

THE COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY
OF HALTON



AND

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2620



EFFECTIVE FROM

January 1, 2024 to December 31, 2028

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THIS AGREEMENT BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON
(Hereinafter called the **REGIONAL CORPORATION** of the first part)

AND

THE LOCAL UNION 2620 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES
(Hereinafter called the **UNION** of the second part)

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

ARTICLE 1 - DEFINITIONS

- 1.01** In this agreement, "Regional Corporation" means the Regional Municipality of Halton.
- 1.02** "Union" means the Canadian Union of Public Employees and its Local 2620.
- 1.03** "Full-time Employee" means a person hired by the Regional Corporation for a job, the category of which comes within the group of persons enumerated in Article 3.01, who has been accepted by the Regional Corporation for full time continuous employment.
- 1.04** "Probationary Employee" is a person hired by the Regional Corporation who has not completed 90 working days at a job category within the group of persons enumerated in Article 3.01 and who is not a temporary employee. The Regional Corporation may extend the probationary period of up to thirty (30) working days for an employee with the consent of the Union in situations that may warrant it.
- 1.05** "Temporary Employee" is a person hired by the Regional Corporation for a specified term and for a specified project and includes casual, contract and seasonal employment.
- 1.06** "Service" means the length of continuous time an employee has been on the active payroll of the Regional Corporation since the

most recent date of hire and it shall be expressed as being the annual figure after the completion of the anniversary so expressed, and shall include the total number of years of continuous employment with any local municipality or local board, as defined in the *Regional Municipality of Halton Act, 1973*.

ARTICLE 2 - PURPOSE

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

ARTICLE 3 - RECOGNITION

- 3.01** The Regional Corporation recognizes the Union as the collective bargaining agent for all employees of the Regional Municipality of Halton, in its Water and Wastewater Services Divisions of the Department of Public Works and licensed vehicle mechanics in the Energy, Fleet and Facilities Division of the Corporate Services Department, save and except Supervisors, persons above the rank of Supervisor, office, clerical and technical staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.
- 3.02** No employee shall be required or permitted to make any written or verbal agreements with the Corporation or their respective representatives which conflicts with the terms of this collective agreement.
- 3.03 Co-op Students**
- a) Co-op students are not intended to replace full-time bargaining unit staff.
 - b) Hours of work will be as required and will not be more than forty (40) hours/week.

- c) With respect to the collection of union dues, co-op students will be treated the same as Students as per Article 3.01.
- d) At any one time, there will be no more than twelve (12) co-op students working within the jurisdiction of this collective agreement.

ARTICLE 4 - REGIONAL CORPORATION'S RIGHTS

- 4.01** The Union acknowledges that the Regional Corporation has and shall maintain the exclusive right to manage its business and direct its operations in all matters which are not specifically restricted by the terms of this agreement.
- 4.02** The Regional Corporation shall not exercise its rights to direct the working force in a discriminatory manner, nor shall any employee be discharged or disciplined except for just cause.

ARTICLE 5 - RELATIONSHIP

- 5.01** The Regional Corporation and the Union agree that there shall be no discrimination, favour, interference, restriction or coercion exercised or practised with respect to any employee by reason of their membership or non-membership, their activity or lack of activity in the Union.
- 5.02** The Union or any employee covered by this agreement shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Regional Corporation for the purpose of conducting union activities except as provided for elsewhere in this agreement. The appropriate Director or designate may give permission to allow additional meetings when they believe it is appropriate to do so.

ARTICLE 6 - UNION REPRESENTATION

- 6.01** The Regional Corporation will recognize a Negotiating Committee of not more than four (4) employees and one (1) alternate to represent the Union in meetings with the Regional Corporation in the negotiation or administration of this agreement. If the Regional Corporation requires that meetings be held during the normal

business hours, the Regional Corporation will pay the employees for any normal working time lost at such meetings up to but not including conciliation. The Union will reimburse the Regional Corporation for wages paid to the alternate member. The Union Negotiating Committee shall be accompanied by the CUPE National Representative(s) at any meeting.

- 6.02** The Regional Corporation will recognize the Local President, Vice-President, a Chief Steward and fifteen (15) designated Stewards. During any time that a designated Steward is absent from work for more than one week, the Union may advise the Regional Corporation of a substitute to act in that absence. A Steward may have discussions with any employee concerning a grievance for a reasonable period of time during normal working hours, provided that both the Steward and the employee first obtain permission from their respective Supervisors, who shall not arbitrarily or unreasonably withhold such permission.
- 6.03** The Regional Corporation agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment. A representative of the Union shall be given the opportunity to meet with each new employee within regular working hours without loss of pay for a maximum of sixty (60) minutes. The meeting will be arranged by the Union Steward and the Supervisor. Such meeting is to take place during the first month of employment at a time and place acceptable to the supervisor. The purpose of such meeting is to acquaint the new employee with their responsibilities and obligations to the Union. The Union must receive advance permission prior to holding this meeting.
- 6.04** The parties to this agreement shall establish a Health and Safety Committee comprised of up to seven (7) members appointed by the Regional Corporation and seven (7) members appointed by the Union with three (3) members being certified members. The Union shall appoint their respective committee and the Employer will cover any costs to ensure that at minimum, three (3) of the union committee members are certified. The Committee shall meet once every three months, unless the Committee agrees otherwise.
- 6.05** When employee members of the Joint Health & Safety Committee attend meetings, transportation will be provided or an allowance at the

current rate as provided in Article 38 shall be paid from and to the Employee's assigned work centre. Except in the case of an employee who attends a meeting on their day off for which mileage shall be paid from and to their home. An employee on a scheduled day off who attends a Joint Health and Safety Committee meeting shall be paid as if the employee were at work for the actual time spent in the meeting with management.

6.06 The two parties shall establish a Joint Action Committee of ten (10) members with five (5) members from each side which shall meet once every two (2) months unless otherwise agreed by the Committee.

6.07 When employee members of the Joint Action Committee attend meetings of the committee, transportation will be provided or an allowance at the current rate as provided in Article 38 shall be paid from and to the employee's assigned work centre. Except in the case of an employee who attends a meeting on their day off for which mileage shall be paid from and to their home. An employee on a scheduled day off who attends Joint Action Committee or other joint Union-Management Meetings, excluding meetings for negotiation, at the request of the Employer, shall be paid his or their regular hourly rate, exclusive of premium, for the actual time spent in the meeting with management.

6.08 All communications relating to matters arising out of this agreement shall be addressed and delivered to the Local Union President, or their designate and the Director of Human Resource Services of the Regional Corporation. When matters are to be addressed and delivered to the designate of the CUPE National Representative, the CUPE National Representative shall notify the Director of Human Resource Services of the Regional Corporation. All communications required by this Article shall be copied to the Chief Steward and CUPE National Representative and Local Union Recording Secretary.

a) Regional Council minutes will be made available to the Local Union President for CUPE Local 2620.

- 6.09** The Union shall notify the Employer in writing of the names of the Executive, Chief Steward, Stewards and members of committees before the Employer shall be required to recognize them.

ARTICLE 7 - UNION SECURITY

- 7.01** During the lifetime of this agreement, the Regional Corporation agrees to deduct an amount equal to the regular monthly union dues established in accordance with the constitution and bylaws of the Union from the pay in each calendar month of employees who are covered by this agreement and of probationary employees and temporary employees. Upon written authorization from an employee at the time of hiring, the Regional Corporation will deduct a uniform initiation fee in an amount communicated by the Union to the Region in writing.
- 7.02** All deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, no later than the fifteenth (15th) of the month following the month in which the deductions were made. A list of the names and addresses of employees from whose wages the deductions have been made will be forwarded to the National Secretary-Treasurer and the Secretary-Treasurer of the local.
- 7.03** The Union agrees to save harmless the Regional Corporation from any action or any other proceeding, including costs, which may arise from the application of this Article.

ARTICLE 8 - LAYOFF AND RECALLS

- 8.01** Subject to Article 8.02, there shall be no layoff of full-time employees until students, probationary and/or temporary employees have been laid off, providing the retained employees have the skill, ability and competence to meet the normal requirements of the work remaining to be performed. Seniority shall determine the order of layoff provided that the employees affected are of relatively equal skill, ability and competence as it relates to the work to be performed. Then the last employee hired shall, in the case of a layoff, be the first laid off, and the last employee laid off shall be the first rehired.

- 8.02** When a layoff is necessary, the Chief Steward and the Local Union President shall be the last employees laid off provided they have the skill, ability and competence for the work to be performed.
- 8.03** Employees who are to be laid off shall be notified in writing, a minimum of sixty (60) working days prior to the layoff date. This clause shall not apply to students, probationary and/or temporary employees. The Union will be notified at the same time as the employee.

ARTICLE 9 - SENIORITY

- 9.01** The Regional Corporation shall maintain a seniority list for those employees covered by this agreement. For the purpose of this agreement seniority shall be defined as the continuous length of service from last date of hire as an employee within the bargaining unit and shall include service as defined in 1.06. The seniority list shall show the name, job classification, and hire date, inclusive of service defined in Article 1.06, of each employee.
- 9.02** The seniority list shall be revised twice a year, and the most recent revision shall be posted on all Union Bulletin Boards during the month of February and again during the month of August. A copy of the seniority list shall be sent to the Local Union President each time it is posted.
- 9.03** An employee shall lose their seniority if:
- a) they leave the employ of the Regional Corporation of their own accord or they retire;
 - b) they are discharged, and such discharge is not reversed through the grievance procedure;
 - c) they are laid off continuously in excess of twenty-four (24) continuous months;
 - d) they are laid off and fail to return to work within twenty days after being sent a registered letter of notification to return to work by the Regional Corporation to their last address on record with the Regional Corporation;
 - e) they are absent from work for two days without a reasonable explanation.

- 9.04** An employee shall maintain and continue to accumulate seniority if:
- a) they are absent due to sickness and/or accident. The Regional Corporation will continue to pay benefit premiums for two years from the date of illness or accident;
 - b) they are laid off for less than twenty-four (24) continuous months;
 - c) they are on authorized leave of absence as provided by this agreement or otherwise approved by the Regional Corporation.
- 9.05** An employee who transfers to a position outside the bargaining unit shall retain their seniority accumulated up to the date of leaving the bargaining unit for a period of twelve (12) months from the date of the transfer. The Employer shall post a temporary position to backfill the employee's bargaining unit position, if their temporary position outside of the bargaining unit extends beyond six (6) months.
- 9.06** Any employee on a transfer, as per Article 9.05, outside the bargaining unit will be returned, if on a temporary position, back to the bargaining unit upon the Employer being in receipt of a "No Board" report.

ARTICLE 10 - NO STRIKES AND NO LOCKOUTS

- 10.01** The Regional Corporation agrees that it will not authorize or sanction a lockout during the term of this agreement. The Union agrees that it will not authorize or sanction a strike and that there will be no interruption or interference with operations during the term of this agreement.
- 10.02** The words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*, Chapter 56, R.S.O. 1990, as amended from time to time.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01** a) Where a difference arises between the parties to this agreement relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or whenever an employee claims that they have been disciplined or discharged without reasonable cause, such difference, allegation or claim being hereinafter referred to as the grievance, the grievance procedure set forth below shall apply. For the purpose of Article 11 and Article 12, working “days” shall mean weekdays, exclusive of Saturdays, Sundays, and paid Holidays as defined in this agreement.
- b) Where an allegation is made that there has been an improper application, administration or violation in the matters of any benefit entitlement as provided for under this collective agreement, the grievance shall be initiated at Step Two.
- 11.02** a) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) working days before the filing of the grievance.
- b) All grievances shall have the signature of the Chief Steward, or the Local President, or in their absence, the Local Vice-President and shall be assigned a grievance number by the union.
- c) Once initiated, the grievance shall be the property of the Union.
- 11.03** The parties are agreed that grievances should be adjusted as quickly as possible. Before proceeding to the steps as provided herein the employee shall take the grievance to the appropriate Supervisor to seek a verbal adjustment of the matter. In the case of a grievance concerning a job posting competition or overtime call out, the employee may take the grievance to the Supervisor responsible for making the decision after advising their immediate Supervisor.

