



## **COLLECTIVE AGREEMENT**

Between

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

and

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

EFFECTIVE DATE: **APRIL 1, 2023**

EXPIRY DATE: **MARCH 31, 2026**

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## **ARTICLE 1 - PURPOSE**

- 1.01** The Purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Employer.
- 1.02** For the purposes of interpretation, whenever gender is used in this Agreement, it shall be deemed to include all genders and, similarly, the singular shall include the plural and vice versa, as applicable.

## **ARTICLE 2 - NO DISCRIMINATION**

- 2.01** The parties agree there shall be no discrimination against any employee for reasons of age, sex, race, colour, religious affiliations, national origin, political affiliations, Union activities, or other grounds included under the Ontario Human Rights Code.
- 2.02** The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union.

## **ARTICLE 3 - UNION RECOGNITION**

- 3.01** The Employer recognizes the Canadian Union of Public Employees and its Local 966 - TransHelp as the sole and exclusive collective bargaining agent for all of its employees save and except Supervisor, persons above the rank of Supervisor, office and technical staff, students employed during the school vacation period and temporary employees.
- 3.02** Employees excluded as per Article 3.01 above, other than students, shall not do any work on jobs normally done by employees covered by this Agreement except for the purposes of instruction, experimenting, emergencies or when an employee who normally does the work is not readily available.

## **ARTICLE 4 - DEFINITION OF EMPLOYEES**

- 4.01** The term "Employees" as used in this Collective Agreement refers to persons covered by Article 3.01 of this Agreement.
- 4.02** The Employer recognizes the following categories of employees:
- a) A full-time employee is one who is regularly scheduled to work forty (40) hours per week.

- b) A part-time employee is either
  - i. an employee who provides unrestricted availability and who is regularly scheduled to work for a minimum of twenty (20) hours to a maximum of thirty (30) hours per week; or
  - ii. an employee who does not provide unrestricted availability who is regularly scheduled to work up to thirty (30) hours per week.
- c) A temporary employee is one who is required to temporarily replace a regular employee who is on an approved leave of absence for occupational or non-occupational sickness or injury, or other approved leave. The employment of an employee hired as a temporary replacement shall automatically terminate on the termination of the temporary vacancy. An employee hired as a temporary replacement shall be advised in writing at the time of hiring of their temporary status and the anticipated duration of employment.

**4.03** Part-time employees will not be used in such a way as to replace full-time positions, except that a part-time employee may replace a full-time employee during temporary absence. Part-time employees will not be used for the sole purpose of avoiding the creation of a full-time position.

## **ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS**

**5.01** The Union recognizes and acknowledges that the Management of the operations and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that the employee has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided.
- b) Select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, or recall employees and select employees for positions excluded from the bargaining unit.

- c) Establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications as a TransHelp Operator and require medical examinations annually or after occupational or non-occupational absence due to sickness or injury.
  - d) Operate and manage the Business in all respects in accordance with the Employer's commitments, obligations and responsibilities including the right to determine the number and location of the Employer's establishments and their expansion or curtailment, direction of the work force, schedules of operations, number of shifts, services to be rendered, methods, processes and means of operation, work procedures, quality and quantity standards, kinds and locations of equipment, machinery and vehicles to be used at any time, selection and use of materials required by the Employer; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; decide the number and type of employee needed by the Employer at any time, number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; determine financial policies, including general accounting procedures, user and public relations.
- 5.02** The Employer agrees that it will not exercise its rights in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01** During the term of this Agreement, the Employer agrees that it will not lock out employees and the Union agrees that there shall be no strike at TransHelp of the Regional Municipality of Peel.
- 6.02** The terms "strike" and "lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act of the Province of Ontario.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.01** During the term of this Agreement, the Employer agrees to deduct regular monthly dues as certified by the Union in writing from the wages of employees covered by this Agreement. The Employer agrees to remit monthly such dues by the fifteenth (15<sup>th</sup>) of the month following the month in which the deductions have been made, together with a list of employees from whom such deductions were made to the Secretary Treasurer of the National Union with a copy of the list to the Secretary Treasurer of the Local Union.

- 7.02** The Union shall indemnify and save the Employer harmless from any and all claims for amounts deducted from pay and remitted under the terms of this Article.
- 7.03** All deductions made by the Employer from an employee's wages for Union dues shall be indicated on statements of income required for purposes of taxation by the government.
- 7.04** The information contained in the dues check-off remitted to the National Union shall include a total of the gross regular earnings of all full-time staff and a total of the gross regular earnings of all part-time staff during the check-off period with a copy of such information to the Local Secretary Treasurer.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01** The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Unit Vice-President (UVP), one (1) Chief Steward, and three (3) Union Stewards. To be eligible to be a UVP, Chief Steward or Steward, an employee must have at least six (6) months service with the Employer. The number of Stewards may be altered by agreement between the parties.
- 8.02** It shall be the Steward's and/or the Chief Steward's duty to assist in the review and presentation of grievances by eligible employees in accordance with Article 9 - Grievance Procedure of this Agreement.
- 8.03** The Union acknowledges that the Stewards and the Chief Steward have regular duties to perform on behalf of the Employer and that such Stewards and Chief Stewards will therefore not leave their regular duties without first obtaining permission to do so from their immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The Steward or the Chief Steward shall return to their regular duties as expeditiously as possible. On resuming their regular duties, such employees will report to their Supervisor, and will, if required, give an explanation with respect to their absence. The Employer reserves the right to limit such time if the time requested is unreasonable.
- 8.04** The Employer acknowledges the right of the Union to appoint or otherwise select four (4) employees to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement.
- 8.05** The Union shall inform the Employer in writing, of the names of the Stewards and the Negotiating Committee members. The Employer shall not be required to recognize any Steward or Committee member until

- such notification from the Union has been received. The Employer shall inform the Union of the names of the Management members of the Negotiating Committee prior to the commencement of collective bargaining.
- 8.06** Stewards and Negotiating Committee members shall receive their regular rates of pay at straight time for the time spent in scheduled Employer/Union meetings including Mediation, Arbitration and collective bargaining held during the employee's normally scheduled hours of work. However, such payment shall not be made for time spent in preparation for such meetings.
- 8.07** A request by a staff representative of the Union for access to the Employer's premises for the purpose of consulting with a steward or Employer representative shall not be unreasonably withheld by the Supervisor.
- 8.08** The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours except as permitted by this Agreement. It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.
- 8.09** The Union, recognizing the responsibilities imposed upon it as the exclusive bargaining agent of the unit, therefore agrees that it will co-operate with the Employer to prevent accidents in the workplace and strengthen goodwill between the Employer and the employees, the users and the public. In this regard, the Employer agrees to exercise its responsibilities in co-operation with the Union and to take all reasonable measures necessary to ensure the safety of passengers. The Employees and Employer recognize their respective responsibilities under the Occupational Health and Safety Act.
- 8.10** All correspondence pertaining to the express provisions of this Agreement shall pass to and from the Manager and the President of the local Union or designate as certified in writing by the Union and copied to the Unit Vice President and the CUPE National Representative.
- 8.11** Within the first week of employment, the employee's Supervisor shall introduce the new employee to their Union Steward. The Steward, or an Officer of the Union, will meet with the employee for a period of up to twenty (20) minutes during regular working hours without loss of pay or benefits for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations with respect to the Collective Agreement.
- 8.12** The Local Union shall be supplied with a list of the employees in the bargaining unit. The list will include each person's name, job

title/classification, and the home address and home telephone number (as provided by the employee) as of June 30<sup>th</sup> and December 31<sup>st</sup> each year, in electronic format and copy supplied to the Union National Office and the Recording Secretary of the Union.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01** It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.
- 9.02** A grievance shall be defined as a complaint regarding the meaning, interpretation, application or alleged violation of any of the provisions of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that they have been discharged or disciplined without just cause.
- 9.03** It is understood that an employee has no grievance until the employee has first given the Supervisor an opportunity to address the employee's complaint. If an employee has a complaint, the employee shall discuss it with the Supervisor. The Supervisor shall communicate their reply to the complaint within three (3) working days after it has been brought to their attention.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence.

### **STEP 1:**

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

### **STEP 2:**

Within five (5) working days following receipt of the decision under Step No. 1, the Union shall present the written grievance to the Manager, TransHelp, or their designated representative, who will hold a meeting within seven (7) working days, with Management, the grievor and the UVP, a steward and/or the chief steward to a maximum of two (2) representatives to discuss the grievance. The Manager, TransHelp shall give their decision in writing within five (5) working days from the date of the meeting. Failing settlement, then:

**STEP 3**

Within five (5) working days following receipt of the decision under Step 2, the Union shall present the written grievance to the Human Resources Associate, or their designated representative, who will hold a meeting within seven (7) working days, with Management, the grievor, the UVP, a steward and/or the chief steward to a maximum of two (2) representatives to discuss the grievance. It is understood that a staff representative of the Union may also be present at the meeting, at the request of either party. The Human Resources Associate shall give their decision in writing within ten (10) days from the date of meeting, indicating whether the Employer requests the matter, if unresolved, be heard by a Sole Arbitrator or Arbitration Board.

- 9.04** It is expressly understood that an employee who has a complaint or grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to them by Management (unless they have been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.
- 9.05** a) The Union may file a "Policy Grievance" at Step 3 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within ten (10) working days of the initial incident giving rise to the complaint. The grievance must be signed by the local Union President or their designate.
- b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application, or interpretation of any provision of this Agreement commencing at Step 1 of the grievance procedure. A grievance shall be filed in writing with the Union by Senior Management within seven (7) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered in writing by the Union within five (5) working days of such meeting.
- 9.06** An employee, other than a probationary employee, claiming that they have been discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step No. 3 of the Grievance Procedure providing such grievance is lodged with the Supervisor within five (5) working days of the discharge.
- 9.07** Saturday, Sunday and Paid Holidays shall not be considered as working

days in the calculation of time limits within the scope of this Article.

- 9.08** Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.
- 9.09** If final settlement of the grievance is not reached at Step 3, then the grievance may be referred in writing by either party to Arbitration as provided in Article 10 - Arbitration, at any time within ten (10) working days after the final decision is given in Step 3. Such notification shall be sent to the Human Resources Associate or their designate. If no such written request for Arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.
- 9.10** Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure including reference to Arbitration within the time specified shall be deemed to have been dropped or abandoned or considered to have been settled on the basis of the Employer's last reply to the grievance. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including Arbitration.
- 9.11** The parties expressly agree that notwithstanding the amendments to the provisions of the Ontario Labour Relations Act, the termination of employment of a probationary employee shall not be subject to the provisions of the grievance and Arbitration provisions of this Agreement except in the event of a claim by a probationary employee under Article 2.01.
- 9.12** Settlements arrived at between the Employer, the employee and the Union on the disposition of a specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.

## **ARTICLE 10 - ARBITRATION**

### **10.01 Reference to Arbitration**

The parties agree that a grievance concerning the application, interpretation, administration or alleged violation of the Agreement and including any question as to whether a matter is arbitrable which has been properly carried through all steps of the grievance procedure outlined in Article 9 may be referred to Arbitration, at the written request of either of the parties hereto. The request shall be made by letter addressed to the other party of the Agreement indicating names of Sole Arbitrators. A Sole Arbitrator will be used.

