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COLLECTIVE AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 132

1990-1991



1990-1991

0627103

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THIS AGREEMENT made this 20th day of
December, 1989

between

THE REGIONAL
MUNICIPALITY OF
DURHAM

(hereinafter called
"The Employer")

~~OF~~ THE FIRST PART

and

THE CANADIAN UNION ~~OF~~
PUBLIC EMPLOYEES

and its

LOCAL 132

(hereinafter called
"The Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - DEFINITIONS

- 2.01 "Employee" in this Agreement shall mean those persons defined in clauses 2.02 and 2.03, and in the employ of the Employer.
- 2.02 "Regular" employee shall mean a person in the employ of the Employer and who is designated by the Employer as a regular employee. Regular employees shall be covered by all provisions of this Agreement except where otherwise stipulated. No regular employee shall be involuntarily re-designated from regular employee status to part-time employee status for the purpose of removing benefits.

- 2.03 “Part-time” employee shall mean a person in the employ of the Employer and who is designated by the Employer as a part-time employee. Part-time employees shall be covered by all provisions of this Agreement except where otherwise stipulated.
- 2.04 The gender “His” throughout this Agreement shall be read as “his” or “her”.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees of all Homes for the Aged of the Employer save and except Supervisors, persons above the rank of Supervisor, Office Staff, Registered Nurses, and any other person whom the Employer and the Union might agree exercises managerial functions or services of a confidential nature.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership or by reasons of activity or non-activity in the Union.

- 4.02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on the Employer's employees by any of its members or representatives, and that the Union will not engage in Union activities during working hours or hold meetings at any time on the premises without the permission of the Administrator.
- 4.03 The Employer will provide bulletin boards in areas designated by the Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Such notices must be signed by an officer of the Local Union.
- 4.04 The Employer shall provide each newly hired employee with a copy of the Collective Agreement and a copy of the insurance booklet. The Union shall be notified of all new hires.

ARTICLE 5 - MANAGEMENT FUNCTIONS

- 5.01 The Union recognizes that it is the function of the Employer to:
- (a) Maintain order, discipline and efficiency and in connection therewith to make, alter, and enforce from time to time regulations and practices to be observed by its employees.
 - (b) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Employer by statute and/or by-laws of the Employer.
 - (c) Direct the working forces, including the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend and retire employees.
 - (d) Plan, direct and control the operations of the Region and without restricting the generality of the foregoing, to introduce new methods, facilities, and equipment; to determine the number of employees to be employed, the work schedules, the location of all

plants and equipment, and to manage the Homes for the benefit of the residents.

- 5.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein. No employee with seniority shall be disciplined or discharged without just cause.

ARTICLE 6 • STRIKES OR LOCKOUTS

- 6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 7 - COMPULSORY CHECK-OFF
(Modified Rand Formula)

- 7.01 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees in the bargaining unit covered by this Agreement, an amount equivalent to the Union dues and shall remit same by the 15th of the month following to the Treasurer of the Union, with a list of the names of employees from whom such deductions have been made. The said sums shall be accepted **by** the Union as the regular dues of those employees who are or may become members of the Union. The Union agrees to indemnify the Employer from any grievance or suit for damages arising from the deduction of Union dues.
- 7.02 The Union shall be responsible for keeping the Employer informed as to the name and address of the Treasurer.
- 7.03 The amount of Union dues deduction shall be shown on each employee's Income Tax (T-4) slip.

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ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Differences or disputes arising between the Employer and the employee shall be considered as grievances and shall be dealt with in the following manner, and all grievances shall be submitted and answered in writing, and shall state the Article(s) and clause(s) in dispute, the nature of the grievance and the remedy sought:

Step 1: An employee having a grievance shall present it to his Steward in writing, and they shall jointly take the matter up within five (5) working days of the event giving rise to the grievance to the Section Head, who shall have four **(4)** working days in which to render a decision. One member *of* the Union Committee employed at the same Home as the grievor may also assist in presentation *of* the grievance. Failing a satisfactory settlement, the second Step *of* the grievance procedure shall be invoked within four **(4)** working days of the Section Head's answer, as follows:

Step 2: The grievor, Steward, and Union Committee member shall take the grievance up with the Administrator of the Home, who shall have four (4) working days to render a decision.

If a settlement is not reached, the grievance shall be submitted within four (4) working days of the Administrator's answer to Step 3 of this procedure.

Step 3: The grievance shall be submitted to the Commissioner of Social Services (or his designate) who shall render a decision within four (4) working days. The grievor may be represented at this Step by the Union Committee. The Commissioner of Personnel (or his designate) shall participate in the proceedings at this Step.