The employee may, at their option, be accompanied by a Steward when discussing the complaint with the appropriate Supervisor.

If the complaint is not settled to the satisfaction of the employee within five (5) working days following their discussion with the appropriate Supervisor, they may proceed to Step One of the Grievance Procedure. Any written communication shall be copied to the Steward.

11.04 Step One

An employee having a grievance may submit their grievance in writing with the aid of their Steward to the Manager of the appropriate Supervisor. The written grievance shall indicate the nature of the grievance and the provisions of the agreement which the employee and their Steward believe to apply. The Manager of the appropriate Supervisor shall give their written answer to the grievance to the employee with a copy to the Chief Steward and Steward within ten (10) working days after it has been brought to their attention.

11.05 Step Two

If the reply of the Manager of the appropriate Supervisor is not acceptable to the employee or the Union, the grievance from Step One may be submitted to the appropriate Director by the employee or the Union within ten (10) working days of receiving the written reply from Step One. The appropriate Director shall render a written decision to the Employee, Steward, and Chief Steward within ten (10) working days.

11.06 Step Three

If the reply of the appropriate Director or their designate is not acceptable to the Union, the written grievance from Step Two may, within ten (10) working days, be referred to the Director of Human Resources Services by the Union. The Director of Human Resources Services shall meet with the employee, the employee's Steward, the Chief Steward, Local Union President, and the CUPE National Representative within ten (10) working days. A written reply to the grievance will be sent to the Local Union President with a copy to all persons attending the meeting within ten (10) working days after the meeting has been held.

- 11.07** If the grievance involves discharge or suspension of an employee, the grievance will commence at Step Three or paragraph 11.06.
- 11.08** The time limits in the grievance procedure may be extended by mutual agreement between the parties.
- 11.09** a) No entry of a disciplinary nature shall be entered into an employee's personnel file, nor any disciplinary action taken unless the employee is given a copy of such entry or is notified in writing that disciplinary action is being taken against them. Copies of such notice shall be sent to the Union.
- b) Upon request, an employee may review their employee file in the presence of a representative of the Human Resource Services Division.
- 11.10** Any letter of counsel, reprimand, suspension or other sanction will be removed from the record of any employee twenty-four (24) months following the receipt of such letter, suspension, or other sanction provided that the employee's record has been discipline free for such twenty-four (24) months period.
- 11.11** If at any step of this grievance procedure either of the parties fails to meet the allotted time limits, the grievance may be carried to the next step.
- 11.12** An employee who is called to a meeting by their supervisor or other member of management for the purpose of receiving discipline shall be advised of the purpose of the meeting and the right to request the presence of a steward.

ARTICLE 12 - POLICY & GROUP GRIEVANCES

12.01 Policy

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

other party within fifteen (15) working days of the occurrence of the incident or event giving rise to such grievances and shall be entered at step two of the grievance procedures. If not satisfactorily resolved at this step the grievance may be submitted to arbitration as defined in Article 14.

12.02 Group

The Regional Corporation will recognize group grievances, provided that each aggrieved employee signs the grievance and the grievance is filed in writing at Step One within fifteen (15) working days of the incident giving rise to the grievance

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

ARTICLE 13 - GRIEVANCE MEDIATION

13.01 At the request of either party in writing, the following mediation process will be used before any grievance is referred to arbitration. The intent of this process is to provide a neutral 3rd party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.

13.02 The parties will establish a list of three (3) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.

13.03 The mediation session will be attended by a maximum of four (4) representatives from the Union (plus the grievor(s)) and a maximum of four (4) from Regional Management. The persons attending should be familiar with the content of the grievance and have the authority to enact a resolution.

13.04 Once written notice is given, to mediate a grievance the mediation session shall commence within 40 calendar days. If the appointed mediator is unavailable within 40 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 within this 40-day period then they shall appoint a substitute to attend.

- 13.05** Provided the parties agree there shall be no limit to the number of grievances submitted for mediation at a single session. There shall be no use of legal counsel or witnesses for this mediation process.
- 13.06** Any concessions, discussions, evidence submitted or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- 13.07** The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Should the mediation process occur during an employee's scheduled hours of work they will be paid their normal rate of pay.
- 13.08** Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may be submitted to arbitration or withdrawn.

ARTICLE 14 - ARBITRATION

- 14.01** Failing settlement under the procedures set forth in Article 11, 12 or 13 hereof of any grievance arising from the interpretation, application, non-application, administration or alleged violation of any provisions of this agreement, including any question as to whether a matter is arbitrable may be referred to arbitration within thirty (30) calendar days after a decision has been rendered at Step Three of the grievance procedure, or the date of mediation at which an attempt was made to resolve the matter.
- 14.02** The party requesting arbitration shall indicate in its written request the name of its nominee to the arbitration board.
- 14.03** Within seven (7) working days of the receipt of the written request for arbitration, the other party shall respond with the name and address of its nominee to the Arbitration Board. The two nominees shall then select an impartial chairperson.

- 14.04** If either party fails to appoint a nominee within the time limits set out above, or if the two (2) nominees fail to agree upon a chairperson within five (5) working days of their appointment or within such time as may be agreed upon by the nominees, the Ministry of Labour for the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 14.05** The unanimous or majority decision of the Board of Arbitration shall be final and binding on both parties hereto.
- 14.06** Such Board of Arbitration shall have no jurisdiction to alter, change, modify, amend or enlarge the terms of the agreement, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 14.07** Each of the parties hereto will bear the expense of the nominee appointed to represent it and the parties will jointly, in equal shares, bear the expense, if any, of the Chairperson of the Arbitration Board.
- 14.08** When an arbitrator or arbitration board determines that any employee has been discharged or otherwise disciplined by the Regional Corporation for cause, and the collective agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or arbitration board may substitute such other penalty for the discharge or discipline as the arbitrator or arbitration board deems just and reasonable in all the circumstances.
- 14.09** Where the parties so agree, a sole arbitrator may be selected to arbitrate a grievance instead of a Board of Arbitration. In such circumstances, the appropriate provisions of this Article shall apply. The fee and expenses of the sole arbitrator will be shared equally.

ARTICLE 15 - JOB POSTING

- 15.01** a) When new bargaining unit jobs are created, the Joint Job Evaluation Committee will meet to review the new job as per the Terms of Reference, agreed to and signed by the parties April 3, 2003 (19 pages in length). If the job has not been evaluated at the time of posting, the posting document will state that the job is posted subject to the Joint Job Evaluation Process.
- b) When job classifications falling within this agreement are vacant or when new jobs are created and are to be filled, or for resource needs as per Art. 16.02 (a) notice thereof will be posted on Regional bulletin boards on the Region's Intranet site within thirty (30) days of the position becoming vacant and for a minimum period of seven (7) calendar days. The notice shall state the wage rate(s) of the job available, the work centre at which the job is located, qualifications required, and the person to whom the application may be tendered.
- 15.02** When filling a vacancy, the Employer will give primary consideration to qualifications, skill and ability to do the required duties. Where qualifications, skill and ability are relatively equal, greater seniority shall be the deciding factor. Applications from within the bargaining unit will be considered first, before any others. No outside applicant shall be considered for any vacancy until the applications for bargaining unit members have been fully processed.
- 15.03** Whenever an employee is placed in the same or another job classification in the bargaining unit as provided in this article, they shall be on trial for a period of sixty (60) working days. If, during that period of time, they are not satisfactory to the Regional Corporation, such employee shall be returned to their former job with no loss of seniority. Should the employee not be satisfied with this change, they shall have the right to return to their former job and wage rate with no loss of seniority; it being understood that this right to return shall be exercised no more than once per calendar year at the employee's request. Any other employee promoted or transferred because of the rearrangement of positions

shall also be returned to their former job and wage rate, without loss of seniority.

- 15.04** Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.
- 15.05** a) Any temporary or acting position within the bargaining unit of thirty (30) days in length or longer shall be posted. The position shall indicate the anticipated length of the temporary or acting position.
- b) No temporary or acting bargaining unit position shall extend beyond one (1) year without the mutual written agreement of the parties.
- 15.06** The Region will notify the Union of all transfers, hires, vacancies and open positions within the bargaining unit.

ARTICLE 16 - TRANSFERS

- 16.01** Any employee transferred at their own request through the job posting procedures contained herein shall be paid the hourly rate of pay for the job to which they are transferred. If an employee is transferred temporarily to another job at the discretion of the Regional Corporation, the employee shall be paid at the higher rate of pay either of the job to which they are transferred to or their normal job classification.
- 16.02** a) The Regional Corporation agrees that no employee shall be transferred to another work centre except voluntarily or except in the case of an emergency, illness, workload or adherence to M.E.C.P. regulations for the plant/system operations. In the case of an emergency, the transfer shall not be longer than the period of the emergency; in the case of illness, the transfer shall not be longer than three months. Employees involved in Plant Maintenance Services may be transferred up to two times per year, to a maximum of three weeks each time.

- b) i) Any transfer for workload or adherence to M.E.C.P. regulations for the plant/system operations will be subject to the approval of the appropriate Commissioner. The employee and the Union President will be informed in advance of any such transfer and they will be provided an opportunity to suggest alternatives to the transfer. The Commissioner will consider all such suggestions before making any decision to transfer. If the position(s) is not filled on a voluntary basis, the Regional Corporation will assign the junior qualified person.
- ii) Any employee transferred under these circumstances will receive in writing, the dates for the start and completion of assignment.
- iii) This applies only to transfers for adherence to M.E.C.P. regulations or workload. Employees who are transferred for the reasons listed in (b) (i) will be offered the current Regional mileage allowance for any kilometres over and above the distance from their normal work centre or the employee's residence to the new work centre, whichever is less for the duration of the transfer to a maximum of 12 months. At the beginning of the transfer, the affected employee may request a lump sum advance payment up to \$1,000 per transfer, if the amount is supported by the projected kilometre premium.

16.03 In the case of creation of new facilities, the Regional Corporation will ask employees on a voluntary basis to fill the position(s) needed. If the position(s) is not filled on a voluntary basis, the Regional Corporation will assign the junior qualified person in the classification posted.

ARTICLE 17 - JOB TRAINING

(Also refer to Appendix D, Training)

17.01 The Regional Corporation will provide suitable training both on and off the job at its expense, so that all employees may have the opportunity to obtain all certificates and/or licences (if required) to work at their particular job. To that end, when a training course is to be offered by the Regional Corporation, a notice thereof will be

posted on the applicable bulletin board for a minimum period of five (5) working days. The notice shall state the details of the course, classifications eligible to take the course, and the person to whom application to take the course may be tendered. In determining who may attend the following factors will apply:

- a) skill and ability to do the work for which the course is offered, and
- b) seniority.