**10.02 Appointment of Arbitrator**

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

**10.03 Failure to Appoint**

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

**10.04 Decision of the Arbitrator**

The decision of the Arbitrator shall be final and binding. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision inconsistent with the provisions of the Agreement. The Arbitrator shall have the power to alter a penalty consistent with the provisions of Section 48(17) of the Labour Relations Act, 1995.

**10.05 Disagreement on Decision**

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

**10.06 Expenses of the Sole Arbitrator**

Each Party shall pay:

One-half (½) of the fees and expense of the Sole Arbitrator.

**10.07 Amending of Time Limits**

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

**10.08 Attendance at Arbitration**

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

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

**ARTICLE 11 - MEDIATION**

**11.01** At the mutual agreement of both parties, this mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Article 9 and that has already been

referred by either party to Arbitration.

- 11.02** The intent of this process is to provide a neutral 3<sup>rd</sup> party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties. The parties will establish a list of four (4) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the grievance mediator. The mediator list may be re-established annually, at the request of either party, however any mediations scheduled to be heard will not be affected by a change in listed mediators.
- 11.03** The mediation session will be attended by a maximum of three (3) representatives from the bargaining unit and the grievor(s) and such representation as may be chosen to represent Management. There shall be no use of legal counsel or witnesses for this mediation process. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- 11.04** Once the parties have agreed in writing to mediate a grievance, the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within sixty (60) days of the appointment, then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.
- 11.05** Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session. Any evidence which either party wishes to submit will be given to the other party at least three (3) days prior to the mediation session. For the purposes of this article, day shall be defined as any day from Monday to Friday inclusive, excluding holidays.
- 11.06** Any concessions, discussions or offers to settle the grievance which occurs 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. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
- 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 continue to Arbitration or be withdrawn.

## **ARTICLE 12 - DISCIPLINE**

### **12.01 Right to Have a Steward Present**

An employee must have **their** steward present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action.

## **12.02 Discharge and Discipline Procedure**

Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer setting out the reason(s) for such discipline or discharge. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

## **12.03 Employee Discharge**

An employee may be discharged, for just cause. Just cause shall include, but not be limited to, any abuse/assault, theft, fraud, and health and safety.

The Employer shall have just cause and the right to summarily discharge a part-time employee who has not worked for two (2) consecutive calendar months and is not on approved absence as per the provisions of this Agreement.

## **12.04 Employee Files**

- a) Each employee shall have reasonable access to their employee file. An employee will receive a digital copy of their file upon request.
- b) Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period.

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

## **12.05 Complaints/Investigations**

- a) Public Complaints (Non-client related) If a complaint is to be considered for disciplinary action, it must be forwarded in writing by the complainant to the Region of Peel within thirty (30) working days of the incident. If such a complaint is not received within the above time limit, the incident/complaint will not be considered for discipline.
- b) Client Complaints (Includes facility, service agencies, caregivers, family members): If a complaint is to be considered for disciplinary action, it must be received by the Employer either written or verbal by the Client or an individual representing the Client within thirty (30) working days of the incident. If such a complaint is not received within the above time limit, the incident/complaint will not be considered for discipline.

- c) The Region of Peel has the right to interview any employees concerning complaints.
- d) Any written complaints will be presented to a member of the Union Executive removing identification of the complainant.

## **ARTICLE 13 - SENIORITY**

**13.01** Seniority of a full-time employee is based upon the length of continuous employment with the Employer since the applicable date stipulated in Article 13.04 but adjusted to recognize any periods of leave of absence in which seniority was maintained but did not accrue.

**13.02** The Employer shall keep up-to-date separate seniority lists for full-time and part-time employees. Seniority shall operate separately for full-time and part-time employees. Seniority lists shall be posted in each of the Employer's locations in January and July of each year with two (2) copies to be supplied to the Union. Additions and deletions shall be forwarded to the Union as they occur.

**13.03** A new employee, who is either full-time or part-time, shall be considered a probationary employee until the employee has worked a total of five hundred and sixty (560) hours or longer if mutually agreed upon by the parties within a twelve (12) month period, and shall have no seniority rights. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer.

Notwithstanding the above, part-time employees shall not serve a probationary period which lasts longer than twelve (12) months unless the Union provides consent.

**13.04** Upon successful completion of the probationary period, a full-time or part-time employee shall be placed on regular staff; their name shall be placed on the appropriate seniority list and their seniority shall date back to the employee's last date of hire into the bargaining unit. Should more than one (1) employee start on the same date, order of seniority shall be determined by exact time affected employees passed their probationary period.

**13.05** Any employee hired after November 1st, 1990 shall have their seniority calculated from date of hire in the same manner as full-time employees. All part-time employees in the bargaining unit on November 1st, 1990 shall have their date of hire calculated on the basis of their accumulated hours paid as of November 1st, 1990 and thereafter their seniority shall

be calculated in the same manner as full- time employees.

**13.06** An employee's seniority shall be forfeited, and their employment shall be deemed to be terminated under the following conditions:

- a) the employee quits for any reason;
- b) the employee is discharged and not reinstated through the grievance procedure;
- c) the employee has been laid off for a period of twelve (12) months for employees with one (1) years' service or less or the period of time equal to their length of continuous employment in the case of employees with more than one (1) years' service (2080 hours);
- d) the employee is absent from work without a reasonable explanation satisfactory to the Employer;
- e) the employee fails to answer the Employer's notice of recall or return to work as per paragraph 13.09;
- f) the employee uses an authorized leave of absence for purpose other than that for which it was granted or fails to return to work at the expiration of a leave of absence.

13.07 A bargaining unit employee who voluntarily leaves the bargaining unit to take a position outside the bargaining unit shall maintain but not accumulate any seniority while in that position for up to twelve (12) months. If the employee voluntarily remains in a position outside of the bargaining unit for more than twelve (12) months, the affected employee's seniority shall be lost. An employee who returns to the bargaining unit within the twelve (12) month period will resume accumulating seniority.

**13.08 LAYOFFS**

a) Layoff Notice

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

Notice of layoff will be in writing, with a copy to the Union.

b) Layoff Procedure

- i. In the event there is a work shortage resulting in a lay-off, probationary employees shall be laid off first provided the remaining employees are fully qualified to perform the available work.
- ii. If further reductions are required, Lay-offs in full-time positions shall be separate from lay-offs in part-time positions, except that a full-time employee may claim the job of the most junior regular

part-time employee provided the employee has greater seniority and is qualified in all respects to perform the job being claimed. Part-time employees will be laid off in a classification prior to any full-time employees. An employee who has acquired seniority and who is affected by a work shortage may claim the job held by the employee with the least seniority on their seniority list provided they are qualified in all respects to perform the job being claimed.

iii. Subject to the above i) and ii), employees will be laid off in reverse order of their seniority.

c) When layoffs occur, an employee who has acquired seniority and who is affected by a work shortage may:

i. claim the job held by the employee with the least seniority on their seniority list provided the employee is qualified in all respects to perform the job being claimed or;

ii. accept the layoff and be placed on the recall list for a duration of twelve (12) months or;

iii. accept the layoff and waive their right to recall and receive statutory notice owing per the Employment Standards Act, 2000.

iv. For the purpose of the operation of clause (d) i), laid off part-time casual, or temporary employees shall not have the right to displace full-time employees.

v. In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

d) Grievances on Layoffs and Recalls

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

e) Recall

Full-time employees will be recalled prior to the recall of part time employees. Employees shall be recalled from lay-off in order of seniority provided they are qualified in all respects to perform the job being filled. Recall for full-time positions shall be separate from recall for part-time positions.

- f) This Article shall not apply to lay-offs of three (3) working days or less.

13.09 When recalling an employee after lay-off, the employee shall be notified by phone and/or email or personal contact using the last contact information provided by the employee to the Employer, and allowed five (5) working days to report for work, however, the employee must advise the Employer within two (2) working days of the notification of return to work or the employee's intention to return if the employee wishes the Employer to hold the job open for the employee for the full five (5) day period. Where the employee fails to respond within two (2) days of the notification, the employer shall send second notice to the employee by registered mail and provide a further two (2) days for the employee to respond.

If the employee is recalled and advises the Employer that the employee is not immediately available for work, other qualified employees shall be recalled but shall be temporarily employed until the employee reports within the five (5) working day period.

It shall be the employee's responsibility to keep the Employer notified as to any change in their address, email address, or telephone number so that they will be up to date at all times.

**13.10** No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

## **ARTICLE 14 - FILLING OF VACANCIES**

**14.01** In promotions, filling of permanent job vacancies, newly created jobs, or transfers within the Union, the following factors shall govern:

- (a) qualifications to perform the posted job;
- (b) seniority.

Where factor (a) is relatively equal amongst applicants, then factor (b) shall govern. The above factors shall not be considered by the Employer in an arbitrary or discriminatory manner.

**14.02** A probationary employee will only be considered for a posted vacancy where the Employer has determined that no regular full-time applicant with seniority, and thereafter, no regular part-time applicant with seniority is qualified for the position.

The first vacancy created by filling a posted job shall be posted in accordance with Article 14. Second and subsequent succeeding vacancies shall be filled in accordance with Article 14.01 on the basis of applications received from employees prior to the filling of the first vacancy.

- 14.03** Vacancies arising out of employee terminations, retirements, resignations or additions to complement and that are required to be filled shall be posted within seven (7) working days of learning of the event on the appropriate bulletin boards for a minimum period of seven (7) calendar days. The posting shall include the minimum and maximum job rates applicable for the classification, the vacancy's department and location, the applicable shift, and the position location. A copy of the posting will be forwarded to the UVP or designate.
- 14.04** Employees may apply for such vacancy using the employer's job posting application process, within the time limits noted on the job posting notice. Assistance shall be provided to the employee in completing the application process upon request. Employees shall be afforded the opportunity to use the Employer's property to apply for a job posting offered by the Employer.
- 14.05** An employee desiring a transfer from part-time to full-time may apply on-line and an employee desiring a transfer from full-time to part-time may register such desire with the Supervisor. The Supervisor shall consider all such applicable requests along with applicants who have applied for a posted vacancy.
- 14.06** The Employer shall select the employee to fill the vacancy within fourteen (14) calendar days of the expiry date of the posting notice and the successful applicant will be placed on the job as soon as possible after the award.
- 14.07** The Employer retains the right to fill the vacancy from other sources if bidding employee(s) do not possess the qualifications needed for the job or if no employee applications are received.
- 14.08** The employee(s) selected to fill the vacancy shall be given a trial period of thirty (30) days and advised of their performance during the trial period. In the event that an employee proves to be unsatisfactory during the trial period then that employee will be assigned to their former position.
- 14.09** A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the President of the Union or designate.
- 14.10** a) When a vacancy arises due to an employee being absent for any reason, a part-time employee may be temporarily assigned to fill the position.
- b) In such event, the Employer shall first offer such temporary assignments to qualified part-time employees in the affected classification in order of their seniority on a rotation basis. A temporary assignment declined by an employee shall count as an assignment worked for purposes of this clause. The duration of

each assignment shall not exceed four (4) months per part-time employee and the part-time employee's status, including add-on pay, shall not be altered.

