11.01** By mutual agreement of parties, the following mediation process will be used before any grievance is referred to arbitration. The intent of this process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- 11.02** The parties will suggest two persons who will be asked to act, as grievance mediators. The parties shall equally share the fees of the mediator.
- 11.03** The mediation session will be attended by a maximum of four (4) representatives from the Union (including the grievor) and a maximum of four (4) from Regional Management. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.
- 11.04** Once written notice is given to mediate the grievance, the session shall commence as soon as possible based upon the availability of the agreed upon mediator.
- 11.05** Provided the parties agree there shall be no limit to the number of grievances submitted for mediation at a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other party at least three (3) calendar days prior to the mediation session.
- 11.06** Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.

- 11.07** The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Should the mediation process occur during an employee's scheduled hours of work they will be paid their normal rate of pay.
- 11.08** Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may be submitted to arbitration or withdrawn.

ARTICLE 12 – ARBITRATION

- 12.01** Failing settlement under the procedures set forth in Articles 8 (Grievance Procedure), 9 (Policy Grievances), 10 (Management Grievances) or 11 (Grievance Mediation) hereof, of any grievance arising from the interpretation, application, non-application, administration or alleged violation of any provisions of this Agreement, including any question as to whether a matter is arbitrable, such matter may be referred to arbitration within thirty (30) calendar days following the date a decision has been rendered at Step Three of the grievance procedure, or the date of mediation where an attempt was made to resolve this matter.
- 12.02** The party requesting arbitration shall indicate in its written request the name of a suitable person to act as sole arbitrator to hear the matter. The responding party shall reply within ten (10) working days of receipt of the notification either agreeing to the name suggested by the other party or suggesting alternate name(s) of a suitable person to act as sole arbitrator. If the parties are unable to agree within a further five (5) working days, the Minister of Labour for the Province of Ontario may be asked to nominate a person to be the sole arbitrator upon request of either party.
- 12.03** Notwithstanding article 12.02 (Arbitration), either party may request that an arbitration board be constituted. The party requesting arbitration shall indicate the name of its nominee to the arbitration board. Within ten (10) working days of the receipt of the written request for arbitration, the other party shall respond with the written name and address of its nominee to the arbitration board. The two nominees shall elect an independent chairperson.
- 12.04** If either party fails to appoint a nominee to the arbitration board within the time limits as outlined above, or if the two nominees fail to agree upon a chairperson, within five (5) working days of their appointment, or within such

time as may be agreed upon by the nominees, the Minister of Labour for the Province of Ontario may be asked to nominate a person to act as chairperson, upon the request of either party.

- 12.05** The decision of the sole arbitrator or unanimous or majority decision of the board of arbitration shall be final and binding on both parties hereto.
- 12.06** Such sole arbitrator or board of arbitration shall have no jurisdiction to alter, change, modify, amend or enlarge the terms of this Agreement, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 12.07** Each of the parties hereto will bear the expense of a nominee if appointed to represent it and the parties will jointly, in equal shares, bear the expense, if any, of the sole arbitrator or chairperson of the Arbitration Board.
- 12.08** The Union will reimburse the Regional Corporation the wages paid to employees who attend arbitration hearings on behalf of the Union. When the Region subpoenas an employee to act as a witness in an arbitration, the employee will receive their normal wage as if they were at work.

ARTICLE 13 - DISCIPLINE/DISCHARGE

- 13.01** The Region and the Union agree that discipline given to an employee is intended to be corrective in nature and not punitive. No written entry of reprimand shall be entered into an employee file, nor any disciplinary action taken unless the employee is given a copy of such written reprimand or is notified in writing that disciplinary action is being taken against them. Copies of such notice shall be sent to the Union President.

The Union President will be copied on all disciplinary notices. The Union President will receive copies of all Waiver of Representation forms should a member choose not to have union representation during disciplinary action.

- 13.02** a) Any letter of reprimand, suspension or other sanction will be removed from the personnel file of an employee, eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the employee's personnel file has been discipline free for such eighteen (18) month period.
- b) The employee shall be notified of their right to have a union

representative present at any meeting with management, which is disciplinary in nature. The employee may elect in writing to waive their right to union representation. A copy of such waiver shall be provided to the local union president.

- 13.03** An employee claiming that they have been suspended or discharged from their employment without just cause may lodge a grievance in writing directly with the Director of Human Resource Services, or their designate, under Article 8.06 (Grievance Procedure) of the grievance procedure.
- 13.04** When an Arbitrator or Arbitration Board determines that any employee has been discharged or otherwise disciplined by the Regional Corporation for cause, and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator or Arbitration Board may substitute such other penalty for the discharge or discipline as the Arbitrator or Arbitration Board deems just and reasonable in all circumstances.

ARTICLE 14 – SENIORITY

- 14.01** Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Region prior to the certification or recognition of the Union as more particularly defined in Article 1.08 (Definitions). Seniority shall be considered in determining the preference or priority for promotion, layoff and recall only in the manner and to the extent provided in the provisions of this agreement concerning such matters. The Region shall maintain separate seniority lists for each of the full-time employees, part-time employees and contract employees as well as a combined list reflecting bargaining unit wide seniority for all permanent part-time and permanent full-time employees. The seniority lists shall be posted in June showing the main job classification and seniority date of each employee.

Seniority of part-time and contract employees shall be expressed in hours and only include regular hours worked to a maximum of 1722 hours per calendar year.

- 14.02** Notwithstanding any other provision of this Agreement, a probationary employee may be terminated for reasons less serious than a seniority employee, including performance deemed inadequate by management.

14.03 Employees who are subsequently laid off shall be considered for recall to any vacancy whether full-time, part-time or contract in the regular job classification they held prior to their layoff before consideration is given to any outside applicant provided the vacancy occurs within twenty-four (24) months of their layoff.

14.04 An employee shall lose their seniority and they shall be deemed terminated if:

- a) they leave the employ of the Regional Corporation of their own accord, or they retire.
- b) they are discharged, and such discharge is not reversed through the grievance or arbitration procedure.
- c) they are laid off continuously in excess of twenty-four continuous months.
- d) they are laid off and fail to return to work within five (5) days after being sent a registered letter of notification to return to work by the Regional Corporation to their last address on record with the Regional Corporation.
- e) they are absent from work for two (2) days without reason acceptable to the Regional Corporation.
- f) they are absent due to sickness or injury for a period in excess of two (2) years.

14.05 a) An employee shall continue to accumulate seniority if:

- i) they are absent due to sickness and/or accident. The Regional Corporation will continue to pay benefit premiums for two (2) years from the date of illness or accident.
- ii) they are absent due to an employment accident with the Regional Corporation and receiving compensation for wages.
- iii) they have completed a contract assignment and the break in

service from the Regional Corporation is no more than ten (10) business days in duration.

- b) An employee shall maintain but not accumulate seniority if:
 - i) they are laid off for less than twenty-four (24) continuous months.
 - ii) they are on authorized leave of absence as provided by this Agreement or otherwise approved by the Regional Corporation, for a period not in excess of eighteen (18) months.

14.06 a) Should an employee be transferred permanently to a position outside of the bargaining unit (within the Corporation), they shall retain their seniority accumulated up to the date of leaving the bargaining unit and shall be treated as an internal candidate for the purpose of application to postings, for a period of six (6) months from the date of transfer but will not accumulate any other seniority.

- b) i) No employee shall be transferred to a position outside the bargaining unit without their consent.
- ii) An employee who is temporarily transferred to a position outside the bargaining unit or is seconded to a public sector authority such as the Province of Ontario and area municipalities shall continue to accumulate seniority and shall be treated as an internal candidate for the purpose of application to postings, to a maximum of twenty (20) consecutive months. Upon the conclusion of an employee's contract assignment, the employee will return to the position the employee most recently held within the bargaining unit, if it still exists, or to a comparable position. The Region will deduct union dues from this employee for the duration of the assignment.
- iii) An employee transferred to a position outside the bargaining unit in accordance with Article 14.06 b) ii) for more than twenty (20) consecutive months shall lose any seniority accumulated to the date of transfer. For clarity, the employee's seniority shall cease however their employment with the Region may continue.

14.07 When a full-time employee posts to part-time or contract service, or vice

versa, their seniority shall be calculated on the basis of one year of full-time service equivalent to one thousand, seven hundred and twenty-two (1722) hours of part-time or contract service or vice versa. It is understood that in making the transfer calculation, an employee's seniority date can never predate their most recent date of hire.