If the factors in (a) are sufficiently equal among applicants, (b) shall determine the successful applicant, but in any event the Regional Corporation's denial of an employee's application to attend the training course will not be grounds for withholding a progression step. If there are insufficient applicants for the training opportunity available, the Regional Corporation may designate employees to attend.

17.02 Whenever employees are to be retrained or when improvements in existing skills are required resulting in the need for retraining through either in-house or external training programs, the posting of the notice as provided by Article 17.01 shall not apply but the Union shall be notified of any such retraining program.

17.03 Employees who wish, at their initiative, to participate in training courses related to their personal development for improving their ability and knowledge to advance to other classifications within the bargaining unit, shall have access to the Corporation's policy of financial support on training and development within the provisions of that policy.

- a) When the training is directed by management; 100% of the course, books, authorized expenses and the employee's wages will be paid by the Employer.
- b) When the training is initiated at the request of the employee the Region will reimburse, upon successful completion, 75% of tuition and books only. It is acknowledged that employee-initiated training must be pre-approved by appropriate Director and the criteria for such approval will include applicability to the employee's job duties, operational considerations and budget limitations.

- c) Where the appropriate Director determines that an employee-initiated training course is work-related, the employee will be reimbursed as in a) above.

17.04 An employee required by the Regional Corporation to attend a Ministry of the Environment, Conservation and Parks examination during their regular scheduled working hours, shall be granted a paid leave of absence to attend, write and return to the workplace, where possible, following the completion of the written exam up to eight (8) hours. The Region agrees to cover the full cost of examinations to obtain and upgrade certification and licenses directly related to an employee's employment with the Region.

ARTICLE 18 - LEAVES OF ABSENCE

- 18.01** a) Leave of absence without pay and without loss of seniority or any other benefits accruing to the employee(s) under this agreement shall be granted to the employees elected or appointed to attend at Union Conventions, Conferences, Committee meetings or those of the Union affiliated or Chartered bodies. No more than five (5) employees shall be absent at any one time under the provisions of this clause and the total aggregate time shall not exceed sixty (60) working days in the year. The Union shall have the right to request approval to go beyond the aggregate described above. The approval of the application described above shall be at the sole discretion of the Employer, however, approval will not be arbitrarily withheld.
- b) With respect to requests for time off for Union activities that would result in loss of scheduled hours of work and related wages, the Region agrees to pay employees the wages and/or benefits that would otherwise be lost and invoice the Union for reimbursement as soon as possible following such occurrence. The Union undertakes to reimburse the Regional Corporation within sixty (60) days of receipt of such invoice.
- 18.02** A request for such leave shall be submitted in writing at least five (5) working days before the leave is to commence. If in the opinion of the appropriate Director, operations will adversely be affected by

the absence of one or more of the employees concerned, except the Local Union President or the Chief Steward, the Regional Corporation may refuse and consider an alternate employee.

- 18.03** Upon receipt of reasonable notice, the Corporation shall grant leave of absence without pay and without loss of seniority to an employee who is elected or selected for a full or part-time position with CUPE, the Ontario Federation of Labour (OFL) or the Canadian Labour Congress (CLC), for a period of up to two (2) years. In the event of a leave of absence under this article, the Regional Corporation may hire a temporary employee for the duration of the leave.

The employee shall be entitled to return to their former position at the expiration of the period or to another position in accordance with their ability and seniority, if their former position is not available.

- 18.04** Leave of absence of up to one (1) calendar year without pay and without loss of seniority may be granted to an employee by the Regional Corporation. Personal leave of absence shall be dealt with by an employee application providing a reason for the leave of absence in writing submitted as far in advance as possible to their Supervisor who will refer it to the appropriate Commissioner with their recommendation. Such leave of absence may be extended by the Regional Corporation upon the receipt of written request.

When an employee is granted a personal leave of absence in excess of three (3) months, they must first exhaust their vacation entitlement and accumulated time in lieu of overtime.

- 18.05** While on leave of absence without pay, an employee may continue the benefits contained in Articles 24.01 a), b) and c) provided they pay the full premium costs thereof.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01** a) An employee who requests a leave of absence of one (1) day to five (5) consecutive calendar days, from the date of death to the day after the funeral inclusive, will be granted such leave in the event of the death of a member of the employee's

immediate family. A maximum of three (3) days will be paid at the employee's normal daily rate for those days that the employee would otherwise have been at work.

Immediate family shall mean spouse, child, adopted children, father, mother, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, or a person in loco parentis.

- b) Where the rites of an immediate family member identified in 19.01 a) occur outside of the initial period of bereavement, an employee may save one (1) or more of the paid days from 19.01 a) to attend.

19.02 One (1) day paid leave of absence will be granted for the purpose of attending the funeral of an employee's sister-in-law or brother-in-law, provided the funeral falls on a day that the employee would otherwise have been at work.

19.03 In addition to the leave of absence granted under Clause 19.01, an additional leave of absence of two consecutive days will be granted immediately thereafter for the bereavement of an employee's spouse or child and those days that the employee would otherwise have been at work will be paid at the employee's normal daily rate.

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

19.05 With the consent of their immediate supervisor an employee shall be allowed to use banked time or vacation time to increase Bereavement Leave for a member of their immediate family. Such consent will not be unreasonably withheld.

19.06 In special circumstances, the appropriate director or designate may grant up to one (1) paid bereavement leave day for persons other than those listed in articles 19.01, 19.02, 19.03.

ARTICLE 20 - JURY DUTY

- 20.01** An employee who is required to serve as a juror shall be granted leave of absence therefore. The employee shall be paid one normal day's pay for each day of such service on which they would otherwise have been at work, provided that they report for work when not actually required for jury duty and such duty is not required within ten (10) hours of the beginning or end of their scheduled shift and the employee deposits with the Regional Treasurer the total amount of fees received for service. The employee on returning to work shall present a certificate showing the period of such jury service and the amount of compensation received.
- 20.02** If an employee is ordered to attend Jury Duty during the time scheduled for the employee's vacation and if the employee so requests, the Regional Corporation shall reschedule any vacation time lost at a mutually agreed time.
- 20.03** An employee granted a leave of absence to act as crown witness will continue to receive their regular pay, exclusive of premiums, provided that they:
- a) provide forty-eight (48) hours' notice of the requirement to appear with a copy of their summons; and
 - b) report for work when they are not actually required as a crown witness; and
 - c) deposit with the Regional Treasurer the amount of fees they receive for their service as a juror or witness, exclusive of allowances for expenses. Failure to do so will result in the employee forfeiting wages for the period during which they acted as a juror or witness; and
 - d) upon their return to work, present to their Manager and/or Site Supervisor a certificate showing the period of their jury duty or witness service and the amount of compensation received, if any.
- 20.04** When an employee acts as a witness in matters arising out of their work responsibilities with the Region, their time spent as a witness is regarded as normal working time.

ARTICLE 21 - CONTRACTING AND TECHNOLOGICAL CHANGE

- 21.01** An employee with a seniority date prior to January 1st, 2015 shall not be laid off as a result of work being sublet or contracted out.
- 21.02** If, because of the introduction of new machinery, work processes, SCADA or automated devices, employees on staff on January 1st, 2015 become surplus to the work force, the Regional Corporation will undertake to reassign or retrain employees affected in consideration of the employee's seniority and skills and the efficiency of the Regional Corporation's operations. Any employee reassigned to a job classification with a lower wage rate shall retain his former wage rate for a period not less than fifty-two (52) weeks from the date of reassignment.
- 21.03** Employees excluded as per Article 3.01 of this collective agreement, shall not do any work on jobs normally done by employees covered by this collective agreement except for the purposes of instruction, experimenting, emergencies or when an employee who normally does the work is not readily available.

ARTICLE 22 - TEMPORARY EMPLOYEES

- 22.01** A temporary employee employed for more than one (1) year or such extended period of time as the two parties agree, shall be deemed an employee with seniority from the date they were hired. In instances such as replacement of employees on long term leaves with expected return dates, the Union agrees to co-operate with the Regional Corporation by addressing such situations on an individual basis.
- 22.02** The Union shall be notified in writing when any temporary/contract employee is hired. Temporary/contract employees will be advised of the OMERS pension plan buy-in opportunity.
- 22.03** If a temporary employee is hired as a probationary employee, they shall have the current continuous time employed as a temporary employee applied to the probationary period to a maximum of sixty-five (65) working days.

22.04 Temporary employees and contractors shall not be called out to perform overtime work normally performed by full-time employees until every attempt has been made to call out full-time employees as provided in Article 31.

ARTICLE 23 - APPLICATION OF BENEFITS

23.01 All benefit plans as set out in Article 24 shall form and become part of this agreement. Any benefit contained in this agreement shall be contingent upon an employee being in actual receipt of wages from the Regional Corporation and shall be prorated as to the period of time actually worked to the nearest full pay period or for which the employee was actually in receipt of wages from the Regional Corporation.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS AND PENSIONS

24.01 Upon completion of three (3) months continuous service, a regular full-time employee shall be entitled to the following benefits. The detailed terms and conditions of the benefits plans described below are set out in the contract held by the Region with the Insurance Carrier. All benefits plans, including eligibility for and termination of coverage, are administered in accordance with the contracts, policies, rules and regulations governing such plans. In the event of an inconsistency between the terms of this collective agreement and the underlying contracts, policies, rules and regulations governing such plans, the contracts, policies, rules and regulations shall govern. The Region shall pay the full cost of the premiums, except where otherwise noted.

- a) Life insurance coverage of two (2) times annual base wages to a maximum of \$200,000. Additional optional life insurance may be purchased by an interested employee with 100% of the applicable premiums paid by the employee;
- b) Accidental death and dismemberment insurance of two (2) times annual base wages to a maximum of \$500,000.
- c) Extended health benefits plan as generally described below with single or family coverage. The annual employee deductible

for the extended health benefits plan is \$10.00 for single coverage or \$20.00 for family coverage.

- i) Semi-private hospital accommodation.
- ii) Prescription Drug benefit with 100% reimbursement of costs with a prescription dispensing fee cap of \$8.00.
- iii) Vision Care coverage (includes laser eye surgery) per person and family member per year up to \$450 every 24 months. In addition, to an eligible employee only, a reimbursement of \$200 every 24 months towards safety eyewear;
- iv) Private Duty Nursing with a \$25,000 cap, every three years;
- v) Deluxe Travel plan - 100% Region paid plan to age 65 and on and after the employee's 65th birthday, deluxe travel plan is an optional 100% employee paid plan;
- vi) Paramedical Services – Services of the following licensed, certified or registered practitioners are covered to a combined maximum of \$800 per person and family member per year. Effective January 1st, 2025, a combined maximum of \$900 per person and family member per year.
 - Physiotherapist
 - Clinical Psychologist
 - Masseur
 - Speech Pathologist (Authorization by a physician or dentist.)
 - Chiropractor
 - Acupuncturist (Authorization by a physician.)
 - Naturopath
 - Optometrist
 - Osteopath
- vii) Mental Health Services provided by the following licensed practitioners who legally engage in practice by virtue of a license of certificate issued by the appropriate authority in the place where the service is provided, up to a combined

maximum of \$5,000 per individual and family member per calendar year:

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

- d) Dental plan as generally described below with single or family coverage. The Region shall contribute 90% of the premium costs for dental plan coverage and the employee shall contribute the remaining 10% of the premium costs. The dental plan is administered in accordance with the Ontario Dental Association fee schedule for the year preceding the current year:
- i) Basic benefit with nine (9) month recall oral examinations for adults and six (6) month recall for children, on a 100% reimbursement basis;
 - ii) Denture benefit on a 50% reimbursement co-payment basis; and
 - iii) Orthodontic benefit on a 50% reimbursement basis to a lifetime maximum of \$2,500; and
 - iv) Restorative benefit on a 50% reimbursement basis.