Failing a satisfactory settlement, the Fourth Step of the grievance procedure shall be invoked within four (4) working days of the answer of the Commissioner of Social Services.

Step 4: The grievance shall be submitted to the Management Committee of Council, which will meet with the Union Committee within fourteen **(14)** days of the date of request for such meeting. The decision of the Management Committee shall be given within seven (7) working days from the date of such meeting.

If the parties at this Step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen **(15)** working days, as defined in Section 37 of the Ontario Labour Relations Act.

- 8.02 Policy Grievance — Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.
- 8.03 The “**days**” referred to in this Article are normal working days, excluding Saturdays, Sundays and designated holidays.

- 8.04 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Agreement, nor deal with matters not covered by this Agreement.
- 8.05 Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent. A written request for valid reasons by either party for an extension to the time limits in this grievance procedure submitted prior to the time limit at the applicable Step of the grievance procedure shall not be unreasonably denied.
- 8.06 Whenever the Employer or its authorized agent deems it necessary to issue a written warning, suspend or discharge an employee, the Employer shall forward a copy of the disciplinary notice to the Union.
- 8.07 The Union shall have access to the disciplinary record of an employee at any stage of the grievance procedure.

ARTICLE 9 - MANAGEMENT GRIEVANCES

- 9.01 It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union and that, if such complaint by the management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same manner as a grievance of an employee.

ARTICLE 10 - UNION COMMITTEE

- 10.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than six (6) employees, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, including grievances and the ~~negotiating of a new Collective Agreement.~~ It is agreed that the Union Committee will consist of at least one Union Committee member from each Home.
- 10.02 The Union shall advise the Employer of the personnel serving on this Committee.

- 10.03 The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining the permission of their Department Head, and on the completion of such duties shall report back to him, or to any job to which he has previously directed them, and give any reasonable explanation which may be requested with respect to their absence.
- 10.04 It is understood that such permission shall not be unreasonably withheld.
- 10.05 If such employee is required to deal with matters arising out of this Agreement, up to but not including matters arising from any arbitration proceeding, during a shift for which he was scheduled to work, the employee will be compensated by the Employer to the extent of his regular pay for such time.
- 10.06 Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Employer reserves the right to withhold payment if the Union Committee does not conform with the

accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

ARTICLE 11 - SENIORITY

1.01 Each Home For The Aged shall constitute separate and independent units, and seniority at one Home shall have no applicability at the other Homes.

1.02 Seniority For Regular Employees

(a) A seniority list for regular employees will be established at each Home on a departmental basis for all employees who have completed their probationary period of employment per 11.02(b). It *is* agreed that such seniority lists shall be revised and posted on or about January 2nd of each year and a copy filed with the Union. This list will include the name of the employee, his classification and the last date of hire.

(b) Persons hired as regular employees shall serve a probationary period of six (6) months from the date of hire. During the probationary period such

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employees may be terminated or disciplined at the sole discretion of the employer whose decision shall be final and such employees shall not have recourse to grievance or arbitration as a result of disciplinary action or termination of employment. After completion of the probationary period, seniority shall be effective from the date of hire.

11.03 Seniority For Part-Time Employees

- (a) A seniority list will be established at each Home on a departmental basis, for part-time employees. Part-time employee seniority shall at all times be subordinate to regular employee seniority for any purpose in this Agreement where seniority is a factor. It is agreed that such seniority lists shall be revised and posted on or about January 2nd of each year, and a copy filed with the Union. This list will include the name of the employee, classification and the last date of hire.

- (b) A part-time employee who has worked a minimum of one hundred and thirty (130) shifts of part-time employment shall be placed on the part-time employee seniority list.
- (c) Part-time employees shall be required to serve a probationary period of one hundred and thirty (130) shifts worked of part-time employment from the time of hire. During the probationary period part-time employees may be terminated or disciplined at the sole discretion of the employer whose decision shall be final and such employees shall not have recourse to grievance or arbitration as a result of disciplinary action or termination of employment.

- 11.04
- (a) A part-time employee who is or has been accepted by the Employer for regular employee status shall have credited to him one-half of his part-time service, based on last date of hire, which shall establish his regular employee seniority and service dates.
 - (b) It is expressly agreed that service and/or seniority granted under this provision

- (i) shall not be applicable in any manner to any pension plan, nor shall it commit the Employer to any form of retroactive financial liability or payment.
- (ii) For the purpose of clause 19.01 of Article 19 -- Benefits, Pension and Retirement shall be limited solely to the respective service eligibility requirement of the benefit programs and shall not commit the Employer or any insurance carrier to any form of retroactive claim or other financial liability or payment.