ARTICLE 15 – LAYOFF AND RECALL

- 15.01** Subject to Article 14.02 (Seniority) there shall be no layoff of permanent full-time or permanent part-time employees until probationary and contract employees have been laid off, providing the retained employees have the skill, ability, qualifications and competence to meet the normal requirements of the work remaining to be performed. Seniority shall determine the order of layoff and/or recall provided that the employees affected are of relatively equal skill, ability, qualifications and competence as it relates to the work to be performed. The criteria of skill, ability, qualifications and competence will not be established in an arbitrary or discriminatory manner.
- 15.02** Permanent full-time and permanent part-time employees who are to be laid off shall be notified in writing a minimum of sixty (60) calendar days prior to the layoff date. The Union will be notified at the same time as the employee.
- 15.03** A permanent full-time or permanent part-time employee who is subject to layoff shall have the right to choose one of the following options. The employee must make their selection known to their supervisor within three (3) full working days after receiving notice.
- a) Accept the layoff.
 - b) Displace an employee who has less bargaining unit seniority in the identical level or a lower-level classification in the bargaining unit provided the employee is qualified to perform the duties of the position in the identical level or lower-level classification with a 10-working day orientation.
 - c) Accept a vacancy in an identical level or lower-level classification for which they are qualified to perform the duties of the position.
- 15.04** Any employee displaced as a result of Article 15.03 (b) (Layoff and Recall) shall then be subject to layoff. The employee shall have the right to choose one of the options outlined in Article 15.03 (a) to (c). This bumping process

shall continue until all bumping options have been exhausted.

- 15.05** In the event that an employee is unsuccessful during the 10-day orientation period referenced in Article 15.03 (b) (Layoff and Recall), the employee may be placed in a vacancy in an identical level or lower level of classification for which they are qualified to perform the duties of the position or will be laid off.
- 15.06** Grievances concerning layoffs and recalls shall be initiated at Step Three of the Grievance Procedure within ten (10) working days following the date of the disputed layoff or recall.

ARTICLE 16 – NO STRIKES AND NO LOCKOUTS

- 16.01** The Regional Corporation agrees that it will not authorize or sanction a lockout during the term of this Agreement. The Union agrees that it will not authorize or sanction a strike and that there will be no interruption or interference with operations during the term of this Agreement.
- 16.02** The words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act, R.S.O. 1990, c.L.2*, as amended from time to time.

ARTICLE 17 – JOB POSTING

- 17.01** a) When permanent and contract positions of six (6) months or more are vacant or when new positions are created and are to be filled, and such positions fall within this Agreement, notice will be posted on the Regional intranet for five (5) working days. The Region will endeavour to post a vacancy within fourteen (14) days of the vacancy occurring and will endeavour to fill all vacancies within sixty (60) calendar days of the first day of posting. If situations arise where this does not appear to be possible, the Region will advise the Union accordingly.

Periodically the Region may employ temporary agency staff for temporary assignments to back-fill short-term temporary assignments (vacancies – which include but are not limited to vacation and short-term disability) for any classification in pay level three (3) or below. Temporary assignments are for one classification per assignment and temporary agency staff shall not work consecutive temporary assignments. For the first 30 days the agency staff remains an

employee of the agency. Beyond the 30th working day, the Region may hire such employee into a temporary bargaining unit position for a period not to exceed six (6) months. In the event the agency staff is filling a position that is surplus to approved complement and cannot be hired as a bargaining unit employee, the Region shall pay to CUPE Local 3732 an amount equivalent to the union dues that would have been payable had the agency staff been hired as a bargaining unit employee after the thirtieth (30th) working day period for the duration of their assignment.

- b) No Outside Applicant – No outside applicant for any vacancy shall be considered until the applications of bargaining unit members have been fully processed. Qualified bargaining unit applicants shall be interviewed and advised that there was not a suitable internal candidate prior to outside applicants being considered.

All postings for bargaining unit vacancies shall contain the words: “CUPE Local 3732 applicants will receive first consideration for this position.”

- c) The decision to issue an expression of interest for vacancies of less than six (6) months rests solely with the Region. If the Region decides to issue an expression of interest,
 - i) the first opportunity to apply will be provided to all permanent full-time and permanent part-time bargaining unit employees. If there are no permanent employees, contract bargaining unit staff will then be considered, and
 - ii) the selection criteria and process outlined in Article 17:03 (a) (Job Posting) will be used.

17.02 The posted notice will include a summary of the qualifications, duties and salary range of the position.

17.03 a) When employees are being considered for posted vacancies, the following factors will govern:

- i) qualifications, skill and ability to perform the duties of the position

ii) seniority.

If the factors in (i) are relatively equal among applicants, (ii) shall be the determining factor. Qualified applicants from within the bargaining unit will be given first consideration for vacant positions. The criteria of qualifications, skill and ability will not be established in an arbitrary or discriminatory manner.

- b) An employee may exercise their bargaining unit wide seniority equivalent to their "service" defined in Article 1.08 (Definitions) for the purposes of bidding on posted jobs in any category as provided in Article 17 (Job Posting) of this Collective Agreement.
- c) When an employee is appointed to a posted vacancy, they shall have a trial period for that position of sixty (60) working days. The Region may assess the employee's performance during the trial period, and if they are unable to fulfil the duties of the position, they will revert to their position held prior to the appointment. Should the employee not be satisfied with the change, they shall have the right to return to their former job, it being understood that this right to return shall be exercised no more than once per calendar year at the employee's request. If the employee's former job does not exist, they shall be returned to a job within the same classification. Any employee affected as a result of the original appointment will, in turn, revert to their position held prior to the original appointment. It is understood that the Region's right to make a determination above, will not be exercised in an arbitrary or discriminatory fashion.

17.04 Employees applying to posted vacancies, do so in writing through the electronic application process. Employees must attach a current resume.

17.05 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

17.06 Where a competition has two (2) or more internal applicants, the unsuccessful applicants may request a debriefing session that includes feedback on their interview with Human Resources and/or members of management who were present on the interview panel.

ARTICLE 18 – TRANSFERS AND ACTING APPOINTMENTS

- 18.01** a) An employee who attains another bargaining unit position to which a higher-paying hourly wage rate applies shall be placed at the step on the grid for the new classification which is next-higher to their previous rate and represents a minimum five percent (5%) increase in hourly rate, or at the highest step (Step 5) on the grid for the job classification, whichever is lower.

The Region may at its discretion place an employee at a higher step on the grid based on relevant qualifications, skills and ability. Such placement shall not be made in an arbitrary, discriminatory, or bad faith manner.

- b) An employee who attains another bargaining unit position to which a lower-paying hourly wage rate applies shall be placed at the step which is closest to but not greater than their previous rate.
- c) An employee who is assigned or reclassified to another bargaining unit position to which the same hourly wage rate applies shall retain their previous hourly wage rate and anniversary date for wage progression purposes.
- d) The date of assignment or reclassification as per article 18.01 (a) or (b) (Transfers and Acting Appointments) above shall become the anniversary date for application of wage progression. Thereafter, the employee will advance one (1) step on the wage schedule annually corresponding with each subsequently completed year of service in the classification.

- 18.02** a) If an employee is transferred to another bargaining unit position at the discretion of the Regional Corporation, the employee shall be paid in the wage schedule for the job classification to which they are transferred, or maintain their hourly wage rate, whichever is greater.
- b) The Region will endeavour to provide two (2) weeks' notice for a Region-requested transfer. In circumstances where less than two (2) weeks' notice is provided, the Region will reimburse the employee for mileage to be applied as per Article 32 (Kilometrage Allowance) and if applicable, by the Regional policy.

- 18.03** Compensation for an acting appointment occurs when an employee is appointed to perform the full duties of a bargaining unit position in a higher job classification for a period of ten (10) consecutive working days or more. Compensation for a similar, subsequent acting appointment for a period of three (3) consecutive working days or more will be paid if within twelve (12) months of the end of the original appointment. Statutory and declared holidays count as working days for the purposes of this article.
- 18.04** Employees who revert from an acting appointment to their former position will receive the hourly wage rate they would have received had the acting appointment not occurred.
- 18.05** The Region will apply the following criteria for all employee transfers to other locations:
- a) Consideration of business and process needs.
 - b) Skills and abilities required.
 - c) Customer Service and Supervision impact.
 - d) Potential impact on the team.

The above criteria will not be applied in an arbitrary manner.