The maximum combined benefit available under components (i), (ii) and (iv) only of the dental benefit is \$2,000 per person or eligible family member per calendar year.

- e) A long-term disability plan providing a benefit of 66 2/3% of the employee's regularly monthly wages to a maximum monthly benefit of \$4,000.

In consideration of the Region's contribution to the benefit plans described in article 24.01 above, the Region shall retain the employee's five 5/12^{ths} share of any reduced employment

insurance premium for which the Region qualifies in the integration of wage loss replacement plans and it shall be applied to its share of the premiums for the Dental Plan.

24.02 For the purpose of article 24.01, continuous service is deemed to include continuous service with the Region.

24.03 A full-time employee will be given access to short-term disability benefits as detailed in the attached plan, By-law 68-74 Sick Leave Credit Plan, after completion of three (3) months' continuous service as a regular full-time employee.

24.04 Pensions

The Region shall contribute to the Ontario Municipal Employees' Retirement System (OMERS) in accordance with the legislation governing this plan for eligible employees. Type 1 Supplementary Benefits provided to employees under the agreement entered into by the Regional Corporation in accordance with all regulations and agreements of the OMERS Plan shall be at no cost to employees.

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

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

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

24.06 The Region shall continue to pay its portion of premiums for the benefits provided in Article 24.01 (Health and Welfare Benefits) for a maximum of twenty-four (24) months from the date an employee commences receiving long-term disability benefits. After that time, the Region will continue to pay the premiums for single extended health plan coverage only for an employee in receipt of long-term disability benefits.

24.07 Early Retiree Benefits

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

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

- a) A full-time employee who would otherwise qualify for full benefits will, in accordance with the terms of the applicable plans, continue to be eligible for:
 - i) in respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the Region's corresponding contribution required under the OMERS plan;
 - ii) extended health benefits (excluding 100% Region-paid deluxe travel coverage and prescription drug benefits, services or supplies where ordinarily reimbursement is available under a government-sponsored plan in the absence of coverage under a private or group benefits plans);
 - iii) 100% employee-paid deluxe travel coverage;
 - iv) dental benefits;
 - v) life insurance (not including optional life insurance);
 - vi) accidental death and dismemberment insurance; and
 - vii) short-term disability benefits.

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

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

24.09 In the event of the death of an employee who is in receipt of benefits, the employee's spouse will have benefit coverage until the end of three (3) months following the month in which the employee's death occurred.

ARTICLE 25 - PREGNANCY LEAVE

25.01 Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, except where amended in this provision.

25.02 Supplemental Employment Benefit (SEB) Plan

A full-time employee who is on pregnancy leave as provided under this agreement and is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act* and its regulations thereto shall be paid a supplemental employment benefit. This benefit will be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other

earnings. Such payment shall commence following receipt by the Region of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

25.03 To be eligible for the Supplemental Employment Benefits provided in this article, the employee will sign an agreement with the Region that she will return to work and remain with the Region for a period of at least one (1) year after their return. Should they fail to return, or to remain in the employ of the Region for one year, she will repay the full amount of the Supplemental Employment Benefits provided.

An employee who returns for six (6) months or less will be required to pay back the full amount of the Supplemental Employment benefits received. An employee who returns for between six (6) months and one (1) year will repay a prorated amount of the benefits received.

ARTICLE 26 - PARENTAL LEAVE

26.01 Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, except where amended in this provision.

26.02 Supplemental Employment Benefits Plan

A full-time employee who is on parental leave as provided under this agreement who is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* and its regulations thereto shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Such payment shall commence following receipt by the

Region of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on parental leave.

26.03 To be eligible for the Supplemental Employment Benefits provided in this article, the employee will sign an agreement with the Region that they will return to work and remain with the Region for a period of at least one (1) year after their return. Should they fail to return, or to remain in the employ of the Region for one year, they will repay the full amount of the Supplemental Employment Benefits provided.

An employee who returns for six (6) months or less will be required to pay back the full amount of the Supplemental Employment benefits received. An employee who returns for between six (6) months and one (1) year will repay a prorated amount of the benefits received.

ARTICLE 27 - LEAVE FOR SICKNESS

27.01 By-law No. 68-74, as amended to the date of this agreement of the Regional Municipality of Halton, shall apply to employees covered by this agreement and such Bylaw is appended hereto and forms a part of this agreement.

ARTICLE 28 - VACATIONS

28.01 Vacation with pay shall be granted on the following basis:

- a) Employees with less than one (1) year of continuous service shall accumulate one and one-quarter (1-1/4) days with pay for each completed month of service, up to December 31st in the year in which they were hired.

- b) Employees with more than one (1) year, but less than eight (8) years of service, shall receive three (3) weeks' vacation.
- c) Employees with eight (8) years of service, but less than fifteen (15) years, shall receive four (4) weeks' vacation.
- d) Employees with fifteen (15) years of service, but less than twenty-four (24) years, shall receive five (5) weeks' vacation.
- e) Employees with twenty-four (24) and more years of service shall receive six (6) weeks' vacation.
- f) Employees with twenty-nine (29) and more years of service shall receive seven (7) weeks' vacation.

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

28.03 The Regional Corporation agrees to post a blank vacation request schedule by February 1st. The schedule will indicate the number of employees required to work over the December holiday closure. All applications received before March 1st for the period of April 1st to December 31st will be awarded on the basis of greater seniority. The completed schedule will be posted by the immediate supervisor no later than March 31st. Applications for vacation received in writing by the employee's immediate supervisor after March 1st will be awarded on the basis of the receipt of the application.

Vacation requests received for the period of January 1st to March 31st will be awarded on the basis of the receipt of application and will be replied to in writing within ten (10) working days.

28.04 Vacations shall be scheduled subject to the exigencies of the service.

28.05 An employee who is entitled to a vacation of three (3) weeks or more may request in writing that up to a maximum of one (1) week of vacation be carried forward to the following year. If such request is made on or before November 1st of the current year, and, if

approved by the appropriate Commissioner or designate, that vacation shall be used in the following year and shall be paid, when used, at the rate of pay in effect for the year in which the vacation was earned. The request for this vacation to be carried forward shall not be unreasonably withheld.

28.06 On termination an employee shall be paid vacation credits accumulated at the appropriate rate of pay.

28.07 Temporary employees shall receive vacation pay as a percentage of their earnings on each pay equivalent to six percent (6%) and will be entitled to three (3) weeks of unpaid vacation time away from work after the completion of one (1) year of service.

ARTICLE 29 - DESIGNATED HOLIDAYS

29.01 The following days shall be recognized as paid holidays. If any of these days fall on a Saturday or on a Sunday, the Friday preceding, or the Monday following shall be observed as a day off work in lieu thereof. The alternate day shall be determined by the Director of Human Resource Services of the Regional Corporation who shall advise the Union of their decision at least fifteen (15) days prior to the holiday:

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

and two (2) floating days to be arranged between the employee and the supervisor. A request to use Easter Monday, as one (1) of these floating holidays will not be unreasonably denied.

29.02 Employees shall receive payment equal to either one (1) normal day's pay or one-half day's pay at their regular straight time hourly

rate provided they work on their working day immediately preceding and immediately following the holiday or have obtained authorized paid leave of absence.

"Holiday pay" as referred to in this Article will be calculated on the basis of the employee's hourly wage rate multiplied by eight (8) hours or four (4) hours based on the duration of the designated holiday noted in Article 29.01.

29.03 If a designated holiday occurs during an employee's vacation period, they shall be granted another day or, if on vacation on a Half Day holiday, four (4) hours off with pay in lieu thereof.

29.04 Whenever an employee assigned to shift work works on a designated holiday, he/she will be paid at the rate of double time (2X) for all hours worked. In addition, the employee may choose to receive eight (8) hours holiday pay (4 hours holiday pay if a Half Day holiday) or if the employee desires, a day (or 4 hours) off in lieu at a time mutually agreeable to the employee and his/her supervisor.

Appendix B provides designated holiday provisions which specifically apply to employees who are on twelve (12) hour shift arrangements at Burlington, Oakville, and Burloak Water Treatment Plants.

29.05 When any of the designated holidays occurs on a scheduled day off for an employee assigned to shift work, a lieu holiday, equivalent to the appropriate number of hours as noted in Article 29.02, shall be allowed and shall be taken at a time mutually agreeable to the Supervisor and the employee.

29.06 Lieu holidays granted under Articles 29.04 and 29.05 may be accumulated up to a total of five (5) days. During the month of December, the employee will be paid for lieu holidays not taken or scheduled to be taken by the end of the current calendar year.

ARTICLE 30 - HOURS OF WORK

30.01 a) The normal hours of work shall be eight (8) hours per day and forty (40) hours per week. The normal daily hours of work for employees, except those required to work a shift shall be

Monday through Friday inclusive

From 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m. with one half (0.5) hour for lunch,

Or

From 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m. with one half (0.5) hour for lunch.

The selection of the normal daily hours shall be at the sole discretion of the Supervisor. Notwithstanding the hours of work, employees may request or be requested to take their lunch outside the scheduled times. It is understood, that this does not trigger any form of compensation.

- b) The Regional Corporation agrees to consult with the Union on any proposed changes in the hours of work as provided in Articles 30.01 and 30.02.
- c) There shall be a work break of fifteen (15) minutes duration in each half of the working day.
- d) When a lead hand is assigned to work the day shift only, their hours of work shall be in accordance with Article 30.01 a).
- e) Any agreement between the parties with respect to modified shift arrangements shall be attached to and form part of this collective agreement. The Burlington, Oakville and Burloak Water Treatment Plants Twelve (12) Hour Shift Arrangements are attached as Appendix E.
- f) **Notice of Shifts**

Notice of shifts or changes in shifts shall be given seven (7) calendar days prior to their commencement. Where notice of less than seven (7) calendar days is given, except in the case of an emergency the employee will be paid at the rate of double their regular hourly rate for all hours worked on the first shift of their new schedule.

g) Holiday Closure

An employee who is scheduled to be on standby during the Region's holiday closure will have the option of working on non-designated holidays or use vacation/banked time for those days. An employee who chooses to work will not be paid standby during their normal working hours. An employee who chooses to use vacation/banked time will receive the standby premium for those hours.

30.02 Whenever employees are assigned to work shifts in any of the operations of the Regional Corporation, the hours of work shall be eight (8) hours per day and forty (40) hours per week but may be averaged over a two-week period so that employees regularly work ten (10) eight (8) hour days in a two (2) week period.

30.03 The hours of work for plant operators shall be one (1) of the following requirements:

- a) Twenty-four (24) hour (two (2) shifts), seven (7) days per week, operations: as set out in the attached Appendix B (Twelve Hour Shift Arrangements).
- b) Five (5) Day Daytime Operation and Half Day Saturday and Sunday:

The normal hours of work shall consist of five (5) eight (8) hour work days of 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m. and in a scheduled work week may include a half day (four hours) of work on Saturday and/or Sunday from 7:30 a.m. to 11:30 a.m.

Where an employee works half (1/2) day(s) on Saturday and/or Sunday, another half (1/2) day, or day off, as the case may be, will be provided with pay at basic rate on the following Friday. Where two (2) employees in the same plant work a half (1/2) day(s) on Saturday and/or Sunday, another half (1/2) day or day off will be provided with pay at the basic rate to one employee on the Monday following the weekend.