- c) Temporary assignments covered by this section are as follows:
  - i) Temporary full-time assignments for known extended periods of absence which are expected to last for forty (40) hours or more.
  - ii) Call-ins to replace temporary full-time or part-time absence of less than forty (40) hours.
- d) Separate seniority-rotation lists shall be maintained for either of the two (2) assignment categories set out in part c) of this section.

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

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

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

For call-ins as provided in (c)(ii), a part-time employee is unavailable if the assignment offered would result in that part-time employee exceeding thirty (30) hours of work in that schedule week.

- e) If all part-time employees are scheduled to work or will have worked thirty (30) hours that schedule week, Management will offer the work described in c) ii) to full-time employees, in accordance with Article 16.03. If the Employer is unable to get a full-time employee to volunteer for the overtime opportunity, the Employer then returns to the part-time call-in list and offers additional hours, at straight time, to the next person entitled to an opportunity on the list, even if it results in the employee working more than thirty (30) hours that schedule week.

- f) Should the Employer be unable to fill the temporary assignment described in (c)(i) through this protocol, the temporary position, in its full duration, shall be posted and filled in accordance with this Article.
- g) Should a part-time employee be the successful applicant for a posted temporary full-time position, their part-time status shall not be altered and they will continue to receive the "add-on" in lieu of benefits as defined in article 20.04 calculated on the job rate of the temporary full-time position.
- h) Should the Employer fill a shift and in doing so miss a part-time employee in the established protocol, the missed employee will be provided with an in-kind opportunity within the same pay schedule in which the error occurred. If the Employer is unable to provide an in-kind remedy in the pay period in which the error occurred, the affected employee will be paid for the missed opportunity.
- i) A "schedule week" shall be deemed to be a payroll week running from Thursday to the following Wednesday.

**14.11** The Union shall be notified monthly of all promotions, demotions, temporary full-time assignments, hiring's, lay-offs, transfers, recalls, or terminations of employment by the 10<sup>th</sup> of the following month.

**14.12 Filling of Vacancies**

The Employer and the Union agree to the following practice for filling of subsequent (cascading) vacancies subsequent to an initial posting:

1. All initial and second vacancies will be posted as per Article 14.03.
2. After filling the initial and second vacancy as per Article 14.03, third and subsequent vacancies that arise, shall be filled in accordance with seniority on the basis of written requests received from employees at the time of the second posting. Positions will be awarded based on the provisions of 14.01. The standard internal application form shall be used.
3. The Union will be provided the names of all applicants upon request.

All other provisions of Article 14 shall apply.

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.01** a) The Supervisor may grant a leave of absence without pay to an employee

for legitimate personal reasons. Except in extenuating circumstances, a request for such leave shall be made in writing stating reasons, at least one (1) month prior to the desired commencement date of the leave. If the Employer grants such leave, the employee shall confirm the terms of the leave in writing.

- b) A personal leave of absence shall not be granted for the purpose of allowing an employee to take another position temporarily to try out new work or to venture into business for themselves and an employee accepting gainful employment or venturing into business for themselves while on such leave of absence shall be terminated by the Employer.
- c) Seniority will continue to accumulate during the full period of leave, and benefits will be maintained only for the first thirty (30) days of such leave.

### **15.02 Statutory Leaves of Absence**

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

### **15.03 Bereavement Leave**

- a) In the event of the death of an employee's spouse, same sex partner, parent, child, sibling, parent-in-law, child-in-law, grandparent or grandchild, a full-time employee, shall be granted a leave of absence of up to a maximum of three (3) scheduled work days with pay at the employee's regular rate. Eligible part-time employees will be paid up to three (3) days pay for bereavement leave covered in this paragraph. Such days shall be taken within one (1) month following the death. In the event the funeral or internment is not held within the one (1) month, or there are extenuating circumstances, the employee may reserve up to two (2) of the above three (3) bereavement days for the purposes of attending the funeral or internment, where either ceremony falls on a scheduled working day.
- b) A full-time employee, shall be granted a one (1) day leave of absence with pay at their regular rate in the event of the death of the employee's aunt, uncle, sibling-in-law, or grandparent of the employee's spouse or same sex partner provided the days are with respect to which the employee was scheduled to work. Part-time employees will be paid for one day, if scheduled to work.
- c) A full-time employee shall be granted one (1) day leave of absence with pay at their regular rate in the event of the death of any other family member that has not already been outlined in this Article 15.02 provided the day is one with respect to which the employee was scheduled to work. Part-time employees will be paid for one day, if scheduled to work. However, in both instances, this entitlement is capped at no more than two (2) days leave of absence in total per calendar year.

- d) The employee shall only receive pay for their regularly scheduled work days, and thus shall not receive paid bereavement leave while on other leave of absence covered under this Article 15 - Leaves of Absence, their scheduled day off, a Paid Holiday, or an approved leave of absence for occupational or non-occupational sickness or injury.
- e) Bereavement leave must be requested in advance from the employee's Supervisor.
- f) Additional bereavement leave without pay may be granted upon request at the discretion of the employee's Supervisor.
- g) Seniority shall continue to accrue during the approved bereavement leave.

**15.04 Jury Duty or Crown Witness Leave**

- a) In the event an employee who has completed his/her probationary period is called for jury duty or summoned as a Crown Witness, the Employer shall pay the employee the difference between their regular hourly rate of pay for their scheduled hours of work and the amount the employee receives as court duty pay (excluding expenses) for each day the employee is required to absent themselves from work in order to serve on the jury or attend at Court as Crown Witness, provided the employee reports to work when the employee is not required to serve on the jury or attend at Court.
- b) Seniority shall continue to accrue during jury duty or Crown Witness leave.

**15.05 Citizenship Leave**

Any employee who has to attend Citizenship Court for the purpose of acquiring Canadian Citizenship shall be granted one (1) day's leave of absence with no loss of pay.

**15.06 Pregnancy and Parental Leave**

- (a) Pregnancy and Parental leave of absence shall be administered in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time. Employee's entitlements to pregnancy and parental leave shall be limited to the amounts set out in the applicable sections of the Employment Standards Act, 2000, as amended from time to time.
- (b) Seniority shall be retained and accumulated, and benefits shall be maintained during the above leave(s), subject to the employee's continued payment of any amounts in relation to benefits that may be required by the Collective Agreement.

- (c) An employee who is on pregnancy or parental leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy or parental benefits pursuant to the Employment Insurance Act and its regulations thereto shall be paid a supplemental unemployment benefit. That benefit will be equivalent to seventy-five percent (75%) of their weekly insurable earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Region of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks of either pregnancy or parental leave, but not both.

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

#### **15.07 Union Business**

- a) Only one (1) employee at a time, who is elected or selected for a full-time position with the Local 966 or the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year upon request, for a period not exceeding their term of office or secondment.
- b) Upon request by the Union, an employee shall be granted Union leave of absence by the Employer without pay or loss of seniority upon one (1) week's notice of the request for leave in writing, provided that only two (2) employees may be granted leave at any one time. The total of such leave shall apply to a maximum of ninety (90) days leave per calendar year. Such requests must be made in writing as far in advance as possible. The Union may seek and shall be given consideration for requests for an additional employee to be granted unpaid union leave under article 15.07.
- c) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence taken under 15.07 a) and b). However, the Union shall reimburse the Employer for all pay and benefits during the period of absence from work upon submission of invoice.

**15.08** Three (3) paid days for personal leave will be granted to regular full-time and one (1) paid day for part-time employees per calendar year. The purpose of personal leave shall be for tending to ill family members, attendance at appointments and additional bereavement time. Personal leave will be paid at the employee's regular rate of pay. Sufficient notice, and reason for absence, must be provided to the Supervisor in advance of the leave.

## **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

**16.01** Normal hours of work for full time employees will be forty (40) hours per week. The normal hours of work for part time employees with unrestricted availability will be a minimum of twenty (20) hours up to a maximum of thirty (30) hours per week.

**16.02** The following paragraphs are intended to define the procedures for calculating overtime and shall not be construed as a guarantee of hours of work per week.

- a) The normal schedule week shall consist of forty (40) hours exclusive of a daily one-half ( $\frac{1}{2}$ ) hour paid lunch period to be scheduled within a one-half ( $\frac{1}{2}$ ) hour before the middle of the employee shift and one and one-half hours ( $1\frac{1}{2}$ ) after the middle of the employee's shift. An employee's schedule week shall be established in accordance with the shift schedule.
- b) Overtime at the rate of time and one and one-half ( $1\frac{1}{2}$ ), the employee's regular hourly rate shall be paid for all hours worked:
  - i) After the full or part-time employee works their regular schedule of ten (10) hour shifts or eight (8) hour shifts as the case may be, or forty (40) hours in a schedule week;
  - ii) For all hours worked on the employee's sixth (6<sup>th</sup>) consecutive work day, if scheduled to work five (5) days at eight (8) hours per day in a schedule week, or the employee's fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) consecutive work day, if scheduled to work four (4) days at ten (10) hours per day in a schedule week provided conditions in (i) noted above are met.
- c) Overtime at the rate of double-time (2x), the employee's regular hourly rate shall be paid for all hours worked on the employee's seventh (7<sup>th</sup>) consecutive workday, provided conditions in (i) are met.

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

**16.04 a)** Overtime/extra hours opportunities shall be as equitably distributed among employees in the same job classification normally performing the work to be done. Overtime/extra hours opportunities offered and refused will be considered overtime opportunities worked for the purpose of determining an equitable distribution of opportunities. A listing of overtime opportunities

worked within the previous calendar month shall be posted in each of the Employer's locations.

- b) In accordance with part (a), overtime/extra hours will be offered to the next full-time employee on the full-time equal opportunity list. For clarification, this is the next full-time employee listed immediately after the last full-time employee scheduled to work overtime. Opportunities less than four (4) hours in length will be offered to employees already on shift, in seniority order.
- c) The remedy for failure to offer required overtime work will be payment for the missed opportunity.

### **16.05 Reporting Allowances**

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

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

On days when TransHelp cancels bus services due to inclement weather, the Employer shall provide all employees scheduled to work a full shift and able to attend work with a minimum of four hours work. When service is provided during periods of inclement weather, operators present at shift start time will be scheduled to provide rides to clients on a seniority basis.

- 16.06** An employee who is injured while performing their assigned duties shall not suffer any loss in regular earnings on the day of the injury, provided the injury is treated by a legally qualified medical practitioner and the employee furnishes the Supervisor with satisfactory proof of such treatment.