ARTICLE 19 – LEAVES OF ABSENCE

- 19.01**
- a) An employee may request a leave of absence without pay for personal reasons by submitting a request in writing as far in advance as possible to their supervisor who will refer it to the Commissioner of Social Services with their recommendation for approval. Notice of the Region's decision shall be given in writing as soon as possible. For leaves of less than six (6) months' duration, the employee's request will be given to the applicable Director, who shall give consideration for approval.
 - b) Requests for leaves of an emergency nature will be dealt with in an expedited manner.
- 19.02** Upon request to the Region, an employee elected or appointed to represent the Union at conventions, conferences, training and educational schools

shall be granted leave of absence without pay and without loss of seniority subject to the reasonable exigencies of the service. CUPE shall reimburse the Regional Corporation for all pay and, in excess of five (5) consecutive working days, the Region's contribution to benefits for the entire leave.

ARTICLE 20 – BEREAVEMENT LEAVE

20.01 A bereavement leave of up to three (3) consecutive working days will be granted to enable an employee to make arrangements for and attend the funeral of their spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law or a person standing in place of a parent.

Employees may be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding (3) days in total.

20.02 Bereavement leave will include the day of the funeral. Bereavement leave days which fall on an employee's normal working days will be paid at the employee's regular rate of pay.

20.03 In addition to the leave of absence provided under Article 20.01 (Bereavement Leave) a further two (2) days leave of absence will be granted immediately after for the bereavement of an employee's spouse or child and those days which are scheduled working days will be paid at the full-time employee's normal daily rate.

20.04 In special circumstances, the Manager and/or Site Supervisor may grant up to two (2) days of paid bereavement leave in addition to those set out above or apply up to two (2) paid bereavement leave days to persons other than those listed above. Those days may or may not be consecutive to the days provided for in Articles 20.01 and 20.03 (Bereavement Leave).

20.05 Should the bereavement referred to in this article occur during an employee's vacation, they will receive an extension of their vacation equal to the time allowed for such bereavement either to their current vacation time or at another mutually agreed time.

20.06 Bereavement for part-time employees will be administered as per the *Employment Standards Act of Ontario*.

ARTICLE 21 – SERVICE AS A JUROR, OR WITNESS OR JURY SELECTION

- 21.01** Employees required to serve as jurors will be granted leave of absence for the full period of jury duty.
- 21.02** Employees subpoenaed by the Crown will be granted leave of absence to attend court as required by the Crown, two (2) working days of which will be paid leave. A Crown Witness is a person who attends a trial at the request of the Crown, and not the Defence, in any criminal matter in a court or before a Justice of the Peace or a Grand Jury.
- 21.03** Employees granted leaves of absence to act as jurors or witnesses will continue to receive their regular pay, exclusive of premiums, provided that they:
- a) report for work when they are not actually required for jury or witness duty; and
 - b) deposit with the Regional Treasurer the amount of fees they receive for their service as a juror or witness, exclusive of allowances for expenses. Failure to do so will result in the employee's forfeiting wages for the period during which they acted as a juror or witness; and
 - c) upon their return to work, present to their Manager and/or Site Supervisor a certificate showing the period of their jury duty or witness service and the amount of compensation received, if any.
- 21.04** When employees act as witnesses in matters arising out of their work responsibilities with the Region, their time spent as a witness is regarded as normal working time.

ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE

- 22.01** The Regional Corporation shall grant pregnancy and parental leave of absence without pay in accordance with the *Employment Standards Act of Ontario*.
- 22.02** The Regional Corporation will continue to pay premiums for benefit coverage for employees on pregnancy and parental leave, if the employee

pays their normal premium contributions, unless the employee has elected in writing not to participate.

22.03 Seniority and service continue to accrue for employees who are on pregnancy or parental leave. Vacation entitlement is not pro-rated under this provision. Upon return the employee will begin to receive any economic adjustments granted during the leave period.

22.04 Employees taking pregnancy or parental leave must give at least two (2) weeks' notice in writing to their Manager and/or Site Supervisor before leaving work and in the case of pregnancy provide a certificate from a legally qualified medical practitioner giving the estimated date of delivery. The employee must provide at least four (4) weeks' notice if they intend to return to work earlier than they had originally stated. Pregnancy leave may commence up to seventeen (17) weeks before the estimated date of delivery but must commence no later than the day the child is born. In the case of parental leave for adoption purposes the leave begins once the child is received into the care and custody of the parent.

22.05 SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN (SEB FOR PREGNANCY/PARENTAL LEAVE [ADOPTION])

Effective beginning of the month following the date of ratification and on confirmation by the Employment Insurance Commission of the appropriateness of the Region's Supplemental Employment Benefit (SEB) Plan, a full-time employee who is on pregnancy leave and who is in receipt of Employment Insurance benefits, pursuant to the appropriate sections of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. This benefit will be equivalent to the difference between seventy-five (75%) percent of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits. These earnings are based on the rate of pay the employee was receiving the last day worked prior to the commencement of their leave.

SEB also applies to employees who are on parental leave or parental leave for the purposes of adoption. The payment and reporting requirements are the same as with pregnancy, but the duration of the benefit is ten (10) weeks.

Where an employee elects to receive parental leave benefits for greater

than thirty-five (35) weeks, the amount of any Supplemental Unemployment Benefit payable by the Region will be no greater than what would have been payable had the employee elected to receive the parental leave benefit for the thirty-five (35) week period. For clarity, where an employee elects greater than thirty-five (35) weeks the Region will maintain the supplemental unemployment benefit at seventy-five percent (75%) but will reduce the number of weeks for which the benefit is received.

To be eligible for the benefit provided in this policy, the employee will sign an agreement with the Region that will return to work and remain with the Regional Corporation for a period of at least one (1) year after their return. Should they fail to return or remain in the employ of the Region for one (1) year, they will repay the benefits provided on a pro-rated basis unless their failure to return or remain for one (1) year was initiated by the Region through no fault of the employee.

ARTICLE 23 – EDUCATION LEAVE

- 23.01** Education leave may be requested by permanent full-time and part-time employees, and temporary employees on contract for greater than twelve (12) months who wish to pursue continuing education or are required by the Region to complete their education in areas related to their current employment or likely future employment with the Region, if such a program will be more than ten (10) days in duration. Any employee requesting such a leave must have first completed their probationary period as per Article 1.04.
- 23.02** Requests for education leave must be submitted to the employee's Department Head in writing, stating:
- a) the name and description of course
 - b) the course outline
 - c) the dates of leave required
 - d) whether the request is for leave with or without pay
 - e) amount of reimbursement sought
- 23.03** The Chief Administrative Officer has the authority to approve or deny requests once they have been approved by the Commissioner. The Chief Administrative Officer's decision will be based on the following criteria:

- a) the relevance of the educational leave to the achievement of corporate and departmental goals or objectives.
- b) the costs of the leave to the Corporation in relation to the corporate benefits which would be derived from the leave.

23.04 In periods of education leave extending over the educational institution's holiday period, the employee may be required to return to work at the Region during holiday periods as a condition of receiving the leave.

23.05 Employees on education leave may request subsidy for training costs at the rate of up to seventy-five percent (75%) of tuition costs and up to seventy-five percent (75%) of the costs of the textbooks deemed necessary by the course leader. Approval of an education leave does not infer approval of an employee's request for training subsidies while on leave.

23.06 When tuition or other costs related to the education leave are borne by the Region, employees must undertake in writing to remain with the Region for a period equal to the duration of the Education Leave. Failure to remain with the Region for the specified period will result in the employee having to reimburse the Region for costs associated with the leave unless the failure to remain was initiated by the Region through no fault of the employee.

23.07 Employees on approved education leave without pay may retain their existing benefits by paying the full premium costs in accordance with the policies of the plan carriers.

23.08 Employees on education leave retain the service they had when their leave began. Employees on education leave shall retain the seniority that they had upon commencement of the leave but will not accrue seniority while on an unpaid education leave.

23.09 Upon completion of an education leave, the Region will reinstate the employee to their former position or provide the employee with alternative work of a comparable nature at not less than the wages earned at the time the leave began, and without loss of benefits accrued to the commencement of the leave.

ARTICLE 24 – SICK LEAVE

24.01 The Short-Term Disability Plan shall be as set out in Appendix A.

ARTICLE 25 – VACATIONS

25.01 Vacation with pay shall be granted to full-time employees on the following basis:

- a) Employees with less than one (1) year of service will accumulate one and one quarter (1.25) days per completed month of service to December 31.
 - i) If a full-time employee commences employment prior to the fifteenth (15th) of any month, the employee shall be entitled to their full months' vacation entitlement. Vacation for the calendar year will still be prorated based on month of hire.
- b) On the completion of one (1) year of service, three (3) weeks of vacation.
- c) On the completion of eight (8) years of service, four (4) weeks of vacation.
- d) On the completion of fifteen (15) years of service, five (5) weeks of vacation.
- e) On the completion of twenty (20) years of service, one (1) added day for each year to a maximum of seven (7) weeks of vacation at twenty-eight (28) years of service.