In any week in which an employee works five (5) eight (8) hour shifts, four (4) hours on Saturday and/or four (4) hours on Sunday, they shall be paid an extra two (2) hours pay at basic rate for each Saturday and/or Sunday so worked. In any week in

which a designated holiday falls, the employee normally scheduled to work that day shall work a half day (four hours) on that holiday and be paid an appropriate overtime rate.

ARTICLE 31 - OVERTIME

31.01 An employee shall receive paid overtime of:

- a) One and one-half (1 ½) times the employee's basic rate of pay:
 - i) For the first four (4) hours of overtime worked in the eight (8) hours following the employee's normal end of shift; and
 - ii) For all overtime worked on a Saturday with the exception of continuous overtime hours noted in 31.01 b); and
 - iii) For shift workers, on the eleventh (11th) and thirteenth (13th) days, as the case may be, except as provided in 31.01.
- b) Double the employee's basic rate of pay will be paid for all other overtime worked. The double time rate also applies to continuous overtime worked which begins on the Friday that continues into the Saturday as it applies to 31.01 a) i).

31.02 Overtime Distribution and Equalization

- a) The equitable distribution of overtime shall be determined on a three (3) month basis for the periods January 1st – March 31st, April 1st – June 30th, July 1st – September 30th, and October 1st – December 31st.
- b) Effective the first day of the period, all overtime hours will start at zero and overtime will be offered on a seniority basis until the first overtime is recorded for the period.
- c) An employee who indicates availability for overtime is expected to work the overtime when offered. If an employee refuses three (3) overtime opportunities offered within a six (6) month period as in Article 32.01 a), for which they have indicated

availability, they will be ineligible for subsequent overtime opportunities for a period of six (6) months, unless there is acceptable extenuating circumstances.

31.03 Overtime Distribution Within the Work Group

- a) A “Work Group” for the purposes of overtime, shall be defined as a group of employees within the same classification and at the same facility.
- b) Overtime opportunities shall be offered to employees on a rotating basis according to accumulated overtime reconciled on a daily basis by the appropriate supervisor or their designate to those employees in their work group that are normally assigned to such work. The applicable overtime list will be posted in each facility at the end of each pay period.
- c) Overtime opportunities shall be offered to employees within the work group, provided the employee is competent to perform the work, in the following order:
 - i) Full-time employees;
 - ii) Temporary employees

Consideration will be made to allow employees currently performing the work to continue the performance of this work beyond their scheduled hours; this shall be an exception to the above.

- d) It shall be the responsibility of each employee to notify their immediate supervisor at the commencement of their assigned shift if they are available to be called for overtime opportunities and provide a phone number to be contacted at. Employees who do not provide a phone number, will not be contacted.

31.04 Overtime Distribution Outside the Work Group

- a) When there are insufficient employees available from a work group, the supervisor shall offer the overtime opportunities to those who are qualified but who are not normally assigned to perform the work in the following order:

- i) Employees in the classification in a different facility;
 - ii) Employees in the division;
 - iii) Employees in the department
- b) Any employee wishing to work outside of their work group and/or classification must notify the immediate supervisor of the other work group of their intention and availability for overtime opportunities in writing every three (3) months.
- c) If an employee works outside of their classification, the employee shall be paid the job rate for the classification being performed during the overtime opportunity.

31.05 Accumulation of Time in Lieu for Payment of Overtime

- a) Lieu time is time taken off work with pay, in lieu of accepting overtime pay. Lieu time is banked at the applicable overtime rate for authorized overtime hours worked.
- b) The maximum number of hours that can be accumulated to be taken as time off in lieu will be eighty (80) hours per calendar year. There will be no carryover of lieu time to the following year. As at December 31st, the remaining balance of accumulated time in lieu will be paid out at the employee's regular wage rate.
- c) An employee requesting to utilize their banked lieu time must receive prior approval from their supervisor. In no circumstance will an employee take more than forty (40) lieu time hours off at one time.
- d) An employee will not be allowed to accumulate another employee's hours.

31.06 Unscheduled Overtime and Breaks

“Unscheduled Overtime” for the purposes of this section, is defined as overtime scheduled with less than twenty-four (24) hours’ notice.

During periods of unscheduled overtime work, employees will be allowed a one-half hour break from work with pay at overtime rates of pay to be applied:

- a) at the end of two (2) hours of overtime, provided the employee is required to work longer than the two (2) hours, and
- b) every four (4) hours thereafter.

31.07 Meal Allowance

When an employee is required to work overtime in excess of three (3) hours beyond the end of their normal day, an employee may claim a meal allowance of up to \$15.00 by submitting an original receipt for reimbursement.

31.08 Rest Period

- a) An employee shall be entitled to a rest period if they have accumulated 13 hours of actual work time in a 24-hour period and has not had at least eight (8) continuous hours off.
- b) Where the employee qualifies for a rest period of eight (8) continuous hours free from work and the rest period overlaps with the start of the employee's next regularly scheduled shift, the employee will be paid regular wages for the period of overlap and will not be required to attend work for that period. At the discretion of management, an employee may have the option to utilize accumulated banked time in lieu of overtime instead of reporting to work for the balance of the remaining hours of their shift.

ARTICLE 32 - STANDBY AND CALL-OUT

32.01 Standby

- a) Where standby is regularly scheduled, it shall be scheduled and posted every twelve (12) months posted no later than December 1st for the following calendar year.

- b) When an employee is required to standby, the Regional Corporation will pay a standby allowance of three dollars (\$3.00) per hour. The Standby allowance will increase to \$3.50 effective January 1, 2025, \$4.00 effective January 1, 2026, \$4.50 effective January 1, 2027, and \$5.00 effective January 1, 2028.
- c) Any employee required to work standby may, by submitting the appropriate request form and with approval of their immediate supervisor, be relieved of their standby duty provided another employee is willing to replace them. Such approval will not be arbitrarily withheld. To ensure an equitable distribution of standby, all employees are required to work a minimum of 50% of their assigned standby.

32.02 Call Out

When an employee is called out at other than the normal hours of work or scheduled shift hours a minimum call out of three (3) hours will be paid at the applicable overtime rate, except in the following circumstances:

- a)
 - i) When an employee who is on standby deals with a Regional concern/issue via phone, they will be paid one (1) hour at the prevailing overtime rate.
 - ii) Employees on standby who utilize the Region's lap-top computer to correct an operational problem will be compensated for one (1) hour at the prevailing overtime rate.
 - iii) If a specific situation with respect to a telephone call or the use of a lap-top computer exceeds one (1) hour in duration, then the employee will be compensated any additional hours.
- b) When two (2) or more calls fall within the same three (3) hour period, the time will be continuous.
- c) When the call out falls within ninety (90) minutes of the commencement of the employee's regularly scheduled shift

they shall be paid overtime for the hours worked prior to the commencement of their shift in accordance with the overtime provisions of Article 31. Employees called out more than ninety (90) minutes before the commencement of their regularly scheduled shift shall be paid call out pursuant to this article.

- d) In all other circumstances, when the call out is less than (90) minutes in duration, call out pay will be based on the rate in effect at the commencement of the call out. If the call out is ninety (90) minutes or more in duration, the call out pay will be based on the overtime rates payable had the employee actually worked the full three (3) hours.

ARTICLE 33 - SHIFT PREMIUMS

- 33.01** Those employees who are scheduled to work and who work in the period from 4:00 p.m. to 7:00 a.m. the following day will be paid a shift premium of two dollars (\$2.00) per hour.
- 33.02** No shift premium shall be paid for any shift of eight (8) hours or less duration, which starts and ends in the period from 6:00 a.m. to 6:00 p.m.
- 33.03** Those employees who are scheduled to work and who work in the period from Friday midnight to Monday 7:00 a.m. will be paid a shift premium of two dollars (\$2.00) per hour in addition to other wages and premiums.
- 33.04** These premiums will not be paid when the overtime rates are in force.

ARTICLE 34 - CLOTHING

- 34.01** Whenever an employee is required to work outside in unusually inclement weather, the Regional Corporation will provide protective rain wear. This rainwear will be replaced as needed on a turn in basis.

34.02 Employees will be provided with rubber boots, insulated rubber boots (on a required basis), hip waders and work gloves and glove liners on a turn-in basis where the requirements of the job so demand in the opinion of the immediate supervisor.

34.03 The Regional Corporation shall provide the following clothing.

For the purposes of this agreement, the term "unit" shall consist of:

- i) one (1) pair of coveralls/overalls, or
- ii) one (1) pant/shirt combination, or
- iii) five (5) t-shirts

No more than one (1) unit can be requested from iii) above.

- a) Wastewater Plant personnel - a total complement of eleven (11) units of clothing. All clothing to be laundered.
- b) Water Treatment Plant personnel - a total complement of eleven (11) units of clothing. All clothing to be laundered.
- c) Plant Maintenance personnel - a total complement of eleven (11) units of clothing. All clothing to be laundered.
- d) Fleet Services personnel - a total complement of eleven (11) units of clothing. All clothing to be laundered.
- e) Water Distribution and Wastewater Collection personnel - a total complement of eleven (11) units of clothing. All clothing to be laundered.
- f) Probationary Employees - a total of eleven (11) units of clothing. All clothing to be laundered or not as defined in each group above.
- g) The immediate supervisor will stock one (1) additional coverall of each size; small, medium, large or extra-large, depending on the size of employees in their work area.

- h) One (1) 3-Way jacket with hood to all employees. Where there is abnormal wear due to extenuating job circumstances, the Regional Corporation agrees to replace the 3-way jacket on a turn-in basis. Where due to sizing restrictions a 3-way jacket is not available, a parka will be substituted.
- i) One (1) pair of insulated coveralls will be available for any employee required to work in inclement weather. These will be replaced as needed, on a turn-in basis process.

34.04 Safety Boots

The Regional Corporation will pay four hundred dollars (\$400.00) once per calendar year toward the cost of approved safety boots. This allowance may be split into two separate purchases provided they total no more than \$400 annually. Where there is abnormal wear due to extenuating job circumstances, the Regional Corporation agrees to replace safety boots on a turn-in basis. Allowances will be paid upon submission of an original receipt. In the case of damaged or defective boots, the original receipt will be made available to the employee to return the merchandise.

34.05 Health and Safety

The Region shall provide safety equipment and protective clothing where it is required. Such safety equipment and protective clothing shall be worn by employees as required. The provision of the standard clothing complement and safety boots shall be in accordance with Article 34.03 and 34.04.

ARTICLE 35 - INSIDE WORK

- 35.01** When adverse weather conditions exist, the Corporation will endeavour to provide inside work wherever possible but does not guarantee to do so. The Supervisor shall be the sole judge of whether inside work is available.

ARTICLE 36 - TOOLS AND EQUIPMENT

- 36.01** With the exception of Licensed Vehicle Mechanics and Millwrights, employees shall be supplied with the tools and equipment required to perform their duties as determined by the Commissioner of Public Works or their designated representative. All such tools and equipment shall be and shall remain the property of the Regional Corporation.
- 36.02** The Regional Corporation will pay a Licensed Vehicle Mechanic and a Millwright supplying the tools originally, a tool allowance as follows:

Year	Licensed Vehicle Mechanic	Millwright
2024	\$1100	\$650
2025	\$1300	\$700
2026	\$1500	\$750

The Region will insure the tools of each with the employee paying any deductible amount (\$250.00) in the event of a claim. Allowances will be paid upon submission of an original receipt. In the case of damaged or defective tools, the original receipt will be made available to the employee to return the merchandise.