### **16.07 Full Time Schedules**

- a) Full-time operator positions will be posted as one of the following:

Four (4) days per week, ten (10) consecutive hours per day with the following shifts:

5:15 to 15:15          7:30 to 17:30

6:00 to 16:00	8:30 to 18:30
7:00 to 17:00	10:00 to 20:00

Five (5) days per week, eight (8) consecutive hours per day with the following shifts:

5:15 to 13:15	11:00 to 19:00
6:00 to 14:00	11:30 to 19:30
6:30 to 14:30	
7:00 to 15:00	12:00 to 20:00
9:00 to 17:00	13:00 to 21:00
	13:30 to 21:30
	14:00 to 22:00
10:00 to 18:00	15:30 to 23:30
10:30 to 18:30	16:00 to 24:00

Full-time maintenance positions will be posted as one of the following:

Four (4) days per week, ten (10) consecutive hours per day with the following shifts:

6:00 to 16:00	8:30 to 18:30
7:00 to 17:00	10:00 to 20:00
7:30 to 17:30	

Five (5) days per week, eight (8) consecutive hours per day with the following shifts:

5:00 to 13:00	10:30 to 18:30
	11:00 to 19:00
7:30 to 15:30	11:30 to 19:30
8:00 to 16:00	12:00 to 20:00
8:30 to 16:30	14:00 to 22:00
9:00 to 17:00	15:30 to 23:30
10:00 to 18:00	16:00 to 24:00

- b) Full-time employees shall not have their hours of work changed, except with the mutual agreement of the Employer and the employee. The Union will be notified of all permanent changes.
- c) Full-time shifts other than those indicated in (a) above may be created by the Employer for legitimate business need. It is agreed and understood that employees in full-time positions at the time a new full-time shift is created will not have their hours of work altered. It is further understood that once the new shift is created, the Union will be given a copy of the posting.
- d) The Employer reserves the right to amend the start and end times

of any eight (8) or ten (10) hour shift(s) identified in Article 16.06 (a), by no more than one-half( $\frac{1}{2}$ ) hour. Neither Article 16.06 (b) or (c) shall apply in the event of such a change.

The Employer agrees to provide fifteen (15) working days' notice of any such change to the Union and affected employees. In the event the amended eight (8) or ten (10) hour shift(s) reverts to its original start and end time within one (1) year, the incumbent shall be returned to their former position.

The Employer shall offer an amended shift(s) to affected employees by way of a memorandum to these employees requesting an expression of interest.

Affected employees may apply for such amended shifts in writing using the prescribed form. Amended shifts will be awarded to the senior applicant among affected employees. In the event there is no successful applicant, the affected employee with the least seniority will be assigned to the amended eight (8) or ten (10) hour shift(s).

For the purpose of this provision, affected employees shall mean any employee on the particular shift that is being reduced in compliment in order to create the amended shift.

This clause is not intended to avoid creating full-time shifts. This clause will not result in a reduction of full-time hours.

#### **16.08 Part-time Schedules**

In accordance with Article 4.02 (b) of this Agreement, part-time employees shall be scheduled on the following basis:

- 1) Part-time employees shall provide the Employer their current availability for shift scheduling purposes at least eight (8) days in advance of the next schedule. Schedules will be posted seven (7) days in advance.
- 2) Part-time employees with unrestricted availability shall be scheduled to the maximum of thirty (30) hours per week, except during the peak period. During the peak period (June 15<sup>th</sup> to September 15<sup>th</sup>, and December 15<sup>th</sup> to January 5<sup>th</sup>), part-time employees may be scheduled to a maximum of forty (40) hours per week.
- 3) Remaining shifts shall be scheduled to the maximum of thirty (30) hours per week for those part-time employees whose availability is restricted and on a seniority preference basis.

- 4) For the purpose of this Article, "unrestricted availability" is deemed to mean that the employee is available to work any shifts scheduled Thursday to Wednesday and either days or afternoons. Such availability is subject to the normal leave provisions of this Collective Agreement.
- 5) In the event that a part-time employee is assigned to temporarily replace a full-time operator, the provisions of Article 4.03 shall apply.
- 6) A part-time employee with availability less than sixteen (16) hours per week for three (3) consecutive weeks will be removed from the schedule until such a time when the amount of availability increases to sixteen (16) hours or greater per schedule week. Part-time employees with seniority date of 1997, or earlier, are exempt from this requirement.
- 7) Staff Development Days, Employer-scheduled training sessions and coverage for Union business absences do not count toward the thirty (30) hour maximum scheduled hours per schedule week for part-time employees.
- 8) A "schedule week" shall be deemed to be a payroll week running from Thursday to the following Wednesday.

#### **16.09 Operator Lunch Breaks**

- a) Operators working a shift longer than five (5) hours will receive a one-half ( $\frac{1}{2}$ ) hour paid lunch period scheduled approximately within one-half ( $\frac{1}{2}$ ) hour before the middle of the employee's shift and one and one-half ( $1\frac{1}{2}$ ) hours after the middle of the employee's shift.
- b) Allowance will be made to provide travel time following the lunch period for the operator to get to the next pick-up on the schedule.
- c) Where there is no public washroom facility available to the operator between the last drop-off point before lunch and the first pick up point after lunch, an additional ten (10) minutes may be provided to accommodate travel time to the nearest public washroom facility at the discretion of the dispatcher.
- d) In circumstances where the operator indicates that the additional ten (10) minutes is not sufficient, a Supervisor may approve a greater time allowance.

#### **16.10 Shift Premium**

Employees shall be paid a shift premium of one dollar and twenty-five

cents (\$1.25) per hour for each hour worked beyond 5:30 p.m.

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

## **ARTICLE 17 - WAGES**

### **17.01**

- a) The Employer shall classify employees in accordance with the wage schedule (Appendix "A") attached and pay the wage rates applicable thereto.
- b) Part-time employees shall receive the starting rate for the classification for the first one thousand and forty (1040) hours of their employment. On completion of one thousand and forty (1040) hours, part-time employees shall receive the job rate for the classification. Full-time employees shall receive the job rate after six (6) consecutive months in the classification.

**17.02** Any period of absence from work in excess of forty-five (45) days shall not be considered in determining the regular hourly rate to which an employee is entitled.

## **ARTICLE 18 – PAID HOLIDAYS**

### **18.01 Full Time Employees**

The following days shall be recognized as paid holidays for regularly scheduled permanent full-time employees:

New Year's Day	National Day of Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve Day
Labour Day	

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

Plus one (1) Floating Day to be used at a mutually agreeable time within the calendar year.

### **Part Time Employees**

The following days shall be recognized as paid holidays for regularly scheduled permanent part-time employees:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

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

Plus one (1) Floating Day to be used at a mutually agreeable time within the calendar year.

If the Employer determines it is necessary to operate on a paid holiday the Employer shall ask for volunteers from full-time and part-time who wish to work the holiday(s) and available shifts shall be assigned in order of seniority. Part-timers who have volunteered shall be assigned shifts after full-time employees have been offered the opportunity to work these shifts except for Christmas Eve and New Year's Eve where part-time employees have priority over full-time employees. Should there not be a part-time employee(s) available Christmas Eve or New Year's Eve, full-time employees shall be assigned in order of seniority who have volunteered. Where there are still shift(s) remaining, the Employer may require that the shifts be filled using inverse seniority of part-time employees in the affected classification.

**18.02** When any of the applicable paid holidays listed above falls on an employee's regular day off, a lieu holiday shall be designated by the Employer on either the scheduled workday immediately preceding or succeeding the holiday. All other provisions of the Agreement relating to holidays shall apply on the designated holiday.

**18.03** In order to qualify for payment of the applicable holiday(s), an employee is required to work their full scheduled shift immediately preceding and immediately following the holiday except where the absence is less than one (1) month and is due to:

- a) verified personal illness or accident; or
- b) approved leave of absence; or
- c) excused lateness

An employee required to work on any designated day of the holiday, and who fails to work except due to the reasons noted above, shall forfeit pay for the day.

**18.04** No employee who is on an unpaid leave of absence, a W.S.I.B. leave or lay-off shall be entitled to pay for any paid holiday occurring within the period of such unpaid leave, W.S.I.B. or lay-off.

**18.05** A full-time employee working a four (4) ten (10) hour per day schedule week shall receive ten (10) hours pay at their regular hourly rate for each designated day of the holiday. A full-time employee working a five (5) eight (8) hour per day schedule week shall receive eight (8) hours pay at their regular hourly rate for each designated day of the holiday.

**18.06** Part-time employees shall receive holiday pay for applicable holidays noted above, in accordance with the Employment Standards Act, 2000, as amended from time to time. Part-time employees shall receive pay on a pro-rata basis.

**18.07** An employee required to work on any applicable designated day of the holiday be paid at the rate of time and one and one-half (1½) for hours worked, in addition to the paid holiday, as calculated.

**18.08** When any of the applicable holidays occur during an employee's vacation, an extra day's vacation is allowed at a time mutually agreeable between the employee and the Supervisor.

**ARTICLE 19 - VACATION WITH PAY**

**19.01** Vacations with pay for full-time employees shall be accrued on an ongoing basis in accordance with the following schedule:

<b>Continuous Service Entitlement</b>	<b>Monthly</b>	<b>Annual Entitlement</b>
0-12 Months	6.64 Hours	Up to 80 Hours Maximum
One (1) year continuous service	6.64 Hours	80 Hours
Beginning of the 2 <sup>nd</sup> year to the end of the 7 <sup>th</sup> year (13-84 months)	10 Hours	120 Hours
Beginning of the 8 <sup>th</sup> year to the end of the 14 <sup>th</sup> year (85-168 months)	13.36 hours	160 Hours
Beginning of the 15 <sup>th</sup> year to the end of the 24 <sup>th</sup> year (169-288 months)	16.64 Hours	200 Hours
Beginning of the 25 <sup>th</sup> year (289 months and on)	20 Hours	240 Hours

- 19.02** An employee's vacation balance can exceed the annual entitlement. The vacation balance cannot exceed the total vacation days earned over eighteen (18) months for employees with less than ten (10) years' service, and twenty-four (24) months for employees with ten (10) years' service or more.
- 19.03** Employees will be notified a minimum of three (3) months before maximum vacation is reached.
- 19.04** For purposes of computing eligibility for part-time employees' vacation with pay, continuous service and category shall be calculated as of May 31<sup>st</sup> and the vacation year shall begin on June 1<sup>st</sup> of that year. Part-time employees will still be provided with vacation pay by the first pay in July each year as per the following percentages. Vacation for part-time employees shall be limited to their vacation accrual.

<b>Continuous Service</b>	<b>Entitlement</b>
0-12 Months	4% of actual earnings to May 31
One year continuous Service	4% of actual earnings to May 31 4% of actual earnings from June 1 to May 31
Beginning of the 2 <sup>nd</sup> year to the end of the 7 <sup>th</sup> year (13-84 months)	6% of actual earnings from June 1 to May 31
Beginning of the 8 <sup>th</sup> year to the end of the 14 <sup>th</sup> year (85-168 months)	8% of actual earnings from June 1 to May 31
Beginning of the 15 <sup>th</sup> year to the end of the 24 <sup>th</sup> year (169-288 months)	10% of actual earnings from June 1 to May 31
Beginning of the 25 <sup>th</sup> year (289 months and on)	12% of actual earnings from June 1 to May 31

- 19.05** An employee who transfers from part-time to full-time status will be given the option of a one-time lump sum payment of the accrued part-time vacation balance or carrying forward the accrued vacation balance. Maximum vacation balances will still apply.
- 19.06** On termination of employment, a full-time employee shall be paid for any

accrued, unused vacation. Part-time employees will be paid for any vacation credits earned but not taken.