25.02 Contract and part-time employees will receive a percentage of earnings on each pay and vacation time away from work as follows:

- a) Six percent (6%) and three (3) weeks unpaid time away from work after the equivalent of one (1) year of service.
- b) Eight percent (8%) and four (4) weeks' unpaid time away from work after the equivalent of eight (8) years of service.

- c) Ten percent (10%) and five (5) weeks' unpaid time away from work after the equivalent of fifteen (15) years of service.
- d) Twelve percent (12%) and six (6) weeks' unpaid time away from work after the equivalent of twenty-four (24) years of service.
- e) Fourteen percent (14%) and seven (7) weeks' unpaid time away from work after the equivalent of twenty-eight (28) years of service.

25.03 An employee who is entitled to more than three (3) weeks of vacation shall be given the time exceeding three (3) weeks at a mutually acceptable time.

25.04 The Regional Corporation agrees to post the blank vacation request schedule by February 1. The schedule will indicate the number and classification of employees required to work over the December holiday closure. All applications received before March 1 for the term April 1- March 31 of the following year will be awarded on the basis of greater seniority. The completed schedule will be posted no later than March 31. Applications for vacation received after April 1 will be awarded on the basis of the receipt of the application. For the purposes of vacation scheduling only, seniority preference will be determined on a location basis. Any amendment to approved vacation requests shall be awarded on the basis of receipt taking operational needs into consideration. Amendments will not be unreasonably denied.

25.05 Where possible the Regional Corporation agrees to maintain sufficient staff coverage with existing employee complement to ensure that employees, subject to entitlement, schedule a minimum of three (3) consecutive weeks during the period of June 1st to August 31st each year.

25.06 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation on their final pay cheque.

- 25.07**
- a) Where an employee's vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - b) The portion of the employee's vacation which is deemed to be sick leave under the above provision, will not be counted against the

employee's vacation credits.

- c) These provisions do not apply when the offices are closed and there is no work available.

25.08 VACATION CARRYOVER

Employees are strongly encouraged to take their vacation rather than accumulate days to be carried over, in order to maintain a balance between their work and personal lives. Therefore, up to five (5) vacation days may be carried over into the next calendar year with the approval of the Director. Such request shall not be unreasonably denied. Where unforeseen circumstances require a further extension (extended sick leave or WSIB) this shall require the approval of the Director.

ARTICLE 26 – PUBLIC AND DECLARED HOLIDAYS

- 26.01** For full-time employees the following days shall be recognized as paid holidays:

New Year's Day	Canada Day	½ day before Christmas Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	½ day before New Year's Day

and two (2) floating holidays, to be taken at a time mutually agreed between the supervisor and the employee. Floating holidays are granted commencing with the calendar year in which the employee completes six (6) months of continuous employment.

- 26.02** a) For part-time employees, the following days will be recognized as paid holidays:

New Year's Day	Canada Day	½ day on Christmas Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	½ day on New Year's Day

b) For contract employees, the following days will be recognized as paid holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day

- 26.03** If any of these holidays falls on a Saturday or a Sunday, an alternate day as determined by the Director of Human Resource Services shall be observed as the day off work. The Director of Human Resource Services shall advise the Union of their decision at least thirty (30) days prior to the holiday.
- 26.04** Full-time employees shall receive payment equal to one (1) normal day's pay at the regular straight time rate provided they work on the working days immediately preceding and immediately following the holiday or are on authorized paid leave of absence.
- 26.05** Employees required to work on a public or declared holiday will receive time and one half their regular wages for that day, and in addition, another day off from work with pay, to be taken at a time mutually acceptable to the employee and their Manager and/or Site Supervisor.
- 26.06** Part-time and contract employees shall receive pay for public holidays on a pro-rata basis provided that they work on their regularly scheduled days immediately preceding and immediately following the holiday or are on authorized paid leave of absence.
- 26.07** If a holiday occurs during a full-time employee's vacation period, they shall be granted another day off with pay in lieu at a time mutually acceptable to the employee and their supervisor.

ARTICLE 27 – HOURS OF WORK AND OVERTIME

- 27.01** The normal hours of work for full-time employees shall be seven (7) hours per day, thirty-five (35) hours per week, with two (2) paid fifteen-minute breaks, one in the morning and one in the afternoon, and one thirty (30), or one sixty (60) minute unpaid lunch break.

27.02 The hours of work for part-time and contract employees will be as assigned by their Manager and/or Site Supervisor. The regularly scheduled hours for part-time employees will be posted fifteen (15) days in advance.

27.03 Overtime for full-time employees is defined as work which has been authorized by a supervisor and which requires the employee to work in excess of seven (7) hours in a day or thirty-five (35) hours in a week, on a paid holiday or on a scheduled day off. It is agreed, however, that there shall be no pyramiding of overtime premium pay.

Where an employee is performing additional duties, including covering for an employee who is absent due to planned and/or unplanned absences, the employee performing the additional duties may be offered overtime as required to complete the additional tasks. An employee may request overtime while performing these additional duties providing a rationale to their Manager. All overtime requests must be reviewed and approved by the appropriate Director or designate, approval for such time will not be unreasonably denied.

27.04 Employees working authorized overtime will receive time off in lieu at the rate of one and one-half (1 ½) for all hours worked, scheduled at a time mutually agreeable to the employee and their Manager and/or Site Supervisor. Such requests shall not be unreasonably denied. The maximum number of hours that can be accumulated to be taken as time off in lieu will be twenty-one (21) hours at any one given time, except if the Manager and/or Site Supervisor and employee agree to a higher cap on accumulated hours of overtime. As of December 31, the remaining balance of accumulated time in lieu will be paid out at the employee's regular wage rate.

27.05 JOB SHARING

It is understood that job sharing arrangement may be entered into, in which case the guidelines set out in Appendix B (Guidelines for Job Sharing) will govern.

27.06 FLEX TIME

Subject to approval by the Commissioner of Social and Community Services or designate and the requirement that all functions are covered during

normal office hours, employees who normally work a thirty-five (35) hour week, may schedule their seven (7) daily hours between 7:30 a.m. and 5:30 p.m. and the daily overtime provision of 27.03 (Hours of Work and Overtime) shall not apply.

27.07 INCLEMENT WEATHER

- a) Should the Chief Administration Officer initiate a general office closure they may, within reason, authorize the payment of regular salaries and wages of employees for the hours they were scheduled to work.
- b) When the Regional offices remain open, but inclement weather prevents an employee from arriving at work on time, the employee will be required to make up the lost time or charge it to their vacation or overtime bank.

27.08 Subject to approval by the applicable Director, employees will be able to exercise a compressed work week cycle. Approval will be contingent on business needs. This will allow to vary the standard five (5) days per week into fewer but longer days to allow for scheduled time off. Employees may enter into only one alternative work arrangement at any given time (i.e., Compressed Work Week, Work from Home Arrangement, etc.).

27.09 Wherever possible, employees shall endeavour to schedule medical or professional appointments for themselves and dependent family members outside of their normal working hours. In those circumstances where appointments outside of normal working hours are not available, an employee may, subject to the approval of their immediate supervisor, attend such appointment during working hours provided the employee makes up the missed time by the end of the next pay period or uses accumulated lieu time. However, in unusual circumstances the employee's immediate supervisor/manager may grant the employee the time to attend the appointment without a requirement to make up for the time taken.

27.10 EVENING SHIFT PREMIUM

Employees who are scheduled to work and work between 5:30 p.m. to 11:00 p.m. will be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour. Shift premium will not be paid when the overtime rates are in force.

ARTICLE 28 – APPLICATION OF BENEFITS

28.01 Any benefit contained in this agreement shall be contingent upon the employee being in actual receipt of wages from the Regional Corporation and shall be prorated as to the period of time actually worked to the nearest full pay period for which the employee was actually in receipt of wages from the Regional Corporation. Any insured benefit in which the employee is enrolled, and which may be paid for and maintained at the employee's expense while not in actual receipt of wages from the Region will not be prorated by reason of this provision so long as the employee requests in writing that it be continued and does pay for and maintain the full premium cost of the benefit in accordance with its terms.

ARTICLE 29 – BENEFITS AND PENSION

29.01 Upon completion of three (3) month's continuous service, a regular full-time employee shall be entitled to the following benefits. When a part-time or contract employee is hired to full-time status, their "service" with the Region (as per Article 1.08, Definitions) will be credited towards the three (3) month benefit waiting period.