ARTICLE 37 - BULLETIN BOARDS

- 37.01** The Regional Corporation shall provide Union Bulletin Boards at its work centres for the posting of notices and other information bulletins.

ARTICLE 38 - MILEAGE ALLOWANCE

- 38.01** The rate of mileage paid to an employee using their personal vehicle for the Region’s business will be in accordance with the policy established by the Regional Corporation but in no case shall be less than 34 cents per km.

ARTICLE 39 - WAGE RATES AND JOB CLASSIFICATIONS

- 39.01** The hourly wage rates and job classifications shall be as set out in Schedule "A" attached hereto and forming part of this agreement.

The Employer and the Union agree to maintain the Joint Job Evaluation Plan dated February 23, 2004, through the established Joint Job Evaluation Committee. The parties further agree that all maintenance of the Plan will be in accordance with the Terms of Reference agreed to and signed by the parties April 3, 2003 (19 pages in length).

39.02 Progressions within the job classifications as set out in Schedule "A" shall be based on the employee being qualified and performing the requirements of the job to the satisfaction of the Commissioner of Public Works or their designate, and achieving the necessary criteria as outlined in the Ministry of the Environment, Conservation and Parks (M.E.C.P.) Guidelines.

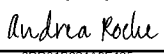
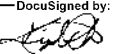
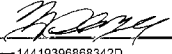

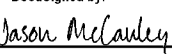
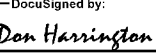

ARTICLE 40 - DURATION

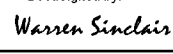


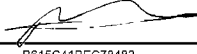
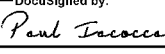
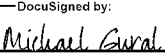
40.01 This agreement shall be effective January 1, 2024 and shall remain in full force and effect until the 31st day of December 2028 and from year to year thereafter subject to notice as provided in the *Ontario Labour Relations Act*.

DATED AT OAKVILLE, ONTARIO THIS, THE 23rd DAY OF JANUARY 2025.

FOR THE REGIONAL MUNICIPALITY OF HALTON

FOR THE LOCAL, 2620 THE CANADIAN UNION OF PUBLIC EMPLOYEES

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SCHEDULE A – WAGES

Level	Job Title /Classification	3.5%	3.5%	3.25%	3.25%	3.0%
		Effective Jan. 1, 2024	Effective Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan. 1, 2028
1	Water Plant Labourer	\$31.07	\$32.16	\$33.21	\$34.29	\$35.32
2	Maintenance Assistant Water Meter Technician	\$32.00	\$33.12	\$34.20	\$35.31	\$36.37
3	Wastewater Treatment Operator OIT Wastewater Collection Operator OIT Water Treatment Operator OIT Water Distribution Operator OIT	\$33.92	\$35.11	\$36.25	\$37.43	\$38.55
4	Wastewater Treatment Operator I Wastewater Collection Operator I Water Treatment Operator I Water Distribution Operator I	\$35.00	\$36.23	\$37.41	\$38.63	\$39.79
**4a	Water Distribution Operator I +1 License Wastewater Collection Operator I +1 License	\$36.25	\$37.52	\$38.74	\$40.00	\$41.20
5	Wastewater Treatment Operator II Wastewater Collection Operator II Water Treatment Operator II Water Distribution Operator II	\$36.51	\$37.79	\$39.02	\$40.29	\$41.50
**5a	Water Distribution Operator II +1 License Wastewater Collection Operator II +1 License	\$37.76	\$39.08	\$40.35	\$41.66	\$42.91
6	Wastewater Treatment Operator III Wastewater Collection Operator III Water Treatment Operator III Water Distribution Operator III	\$38.66	\$40.01	\$41.31	\$42.65	\$43.93
**6a	Water Distribution Operator III +1 License Wastewater Collection Operator III +1 License	\$39.81	\$41.20	\$42.54	\$43.92	\$45.24
7	Wastewater Treatment Operator IV Wastewater Collection Operator IV Water Treatment Operator IV Water Distribution Operator IV	\$41.42	\$42.87	\$44.26	\$45.70	\$47.07
8	Sub-foreperson Wastewater Treatment Operations Sub-foreperson Wastewater Collection	\$43.71	\$45.24	\$46.71	\$48.23	\$49.68

	Sub-foreperson Water Treatment Operations					
	Sub-foreperson Water Distribution					
TRADES Footnote						
*Trades are excluded from the above levels due to market sensitive pay rates.						
	*Skilled Trades	\$42.11	\$43.58	\$45.00	\$46.46	\$47.85
	*Motor Vehicle Mechanic 310S					
	*Motor Vehicle Mechanic 310T					
	*Motor Vehicle Mechanic 310S + 310T	\$43.17	\$44.68	\$46.13	\$47.63	\$49.06
	Sub-foreperson Plant Maintenance	\$44.21	\$45.76	\$47.25	\$48.79	\$50.25
	Sub-foreperson Motor Vehicle Mechanic	\$45.30	\$46.89	\$48.41	\$49.98	\$51.48

*** Exceptions made for banding purposes**

**** +1 License must be a Level 1 License or above**

1. **Lead hand Premium when designated by the Commissioner of Planning & Public Works or designate – two dollars (\$2.00) per hour over the employee’s established hourly wage rate.**
2. **Probationary Rate – twenty (20) cents per hour less than the Hourly Wage for all job classifications.**
3. **Entry Level employees for Systems/Plant Operations will be paid at \$0.50/hour less than the O.I.T. rate until they obtain their O.I.T. designation.**
4. **Nothing in this agreement will affect the placement of employees currently in receipt of a “skilled through experience” rate.**
5. **A training/mentoring premium of \$1.00/hour will be paid for:**
 - a) **Time spent preparing and delivering formal training (not orientation or mentoring of co-workers), or provided the assignment is for one (1) hour or longer and is authorized by a manager or their delegate.**
 - b) **Mentoring an apprentice as part of their formal apprenticeship program as approved by management.**
6. **Heavy Equipment Operator (HEO) Premium – paid two dollars (\$2.00) per hour over the employee’s established hourly wage rate when an employee performs HEO duties as authorized by a Manager or their designate.**
7. **Operators working in Water/Wastewater Systems are required to possess and maintain a minimum OIT license in both Water Distribution and Wastewater Collection.**

**THE REGIONAL MUNICIPALITY OF HALTON
BY-LAW NO. 68-74
A BY-LAW TO PROVIDE A SICK LEAVE CREDIT PLAN**

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HALTON HEREBY ENACTS AS FOLLOWS:

1. A sick leave plan is established for all persons who are employed, on a full-time basis, by the Regional Municipality of Halton. Employees who:
 - a) are employed on a fixed-term contract for a period of less than one year are not eligible to participate in this Plan,
 - b) Are required to work regularly for not more than 30 hours per week regardless of the contract term, are not eligible to participate in this Plan.
2. The plan shall be deemed to have been established on January 1, 1974 and any benefits heretofore received in 1974 by an employee of the Regional Corporation shall be deemed to have been benefits derived from this plan.
3.
 - a) An employee may claim the benefits of this plan when absent from their place of employment because of illness.
 - b) The benefits are set forth in Schedule "A" hereto.
 - c) When benefits are received under this Plan and the employee returns to work as provided herein, the employee's total weeks of benefit shall be reinstated only after they complete four weeks of work without further absence.
4. In this by-law, illness means:
 - a) A physical or mental disability which in the discretion of the employee or Employer renders the employee unable to fulfil, reasonably or capably, the requirements of their job for a period of more than three hours in a working day and not more than five (5) working days; (herein called a Class I illness).

- b) A physical or mental disability, the result of which is such that the employee is incapable of returning to work after an absence there from for more than five (5) consecutive working days (whether or not one of both are holidays as recognized by the Regional Corporation) herein called a Class II illness.
- 5.
- a) The benefits of this plan are available to eligible employees and are based on the length of service of the employee in the employment of the Regional Corporation, which time period shall be known as “credited service” notwithstanding Clause 5 (b) (i) hereof.
 - b) Persons employed prior to January 1, 1974 by local municipalities or local boards but not including Police Commissions, as defined in the Regional Municipality of Halton Act, R.S.O. 1980, Chapter 436, as amended, or by the Region of Halton or any of its Boards or Committees, shall be deemed to have “credited service” equivalent to the length of service as employees of the aforementioned bodies provided however:
 - i) that as employees of the said bodies, they would have been “eligible” as defined in subsection (a) hereof; and
 - ii) that the length of time of employment at no time was interrupted by a voluntary termination of employment in excess of three months.

If either of the foregoing provisions is applicable, then in the case of Subsection 5 (a), the length of service shall not include the time period when the employee was not “eligible” and, in the case of Subsection 5 (b) the length of service calculation is to commence at the most recent time of return to employment. This paragraph is applicable only during the year 1974 and not to any persons who commence employment thereafter.

6. If an employee claims entitlement to the benefits of the Sick Leave Plan by virtue of a Class II illness, then the following conditions must be fulfilled by the employee:
- a) Evidence of disability shall, (unless the need for it is waived by the Manager to which the employee is responsible) be in

writing and signed by a medical physician who has examined the employee during this period of disability and attests to the disability in their opinion.

- b) Evidence must be provided every subsequent 20 days of continuous absence, in a form similar to that required by Subsection 6 (a) and, in addition, it shall include a statement as to when, in the physician's opinion, the employee is able to return to work.
- c) If required by the Director of Human Resource Services, a release and direction to allow the employee's medical records to be delivered to a physician of the Regional Corporation's choice for an independent opinion will be provided.
- d) Notwithstanding any other provisions of this by-law before any person is eligible to receive any benefits in this plan, their shall have an examination by a qualified medical practitioner approved by the Director of Human Resource Services and the medical report shall confirm that the person is free from any ailment or disease which might cause absence from work and that the employee is capable of the work to be performed.

The Director of Human Resource Services may allow a person to commence employment, conditional upon a satisfactory report being submitted as required herein, within two weeks, but in no case shall the person be paid until the report is received.

- 7. An employee who is unable to report to work because of illness shall notify their immediate Supervisor or Manager at the commencement of their normal workday.
- 8. An employee who has been absent for illness on four occasions in the calendar year, shall be paid as provided herein, commencing on the third working day of the absence for all subsequent occasions of absence in the calendar year, except if confined to hospital, when pay shall commence on the First working day of each absence.
- 9. An employee persistently claiming leave for illness shall be subject to an investigation by a Board of Review, consisting of the Medical

Officer of Health, the Director of Human Resource Services, and the Head of the Department concerned. The Board of Review shall consider all relevant matters pertaining to the employee's leave for illness and shall take such action as may be necessary in regard to the employee's continued employment.