ARTICLE 12 - LOSS OF SENIORITY

12.01 Seniority rights and an employee's employment shall be terminated where:

- (a) He leaves of his own accord.
- (b) An employee who has attained seniority status is discharged from employment, and is not reinstated through the grievance procedure.
- (c) An employee is laid *off* and is not recalled to active employment within eighteen (18) calendar months or one

half of the employee's seniority at the time of layoff, whichever is the lesser.

- (d) He has been laid off and fails to return within ten (10) calendar days after notice to return has been sent him by registered mail to his last address appearing on the Employer's records.

ARTICLE 13 - SENIORITY APPLIED TO
PROMOTIONS AND TRANSFERS

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13.01 When a vacancy exists or a new position is created in the regular staff, the Employer will post the position for a period of eight (8) working days, during which time all employees will have an opportunity to apply for the position, to which first consideration shall be given to regular employees.

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13.02 Promotions and transfers to higher or lower paid jobs, or jobs with equal pay, within the Home will be based on the skill, ability, experience and qualifications of the employee(s) concerned, but as between two regular employees of approximately equal standing based upon the above factors, seniority shall govern.

- 13.03 If the position is not filled by a regular employee, the Employer will give consideration to part-time employees in accordance with the terms of paragraph 13.02.
- 13.04 An employee promoted or transferred from one department to another will have his full seniority transferred to the new department. The name of the successful applicant for a job posting will be posted on the bulletin boards.
- 13.05 Where the Employer deems it necessary to appoint a lead hand in a department and where the Employer expects the lead hand responsibilities to be of indefinite duration, the Employer will post for a period of eight (8) calendar days notice of intention to appoint a lead hand. Except where a vacancy exists in the department, the posting will be limited to those employees within the department, and the appointment will be made on the criteria set out in clause 13.02. The lead hand premium will be removed at the time the lead hand responsibilities cease.

ARTICLE 14 - TRANSFERS TO SUPERVISORY
POSITIONS

- 14.01 If an employee is or has been transferred to a supervisory position which is not subject to the provisions of this Agreement, he shall retain his previous seniority, and continue to accrue seniority for a further period of one (1) year. If transferred back to a position, subject to the provisions of this Agreement, he shall carry his accumulated seniority with him.

ARTICLE 15 - SENIORITY APPLIED TO LAY-OFF
AND RECALL

- 15.01 It is expressly understood and agreed that none of the provisions in this Article shall prevent the Employer from discharging its responsibility for managing the Homes for the well-being of the residents or for taking any action that the Employer deems necessary for the maintenance of operational efficiency.
- 15.02 Lay-Off Of Part-Time Employee
- (a) Due to the absence of a defined work schedule for part-time employees,

shifts for which a part-time employee is not required for work shall not be considered a lay-off.

- (b) In the event of a curtailment of operations which necessitates that a part-time employee not be scheduled for work for indefinite duration, such shall be deemed a lay-off. A lay-off of part-time employees shall be within the department(s) affected, and shall operate on the basis of the departmental part-time employee seniority list, provided that the part-time employees who are entitled to remain are willing, qualified and able to do the work which is available at the rate of pay for the occupational classification.
- (c) In the event of a recall, positions will be filled in the reverse manner to the lay-off, providing the part-time employee possesses the ability and qualifications to do the work.

15.03 Lay-Off of Regular Employees

- (a) A lay-off of regular employees shall take place within the department(s) affected, and shall operate on the

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basis of the ~~departmental~~ seniority list, provided that the employees who are entitled to remain are willing, qualified and able to do the work which is available at the rate of pay for the occupational classification.

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(b) In the event of a recall, positions will be filled in the reverse manner to the lay-off, providing the regular employee possesses the ability and qualifications to do the work.

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(c) Notice of lay-off shall be given to regular employees seven (7) calendar days in advance of lay-off.

ARTICLE 16 - LEAVE OF ABSENCE

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16.01 The Employer may grant leave of absence, for personal reasons, of up to three (3) consecutive months, without pay or without loss of seniority or occupational classification, to any employee requesting such leave. Such request shall be in writing and each case to be dealt with on its merit.

16.02 All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave.

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Leave of Absence without pay or loss of seniority for attendance at Union conferences, seminars and conventions will be granted to not more than four (4) employees for a period not to exceed twenty (20) days cumulative each in any one year, and not more than one (1) employee from a department, except in the Nursing Department. ∴ 56,59-2

16.03 An employee may only accumulate seniority during the first three (3) months of a granted leave of absence.

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16.04 An employee shall be granted time off for bereavement leave, without loss of pay for scheduled days of work, according to the schedule below, following the date of death, for attendance at, or arranging for the funeral of:

- (a) An employee's spouse or child, up to seven (7) consecutive days.
- (b) A father, mother, father-in-law, mother-in-law, sister or brother, up to three (3) consecutive days.
- (c) An employee's grandmother, grandfather, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, **up** to two (2) consecutive days.