- 19.07** (a) Where an employee's scheduled vacation is interrupted due to serious illness or injury that would otherwise qualify them for sick leave and which commenced prior to the scheduled vacation period, the period of illness shall be considered sick leave where a paid sick leave day is available. Should the employee have no paid sick days remaining, the time shall be taken as personal day(s) or vacation.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness the period of such illness shall be considered sick leave where a paid sick leave day is available. Should the employee have no paid sick leave days remaining, the time shall be taken as personal days(s) or vacation.
- (c) Employees will be credited with the appropriate amount of vacation days for any period that they would have been entitled to bereavement leave, had they not been on vacation.

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

- (a) Vacation requests for June, July, August and September must be submitted by the employee to their Supervisor by March 31<sup>st</sup> of each year. Approval of such requests shall be finalized and posted no later than April 15<sup>th</sup>
- (b) Vacation requests for December must be submitted by the employee to their Supervisor by October 15<sup>th</sup> of each year. Approval of such requests shall be finalized and posted no later than November 1<sup>st</sup>.
- (c) Any other vacation requests will be granted subject to the operational staffing requirements of the Employer being met. Such written requests will be considered in order of receipt by the Supervisor.
- (d) A waiting list will be posted for denied vacation requests for the periods noted above and posted April 15<sup>th</sup> and November 1<sup>st</sup>.

## **ARTICLE 20 - EMPLOYEE BENEFITS**

**20.01** The Employer shall pay the full cost of the premiums, except where otherwise noted, of the following insured plans for its regular full-time employees to age seventy (70), to be administered in accordance with the policies, rules and regulations governing such plans:

- a) Compulsory life insurance at two (2x) times annual basic earnings (\$200,000.00 maximum). Optional Life Insurance coverage to Employees (\$300,000.00 maximum), spousal (\$200,000.00 maximum) and Dependents (\$10,000.00 per child). All Optional Life Insurance will be one hundred percent (100%) employee paid.
- b) Optional Critical Illness insurance (\$200,000.00 maximum). One hundred percent (100%) Employee paid, if available.
- c) Compulsory accidental death and dismemberment insurance (AD&D) of two (2x) times annual basic earnings (\$200,000.00 maximum);
- d) One hundred percent (100%) of the Ontario Health Tax billed premiums;
- e) Semi-private hospital accommodation;
- f) Extended health benefit. Effective the first of the month following ratification, a dispensing cap of ten dollars (\$10.00) will be implemented and orthopedic shoes will be capped at five hundred dollars (\$500.00) per person per benefit year.

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

- g) Any absence of up to, and including, three (3) continuous working days for an illness, will be regarded as an incidental absence and the employee will receive their regular pay for the duration of such incidental absence. Such incidental absences will be capped at six (6) days per calendar year per employee. Incidental absences will not count towards "hours worked" for that schedule week.
- h) Weekly indemnity benefits plan, payable from the first day of absence due to hospitalization or injury (non-occupational related) and from the fourth day of absence due to illness for a period of up to fifty-two (52) weeks in the amount of sixty-six and two thirds percent (66<sup>2</sup>/<sub>3</sub>%) of the employee's basic weekly earnings but not to exceed sixty-six and two thirds percent (66<sup>2</sup>/<sub>3</sub>%) of the Employment Insurance Commission maximum gross pay;
- i) Compulsory dental plan to be administered in accordance with the O.D.A. fee schedule for the current year:
  - (i) The preventative and basic dental procedures to be ninety

percent (90%) paid by the Employer and ten percent (10%) paid by the Employee. Dental recall once every nine (9) months. Endodontic or Periodontic treatment to be provided by a specialist with the exception of eight (8) units of scaling in any twelve (12) month period may be performed by a general practitioner;

- (ii) Major restorative benefit to provide single or family coverage on a fifty percent (50%) reimbursement basis;
- (iii) Orthodontic benefit to provide single or family coverage on a fifty percent (50%) reimbursement basis per enrolled dependent child, to a lifetime maximum of two thousand dollars (\$2,000.00).

Dependents are under twenty-one (21) years of age (twenty-five (25) if a full- time student).

The maximum combined benefit available under components (i) and (ii) only of the dental benefit is two thousand and five hundred dollars (\$2,500.00) per insured calendar year.

- j) The Employer shall administer an employee paid Long-Term Disability Plan to age sixty-five (65);
- k) A vision care plan with a four hundred dollars per twenty-four month (\$400.00/24) benefit;
- l) Introduction of Health Care Spending Account at five-hundred dollars (\$500.00) per calendar year per employee. Health Spending Account is prorated for new employees in the bargaining unit based on benefit eligibility date.
- m) **Early Retiree Benefits**  
For employees retiring on a reduced or unreduced pension with a minimum of five (5) years of service at a minimum age fifty-five (55), employees may elect to receive the following as a package up to age sixty-five (65):
  - a) **Life Insurance** One times (1x) annual salary fifty percent (50%) Employer paid reduced to two thousand and five hundred dollars (\$2,500.00) (Region paid) at age sixty-five (65)
  - b) **Extended Health** Fifty percent (50%) Employer paid Eighty percent (80%) reimbursement Vision care eighty percent (80%) of

- two hundred dollars (\$200.00) every twenty-four (24) months
- c) Dental Fifty percent (50%) Employer paid, annual maximum of two thousand dollars (\$2,000.00) per person, per calendar year Basic- Eighty percent (80%) reimbursement Major restorative Fifty percent (50%) reimbursement up to plan maximums (eligible dependent children only)
- d) Health Spending HSA of seven hundred and fifty dollars (\$750.00) to pay for medical/dental benefits not covered by the plan and deemed eligible by the Canada Customs and Revenue Agency. Early Retiree Benefits are offered as a package including Life Insurance, Extended Health, Dental and HSA listed above. Early retirees either choose the full benefit package or none. Early retirees cannot choose only one (1) or two (2) benefits and decline the rest. Given this, they will be eligible for seven hundred and fifty dollars (\$750.00) HSA with the full package.
- A carry over to the maximum of a two (2) year accrual of the HSA can occur subject to the regulations as established by the Canada Customs and Revenue Agency and the contract between the Region and the Benefit Provider.
- e) Survivor Benefits In the event of death of the employee, the Spouse may continue benefits, if the spouse continued to pay the applicable premiums until the end of the month in which the deceased retiree would have reached sixty-five (65) years of age.

**20.02** Any dispute as to the entitlement to benefits under the plans provided is between the employee and the insurer. The Employer agrees to use his best efforts on behalf of an employee where there is a dispute.

**20.03** Employees on lay-off shall not receive any of the insurance plans listed in this Article.

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

The Employer agrees to give an additional 1% in lieu of benefits for part time Employees from 14% to 15% effective date of the enhanced benefit for Mental Health until December 31, 2024 or until the benefit ceases to exist, whichever is longer.

**20.05** Regular full-time employees who have reached age seventy (70) will be entitled only to the following benefits:

- a) Compulsory life insurance coverage of one times (1x) basic earnings, reducing to two thousand and five hundred dollars (\$2,500.00) at age seventy-five (75), to be one hundred percent (100%) Employer paid. Optional life insurance will end at age seventy (70); optional spousal life insurance coverage will end at the earliest of when employee retires, or when employee or spouse reaches age seventy (70).
- b) Compulsory accidental and dismemberment (AD&D) insurance of one times (1x) basic earnings, ending at age seventy-five (75) to be one hundred percent (100%) Employer paid. Optional accidental death and dismemberment (AD&D) coverage will end at age seventy (70); optional dependent AD&D coverage will end at the earliest of when employee retires, or when employee or spouse reaches age seventy (70);
- c) Extended health benefits as noted in 20.01 (f)
- d) Compulsory dental plan as noted in 20.01 (i)
- e) Compulsory weekly indemnity plan as noted in 20.01 (h)
- f) Incidental absences noted in 20.01 (g).

**20.06** An employee is required to inform the Benefits Coordinator where a change is required to be made to benefit coverage, benefit entitlement, exemption status, marital or dependent status.

**20.07** It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative

requirements related to the sharing with employees of the portion (5 /12<sup>th</sup>) of the Employer's EI. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the ESDC.

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

Should there be a change, the Employer shall notify the Union of change in carrier.

**20.09** Paramedical Practitioners

The following expenses are reimbursed one-hundred percent (100%) subject to the specified maximums. Referral to these services by a licensed physician is not required for reimbursement.

Professional services of the following licensed, certified or registered paramedical practitioners (when operating within their recognized fields of expertise) up to two hundred and seventy-five dollars (\$275.00) for each covered person per benefit plan year for each practitioner: Chiropractor\*, Massage Therapy, Naturopath, Chiropodist, Osteopath\*, Physiotherapist, Podiatrist\*\*, Speech Therapist, Audiologist, Dietitian and Occupational therapist.

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

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

Professional services of a Registered Nurse (RN), only while the patient is not confined to a hospital, up to a maximum of fifteen thousand dollars (\$15,000.00) during any period of three (3) consecutive benefit plan years.

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

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

\* includes a maximum of fifteen dollars (\$15.00) for one (1) x-ray

examination ordered by a licensed Chiropractor or Osteopath.

- \*\* an additional one hundred dollars (\$100.00) per benefit plan year may be paid per covered person for the surgical removal of toenails or the excision of plantar warts.

## **ARTICLE 21 - PENSION PLANS**

- 21.01** All full-time employees shall participate in the OMERS pension plan, as per the terms of the plan.

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

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

## **ARTICLE 22 - MEAL ALLOWANCE**

- 22.01** A meal allowance of twelve (\$12.00) will be paid to an employee after they have worked two (2) consecutive hours of overtime beyond the end of their regularly scheduled shift.

## **ARTICLE 23 - MILEAGE AND ALLOWANCES**

- 23.01** When an employee is required by the Employer to use their own vehicle to get from one base to another base of operation of the Employer, or when the employee uses their own vehicle on behalf of the Employer, they shall be paid in accordance with Regional policy as amended periodically.

- 23.02** The Employer will cover the cost of the medical component required for their drivers licenses renewal. The employee is to submit receipt to their supervisor to be reimbursed up to a maximum of \$150 during the life of this collective agreement.

## **ARTICLE 24 - UNIFORMS**

- 24.01** a ) The Employer shall provide all employees with uniforms including gloves. The uniforms must be worn while the employees are on duty. The standard uniform consists of pants, long-sleeve shirt, short-sleeve shirt, golf shirt, shorts. Optional uniform items that can also be worn are Regional issued winter toque, baseball cap, sweater and/or vest.

- b) Employees must wear "green safety patch" footwear at all times while on duty. A designated provider will have a selection of styles for employees

to choose from. The employee may, by separate arrangement with the supplier, upgrade the footwear at their own expense. Each employee will have a maximum of two (2) pairs of safety footwear per year.

- c) Time will be allotted for online ordering of uniform and pick-up of footwear.
- d) All replacements must be approved by Management and at their discretion; items must be turned in at time of replacement, except for legitimate loss.
- e) The Employer agrees to provide each employee with a suitable winter coat or raincoat, as required by the weather.
- f) i) Each employee, who has completed their probationary period, shall receive annual uniform cleaning allowance in the amount of two hundred dollars (\$200.00) to be paid in the pay period in the first week of March.  
ii) Each employee completing their probationary period after March 1st, shall receive a monthly pro-rated proportion of the cleaning allowance calculated to the next March 1<sup>st</sup> from date of employment.
- g) One (1) TransHelp Union employee will act as a member of the Public Works Uniform committee. Employees will be surveyed in advance of any new uniform procurement.