10. An employee may not claim benefits under the Sick Leave Credit Plan if any of their absences result from illness and injury, for which the employee is entitled to Workplace Safety & Insurance benefits, arising out of the performance of work for gain for any other employer.
11. When an employee is absent from work because of illness and exhausts the benefits of the provisions of this by-law, the continuance of their employment shall be subject to review by the Regional Corporation. When the employee returns to work, they shall submit a statement from their personal physician confirming that they are capable of performing their duties, and if deemed necessary, the Director of Human Resource Services may require the employee to be examined by any other qualified medical practitioner.
12.
 - a) Subject to Section 13 hereof, an employee who, prior to becoming an eligible employee of the Regional Corporation, participated in a sick leave benefit plan that provided for accumulation of sick leave credits, which were eligible under that plan to be convertible into a cash equivalent on termination of employment shall, on termination of employment with the Regional Corporation, be paid the cash equivalent available to them as of December 31, 1973. Unless waiver as provided under Subsection 13 (b) is exercised by the employee, interest shall be paid annually commencing December 31, 1974, on the cash equivalent based on the rate paid by the Regional Corporation on July 1st, preceding the payment date.
 - b) When an eligible employee has credited service, as defined herein in Subsection 5 (b), in excess of one calendar year, and, when such credited service was accumulated under the Sick Leave Credit Plan with an employer described in Subsection 5 (b) hereof, which provided for vesting of Sick Leave Credits, and, when not less than 60% of the total number of days to

which they would have been entitled under the previous plan, still remained to the credit of the respective employee as of December 31, 1973, then, notwithstanding any other clause herein contained, if the employee would have been entitled to the vesting of these accumulated credits had they continued in the service of their former employer, they shall be entitled to the cash equivalent of these credits accumulated as of December 31, 1973, provided they continue as a full time employee of the Regional Municipality of Halton and completes the balance of service time required under the former plan for the non-vesting credits to “vest” and provided they were an employee of the Regional Municipality of Halton as of January 1, 1975.

13. a) When an employee who has credited service, exclusive of Subsection 5 (b), in excess of 10 years, retires from their employment with the Regional Corporation and they elect to claim their pensionable benefits under the Regional Corporation’s pension plan, they are, in addition to any other benefits, entitled to the following:

CREDITED SERVICE BENEFITS

10 years	four (4) week’s pay, plus a fully paid life insurance policy of \$2,000 payable at death.
15 years	six (6) week’s pay, plus a fully paid life insurance policy of \$2,000 payable at death.
20 years and over	eight (8) weeks’ pay, over plus a fully paid life insurance policy of \$2,000 payable at death.

- b) Provided that if an employee otherwise eligible for benefits under Section 12 hereof elects in writing on or before September 1, 1974, to waive the accumulation of convertible benefits they would be entitled to, they shall be entitled to include the provisions of Subsection 5 b) when calculating credited service for Subsection 13 a).

c) Notwithstanding any other provisions of this by-law, the benefits provided for in Subsections 13 a) and 13 b) are available only to employees eligible for the benefits of this plan after September 1, 1974.

14. Where an employee is entitled to benefits under this plan for an absence which falls on a holiday recognized by the Regional Corporation, they shall not be entitled to, nor be paid for, both sick leave benefits and the designated holiday, on the day in question. But this paragraph shall not be construed as to affect the provisions and requirements of Section 6.

15. a) If the Regional Corporation is deprived of the services of an employee by reason of illness, accident, or injury which is compensable pursuant to the *Workers' Compensation Act* of Ontario, R.S.O. 1970, Chapter 539, as amended, and which occurred during the course of their employment with the Regional Corporation, then the employee is not entitled to any benefits of this plan unless they elect and agree to take the compensation provided by *the Act*.

b) i) Employees who have illnesses, accidents or injuries which are compensable pursuant to the *Workers' Compensation Act* and who have elected to take the compensation provided by *the Act* are entitled to the benefits of this plan insofar as same are applicable except that in no event shall full pay benefits be paid after the expiry of one year from the compensable illness, accident, or injury.

ii) For the purposes of this section, the words "full pay" mean the wages to which an employee would have been entitled after all normal deductions have been made inclusive of income tax.

N.B. This document is an office consolidation of by-law no. 68-74 as amended by By-laws No. 137-74, 44-75, 63-75, 24-82 and 16-88
BY-LAW NO. 68-74

SCHEDULE A – SICK LEAVE CREDITS

Credited Service	Clm. #1 Work Weeks @ Full Pay	Clm. #2 Work Weeks @ 2/3 Pay	Total Weeks of Benefit
3 Months	3	12	15
6 Months	4	11	15
1 Year	6	20	26
2 Years	8	18	26
3 Years	9	17	26
4 Years	10	16	26
5 Years	11	15	26
6 Years	12	14	26
7 Years	13	13	26
8 Years	14	12	26
9 Years	15	11	26
10 Years	16	10	26
11 Years	17	9	26
12 Years	18	8	26
13 Years	19	7	26
14 Years	20	6	26
15 Years	21	5	26
16 Years	22	4	26
17 Years	23	3	26
18 Years	24	2	26
19 Years	25	1	26
20 Years	26	0	26

APPENDIX A - EARLY RETIREE BENEFITS

CUPE Local 2620

WHO IS ELIGIBLE?

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

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

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

WHAT ARE THE BENEFITS?

Extended Health Care

- Vision Care - \$150 every 24 months.
- No semi-private hospital coverage (ward only).
- Diagnostic Services – laboratory and x-ray services performed in a hospital are covered.
- Medical services – ambulance, medical equipment and dressings will be covered.
- Drugs based on the Ontario Drug Benefit Plan will be eligible, plus Life Sustaining Drugs with no overall maximum. The co-insurance on the drugs is 80% to \$2,000, then 100%.
- Prescription Drug Dispensing Fee will be capped at \$5.00 and any amount over that will be the responsibility of the employee.
- Private duty nursing is covered, to a maximum of \$5,000 per year.

Dental

- No deductible.

- Basic services covered at 100%, Major services covered at 50%.
- Maximum per calendar year - \$1,000.
- Coverage is based on a two-year lag in the O.D.A.

Dental benefits include:

- Examinations – includes complete oral examinations once every 3 years and recall oral examinations once every 12 months.
- Consultations – with patient (maximum 2 units every 12 months) or with a member of the profession.
- Radiographs – includes complete series intra oral films once every 3 years, panoramic films once every 3 years, bitewing films once every 12 months.
- Diagnostic Services – includes bacteriologic tests, biopsy and cytological tests.
- Preventive Services – includes polishing (one unit of time once every 12 months), scaling, preventive recall packages once every 12 months, fluoride treatment, oral hygiene instruction and reinstruction once every 12 months.
- Fillings
- Endodontic Services – includes root canal therapy, surgical and emergency services.
- Periodontic Services – includes periodontal surgery, root planning and occlusal equilibration (8 units of time every 12 months)
- Surgical Services – includes extractions, surgical incision/excision and frenectomy
- Anaesthesia
- In-office and Commercial Laboratory Charges – when applicable to the covered benefits.

Deluxe Travel (Out of Country Medical)

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

APPENDIX B - TWELVE (12) HOUR SHIFT ARRANGEMENTS

BURLINGTON, OAKVILLE AND BURLOAK WATER TREATMENT PLANTS

DEPARTMENT OF PUBLIC WORKS

REGIONAL MUNICIPALITY OF HALTON

This memorandum of agreement will confirm the understanding between the parties with respect to a twelve (12) hour shift arrangement at the Burlington, Oakville and Burloak Water Treatment Plants.

The provisions of the collective agreement between the Regional Municipality of Halton and the Canadian Union of Public Employees, Local 2620, shall apply except where specifically amended in this document.

1. **LOCATION**: The twelve (12) hour shift schedule for the duration of this arrangement will be limited to the Burlington, Oakville and Burloak Water Treatment Plants.
2. **PARTICIPATION**: All Plant Operators of the Burlington, Oakville and Burloak Water Treatment Plants must participate in the attached shift(s) Appendix E. To facilitate vacation scheduling, a six-month shift schedule for each Water Treatment Plant will be posted by February 1st for the period of April 1st to September 30th.
3. **OVERTIME**: Employees required to work beyond their normal shift will be paid at a rate of one and one-half (1.5) times their basic hourly rate (as noted in Schedule "A" of the collective agreement) for all hours worked in excess of twelve (12). For the purpose of determining the applicability of clause 31.02 of the collective agreement, the first four (4) days of an employee's scheduled days off in each pay period shall be deemed to be Saturdays and Sundays respectively. As well, there cannot be more than four (4) such days in each pay period. The appropriate days (that is, those days which will be considered to be Saturday and Sunday for these purposes) will be enumerated on the shift schedule.
4. **SHIFT PREMIUMS**: The usual hours of work will involve a day shift for the period 7:00 a.m. to 7:00 p.m. An employee working the day shift

would receive four (4) hours of shift premium and the employee working the evening shift would receive twelve (12) hours of shift premium. Additionally, the usual weekend shift premium would apply for all hours worked on a Saturday or Sunday.

5. **MEAL BREAKS**: There will be two (2) paid one-half (1/2) hour breaks and two paid one-quarter (1/4) hour breaks during a twelve-hour shift.

6. **DESIGNATED HOLIDAYS**: When any of the designated holidays occurs on a scheduled day off, the employee will be paid twelve (12) hours “holiday pay” or a lieu holiday. If a Half Day holiday, the employee will be paid six (6) hours “holiday pay” or six (6) lieu hours off. The lieu day or lieu hours may be taken on a day shift at a time mutually agreeable to the Supervisor and the employee.

An employee required to work on a designated holiday will receive either, at their choice:

- a) Pay at the rate of double time for all hours worked on the holiday, in addition to a lieu holiday of twelve (12) hours, to be taken at a time mutually agreeable to the employee and their supervisor, or
- b) Pay at the rate of double time for all hours worked on the holiday in addition to holiday pay of twelve (12) hours.
- c) An employee working shifts that is assigned to an eight (8) hour shift at the time of the holiday will receive payment in accordance with articles 29.02, 29.03, and 29.04.

When an employee’s shift includes part of a designated holiday or when it is a Half Day holiday, only that portion of the designated holiday, which is worked, will be paid at the applicable overtime rate.

7. **SICK LEAVE BY-LAW 68-74**: An employee claiming sick leave will be paid according to the Sick Leave By-Law, but on the basis of a forty (40) hour work week. In other words, each day off will be paid at twelve (12) hours but recorded as one and one-half (1.5) days of sick leave.

8. **STANDBY**: Standby will be administered in accordance with Operations Practice #7 and a schedule will be posted.
9. **VACATIONS**: Each day of vacation on twelve (12) hour shift will be paid at twelve (12) hours and will be recorded as one and one-half days of vacation.
10. **BURLOAK WATER TREATMENT OPERATORS MONITORING STATIONS**
Water Treatment Operators at the Burloak Water Treatment Plant, at the Supervisor's discretion, may be assigned to monitor Stations outside of normal working hours.
11. **DAY SHIFT ASSIGNMENT**: The Employer may assign operators to the day shift for an extended period of time. The duration of such assignment will be determined by the circumstances and nature of the work, project or task. If the duration of a day shift assignment is expected to be greater than six months, the position shall be posted as an Expression of Interest for employees at the facility. When filling an Expression of Interest, the Employer will give primary consideration to qualifications, skill and ability to do the required duties. Where qualifications, skill and ability are relatively equal, greater seniority shall be the deciding factor.

APPENDIX C - APPRENTICESHIP PROGRAM

The parties agree that it is desirable to have apprenticeship programs in the workplace. The following constitutes the terms and conditions of a pilot apprenticeship program and the rights and entitlements of the apprentice in the apprenticeship program.

Apprenticeship opportunities will be established by the Region based on any anticipated departmental expansion and succession planning. Upon successful completion of the apprenticeship program, the apprentice will be placed in a permanent full-time position within their classification. The language set in this program will replace/ supersede Appendix "C".