The detailed terms and conditions of the benefits plans described below are set out in the contract held by the Region with the Insurance Carrier. All benefits plans, including eligibility for and termination of coverage, are administered in accordance with the contracts, policies, rules and regulations governing such plans. In the event of an inconsistency between the terms of this Collective Agreement and the underlying contracts, policies, rules and regulations governing such plans, the contracts, policies, rules and regulations shall govern. The Region shall pay the full cost of the premiums, except where otherwise noted.

- a) Life insurance coverage of two (2) times annual base wages to a maximum of \$500,000.
 - i) Optional life insurance, 100% of the premiums to be paid by the employee.
- b) Accidental death and dismemberment insurance of two (2) times annual base wages to a maximum of \$500,000.

c) Extended health benefits plan as generally described below with single or family coverage. The Region shall contribute 100% of the premium costs for extended health benefits plan coverage. The annual employee deductible for the extended health benefits plan is \$15.00 for single coverage or \$30.00 for family coverage.

i) Semi-private hospital accommodation.

ii) Prescription Drug benefit with 100% reimbursement of costs with a prescription dispensing fee cap of \$8.50.

iii) Vision Care coverage (includes laser eye surgery) per person and family member per year up to \$400 every 24 months.

As of January 1, 2023, Vision Care coverage (includes laser eye surgery) per person and family member per year up to \$450 every 24 months.

iv) Private Duty Nursing.

v) Deluxe Travel Plan – 100% Region paid plan to age 65 and on and after the employee's 65th birthday, deluxe travel plan is an optional 100% employee paid plan.

vi) Paramedical Services – Services of the following licensed, certified or registered practitioners are covered to a combined maximum of \$600 per person and family member per year.

- Chiropractor
- Massage Therapist
- Naturopath
- Speech Therapist (Authorization by a physician or dentist.)
- Physiotherapist
- Acupuncturist
- Ophthalmologist /Optometrist
- Osteopath

Effective on the first day of the month following ratification of this settlement Paramedical Services of the above licensed, certified or registered practitioners are covered to a combined maximum of

\$700 per person and family member per year.

Effective January 1st, 2024, Paramedical Services of the above licensed, certified or registered practitioners are covered to a combined maximum of \$750 per person and family member per year.

vii) Mental Health Services provided by the following licensed practitioners who legally engage in practice by virtue of a license of certificate issued by the appropriate authority in the place where the service is provided, up to a combined maximum of \$5,000 per individual and family member per calendar year:

- Psychologist
- Psychotherapist
- Clinical Counsellor
- Social Worker
- Marriage and Family Therapist
- Psychoanalyst

d) Dental plan as generally described below with single or family coverage. The Region shall contribute 90% of the premium costs for dental plan coverage and the employee shall contribute the remaining 10% of the premium costs. The dental plan is administered in accordance with the Ontario Dental Association fee schedule for the year preceding the current year:

- i) Basic benefit with nine (9) month recall oral examinations for adults and six (6) month recall for children, on a 100% reimbursement basis.
- ii) Restorative benefit on a 50% reimbursement basis.
- iii) Orthodontic benefit on a 50% reimbursement basis to a lifetime maximum of \$1,500.

The maximum combined benefit available under components (i) and (ii) only of the dental benefit is \$1,500 per person or eligible family member per calendar year.

- e) A long-term disability plan providing a benefit of 66-2/3% of the employee's regularly monthly wages to a maximum monthly benefit of \$7,000. The plan will provide integration with other income including Employment Insurance benefits.

29.02 For the purpose of Article 29.01, continuous service is deemed to include continuous service with the Region.

29.03 Benefits will be covered for the spouse of a deceased employee up until the end of three (3) months following the month in which the employee has passed away. This would only be applicable to the spouses of employees who were in receipt of benefits at the time of their death.

29.04 When regular full-time employees apply for and are accepted for a casual contract position, they will retain their existing benefit coverage while in that position. This article does not apply to permanent changes in employment status. Furthermore, the employee's original position will be held for the term of the contract position.

29.05 Part-time employees shall receive four (4) percent of their regular rate of pay per hour worked above their regular rates of pay as set out in Schedule A - Wages hereto attached in lieu of all forms of health and welfare and fringe benefits following completion of eight hundred and sixty-one (861) hours of service.

29.06 A full-time employee will be given access to short-term disability benefits as detailed in the attached plan, Appendix B after completion of three (3) months' continuous service as a regular full-time employee.

29.07 The Region shall contribute to the Ontario Municipal Employees' Retirement System (OMERS) in accordance with the legislation governing this plan for eligible employees.

29.08 An employee is required to provide two (2) weeks' notice to the Human Resource Services Division where a change is required to be made to:

- a) Name, address, or telephone number; or,
- b) Marital or dependent status, benefit coverage, entitlement of exemption status.

The Region shall make the necessary change upon receipt of the written notice or the requested effective date, whichever is later, but in no case shall the effective date of change be retroactive. Nothing in this Article regarding the provision of notice in respect of a change to the employee's information for benefits purposes diminishes the employee's responsibility to update the Region more generally regarding any changes to the contact information under (a) above. If a change is required under (a) above, the employee will advise their supervisor in writing immediately.

29.09 The Region shall continue to pay its portion of premiums for the benefits provided in Article 29.01 (Benefits) for a maximum of twenty- four (24) months from the date an employee commences receiving long-term disability benefits. After that time, the Region will continue to pay the premiums for single extended health plan coverage only for an employee in receipt of long-term disability benefits.

29.10 EARLY RETIREE BENEFITS

An eligible employee will be entitled to early retiree benefits as outlined in Appendix C.

29.11 The following provisions regarding benefits will apply to an employee who works on and after the employee's 65th birthday:

- a) A full-time employee who would otherwise qualify for full benefits will, in accordance with the terms of the applicable plans, continue to be eligible for:
 - i) in respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the Region's corresponding contribution required under the OMERS plan;
 - ii) extended health benefits (excluding 100% Region-paid deluxe travel coverage and prescription drug benefits, services or supplies where ordinarily reimbursement is available under a government-sponsored plan in the absence of coverage under a private or group benefits plans);
 - iii) 100% employee-paid deluxe travel coverage;

- iv) dental benefits;
 - v) life insurance (not including optional life insurance);
 - vi) accidental death and dismemberment insurance; and
 - vii) short-term disability benefits.
- b) A full-time employee who would otherwise qualify for full benefits will not be eligible for the following benefits on and after the employee's 65th birthday:
- i) optional life insurance or long-term disability insurance coverage;
 - ii) 100% Region-paid deluxe travel benefits; and
 - iii) prescription drug benefits, services or supplies under the extended health benefits plan where reimbursement is available under a government-sponsored plan in the absence of coverage under a private or group benefits plan.

For greater certainty, the benefits listed in paragraphs (i)-(iii) will cease to be provided in the month coincident with or next following the month in which the full-time employee becomes age 65.

ARTICLE 30 – RETIREMENT BENEFITS

30.01 Retiree Benefits - Eligible employees will be entitled to retiree benefits as outlined in Appendix C of this collective agreement.

Employees with credited service who retire from the Region and will receive their OMERS pensions are entitled to:

- a) a full-paid life insurance policy in the amount of two thousand dollars (\$2,000), and
- b) a retiring allowance based on years of credited service as follows:

Ten (10) years' service - four (4) weeks' pay
Fifteen (15) years' service - six (6) weeks' pay
Twenty (20) years' service - eight (8) weeks' pay.

ARTICLE 31 – TRAVEL

- 31.01** The current corporate rate for mileage will be paid to all employees who are required to use their personal vehicle on Regional business.
- 31.02** An employee is required to pay the costs of their transportation to and from the work site once per day. Kilometres driven on Regional business beyond the trip to and from the base location shall be paid at the Region's prevailing mileage rate. The trip to work and home again will be referred to as the employee's deductible amount.
- 31.03**
- a) Where an employee has a fixed base location, but attends another location for the day, only travel beyond the deductible amount will be compensated.
 - b) An employee may have only one base location, (except for true field personnel) which is determined in consultation with their supervisor.
 - c) An employee temporarily transferred to another work location for more than two (2) weeks will adopt a new base location for the duration of the transfer. At the end of the transfer, the employee's base location reverts to its former status.
- 31.04** Designated field personnel who do not always have a fixed base location, in the sense that they travel from their home to a series of locations on most days, may claim mileage from the closer of their:
- a) home, *or*
 - b) base location, to their first visit or call
- 31.05** An employee required to attend a meeting or other function outside of normal working hours, after having travelled to and from the work site once that day is paid mileage based on the actual distance to and from the employee's home to the meeting place.