- (d) An additional two (2) days travelling time, without pay, may be granted by the Administrator to permit the employee to attend a funeral in the family that is to be held at a distant point.
- (e) Where the parent of an employee dies at a distant point and the employee will be unable to attend the funeral, the day immediately following the day on which notification of the death is received by the employee shall, if the employee so wishes, be granted as time off for bereavement leave without loss of pay if that day is a scheduled working day.

- 05 Upon written request accompanied by a physician's statement submitted by an employee with a minimum of one (1) year's service, the Employer agrees to grant up to ~~six~~ ^{50%} months leave of absence without pay, ~~but without~~ ⁰²⁶ loss of seniority or job classification for pregnancy.
- Rec 16.03 06 The Employer shall not be obliged to schedule any employee returning from a maternity leave until four (4) weeks after she provides notice of her date of return.

16.07 Extension of benefits coverage is available to employees who are on approved leaves of absence, provided the required contribution of one hundred (100) per cent is paid monthly by the employee in advance of the beginning of every month.

16.08 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits, for this purpose. The Employer shall pay the employee his full basic wage or salary for the scheduled days of work during the period of such service, provided that the employee shall turn over to the Employer at the Personnel Department the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment therefor.

ARTICLE 17 - TOOLS, EQUIPMENT AND
UNIFORMS

- 17.01 The Employer will provide such tools and equipment necessary to carry out the work of the Home.
- 17.02 The Employer will provide smocks or dresses to established classifications for Practical Nurses, Kitchen, Laundry and Housekeeping Aides and Nurses' Aides. Orderlies and Maintenance Workers will be provided with shirts and pants. Colour, type and quality, etc., will be at the discretion of the Administrator.
- 17.03 It is understood that the above tools, equipment and uniforms are the property of the Employer and are not to be removed from the premises without the permission of the Administrator.

ARTICLE 18 - SAFETY PROVISIONS

- 18.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents, and with such promotion of safety and health as is deemed necessary.

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18.02 In recognition of this intent, the parties agree that joint Health and Safety Committees shall be established and continued at each Home.

ARTICLE 19 - BENEFITS, PENSION AND RETIREMENT

19.01 The Employer will provide the following employee benefit program, with premiums payable by the Employer except as noted, to all full-time regular employees:

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- (a) Life Insurance— Twice basic annual salary to a maximum insured amount of \$50,000 (and effective June 1, 1989 to a maximum amount of \$55,000). Coverage to commence from sixth month of service.
- (b) Paid-up Life Insurance Policy for retired employees at age 65 of \$2,000.
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- (c) Accidental Death and Dismemberment Insurance equal to employee's Life Insurance. Coverage to commence from sixth month of service.

(d) Major Medical Insurance to commence from third month of service and to provide:

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- (i) Semi-private hospital coverage, no deductible.
- (ii) Drug plan — \$10.00 deductible single; \$20.00 deductible family; 100% reimbursement thereafter, no maximum limit. This will include prescription glasses with a one hundred dollars (\$100) maximum per wearer over each two (2) year period effective January 1, 1989 and one hundred and twenty dollars (\$120.00) maximum per wearer over each two (2) year period effective June 1, 1989 and one hundred and thirty dollars (\$130) effective January 1, 1990.

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- (iii) Extended Benefits (ambulance, nurses, etc.).
- (iv) O.H.I.P. coverage.

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(e) Long-term disability — payable at 66²/₃% of basic earnings (fully integrated with government benefits)

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to a maximum of twelve hundred dollars (\$1,200) per month and effective June 1, 1989 to a maximum of fifteen hundred dollars (\$1,500) per month — benefits to commence from 181st day of disability. Coverage to commence from the sixth (6th) month of service.

(f) Dental Plan

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- Basic — no co-insurance.
- Endodontics and periodontics — co-insurance with the plan paying 75% and the employee paying 25%
- Major restorative — effective June 1, 1989 co-insurance with plan paying 50% and the employee paying 50% to a lifetime maximum of \$1,500. Effective January 1, 1990 an annual maximum of \$1,500.
- Payments under the plan will be based on the O.D.A. Schedule of Fees as set out below:
 - January 1, 1989 to May 31, 1989 — 1987 schedule
 - June 1, 1989 to December 31, 1989 — 1988 schedule

— January 1, 1990 to December
31, 1990 — 1989 schedule

19.02 For Part-Time Employees

de Such employees shall be entitled on an optional basis to participate in the major Medical Insurance plan (para. 19.01 (d)) only.