Terms of Apprenticeship:

1. All parties involved in the apprenticeship training will strive to provide the apprentice with a broad exposure to all aspects of the trade to ensure full competency upon completion.
2. The Region will ensure that apprentices are given the necessary on-the-job practical training.
3. Apprentices must be registered with the Ontario Ministry of Training, Colleges and Universities and/or Skilled Trades Ontario. A contract of apprenticeship between the Region and the apprentice must be signed.
4. All terms and conditions of employment for employees shall be outlined in the collective agreement unless these terms are specifically altered by contract language applicable to the apprentice.
5. Any employee engaged in a Regional apprenticeship program will be expected to maintain a minimum passing grade. Repeated failure to maintain minimum passing grades may affect employment status. The parties recognize that Article 15.03 will apply to internal applicants.
6. Apprentices will be deemed to have successfully completed the apprenticeship program upon submitting a copy of their Certificate of Qualification (C of Q) to the Region. As a permanent full-time employee, the newly licensed journeyman will be entitled to all rights and entitlements of the CUPE Local 2620 Collective Agreement. Where there is a vacant Trades FTE, the apprentice will be placed in that FTE without competition.

7. All applicants for an apprenticeship position will be paid the applicable prorated portion of the journeyman’s rate. This prorated percentage will be as per the attached pay structure chart.

APPRENTICE RATES

Level /Term	Hourly Rate
Start	* 60%
After 6 months	* 65%
After successful completion of 1 st School Term	* 70%
After successful completion of 2 nd School Term	* 80%
After successful completion of 3 rd School Term	* 90%
The hourly wage is a percentage of the Journeyman’s rate. Internal applicants start at 70% of the Journeyman’s rate. Newly hired apprentices will be given credit for accredited school term levels of the apprenticeship.	

8. Payment of prorated percentages are contingent on the apprentice fulfilling the required number of worked hours for the applicable term. Prolonged periods of absence will not be credited towards term (wage) increases.
9. The length of each apprenticeship should be a maximum of five (5) years depending upon the trade, comprised of in-school and practical training. Further time may be approved after consultation with management and the Union. The apprenticeship pay rate chart may be adjusted, with the participation and agreement of the Union, for unforeseen circumstances.
10. Apprentices will have job posting privileges while in the apprenticeship program. It is incumbent on the apprentice to discuss with/notify their Supervisor/ Manager/ Union if they are choosing to leave the apprenticeship program before any position is applied for. All job postings that the apprentice applies to must be brought to the attention of management and the Union.
11. Apprentices will have two (2) attempts to successfully pass and achieve their Certificate of Qualification (C of Q). For a period of six (6) months after receiving the results of the second (2nd) unsuccessful examination, apprentices hired from within the bargaining unit will continue to accumulate seniority and may, should they choose to end their apprenticeship, apply to available vacancies as per Article 15 and/or be transferred as per Article 16.

12. The Region will recognize that Motor Vehicle Mechanics are required to carry two mechanic trade licenses, a 310S and a 310T. Therefore, a Motor Vehicle Mechanic will need to serve two (2) apprenticeships. Upon completion of their first trade license, or being hired with one license, adjustments may be made to aid the apprentice in achieving their second trade license. All arrangements must be agreed upon by both management and the Union.
13. When a Fleet Motor Vehicle Mechanic is hired with one (1) trade license and are achieving their second, their prorated pay will be based on the differential between the pay rates of their current rate and the dual license rate.
14. Apprentices are employees in training and therefore will not be entitled to perform standby on their own. They may “shadow” their apprenticeship mentor on standby. All standby pay and applicable overtime pay rates will apply to the apprentice. Continuous and scheduled overtime will apply as per Article 31.03 c).
15. All school training shall be paid for by the Region including tuition, books, authorized expenses, and the employee’s wages as per Article 17.03 of the collective agreement. If the apprentice was hired from within the bargaining unit, this will also include their entitled benefits as per the collective agreement.
16. The Union will recognize the use of “day release” training wherever possible to lower costs to the Region.
17. Apprentices shall be entitled to a tool allowance, same as licensed journeymen, as laid out in Article 36.
18. As per Article 8.01, no fulltime employee shall be laid off while the Region has an apprentice in training for the trade affected by the layoff. Article 8.03 shall also apply.
19. Any tradesperson providing direct mentorship/ supervision of an apprentice shall receive the training/mentoring premium as laid out in Schedule A – Wages, Line #5.

APPENDIX D - TRAINING

1. Payment for renewals, exams and upgrades.
 - i) The Region will reimburse employees for the renewal of up to two (2) licenses. For clarity, employees will be required to possess the required licensing upon hire, reimbursement will be provided following the completion of probation. Payment will be provided upon submission of the certificate and an original receipt.
 - ii) The Region will pay the fees for exams and upgrades to an employee's license. Employees will be required to provide the Employer with a copy of the Exam Confirmation letter and the Exam Results letter as issued by the Ministry of the Environment, Conservation and Parks' (M.E.C.P.) designated certification body.
2. The Region will cover the cost of medical examinations for DZ licenses, where required for their position, up to a maximum of \$150 in accordance with the Ministry of Transportation requirements.
3. Provide where needed, Ministry of the Environment, Conservation and Parks (M.E.C.P.) examination preparation training.

This involves material that will be covered for M.E.C.P. exams. It will cover the required topics as outlined in the M.E.C.P. Need to Know document pertaining to M.E.C.P. exams.
4. Provide in-house technical training that includes on-the-job practical training.

This will be in support of the M.E.C.P. annual training and renewal requirements.
5. Offer prep courses to grand-parented operators. For grandparented operators who need to write exams, the Region is prepared to offer "Certification Exam Prep Courses for Grandparented Operators" which are offered by the M.E.C.P.
6. Obtain CEU standing for courses.

Following ratification, the Region will actively endeavour to obtain Continuing Education Unit (C.E.U.) credit standings with the M.E.C.P.'s

designated certification body for all technical/safety training that is offered to employees of the Public Works department.

7. Provide information and clarification re the Act and Regulation.

The Region will provide information sessions and interpretation training regarding the regulations and compliance for all applicable aspects of existing and future changes to the M.E.C.P. Act and Regulations.

8. Training in the context of M.E.C.P. certification.

The above proposal will replace the previous Letter of Understanding #4 in the collective agreement.

9. Expectations of Success

There is an expectation that employees will achieve M.E.C.P. certification to the appropriate level for the facility in which the employee works. Assistance is currently available as part of an educational development program which will help to acquire CEU credits. Furthermore, on-the-job training may also generate CEU credits. It is expected that through these programs that employees will be able to succeed. Unsuccessful attempts for written certification or for maintaining same, will be reviewed in a mutual process between the parties. Each situation will be handled on an individual basis.

APPENDIX E - 12-HOUR SHIFT SCHEDULE

BURLINGTON, OAKVILLE & BURLOAK WATER TREATMENT PLANTS

F S S M T W T F S S M T W T

Plant

		N	N	N			D	D				N	N		
					D	D			N	N	N			D	D
		D	D	D			N	N				D	D		
					N	N			D	D	D			N	N

Stations & Other Activities ~ 0730 - 1600 Hours

		D			D	D	D	D	D			D	D	D	D
		D			D	D	D	D	D			D	D	D	D
		D			D	D	D	D	D			D	D	D	D
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		D			D	D	D	D	D			D	D	D	D
		D			D	D	D	D	D			D	D	D	D

Others ~ 0730 - 1600 Hour

Sub-foreperson		D			D	D	D	D	D			D	D	D	D
Labourer		D			D	D	D	D	D			D	D	D	D
Coop		D			D	D	D	D	D			D	D	D	D

LETTER OF UNDERSTANDING #1

Warren Sinclair
President, Local 2620
c/o Region of Halton
1151 Bronte Road
Oakville, Ontario, L6M 3L1

Dear Mr. Sinclair:

Re: WSIB Top-Up

Regarding Section 15(a) of the Sick Leave Credit Plan, the Region agrees to administer the WSIB Top-Up as per the current practice until the end of the Collective Agreement.

Yours truly,

DocuSigned by:

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Andrea Roche
Employee Relations Advisor

LETTER OF UNDERSTANDING #2

Warren Sinclair
President, Local 2620
c/o Region of Halton
1151 Bronte Road
Oakville, Ontario, L6M 3L1

Dear Mr. Sinclair:

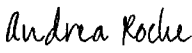
Re: Operator Licensing and Trades' Premium

The Region recognizes that having an operator license for a trade is not mandatory but for any trades' employees, excluding and not applicable to the classifications of Motor Vehicle Mechanic and Sub-foreman Motor Vehicle Mechanic, the Region will provide the following premiums for Plant Maintenance trades who successfully secure and maintain a license in Water or Wastewater.

- i. Operator in Training License (OIT) - \$0.25/hour
- ii. Level I License - an additional \$0.75/hour

At no time will the combined premiums exceed \$1.00 per hour. The above-noted rate in i. and ii. will be applied as \$1.00 per hour where a trade employee (which excludes the classifications above) has secured and maintains their level I license.

Yours truly,

DocuSigned by:

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Andrea Roche
Employee Relations Advisor

LETTER OF UNDERSTANDING #3


Warren Sinclair
President, Local 2620
c/o Region of Halton
1151 Bronte Road
Oakville, Ontario, L6M 3L1

Dear Mr. Sinclair:

Re: Alternate Working Arrangements (AWA)

The parties agree that during the term of the collective agreement, the parties will meet to discuss options for possible Alternative Working Arrangements.

Yours truly,

DocuSigned by:

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Andrea Roche
Employee Relations Advisor

LETTER OF AGREEMENT #1

Between

THE REGIONAL MUNICIPALITY OF HALTON
(The Region)

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2620
(The Union)

Re: Extra Hours of Work Agreement

In accordance with Section 17 of the *Employment Standards Act, 2000*, the parties agree as follows:

1. Regular Work Day - The regular work day for employees whose hours of work are in accordance with Article 30.01 c) and a Letter of Understanding on Twelve (12) Hour Shift Arrangements has been established as 12 (twelve) hours per day. For clarity, this letter references CUPE 2620 employees employed as Plant Operators at the Oakville, Burlington and Burloak Water Treatment Plants.
2. Extra Daily Hours - The Union consents on behalf of these employees in the bargaining unit to allow them to work beyond their regular workday to the daily maximum allowed by the Act.
3. Extra Weekly Hours - The Union also consents on behalf of these employees in the bargaining unit to allow them to work beyond 48 (forty-eight) hours in a week, to a maximum of 56 (fifty-six) hours in a week.
4. Scheduling - Scheduling of extra hours shall be in accordance with the scheduling provisions of the collective agreement.
5. Overtime - Employees will not be entitled to overtime pay or be eligible to bank overtime hours for regularly scheduled hours in excess of 40 (forty) hours to the maximum of 56 (fifty-six) hours per week referenced in #3 above. Overtime pay will be paid at a premium rate for overtime hours worked in accordance with Article 30, Article 31, and Article 32 of the collective agreement and point #3 of Appendix B on Twelve (12) Hour Shift Arrangements or may be banked in accordance with Article 31.05.

- 6. Term – The parties agree that this agreement may not be revoked prior to the expiry of the term of the Collective Agreement, except with the parties’ mutual consent. This agreement will automatically terminate with the expiry of the Collective Agreement, unless the parties agree to continue its terms.

Signed on this 23rd day of January 2025 at Oakville.

For the Employer

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Andra Roche
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Kevin McDonald
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Jason McLanley
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Don Harrington
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DocuSigned by:
Nadia Colilli
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For the Union

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Warren Sinclair
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Signed by:
Terrence Birmingham
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Larry Foster
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DocuSigned by:
Paul Tacocca
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