- 31.06** Travel time outside the employee's normal working hours and in excess of the time required to complete the employee's normal commute to and from their fixed base location will be recognized as work time.

ARTICLE 32 – JOB CLASSIFICATION AND RECLASSIFICATION

- 32.01** When there is a substantive change in work or an existing job classification, or when a new job classification (which is covered by the terms of this Collective Agreement) is established by the Region, the position shall be evaluated in accordance with the terms of reference for the Joint Job Evaluation Program dated January 16, 2006.

ARTICLE 33 – GENERAL CONDITIONS

- 33.01** Region will furnish letter to confirm that for any significant pay deductions the employee would be notified in advance. Also, the current practice of notifying employees of changes in CPP and EI etc. will continue.
- 33.02** The Region shall provide a bulletin board for the posting of union notices.
- 33.03** Upon at least twenty-four (24) hours' notice, an employee shall have the right to review their employee file in the presence of a representative of the Human Resource Services Division. Employee files can be accessed by contacting Human Resources and scheduling an appointment. An employee shall have the right to receive copies of any material contained in their employee file.
- 33.04** In the interest of promoting understanding of this Agreement, the Region will supply present and future employees with a booklet of this Agreement. The Union agrees to pay one-half of the cost of printing the Agreement, upon being invoiced by the Region.

33.05 POLICE CHECKS

For existing employees who are moving into another position which requires a police check, the police check will be paid by the Region. For new employees hired into a position requiring a police check, the cost of the police check will be paid by the employee as condition of employment.

33.06 EMERGENCY PREPAREDNESS AND RESPONSE

In the event of a declared emergency, which is defined as when immediate, temporary, extraordinary measures are taken to ensure safety and security due to a major crisis, excluding workload and/or staffing issues, employees may be required to work according to operational needs. This may require working outside of regular working hours. Exemptions may be considered in extenuating circumstances.

33.07 TECHNOLOGICAL CHANGE

If changes in the technology, operating methods, or the organization compel a reduction in employee complement, the Region will endeavour to consult with the Union at least seventy-two (72) hours prior to staffing notification with the view to minimizing staff reductions. Any employee impacted by such change shall be provided notice in accordance with Article 15.

ARTICLE 34 – PAY RATES AND JOB CLASSIFICATIONS

34.01 The hourly wage rates and job classifications shall be as set out in Schedule A – Wages attached hereto and forming part of this Agreement.

34.02 Newly hired employees shall be placed at the applicable step on the wage schedule.

34.03 A full-time employee will advance one (1) step on the wage schedule annually corresponding to each subsequently completed year of service in the classification.

a) If a full-time employee's leave of absence without pay exceeds thirty (30) continuous calendar days during such twelve (12) month period, their anniversary date will be extended by the length of such absence.

34.04 A part-time or contract employee will advance one (1) step on the wage schedule corresponding with the employee's completion of one thousand, seven hundred and twenty-two (1722) hours in the classification.

ARTICLE 35 – DURATION

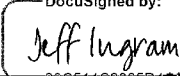
35.01 This Agreement shall be effective on January 1, 2022, and shall remain in full force and effect until December 31, 2025 and from year to year thereafter subject to notice as provided in the *Labour Relations Act, R.S.O. 1990, c.l. 2*, as amended.

DATED AT OAKVILLE, ONTARIO THIS 5 DAY OF December, 2022.

As per the executed and ratified memorandum of settlement dated **June 22, 2022**.


FOR THE REGIONAL
MUNICIPALITY OF HALTON

FOR THE UNION - LOCAL 3732
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES

DocuSigned by:

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Jeff Ingram

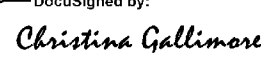
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Mary-Jo O'Connor

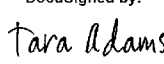
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Terrie-Lynna Phillips

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Margaret Jasinski

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Tara Adams

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Patrycja Sannachan

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Kirby Steinhoff

SCHEDULE A – WAGES

CUPE 3732 HOURLY RATES

The Region will classify employees within the following classifications and pay them as per the following hourly rates:

LEVEL	JOB CLASSIFICATION	STEPS	EFFECTIVE JAN 1, 2022	EFFECTIVE JAN 1, 2023	EFFECTIVE JAN 1, 2024	EFFECTIVE JAN 1, 2025
9	Mental Health Support Worker	Step 1	40.49	41.20	41.94	42.76
		Step 2	42.11	42.85	43.62	44.47
		Step 3	43.82	44.59	45.39	46.28
		Step 4	45.54	46.34	47.17	48.09
		Step 5	47.38	48.21	49.08	50.04
8	Program Lead Integrated Systems Navigator	Step 1	39.32	40.01	40.73	41.52
		Step 2	40.91	41.63	42.38	43.21
		Step 3	42.54	43.28	44.06	44.92
		Step 4	44.24	45.01	45.82	46.71
		Step 5	46.02	46.83	47.67	48.60
7	Case Presenting Officer Eligibility Review Officer Housing Services Coordinator	Step 1	38.07	38.74	39.44	40.21
		Step 2	39.59	40.28	41.01	41.81
		Step 3	41.21	41.93	42.68	43.51
		Step 4	42.84	43.59	44.37	45.24
		Step 5	44.58	45.36	46.18	47.08
6	Children's Services Intake Worker Integrated Case Manager Integrated Employment Specialist Integrated Housing Worker – Client Intake & Housing Stability Integrated Housing Worker – Client Placement	Step 1	37.26	37.91	38.59	39.34
		Step 2	38.73	39.41	40.12	40.90
		Step 3	40.30	41.01	41.75	42.56
		Step 4	41.90	42.63	43.40	44.25
		Step 5	43.54	44.30	45.10	45.98
5	Integrated Job Developer Revenue Recovery Officer	Step 1	37.26	37.91	38.59	39.34
		Step 2	38.73	39.41	40.12	40.90
		Step 3	40.30	41.01	41.75	42.56
		Step 4	41.90	42.63	43.40	44.25
		Step 5	43.54	44.30	45.10	45.98
4	Business Services Coordinator Newcomer Strategy Support Coordinator	Step 1	32.84	33.41	34.01	34.67
		Step 2	34.18	34.78	35.41	36.10
		Step 3	35.55	36.17	36.82	37.54
		Step 4	36.95	37.60	38.28	39.03
		Step 5	38.42	39.09	39.79	40.57

3	Integrated Program Assistant Program Assistant – Total Quality & Risk Management Program Assistant – Program Integrity Records Coordinator	Step 1	27.37	27.85	28.35	28.90
		Step 2	28.46	28.96	29.48	30.05
		Step 3	29.60	30.12	30.66	31.26
		Step 4	30.79	31.33	31.89	32.51
		Step 5	32.01	32.57	33.16	33.81
2		Step 1	26.20	26.66	27.14	27.67
		Step 2	27.25	27.73	28.23	28.78
		Step 3	28.34	28.84	29.36	29.93
		Step 4	29.49	30.01	30.55	31.15
		Step 5	30.63	31.17	31.73	32.35
1	Records Clerk Team Support Clerk	Step 1	25.75	26.20	26.67	27.19
		Step 2	26.60	27.07	27.56	28.10
		Step 3	27.46	27.94	28.44	28.99
		Step 4	28.39	28.89	29.41	29.98
		Step 5	29.32	29.83	30.37	30.96

APPENDIX A – SHORT-TERM DISABILITY PLAN

1. The Short-Term Disability plan benefits as set forth in Schedule A hereto applies to employees who are:
 - a) full-time and regularly employed for thirty (30) hours or more per week;
2. Disability is defined in two ways:
 - a) Class One (1)

Physical or mental illnesses which prevent employees from performing their jobs for a period of more than three (3) hours in a working day and not more than two (2) consecutive working days.
 - b) Class Two (2)

Physical or mental illnesses which prevent employees from performing their jobs for more than two (2) consecutive working days.
3. Employees claiming benefits of the Short-Term Disability Plan for Class Two (2) disability must provide evidence of the disability using a form provided by the Region. Any fees charged by a medical practitioner to complete an evidence of disability form will be paid for by the employee. The information on this form includes:
 - a) employee's name
 - b) nature of disability
 - c) name of attending physician
 - d) expected date of return to work
 - e) permission to release medical information to the Region's physician if required by the Director of Human Resource Services

The requirement for an employee to complete the evidence of disability form may be waived by their supervisor.
4. The Director of Human Resource Services may require an employee to have an examination by a physician practitioner approved by the Region prior to an employee receiving benefits of the Short-Term Disability Plan.