**24.02** The employer shall provide sample sizes of Uniforms on the premises in order for the employees to try on the uniforms prior to ordering.

## **ARTICLE 25 - TOOL ALLOWANCE**

**25.01** Mechanics shall be required to provide the normal basic tools. An annual allowance of one thousand, three hundred (\$1300.00) dollars shall be paid to each mechanic in view of this requirement. Each employee completing their probationary period after April 1st shall receive a monthly pro-rated proportion of the tool allowance calculated to the next April 1st from date of employment.

## **ARTICLE 26 - BULLETIN BOARD**

**26.01** The Employer will provide a bulletin board which will be used exclusively by the Union for posting local Union notices. Such notices shall be initialed by the Supervisor prior to being posted.

## **ARTICLE 27 - LABOUR MANAGEMENT COMMITTEE**

**27.01** The parties agree to establish a Joint Labour/Management Committee

consisting of three (3) members elected or appointed to represent the Union and three (3) members selected by Management to represent the Employer.

- 27.02** The purpose of the Committee will be to discuss operational problems arising out of the terms of the Collective Agreement that may have an impact on bargaining employees and such other issues deemed by the parties to be of mutual interest, including but not limited to unresolved OPS/TIPS Report(s). However, the Committee will not discuss any matter which is, or may properly be, the subject of a grievance.

The Committee shall enjoy full support in the interest of improving service to the public, and relationships between the Employer and its employees. It is clearly understood that the purpose of the meeting will not be to negotiate, nor will the Committee be empowered to alter any of the terms of the Collective Agreement.

- 27.03** Meetings will be convened as required at a mutually convenient time, but in any event not less frequently than once every two (2) months. A written agenda shall be presented to the other party at least five (5) working days in advance of the proposed meeting date. Written minutes of the meeting shall be made and distributed as soon as practicable.

- 27.04** In the event of significant changes occurring to the current job descriptions agreed by the parties, such changes shall be referred to the Labour Management Committee for discussion with a view to amending the job descriptions as required.

## **ARTICLE 28 - HEALTH AND SAFETY**

- 28.01** The Employer and the Union agree to abide by the provisions and appropriate regulations of the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended. The Employer and the Union agree to establish a Joint Health and Safety Committee. The Union's will have three (3) representatives on the Committee who will be determined solely by the Union. The Parties agree to advise each other of the names of the selected representatives and alternates. The Health and Safety Committee shall maintain the terms of reference pertaining to the function of the Health and Safety Committee.

## **ARTICLE 29 - JOINT MODIFIED WORK COMMITTEE**

- 29.01** The parties agree to maintain a Joint Modified Work Committee consisting of one (1) employee member selected or appointed by the local Union, and one (1) Employer member to be determined by the Employer together with the Region's Disability Management Specialist (DMS) or designate who shall act as Chairperson. In situations where

the employee member is not available, an alternate will be selected or appointed by the Union.

**29.02** The Chairperson shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Vocational/Rehabilitation Services, and the Workplace Safety and Insurance Board.

**29.03** The purpose of the Committee is to review and recommend appropriate individual case strategies for providing:

- a) for the safe and successful return of injured workers to the workplace as soon as possible after an accident; and,
- b) for the return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major responsibilities of their own classification, but who are medically certified as capable of performing modified duties of their own or another classification.

**29.04** The Committee will meet at such times as may be mutually agreed and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.

**29.05** All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the employee's Vocational/Rehabilitation Case Worker and/or the Workplace Safety and Insurance Board.

**29.06** The Committee will be responsible for:

- a) Determining if the employee's regular job can be modified;
- b) Comparing the demands of jobs and tasks with an employee's current abilities;
- c) Recommending duties to be assigned to the injured worker which allow them to ease back to a full workload gradually;
- d) Such other related matters as the Committee deems appropriate.

**29.07**

- a) Employees who are off and collecting Weekly Indemnity (WI) benefits and who are returned to work under modified duties will not receive less than sixty-six and two thirds percent (66<sup>2</sup>/3%) of their "basic weekly earnings" as described in Article 20.01 of the Collective Agreement.

- b) For greater clarity, Article 29.02 shall be interpreted to include the Region's Insurance Carrier as the case may be. Article 29.03 (a) Shall be interpreted to include non-work-related illnesses as the case may be and Article 29.05 shall be interpreted to include the Region's Insurance Carrier as the case may be.

## **ARTICLE 30 - BUS EQUIPMENT AND ON-BOARD TECHNOLOGY**

- 30.01** The parties agree that prior to new bus specifications being released for tender, the Employer and the Union will form a Committee to review and make recommendations on the requirements and specifications desired for new buses. Where a bus is available, a representative designated by the Union will be provided the opportunity to view and provide feedback in advance of the Employer making any selection.

When the employer plans to introduce new technology onboard the buses, they shall advise the Union at least ninety (90) days prior to the introduction of the new technology. A committee member designated by the Union will be provided the opportunity to participate in a demonstration and provide feedback.

- 30.02** The Committee will be composed of up to three (3) representatives from the Employer and the Unit Vice President (UVP), the Union co-chair of the JHSC and a Mechanic. If none of the members from the Union are Operators, an Operator shall also be added to the committee.

## **ARTICLE 31 - TRAINING AND ORIENTATION**

- 31.01** When new or modified equipment is introduced, all employees who may be required to use such equipment shall receive training and orientation for such equipment prior to the equipment going into service or operation. Such training shall be conducted by a person qualified in the equipment's normal and emergency operation. Training shall occur during each employee's regular working hours.

- 31.02** (a) The Employer will post a list early in each year, advising employees of the expiry dates of First Aid, CPR and Defensive Driving certificates. CPR certificates shall be renewed every three (3) years and Defensive Driving certificates shall be renewed every three (3) years to be considered in good standing.
- (b) The Employer will arrange the scheduling of appropriate courses each year. TransHelp employees will be afforded the opportunity of attending these courses at no loss of regular pay. Employees who are unable to attend these courses, for reasons beyond their control and who make their own arrangements, will

be compensated for the cost of the courses upon successful completion, at no loss of regular pay.

## ARTICLE 32 – LIABILITY

**32.01** The Employer shall pay the premium of adequate insurance to totally cover all employees in the event of any legal action brought against them while performing their assigned duties for the Employer.

## ARTICLE 33 - STEWARD MEETINGS

**33.01** The Union stewards, Unit Vice President and chief steward shall be authorized to meet and discuss labour relations issues as they relate to the TransHelp section on an as required basis, however not more than one (1) meeting per quarter. The attending employees will receive pay at straight time for hours in attendance but not less than their regular day's wages for that day.

These meetings shall be scheduled at least one (1) month in advance with every effort made to avoid overtime costs. There is no guarantee that on-site space will be available and it will be the responsibility of the participants, as required, to make their own meeting room arrangements separate from the Employer.

## ARTICLE 34 – DURATION

**34.01** This Agreement, with retroactive effect only as herein before specifically provided, shall remain in effect from and including the 1<sup>st</sup> day of April 2023 to and including the 31<sup>st</sup> day of March 2026. Notice of amendment or termination may only be given during a period of ninety (90) to thirty (30) days preceding the 31<sup>st</sup> day of March 2026 or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect from year to year thereafter.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro Nov 22, 2024 10:01 L51

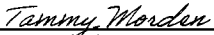
Mark Castro  
Director, TransHelp

For the Union




Mary Pereira Nov 20, 2024 16:35 EST


Mary Pereira  
Unit Vice President  
CUPE Local 966

  
\_\_\_\_\_  
Tammy Morden (Nov 20, 2024 13:18 EST)

**Tammy Morden**  
Labour Relations Consultant

  
\_\_\_\_\_  
Sharon Rowe (Nov 20, 2024 16:32 EST)

**Sharon Rowe**  
Member of Negotiating Committee

  
\_\_\_\_\_  
Pauline Gordon (Nov 20, 2024 12:16 EST)

**Pauline Gordon**  
Member of Negotiating Committee

  
\_\_\_\_\_

**George Schmitke**  
Member of Negotiating Committee

  
\_\_\_\_\_  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

**Noelle Racicot-Kelly**  
CUPE National Representative

**APPENDIX 'A'**

**Wages**

1. The Employer shall pay the following regular hourly wage rates:

<i>Classification</i>	<i>April 01, 2023</i>	
	<i>Starting</i>	<i>Job Rate</i>
Maintenance Person	24.89	26.21
TransHelp Operator	28.22	29.74
Sub Foreperson Maintenance	29.45	31.02
Mechanic	35.58	37.30
Head Mechanic	36.96	38.83

<i>Classification</i>	<i>April 01, 2024</i>	
	<i>Starting</i>	<i>Job Rate</i>
Maintenance Person	25.76	27.13
TransHelp Operator	29.21	30.78
Sub Foreperson Maintenance	30.48	32.11
Mechanic	36.83	38.61
Head Mechanic	38.25	40.19

<i>Classification</i>	<i>April 01, 2025</i>	
	<i>Starting</i>	<i>Job Rate</i>
Maintenance Person	26.66	28.08
TransHelp Operator	30.23	31.86
Sub Foreperson Maintenance	31.55	33.23
Mechanic	38.12	39.96
Head Mechanic	39.59	41.60

2. To be eligible for the job rate an employee must:
- i) conform with eligibility outlined in 17.01(b);
  - ii) as an operator, possess and thereafter continuously maintain a Province of Ontario Class B or C driver's license, in good standing;
  - iii) possess and thereafter continuously maintain in good standing, certification in cardiopulmonary resuscitation (CPR), basic first aid and defensive driving;
  - iv) as a maintenance and/or mechanic personnel, hold and maintain a class DZ license, in good standing.
3. All new hires will be subject to the starting rate which will apply to employees hired post ratification.