19.03 The employer will maintain all current pension plans. Other regular full-time employees must participate in O.M.E.R.S. The Employer and employees shall make *OTC* equal contributions to the Ontario Municipal Employees Retirement System and to ~~the~~ Canada Pension Plan. Part-time employees shall not be eligible for participation in O.M.E.R.S. However, an employee who transfers from full-time to part-time status and who is therefore required by the O.M.E.R.S. Act to remain a member of O.M.E.R.S. shall not be entitled to the benefits set out in paragraph 19.02.

19.04 Normal retirement for all employees shall take place on the first working day of the calendar month following the month in which the employee reaches sixty-five (65) years of age.

- 19.05 It is understood that the insured benefits described in this article will not be reduced during the term of this agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which shall be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits, shall be adjusted between the employee and the insurance company, but the employer will use its best efforts to assist the employee in dealing with the insurance company.
- 19.06 Employees who retire early (before age 65) and achieve a magic number of 90 and who take a retirement pension, will now be provided with extended health (drugs, semi-private hospital and vision care), the dental plan and O.H.I.P. coverages up to age 65. The cost of this program is paid by the Region.

ARTICLE 20 — SICK LEAVE

- 20.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 20.02 All regular employees of the Homes shall be entitled to one and one-half (1½) days

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sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such employees.

20.03 All regular employees shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary employees shall not be entitled to such credits until they become regular employees, at which time sick leave credits will be established as of the date of hiring. Eligible employees will be advised of their accumulated sick leave credit days as of December 31st of each year, by means of a slip attached to their pay cheque.

20.04 Employees absent from work in excess of three (3) working days due to medical reasons must submit a medical physician's certificate to cover the absence, and may at the discretion of the Department Head be required to produce a physician's statement to cover any shorter period of absence due to medical reasons.

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20.05 Any regular employee who has had at least five (5) years of continuous service shall, upon termination of his employment for any reason, be entitled to a sick leave gratuity

equal to his salary at the time of such termination of service, for one-half (1/2) of the number of days sick leave standing to his credit at that date provided, however, that this amount of such gratuity shall in no case exceed six (6) months of his salary at that date.

- 20.06 Sick leave entitlement and accumulation shall not apply to maternity leaves of absence.
- 20.07 The Personnel Department shall keep all records necessary to the carrying out of this plan, and the decision of the Commissioner of Personnel as to the amount of sick leave gratuity to which an employee is entitled shall be final.
- 20.08 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Workers' Compensation Board, the period of absence to be charged against his sick leave credit shall be reduced to give effect only to the net salary paid by the Employer to such employee with respect to such absence.
- 20.09 No wage payments shall be made to an employee claiming compensation beyond

the limit of his credit on sick leave, unless^u
or until an award has been made by the
Workers' Compensation Board.

- 20.10 The provisions of this Article shall apply to regular employees only. (Note: A part-time employee who becomes a regular employee shall be credited with one and one-half (1½) days sick leave for each full month of service credited to him as a regular employee (per clause 11.04 (a)) a maximum of nine (9) sick leave credits.)

ARTICLE 22 - VACATIONS WITH PAY

21.01 For Regular Employees

All regular employees will receive vacation with pay according to the following schedule. The schedule shall be in force for employees of all Homes:

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- (a) Less than one (1) year of service, one (1) day per month of service to a maximum of ten (10) working days.
- (b) One (1) to two (2) years of service, two (2) weeks.
- (c) Two (2) to four (4) years of service, two (2) weeks and three (3) days.

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- 01-05 (d) Four (4) years of service, but less than ten (10) years of service, three (3) weeks.
- 10-04 (e) Ten (10) years of service, but less than eighteen (18) years of service, four (4) weeks. Effective 1990, ten (10) years of service, but less than seventeen (17) years of service, four (4) weeks.
- 18-05
1991-17 (f) Eighteen (18) years of service, but less than twenty-five (25) years of service, five (5) weeks. Effective 1990, seventeen (17) years of service, but less than twenty-five (25) years of service, five (5) weeks.
- 25-06 (g) Twenty-five (25) years of service or more, six (6) weeks.

21.02 Vacations may be taken at any time in an unbroken period between January 6th and December 15th of any year by mutual agreement. The Employer may, at its sole discretion, grant vacation during the period December 16th to the following January 5th in exceptional and unusual circumstances. Employees will not normally be allowed to take vacation in excess of three (3) weeks duration during the peak

vacation period of June 1st to September 30th, but an exception to this practice may be authorized by the Administrator. The Employer's decision in each case shall be final and binding.