5. Employees unable to report to work because of illness or disability must notify their Manager and/or Site Supervisor at the beginning of each normal workday during a Class One (1) illness.
6. On an employee's fifth (5th) occasion and all subsequent occasions of disability in the calendar year, they will receive no short-term disability benefits until the third (3rd) day of that absence. This will not apply if the employee is confined to hospital, in which case short term disability pay will commence on the first (1st) working day of the absence.
7. Employees who repeatedly claim leave for disability will be investigated by a Board of Review, comprised of the Region's Occupational Physician, the Director of Human Resource Services, and the Head of the Department concerned. The Board of Review will consider all matters relevant to the employee's leave for disability and will take whatever action it finds necessary with respect to the employee's continued employment.
8. Employees may not claim benefits under the Short-Term Disability Plan if any of their absences result from illness or injury, for which the employee is entitled to Workers' Compensation Benefits, arising out of the performance of work for gain for any other employer.
9. Employees who exhaust the benefits of the Short-Term Disability Plan will have their continued employment reviewed by the Region. When employees return to work after exhausting the benefits of the plan, they must bring a statement from their attending physician confirming that they are capable of performing the duties of their position. The Director of Human Resource Services may require the employee to be examined by another physician.
10. Employees who claim paid leave for disability under this plan must return to work and provide at least four (4) consecutive weeks of uninterrupted attendance before the benefits of the plan are reinstated.
11. Employees entitled to benefits of the Short-Term Disability Plan on a day which is a holiday, will receive holiday pay for the holiday.
12. An employee cannot receive benefits from both the Short-Term Disability Plan and Workers' Compensation for the same time.

SCHEDULE TO APPENDIX A

CREDITED SERVICE	WORK WEEKS AT FULL PAY	WORK WEEKS AT 2/3 PAY	TOTAL WEEKS OF BENEFITS
3 months	3	12	15
6 months	4	11	15
1 Year	6	20	26
2 Years	8	18	26
3 Years	9	17	26
4 Years	10	16	26
5 Years	11	15	26
6 Years	12	14	26
7 Years	13	13	26
8 Years	14	12	26
9 Years	15	11	26
10 Years	16	10	26
11 Years	17	9	26
12 Years	18	8	26
13 Years	19	7	26
14 Years	20	6	26
15 Years	21	5	26
16 Years	22	4	26
17 Years	23	3	26
18 Years	24	2	26
19 Years	25	1	26
20 Years	26	0	26

APPENDIX B – GUIDELINES FOR JOB SHARING

Where job sharing is reasonably feasible, the Region, upon request of an employee seeking to job share, will facilitate the employee's search for a partner by posting a notice of receipt of an individual request identifying the individual and their position.

Where two (2) employees wish to share a permanent full-time position, they will submit a request in writing to the immediate supervisor responsible for the position who will take the matter up with the Department Head. The following conditions shall apply:

1. Both employees will have the required skill and ability to do the whole job.
2. Except where already qualified and the plan permits continuation of benefits, extended health and dental benefits shall be available for both employees following the completion of six (6) months of service, and the monthly premium costs will be shared equally between the Region and the employee. Employees already enrolled in OMERS shall continue to participate in and contribute to the pension plan.
3. Provisions for sick leave/disability shall be in the form of a premium on regular earnings of three (3) percent to be paid each pay. Consequently, time away for illness shall be unpaid.
4. Designated holidays shall be paid on a pro rata basis provided the employee has worked the regular scheduled workday before and after the holiday.
5. The time worked shall be shared equally by each job sharer on the basis of the equivalent of five (5) days each per pay period.
6. Wage increments shall apply after one thousand, seven hundred and twenty-two (1722) hours worked.
7. If one job sharer terminates, the remaining job sharer will be offered the available hours. Should the remaining job sharer refuse, the available hours will be posted as a job-sharing position.
8. Each job sharer as a minimum standard must cover the absence of the other for up to three (3) continuous weeks at any given time.

9. The Commissioner of Social and Community Services shall have the right to terminate a job-sharing arrangement upon reasonable notice to those employees involved in the sharing of any particular position. The Region will not exercise this right arbitrarily or in bad faith.

APPENDIX C – RETIREE BENEFITS

WHO IS ELIGIBLE?

If you are a full-time or permanent part-time employee who retires on or after January 1, 2000, you are eligible, provided you are enrolled in the active employee benefits (extended health care, dental) package prior to retirement.

You must retire from the Region prior to age 65 and elect to receive an OMERS pension on retirement. Your benefits class (i.e., Single, Family) at retirement shall be the same as when you were active. If you do not choose to take the benefits on retirement, you cannot apply for them at a later date. Benefits continue until the end of the month in which you turn age sixty-five (65).

Premiums for extended health care and dental coverage are fully paid by the Region.

WHAT ARE THE BENEFITS?

Extended Health Care

Vision Care – One hundred and fifty dollars (\$150) every twenty-four (24) months.

No semi-private hospital coverage (ward only).

Diagnostic Services - laboratory and x-ray services performed in a hospital are covered.

Medical services - ambulance, medical equipment and dressings will be covered.

Drugs based on the Ontario Drug Benefit Plan will be eligible, plus Life Sustaining Drugs with no overall maximum. The co-insurance on the drugs is eighty percent (80%) to two thousand dollars (\$2,000), then one hundred percent (100%).

Prescription Drug Dispensing Fee will be capped at five dollars (\$5.00) and any amount over that will be the responsibility of the employee.

Private duty nursing is covered, to a maximum of five thousand dollars (\$5,000) per year.

Dental

No deductible.

Basic services covered at one hundred percent (100%); major services covered at fifty percent (50%).

Maximum per calendar year – one thousand dollars (\$1,000).

Coverage is based on a two (2) year lag in the O.D.A.

Dental benefits include:

Examinations – includes complete oral examinations once every three (3) years and recall oral examinations once every twelve (12) months.

Consultations – with patient (maximum two [2] units every twelve [12] months) or with a member of the profession.

Radiographs – includes complete series intra oral films once every three (3) years, panoramic films once every three (3) years, bitewing films once every twelve (12) months.

Diagnostic Services – includes bacteriologic tests, biopsy and cytological tests.

Preventive Services – includes polishing (one [1] unit of time once every twelve [12] months), scaling, preventive recall packages once every twelve (12) months, fluoride treatment, oral hygiene instruction and reinstruction once every twelve (12) months.

Fillings

Endodontic Services – includes root canal therapy, surgical and emergency services.

Periodontic Services – includes periodontal surgery, root planing and occlusal equilibration (eight [8] units of time every twelve [12] months)

Surgical Services – includes extractions, surgical incision/excision and frenectomy

Anaesthesia

In-office and Commercial Laboratory Charges – when applicable to the covered benefits.

Deluxe Travel (Out of Country Medical)

This benefit is available optionally at the employee's expense. The premiums are subject to change in accordance with the plan's review period and will be paid in advance for six (6) month periods. This benefit is only available to employees who have extended health care benefits prior to retirement. If not elected at retirement, this benefit cannot be elected or re-elected at a later date.

LETTER OF UNDERSTANDING #1
BETWEEN
THE REGIONAL MUNICIPALITY OF HALTON
("The Region")
- and -
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3732
("The Union")

EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

Vacancies and Workload

The Regional Corporation and the Union acknowledge that when a permanent and contract position of six (6) months or more is vacated or when a position is newly created and not filled, workload of remaining employees may be adversely impacted.

The Regional Corporation reviews on an ongoing and regular basis all current vacancies and anticipated vacancies (including retirements and leaves of absences). The goal of such review is to ensure that vacancies are posted and filled in a timely manner in consideration of effective service delivery and staff workload issues.

The Regional Corporation agrees that this review will be a standing agenda item at each Joint Employer-Employee Relations Committee meeting.

This Letter of Agreement will be effective for the duration of the collective agreement.

DATED AT OAKVILLE, ONTARIO THIS 5 DAY OF December, 2022.

DocuSigned by:
Jeff Ingram
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For the Region

DocuSigned by:
Kirby Steinhoff
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For the Union

LETTER OF UNDERSTANDING #2
BETWEEN
THE REGIONAL MUNICIPALITY OF HALTON
("The Region")
- and -
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3732
("The Union")

Alternate Work Arrangements

1.0 PURPOSE

This policy outlines the process for entering into alternate work arrangements (AWA). Alternate work arrangements are an increase in the hours worked over the course of a regular day in order to take time off on a regularly scheduled basis.

2.0 SCOPE

This policy applies to full-time employees who have completed one (1) year of full-time service from date of hire in the bargaining unit and have demonstrated a commitment to the job and satisfactory job performance.