**APPENDIX 'B'**

**Job Classifications and Rates of Pay**

Effective Date: April 1, 2023		
Band#	Start Rate	Job Rate
1	\$23.86	\$25.12
2	\$24.89	\$26.21
3	\$25.96	\$27.32
4	\$27.09	\$28.50
5	\$28.22	\$29.74
6	\$29.45	\$31.02
7	\$30.71	\$32.34
8	\$32.04	\$33.72
9	\$35.58	\$37.30
10	\$36.96	\$38.83

Effective Date: April 1, 2024		
Band#	Start Rate	Job Rate
1	\$24.70	\$26.00
2	\$25.76	\$27.13
3	\$26.87	\$28.28
4	\$28.04	\$29.50
5	\$29.21	\$30.78
6	\$30.48	\$32.11
7	\$31.78	\$33.47
8	\$33.16	\$34.90
9	\$36.83	\$38.61
10	\$38.25	\$40.19

Effective Date: April 1, 2025		
Band#	Start Rate	Job Rate
1	\$25.56	\$26.91
2	\$26.66	\$28.08
3	\$27.81	\$29.27
4	\$29.02	\$30.53
5	\$30.23	\$31.86
6	\$31.55	\$33.23
7	\$32.89	\$34.64
8	\$34.32	\$36.12
9	\$38.12	\$39.96
10	\$39.59	\$41.60

<b>Job Classifications:</b>	
<b>Band#</b>	<b>Position Title</b>
<b>2</b>	Maintenance Person
<b>5</b>	TransHelp Operator
<b>6</b>	Sub Foreperson Maintenance
<b>9</b>	Mechanic
<b>10</b>	Head Mechanic

## **LETTER OF AGREEMENT #1**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 –  
TransHelp (Hereinafter referred to as "the Union")**

### **Job Evaluation Maintenance**

#### **ARTICLE 1 - PURPOSE**

- a) To maintain the Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this Agreement pertaining to jobs represented by CUPE Local 966 - TransHelp.
- b) To jointly evaluate all positions using the Joint Gender-Neutral Job Evaluation Program to maintain equal pay for work of equal value for all jobs within CUPE Local 966 - TransHelp. The Region program will include these four (4) main factors:
  - i. skill
  - ii. effort
  - iii. responsibility
  - iv. working conditions

#### **ARTICLE 2 - DEFINITIONS**

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

<b>Degree Level</b>	The actual measurement levels within each subfactor.
<b>Factors</b>	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
<b>Gender-Neutral</b>	Any practice or program which does not discriminate between men and women.
<b>Incumbent</b>	An employee assigned to a job.
<b>Job</b>	Is made up of a collection of duties and responsibilities.

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

subfactors determined in accordance with the job evaluation program.

### **ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (JJEC)**

- 3.1 The JJEC shall have equal representation and participation from the parties, consisting of four (4) representatives from the Employer and four (4) representatives from the Union for TransHelp.
- 3.2 The JJEC shall have an administrative non-voting staff member assigned to maintain records of all decisions of the JJEC.
- 3.3 The Employer shall release without loss of pay, benefits or seniority, the representatives named by the Union.
- 3.4 Job rating decisions shall require a committee decision by consensus. Once a decision is made, it becomes a decision of the committee and it shall be final and binding on the parties, subject to the appeal process set out in Article 6.3.
- 3.5 The JJEC shall meet as necessary at a mutually agreed upon time and place. Any decisions resulting in a change of Band level will be retroactive to the date the new or changed job duties came into effect. No changes will be retroactive past January 1<sup>st</sup>, 2003.
- 3.6 Either Party to the Letter of Agreement may engage a consultant/advisor to assist its representatives on the JJEC. Any such consultant/advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the JJEC.
- 3.7 If the JJEC is unable to agree on the evaluation of a new or revised job, the dispute concerning the evaluation shall be submitted to the consultants/advisors. The decision of the consultants/advisors shall be final, subject to the appeal process set out in Article 6.3.

### **ARTICLE 4 – MANDATE OF THE JJEC**

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

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

## ARTICLE 5 - EVALUATION OF NEW AND/OR REVISED JOBS

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

a) **Step 1**

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

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

b) **Step 2**

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

c) **Step 3**

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

d) **Step 4**

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

5.2 In the application of the Job Evaluation Program, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;

- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job ratings of all other jobs rated under the program;
- e) Rating decisions shall include a sore-thumbing process to ensure consistency in Committee decisions;
- f) A JJEC member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.

## **ARTICLE 6 – JOB EVALUATION APPEAL PROCESS**

- 6.1 It is important that each party maintain accurate job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program.
- 6.2 Bearing in mind that the Employer has the right to change duties and responsibilities of a position, only significant changes to the job will justify a review under the Job Evaluation Appeal Process.
- 6.3 **Job Evaluation Procedures for Disagreement with Rating**  
Within thirty (30) calendar days of receipt of the result, the following procedure shall apply.
  - a) The incumbent(s) and/or the supervisor(s) may request reconsideration of the job rating by completing and submitting a Job Evaluation Appeal Form, stating the reason(s) for disagreeing with the rating of the job.
  - b) The incumbent(s) and/or the supervisor(s) may make a presentation to the Committee.
  - c) The JJEC shall consider the reconsideration request and make a decision, which shall be final, and binding upon the parties and all employees affected.
  - d) The incumbent(s), Union and Supervisor(s) shall be advised of the decision using the Job Evaluation Appeal Results Form.

## **ARTICLE 7 – ACTION WHEN EVALUATIONS CHANGE**

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

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

## **ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS**

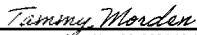
- 8.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the two (2) consultants/advisors shall propose a settlement for the dispute.
- 8.2 Should a disagreement still exist after 8.1 above, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. Documentation provided to the Arbitrator shall include Job Evaluation documents such as job descriptions, job postings, job specifications, the Job Evaluation Questionnaire Administration Guide, and any other pertinent information. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally by both parties.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed  
by its duly authorized representatives this 22nd day of November, 2024.

For the Employer


  
\_\_\_\_\_  
Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp


  
\_\_\_\_\_  
Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant


For the Union

  
\_\_\_\_\_  
Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966

  
\_\_\_\_\_  
Sharon Rowe (Nov 20, 2024 16:32 EST)

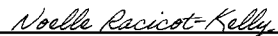
Sharon Rowe  
Member of Negotiating Committee

  
\_\_\_\_\_  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee

  
\_\_\_\_\_  
George Schmittke

George Schmittke  
Member of Negotiating Committee

  
\_\_\_\_\_  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## LETTER OF AGREEMENT #2

Between

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

And

**The Canadian Union of Public Employees And its Local 966 – TransHelp  
(Hereinafter referred to as "the Union")**

### DMS - Weekly Indemnity & LTD Involvement

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

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

The parties also agree that the Long-Term Disability program may, when required, be discussed in accordance with the Labour/Management Committee identified in Article 27. If necessary, representatives of the benefit carrier may be included to assist with such discussions.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union




Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee

  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## LETTER OF AGREEMENT #3

Between

**TransHelp of the Regional Municipality of Peel  
(Hereinafter referred to as "the Employer")**

And

**Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### Early Retiree Benefits

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


IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:25 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

*Noelle Racicot-Kelly*  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

**Noelle Racicot-Kelly**  
**CUPE National Representative**

**LETTER OF AGREEMENT #4**

**Between**

**TransHelp of the Regional Municipality of Peel  
(Hereinafter referred to as "the Employer")**

**And**

**Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

**Accessibility of Ontarians with Disability Act (AODA)**

The goal of the AODA legislation is to develop, implement and enforce mandatory accessibility standards for all people with disabilities. The Employer is required to adhere to this new legislation.

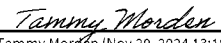
The Employer will provide training to employees as deemed necessary by the legislation without loss of pay.

Upon request of either party, the Accessibility of Ontarians with Disability Act may be discussed at Labour Management Meetings.


IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.


For the Employer


  
\_\_\_\_\_  
Mark Castro  
Director, TransHelp

  
\_\_\_\_\_  
Tammy Morden  
Labour Relations Consultant

For the Union

  
\_\_\_\_\_  
Mary Pereira  
Unit Vice President  
CUPE Local 966

  
\_\_\_\_\_  
Sharon Rowe  
Member of Negotiating Committee

  
\_\_\_\_\_  
Pauline Gordon  
Member of Negotiating Committee



---

George Schmidtke  
Member of Negotiating Committee



Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

---

Noelle Racicot-Kelly  
CUPE National Representative

## **LETTER OF AGREEMENT #5**

**Between TransHelp of the Regional Municipality of Peel  
(Hereinafter referred to as "the Employer")**

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### **Operator Trainer**

1. The parties agree to identify an Operator Trainer and two alternate Operator Trainers who will be responsible for providing practical on-the-job training to new Operators and refresher practical on-the-job training to existing Operators.
2. When the Employer introduces new bus equipment and on-board technology, it will train the applicable Operator Trainers who will provide practical on-the-job training to new Operators and ongoing refresher training to existing Operators.
3. The Operator Trainer and the alternates will be selected through posting and the positions will be filled in accordance with the criteria set out in Article 14.01
4. The alternate Operator Trainers will be used in cases where the Operator Trainer is unavailable to provide practical on-the-job training due to extended absence from the office including vacation, or in other cases as directed by the Employer.
5. The Operator Trainer and alternate will receive a two dollars (\$2.00) per hour premium, in addition to their normal rate of pay, for each hour worked, as authorized by the Employer, while providing practical on-the-job training.


IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee



Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## **LETTER OF AGREEMENT #6**

**Between**

**TransHelp of the Regional Municipality of Peel  
(Hereinafter referred to as "the Employer")**

**And**

**Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### **Contracting Out**

1. Except in case of an emergency, the Employer agrees to notify the Union in writing ninety (90) calendar days in advance of any additional contracting out of work normally performed by the Employees of the Bargaining Unit other than work that is presently contracted out, (Taxi voucher, and contracted vendors for TransHelp services).
2. The Employer shall set up a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. At that meeting, the Employer shall identify the work to be contracted out and the reasons that have led to the decision to recommend the contracting out work.
3. During the meeting, the Employer agrees to provide information to the Union supporting the proposal. The Union acknowledges information provided by the Employer may be confidential and the Union agrees that it will maintain the confidentiality of that information and not disclose it to any person other than a member of the Union Executive.
4. The Employer will endeavor to limit contracting out when assessing operational requirements to an extent that if the contracting out of work normally performed by Employees of the bargaining unit would result in the reduction of full-time employees in the bargaining unit


IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966




Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee



Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## **LETTER OF AGREEMENT #7**

**Between**

**TransHelp of the Regional Municipality of Peel  
(Hereinafter referred to as "the Employer")**

**And**

**Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

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

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

#### **Cross-Training**


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

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

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

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed  
by its duly authorized representatives this 22nd day of November, 2024.

For the Employer


  
Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp


  
Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant


For the Union

  
Mary Pereira (Nov 20, 2024 16:35 EST)


Mary Pereira  
Unit Vice President  
CUPE Local 966

  
Sharon Rowe (Nov 20, 2024 16:32 EST)

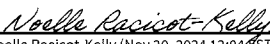
Sharon Rowe  
Member of Negotiating Committee

  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## LETTER OF AGREEMENT #8

Between

**TransHelp of the Regional Municipality of Peel  
(Hereinafter referred to as "the Employer")**

And

**Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### **Mechanic/Head Mechanic License Premium**


1. The Employer shall pay an hourly premium of four dollars (\$4.00) per hour for all hours worked, vacation and personal hours for each Mechanic or Head Mechanic who holds both the 310S and 310T license designations (the "Premium").
2. Any Mechanic or Head Mechanic who possesses only one of the 310S or 310T license designations shall not be entitled to the above premium. These individuals will receive the wage associated with the individual's respective job classification as reflected in Appendix A of this collective agreement.