21.03 All regular employees shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to May 31 of that same calendar year except that an employee shall become entitled to increased vacation entitlement after January 1st in the calendar year in which his second (2nd), fourth (4th), tenth (10th), seventeenth (17th) and twenty-fifth (25th) anniversary falls.

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21.04. ~~Vacations may be carried over from year to year upon approval by the Management Committee.~~

21.05 An employee who is on leave of absence without pay in excess of three (3) calendar months shall receive a vacation with pay pro-rated to time worked.

21.06 For Part-Time Employees

Part-time employees shall be paid vacation pay in lieu of time off as follows:

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- (a) four per cent (4%) of earnings up to their fourth (4th) anniversary.
 - (b) **six** per cent (6%) of earnings thereafter from their fourth (4th) anniversary onwards.

ARTICLE 22 - PAID DESIGNATED HOLIDAYS

22.01 The following holidays are recognized as time off with pay for all employees subject to this Agreement:

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- New Year's Day
- 2nd Monday of February
- Good Friday
- Easter Monday
- Victoria Day
- Dominion Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and any national or provincial holiday declared by the Federal Government or the Government of Ontario.

PROVIDED:

- (a) That to be eligible for Designated Holiday pay an employee must work his full-scheduled shift immediately preceding and his full-scheduled shift immediately following the holiday, unless otherwise mutually arranged.
- (b) A part-time employee shall be eligible for paid Designated Holidays if he has worked at least three (3) days during the week the Designated Holidays occurs.
- (c) All work performed by such employees on such holidays shall be paid at the rate of one and one-half (1½) times their normal rate of pay, except for Christmas Day which shall be paid at two (2) times their normal rate of pay.
- (d) It is understood that the application of premium pay for the holiday shall be paid only for the day on which the holiday is observed and such day

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shall be the calendar day commencing at 12:01 a.m. (11:30 p.m. shift).

- (e) Employees who work on such holidays will be granted another day off with pay in lieu of such holiday. If a holiday occurs on an employee's day off, such employee shall receive another day off with pay in lieu of such holiday. Such "Lieu" days shall be used with the period thirty (30) days before to thirty (30) days after the holiday.
- (9) All employees shall be required to work on Designated Holidays and/or weekends if such days are within their regularly scheduled shifts. It is agreed that days off in lieu of holidays, as per Clause (e), will be as mutually agreed upon between the Administrator and employee, and whenever possible the lieu day shall be added to the regular days off.
- (g) An employee who is entitled to holiday pay shall not receive sick leave pay to which he may otherwise be entitled.

ARTICLE 23 - RELIEVING IN **OTHER** GRADES

- 23.01 When an employee is detailed to relieve in a position of higher rating for a full shift, he shall receive the rate for the position for which he is relieving for the full period of the relief.
- 23.02 When an employee is detailed to relieve in a position **of** lower rating for any period, he shall maintain his regular rate of pay.

ARTICLE 24 - WAGE SCHEDULE AND CLASSIFICATIONS

- 24.01 The occupational classifications and the corresponding wage rates, set out in Schedule "A" attached to this Agreement, are hereby established as the classifications and wage rates for **the** employees covered by this Agreement.
- 24.02 Where new positions are created or current positions reclassified, the Employer will advise the Union in advance of the nature **of** the position and the proposed wage rate, and such new classification and wage rate shall become part of the Agreement.

ARTICLE 25 - HOURS OF WORK

25.01 For Regular Employees

- (a) It is understood and agreed that the homes are a 24-hour per day, 7-day per week continuous operation and services must be maintained on a rotating basis. Therefore, the employees' work week cannot be within a stated period. The Employer will endeavour to schedule every other weekend off for regular employees.
- (b) The regular work week for all regular employees shall be five (5) days of seven and one-half (7½) hours each. Regular days off shall be in groups of two except where mutually agreed to split days off.
- (c) All shifts shall be rotated among the employees on an equitable basis except where mutually agreed for an employee to remain on permanent afternoon or night shifts.

25.02 Regular and Part-Time Employees

- (a) Every effort shall be made to permit employees at least sixteen (16) hours

off duty prior to starting work on a new shift. If an employee is given less than sixteen (16) hours off between shifts, overtime shall be paid for those hours between the time he starts work and the end of the sixteenth (16th) hour.

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- (b) A minimum of three (3) hours pay at one-and-one half times the straight-time rate will be paid to an employee who is called back to work after having left the premises on completion of his regular shift.
 - (c) Additional or successive call backs commencing and concluding within the three (3) hour period shall be regarded as part of the original call back.
 - (d) Continuous extension of a call back beyond the three (3) hour period shall be paid for at overtime rate for the actual hours worked, up to the commencement of the employee's regularly scheduled shift, at which point the employee's straight-time rate will prevail.