3.0 GENERAL

The alternate work arrangement option is at management's sole discretion, and it is offered to employees as an option to assist them to better manage their personal affairs recognizing the need for a balance between work and personal life. Management shall exercise their discretion in a fair and reasonable manner.

An AWA must recognize the requirements of the job and must not result in decreased customer service or increased costs to the Region. As well, any adjustments incurred from an AWA regarding an employee's duties must not result in a transfer of responsibility of the employee's workload coverage.

It is expected that, to the extent possible, staff with an alternate work week arrangement shall schedule all personal appointments (e.g., doctor appointments, dentist appointments, school meetings, meetings with

lawyers, etc.) on this scheduled day off.

4.0 GUIDELINES

1. Employees who wish to participate in an AWA program, must submit a request in writing to their immediate supervisor for consideration and approval. Employees may enter into only one alternative work arrangement at any given time (i.e., Compressed Work Week, Work from Home Arrangement, etc.).
2.
 - a) AWA days will be scheduled with the understanding that the cycle is set, however, the day off may be rescheduled in a number of circumstances including, when a paid holiday falls on the compressed day, workload requirements including scheduled meetings, to accommodate vacation, religious accommodations, and operational concerns etc.
 - b) An AWA day may be rescheduled due to operational demands or at the request of the employee with the agreement of the supervisor/manager.
3. Alternate work week arrangements are considered an employee privilege and schedules other than noted in section (a) below may not work in every situation.
4. Alternate work arrangements include, but are not limited to, the following schedules:
 - a) The most common arrangement is working the equivalent of fifteen (15) days in fourteen (14) days and taking the fifteenth day off;
 - b) Banking additional hours during the period July 1 to Labour Day equivalent to the number of unpaid days required for the Christmas closure period;
 - c) Other schedules similar in nature may be established by mutual consent of the employee and supervisor/manager and approved by the Director.
5. Maximum accrual time for AWA will be capped at fourteen (14) hours

except as provided in point # 9 below. The additional seven (7) hours of time must be taken as an AWA day in the next compressed cycle.

6. An employee cannot carry a negative balance at any time.
7. If it is not possible for the employee to accumulate the necessary time to take the AWA day, they may choose to forgo their AWA day and carry over any accrued time to the next cycle to a maximum of fourteen (14) hours. This must be communicated to the employee's supervisor/manager.
8. If employees are promoted, re-assigned, change offices etc. their current AWA will cease, and employees must exhaust banked AWA hours prior to the change in position. The employee will be required to submit a new AWA proposal to their new supervisor/manager for consideration and approval.
9. AWA days may not be taken during the period July 1 through Labour Day annually however employees may continue to accumulate banked AWA hours to be taken during the Christmas closure period.

5.0 PROCEDURE

1. Proposals must be submitted on the Region's AWA proposal form.
2. Proposals require the approval of both the supervisor/manager and the Divisional Management Team.
3. Proposals must include a description of the arrangement including the hours of work per day, days per week and an indication of the regular time or day off.
4. Proposals may not contain a schedule that requires an employee to work any more than forty-four (44) hours in a work week or eighty-eight (88) hours in a pay period.
5. Proposals must include an unpaid scheduled meal break of at least thirty (30) minutes each working day and shall include a plan for the delivery of service at a normal or expected level during an employee's AWA day off.

6. AWA arrangements may be discontinued by the employee or the supervisor/manager with two weeks' notice.
7.
 - a) A paid holiday or other day off that occurs during a cycle will be considered to be a seven (7) hour day.
 - b) Days away from work during an AWA work week (e.g., illness, leave of absence, observance of a religious holiday, etc.) will be considered a seven (7) hour working day.
 - c) Illness which occurs on a scheduled AWA day off will be considered the same as illness that occurs on a Saturday, Sunday or holiday and the AWA day will not be re-scheduled.

This Letter of Understanding shall form part of the Collective Agreement.

Signed in Oakville this 5 day of December, 2022.

DocuSigned by:
Jeff Ingram

For the Region

DocuSigned by:
Kirby Steinhoff

For the Union

LETTER OF UNDERSTANDING #3
 BETWEEN
 THE REGIONAL MUNICIPALITY OF HALTON
 (“The Region”)
 - and -
 THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3732
 (“The Union”)

WHEREAS the Social and Community Services Department underwent a realignment on February 23, 2011;

AND WHEREAS article 3.01 of the collective agreement details positions included in the bargaining unit;

AND WHEREAS schedule A of the collective agreement provides pay levels for various job classifications

NOW THEREFORE the parties agree to the following:

The job classifications identified below no longer exist within the Social and Community Services Department either because the positions were eliminated or transferred to other departments or programs are no longer funded:

LEVEL	JOB CLASSIFICATION
8	Departmental Mental Health Coordinator
	Eligibility Review Officer (ERO) I
	Staff Development Coordinator
	Team Leader
	Training Coordinator
	Partnership Development Coordinator
7	Purchase of Service/Quality Assurance Worker
	Eligibility Review Officer (ERO) II
6	Employment Case Manager
	Business Improvement Specialist
	Special Projects Coordinator

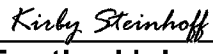
5	Employment Facilitator
	Housing Help Centre Coordinator
	On Track Coordinator
	Social Service Worker
4	Financial Assistant
3	Program Assistant – Coordinated Intervention Services
2	Program Assistant – Program Support
1	No positions in this level

1. In the event that a new job classification is created in the Social and Community Services Department in the future which is equal in job content and scope to any of the job classifications listed above, the Region agrees to place the job classification within the CUPE Local 3732 bargaining unit.
2. This Letter of Agreement will be effective for the duration of the collective agreement.

Signed in Oakville this 5 day of December, 2022.

DocuSigned by:

 For the Region

DocuSigned by:

 For the Union

LETTER OF UNDERSTANDING #4
BETWEEN
THE REGIONAL MUNICIPALITY OF HALTON
("The Region")
- and -
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3732
("The Union")

Workload Management

The Regional Corporation and the Union are committed to maintaining a workplace that focuses on the well-being of all employees and works collaboratively towards a solution.

Therefore, the parties have jointly agreed to the below understanding to ensure ongoing communication related to workload:

1. The parties will work together in order to resolve workload management issues. The Region and the Union recognize that workload can fluctuate and therefore needs to be reviewed on a monthly basis with the goal of fair, reasonable, and equitable distribution of workload.
2. The Region will utilize multiple methods in an ongoing method to effectively manage workload demands. Specifically:
 - a) Workload Reviews will be a standing agenda item for the Labour Management Committee Meetings. Information to be reviewed may include existing vacancies (temporary and permanent) and formal workload reviews.
 - b) Discussions of workload reviews will be a standing item on team meetings.
 - c) The Region will fill vacancies of planned leaves, retirements, and resignations to the best of their ability subject to funding and volume. The Region is committed to continuing to assess the need for backfilling positions when there are increased service demands or multiple unplanned leaves.

3. Workload reviews will occur in the following ways:

a) Supervisor Initiated Workload Review

- i) The employee's Supervisor will meet on a monthly basis on both an individual and team basis to review issues relating to the fair distribution and volume of workload.
- ii) The Supervisor will monitor workload assignments and volume and address any real or potential issues at the regularly scheduled individual supervision and/or team meetings.
- iii) The employee will actively engage and participate in individual meetings to identify challenges and potential solutions to issue they are experiencing.

b) Employee Initiated Workload Review

- i) The employee requests a review of their workload to their direct Supervisor. If two (2) or more employees from the same job classification are requesting a workload review, this shall be completed as a group workload review upon the employee's request.
- ii) A meeting between the Supervisor and employee will be held within five (5) working days from the date that the request is made, or such period of time that the employee and Supervisor agree.
- iii) The purpose of the meeting will be to explore a plan to address and resolve workload issues.
- iv) In follow up, the Supervisor and the employee will document the plan to address the workload issues within five (5) working days of the meeting.
- v) If there is no resolve to the issue at step (iv), the Supervisor will refer the matter to the appropriate Manager, who will work with the employee to identify possible resolutions, and this will be documented to both the Supervisor and employee within ten (10) working days.

vi) If there is no resolve to the issue at step (v), the Manager will refer the matter to the Director who will work with the parties to identify and document a resolution within ten (10) working days.

4. The Regional Corporation agrees that staff requested formal workload assessments/reviews of bargaining unit employees will not be used for discipline and/or in a performance evaluation as a result of initiating the process.

Signed in Oakville this 5th day of December, 2022.

DocuSigned by:
Jeff Ingram
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For the Region

DocuSigned by:
Kirby Steinhoff
37C710E47A4D4BA

For the Union