### **EXAMINATION FEES**

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


IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer

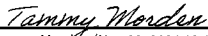
  
Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp


For the Union

  
Mary Pereira (Nov 20, 2024 16:35 EST)


Mary Pereira  
Unit Vice President  
CUPE Local 966

  
\_\_\_\_\_  
Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

  
\_\_\_\_\_  
Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee

  
\_\_\_\_\_  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee

  
\_\_\_\_\_

George Schmidtke  
Member of Negotiating Committee

  
\_\_\_\_\_  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## **LETTER OF AGREEMENT #9**

**Between**

**TransHelp of the Regional Municipality of Peel  
(Hereinafter referred to as "the Employer")**

**And**

**Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### **Early Resolution Process**

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

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

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

#### **Final Step Meetings for Grievances:**

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

#### **Grievances Referred to Arbitration:**

- a) HRA and Manager, Employee Relations receive arbitration referral from CUPE Local 966 within time frames stipulated in the Collective Agreement;
- b) The Region of Peel acknowledges that email notification from the Unit Vice-President (UVP), Chief Steward or designate to the HRA indicating a grievance has been referred to arbitration within the time frames outlined in the Collective Agreement is appropriate notification. However, formal notification via a letter from CUPE will continue to be provided in a timely fashion and confirms the referral to arbitration;
- c) The parties agree that the arbitration referral will not be processed by either side to select an Arbitrator from the MOU Arbitrator list for ninety (90) days, unless a mediation is held within the ninety (90) days and does not resolve the grievance(s) in which case an Arbitrator may be assigned from the agreed to list. The ninety (90) days will commence from the date of the email from the UVP as outlined in (b);
- d) HRA will contact CUPE National Representative with copy to UVP, President

and Vice-President to discuss method for potential early resolution of the grievance, prior to legal counselor sides person selecting and scheduling an Arbitrator;

#### Memorandum of Understanding - Early Resolution Process

- e) Potential resolution is explored either with the use of a mediator or between the parties;
- f) The HRA or CUPE may determine that the grievance is unable to be resolved. In which case, the HRA refers the file to the Region of Peel Legal division for assignment of an Arbitrator and scheduling of dates with the HRA and CUPE.
- g) Once a mediation or arbitration date have been confirmed, cancellation will only be done by agreement of the parties

#### **Mediation without third party:**

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

#### **Selection of Mediator or Arbitrator:**

- a) Region of Peel and CUPE have agreed to use the attached addendum to this Memorandum with the agreed to Arbitrators for the purposes of arbitration and mediation;

#### **Mediation with Third Party:**

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

#### **Arbitration:**

- a) The parties agree to the use of a sole Arbitrator as a default as stipulated in the language of the Collective Agreements for Human Services, Public Works, Public Health and TransHelp. Where it is not stipulated in the Collective Agreements in Long Term Care, parties will agree to the use of a sole Arbitrator on a case by case basis in accordance to the Collective Agreements;
- b) The Region of Peel Legal division will work with the HRA and CUPE to schedule the arbitration;
- c) The use of Arbitrators will be rotated in sequential order according to the attached addendum of Arbitrators, these names will be rotated separately from those used for mediation as outlined above;
- d) Either party can agree at anytime that other resolution options are not feasible and forward the grievance for arbitration scheduling.

- e) Nothing in this agreement will preclude either party from considering other resolution options.
- f) If an arbitration date or mediation date is no longer required the parties will attempt to schedule other matters for that date.

**General:**

- a) Should unforeseen circumstances arise, the parties agree to meet and make good faith *efforts* to resolve any issues.

**Memorandum of Understanding - Early Resolution Process**

- a) Either party may wish to end this process by providing the other party with sixty (60) days written notice.
- b) Communication and correspondence with CUPE in relation to this agreement will be between CUPE National Representative, President of CUPE Local 966, or designate.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee



Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## LETTER OF AGREEMENT #10

Between

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

and

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### On-Board Camera

The Parties recognize that the Employer retains the right to install on-board cameras and that it has done so.

Employees shall be advised of the on-board cameras system when they commence employment.

The Union retains its rights under the Collective Agreement to file a grievance with respect to issues arising from the utilization of the on-board cameras.

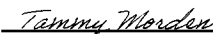
IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

*Noelle Racicot-Kelly*  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

---

**Noelle Racicot-Kelly**  
**CUPE National Representative**

## **LETTER OF AGREEMENT #11**

**Between**

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

**and**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### **Mergers, Amalgamations or Reorganization**

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

**1. Notification:**

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

**2. Consultation:**

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

**3. Ongoing Communication:**

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

**4. Employee Rights and Benefits:**

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


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

**5. Limitation of Guarantee:**

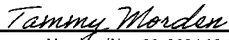
The Union acknowledges that while the Employer commits to making best efforts to secure the outlined provisions, this agreement does not create a legally binding obligation on the Employer or guarantee specific outcomes.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer


  
Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp


  
Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant


For the Union

  
Mary Pereira (Nov 20, 2024 16:35 EST)


Mary Pereira  
Unit Vice President  
CUPE Local 966

  
Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee

  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

**LETTER OF AGREEMENT #12**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

**Mental Health First Aid**

The Parties recognize the importance of mental health in the workplace. In this spirit, the Parties agree to discuss Mental Health First Aid training through the Labour Management Committee under Article 27 within ninety (90) days of ratification by the Parties to this Agreement.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer


  
Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp


  
Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant


For the Union

  
Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966

  
Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee

  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

## LETTER OF AGREEMENT #13

Between

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

And

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### Disclosure of Charges

Without limiting the provisions set out in Article 12.03 of the Collective Agreement, employees are required to advise the Employer of charges against them under the *Criminal Code of Canada*, the *Highway Traffic Act* and/or the *Controlled Drugs and Substances Act*, all as amended and any successors thereto, on or before the employee's next working day following such charge.

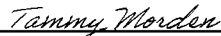
IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

*Noelle Racicot-Kelly*  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

**Noelle Racicot-Kelly**  
**CUPE National Representative**

## **LETTER OF AGREEMENT #14**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### **Violence and Harassment in the Workplace**

The Region is committed to prioritizing the health and well-being of its staff. It is committed to maintaining a respectful, safe and inclusive workspace in accordance with the requirements of all applicable laws, including the Occupational Health and Safety Act and the Ontario Human Rights Code as amended from time to time.

The Region strives to:

- b) support an environment that emphasizes the principles of diversity and equity and inclusion;
- b) take all statutorily mandated measures with regard to workplace violence, including regular workplace assessments for workplace violence;
- c) establish processes and procedures which meets the statutory requirements, for reporting and responding to complaints and/or incidents of workplace violence and ensure the processes and procedures are communicated, maintained and followed by all employees; and,
- d) ensure that all employees are trained on policies of the Region with respect to workplace health and safety.

The Parties agree to discuss workplace violence and harassment (dealing with vulnerable individuals) training options through the Labour Management Committee under Article 27 within one hundred and eighty (180) days of ratification by the Parties to this Agreement.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed  
by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



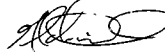
Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee



Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

**LETTER OF AGREEMENT #15**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

**Labour Management Meeting – Scheduling**

The parties agree to discuss scheduling as a standing agenda item at Labour Management Meetings. Labour Management Meetings shall be extended at the mutual agreement of management and the union to allow for full discussion of scheduling matters. A request for an extension to a Labour Management Meeting will be made at least one week in advance and will not unreasonably be withheld.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

*Noelle Racicot-Kelly*  
Noelle Racicot-Kelly (Nov 20, 2024 12:04:55T)

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**Noelle Racicot-Kelly**  
**CUPE National Representative**

## LETTER OF AGREEMENT #16

Between

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

And

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

### Self-Isolation

If an employee is required to self-isolate on the direction of either the Employer or Public Health, the employee shall be paid for wages or salary for lost time due to compulsory quarantining. This period of self-isolation will not be counted against any sick leave provisions.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee

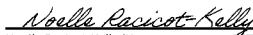


Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee



Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

**LETTER OF AGREEMENT #17**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

**Professional Development**

The Region of Peel supports development and growth and will assist maintenance persons who wish to obtain the required licensing.

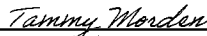
IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee



Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

**LETTER OF AGREEMENT #18**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

**Issuing of Licenses**

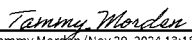
The Parties agree that where it is a condition for any TransHelp operator to possess a driver's license other than a G class license, and the Employer is legally permitted to issue said license, the Employer will do so.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer


  
\_\_\_\_\_  
Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp


  
\_\_\_\_\_  
Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant


For the Union

  
\_\_\_\_\_  
Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966

  
\_\_\_\_\_  
Sharon Rowe (Nov 20, 2024 16:32 EST)


Sharon Rowe  
Member of Negotiating Committee

  
\_\_\_\_\_  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee

  
\_\_\_\_\_  
George Schmidtke

Member of Negotiating Committee

  
\_\_\_\_\_  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative

**LETTER OF AGREEMENT #19**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

**TransHelp Operator Premium**

1. The Employer shall pay an hourly premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked, vacation, and personal hours for each TransHelp Operator who holds a valid "B" or "C" class drivers license (the "Premium").
2. Any TransHelp Operator who possesses only a valid "F" and/or "E" class drivers license shall not be entitled to the above premium. These individuals will receive the wage associated with the individual's respective job classification as reflected in Appendix A of this collective agreement.

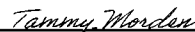
IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 22nd day of November, 2024.

For the Employer



Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp



Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant

For the Union



Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966



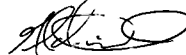
Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee



Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

**Noelle Racicot-Kelly**  
**CUPE National Representative**

**LETTER OF AGREEMENT #20**

**Between**

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

**And**

**The Canadian Union of Public Employees And its Local 966 - TransHelp  
(Hereinafter referred to as "the Union")**

**Maintenance Person/Sub-Foreperson Maintenance Premium**

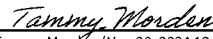
1. The Employer shall pay an hourly premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked, vacation, and personal hours for each Maintenance Person and Sub-Foreperson Maintenance who holds a valid "D" class drivers license (the "Premium").
2. Any maintenance Person or Sub-Foreperson Maintenance who possesses only a valid "G" class drivers license shall not be entitled to the above premium. These individuals will receive the wage associated with the individual's respective job classification as reflected in Appendix A of this collective agreement.
3. An employee holding the Job Title of Maintenance Person or Sub-Foreperson Maintenance who does not possess a valid "D" class drivers license may be eligible for an opportunity to complete the necessary training and examination required to obtain the "D" class drivers' license.
4. The Employer will provide the necessary training required for the Maintenance Person or Sub-Foreperson Maintenance to obtain the "D" class drivers' license and cover all the associated cost only one time per employee.
5. Further, the Employer will ensure no loss of pay to attend training and the examination.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed  
by its duly authorized representatives this 22nd day of November, 2024.

For the Employer


  
Mark Castro (Nov 22, 2024 10:01 EST)

Mark Castro  
Director, TransHelp


  
Tammy Morden (Nov 20, 2024 13:18 EST)

Tammy Morden  
Labour Relations Consultant


For the Union

  
Mary Pereira (Nov 20, 2024 16:35 EST)

Mary Pereira  
Unit Vice President  
CUPE Local 966

  
Sharon Rowe (Nov 20, 2024 16:32 EST)

Sharon Rowe  
Member of Negotiating Committee

  
Pauline Gordon (Nov 20, 2024 12:16 EST)

Pauline Gordon  
Member of Negotiating Committee



George Schmidtke  
Member of Negotiating Committee

  
Noelle Racicot-Kelly (Nov 20, 2024 12:04 EST)

Noelle Racicot-Kelly  
CUPE National Representative