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- (e) Any employee directed to report for work who is informed after reporting that no work is available shall be paid four **(4)** hours pay at his regular straight-time rate.
 - (9)** An employee shall notify his Administrator or Department Head of his inability to perform his duties due to illness at least two (2) hours before the commencement of his shift.
 - (g) Work schedules shall be posted four **(4)** weeks in advance of their effective date on the bulletin boards in the area where the employees affected work, although the schedules may be subject to change according to operational requirements.

25.03 Part-Time Employees

Owing to the inherent nature of part-time employment and in the absence of a defined work schedule for part-time employees, it is expressly agreed that the scheduling or non-scheduling of shifts for any part-time employee shall be the sole prerogative of the Employer.

ARTICLE 26 - OVERTIME

- 26.01 All hours worked by a regular employee in excess of seven and one-half (7½) hours per shift shall be paid for at one and one-half (1½) times the calculated rate.
- 26.02 Any hours worked by a regular employee during what would normally be the employee's day off shall be paid for at one and one-half (1½) times the calculated hourly rate.
- 26.03 Part-time employees shall be paid at one and one-half (1½) times the calculated hourly rate for all hours worked in excess of seven and one-half (7½) hours per shift and/or in excess of seventy-five (75) hours in a two (2) week pay period.
- 26.04 Under no circumstances shall overtime be allowed to pyramid.

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ARTICLE 27 - SHIFT PREMIUM

- 27.01 A shift premium of forty-seven cents (47¢) per hour will be paid to all employees working **full** shifts other than the day shift. The day shift is defined as any shift where one half of the shift or more falls between 8:00 a.m. and 4:00 p.m.

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ARTICLE 28 - REST PERIODS

28.01 The Employer grants the privileges of a rest period to all employees of fifteen (15) minutes during the first three and three-quarters (3 $\frac{3}{4}$) hours of their shift and fifteen (15) minutes rest period during the last three and three-quarters (3 $\frac{3}{4}$) hours of their shift.

ARTICLE 29 - GENERAL

29.01 The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee with three (3) years' service is displaced from his job by technological change, the Region will take one or a combination of the following actions:

- (a) Relocate the employee in another job in his area of competency, if such is available within the Region.
- (b) If (a) is not possible, but a position is available for which the employee could be retrained within a period of six (6) months, assume responsibility for the retraining of the employee.



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(c) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide him with ~~six~~ (6) months' notice of termination and provide him with a separation settlement of one week's salary per year of service.

(d) Should there be any introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the senior employees in the classification involved, provided they are trainable.

29.02 The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided.

In order to give the Union the opportunity to make representation to the Region with respect to issues which concern the security of the bargaining unit or of the employees, the Region shall in respect to the ~~contracting out of work which~~

(a) result in the lay-off of a regular employee or,

- (b) cause a regular employee to be re-assigned indefinitely to different duties,

provide the Union with the minimum of six (6) weeks written notice except where unforeseen circumstances make such notice impractical or unworkable.

During the notice period, the Union shall be given the opportunity to make representation to the appropriate standing committee and Regional Council with respect to the contracting out of the work in question, and the Region shall make available to the Union any material of a non-confidential nature being examined in support of its decision to contract out the work.

In the event that a regular employee is displaced from his job by the contracting out of work, the Region will take one or a combination of the actions as set out in paragraph 27.04 (a) (b) (c) only.

- 29.03 Supervisors and employees who are not in the bargaining unit shall not perform duties normally performed by the members of the bargaining unit except in the cases of emergency, instruction, experimentation and when the employees are not available.



29.04 The Collective Agreement will be printed by the Employer. The format will be agreed upon at the conclusion of each negotiation depending on length of contract.

ARTICLE 30 - DURATION AND AUTOMATIC
RENEWAL

30.01 This agreement shall be deemed to have ~~come into effect on the 1st day of January, 1989 and shall remain and continue in force until December 31st, 1990~~ and shall remain in effect from year to year thereafter unless notice of intention to revise or terminate the Agreement is given by either party within ninety (90) days before the expiry date of this Agreement. The proposals for changes in this Agreement shall be delivered to The Regional Municipality of Durham not more than ninety (90) days nor less than thirty (30) days before the expiry date of this Agreement.

IN WITNESS WHEREOF This Agreement has been executed for the Union by its proper officers, duly authorized for that purpose, and The Regional Municipality of Durham has caused to be affixed hereunto its corporate seal attested by the hands of the Chairman and the Clerk.

DATED at Whitby, Ontario this 20th day of December, 1989.

ON BEHALF OF THE REGIONAL MUNICIPALITY
OF DURHAM

(Sgd.) "G. Herrema"
Chairman

(Sgd.) "C.W. Lundy"
Clerk

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL #132

(Sgd.) "B.M. Pye"
President, Local 132

(Sgd.) "D. Powell"
Secretary, Local 132

(Sgd.) "J. Cherry"
Representative, Canadian Union
of **Public** Employees

SCHEDULE "A"
 TO
 AGREEMENT BETWEEN
 REGIONAL MUNICIPALITY OF DURHAM
 AND
 THE CANADIAN UNION OF PUBLIC EMPLOYEES,
 AND ITS LOCAL #132

	Effective Jan. 1/89	Effective Jan. 1/90
Utility Aide	11.19	11.86
Housekeeping Aide	11.19	11.86
Laundry Aide I	11.19	11.86
Laundry Aide II	11.41	12.09
Seamstress	11.96	12.68
Food Service Aide	11.19	11.86
Cook's Helper	11.41	12.09
Assistant Cook	11.63	12.33
Second Cook	12.19	12.92
Assistant Chef	13.18	13.97
Health Care Aide	12.12	12.85
Therapy Aide	12.33	13.07
Registered Nursing Assistant	12.54	13.29
Adjuvant	12.12	12.85

Craft Instructor	11.96	12.68
Hairdresser	11.96	12.68
Maintenance Worker I	12.67	13.43
Maintenance Worker II	13.18	13.97

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1. Starting rates to be thirty-five (35) cents per hour less than the **job** rate shown effective January 1, **1989** and forty-five (**45**) cents per hour effective June **15, 1989** for employees hired on or after that date and fifty-five (55) cents per hour effective January 1, 1990 for employees hired on or after that date. Job rate reached at six (6) months of service or minimum of **130** shifts.
2. Lead Hand premium to be fifty (50) cents per hour.
3. Health Care Aides who do not hold a Health Care Aide Certificate which is recognized by the Government of Ontario will receive fifteen (**15**) cents per hour less than the rate for the Classification.
4. Adjuvants who do not hold an Activation Techniques in Gerontology Program certificate or diploma which is recognized by the Government of Ontario will receive fifteen (**15**) cents per hour less than the rate for the Classification.

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND **ITS** LOCAL #132

The parties hereby agree to the following practice with respect to job postings. It is expressly understood that this agreement does not form part of the Collective Agreement between the parties and shall not be subject to the grievance procedure.

1. The Employer shall provide courtesy copies of job posting notices arising from one Home to each of the other Homes so that employees at all Homes shall **be** aware of job vacancies.
2. Employees of the Home in which the job posting originates shall receive first consideration.
3. Where an employee of one Home applies for a position at another Home and is accepted as the successful applicant, the employee shall transfer full Regional seniority and service to that position.

DATED at **Whitby**, Ontario this 20th day of
December, **1989**.

"T.E. Stevens"

For The Regional Municipality of Durham

"J. Cherry"

For the Canadian Union of Public Employees

"B.M. Pye"

For Local 132

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132

The parties hereby agree to the following shall form part of the Collective Agreements between the parties, dated December 20, 1989.

1. The position of Chief Lead Hand, Maintenance Division, Hillsdale Manor, shall continue to receive a premium of forty (40) cents per hour to be paid on the rate of Maintenance Worker 1.
2. If the Region is successful in registering the Sick Leave Plan with Unemployment Insurance Canada it is agreed that the total premium reduction will accrue to the Region to offset increased benefit costs.

**DATED at Whitby, Ontario this 20th day of
December, 1989.**

“T.E. Stevens”

For The Regional Municipality of Durham

“J. Cherry”

For the Canadian Union of Public Employees

“B.M. Pye”

For Local 132

RE: MANAGEMENT POSITIONS IN HOMES
FOR THE AGED

The following titles indicate the management positions applicable to the various Homes. If any doubt exists as to the individual(s) holding these positions at each Home, or to which positions Union business should be referred, please ask the Administrator.

Administrator
Director of Resident Care
Assistant Administrator
Director of Food Services
Assistant Director of Resident Care
Manager of Support Services
First Cook/Chef
Food Services Supervisor
Physiotherapy Supervisor
Activity Director
Supervisor of Maintenance
Supervisor of Laundry
Supervisor of Housekeeping
Resident Care Co-ordinator
Evening/Night Co-ordinator

— NOTES —

11/11

(ADDENDUM # 1 - PAY EQUITY ADJUSTMENT)

OF

SCHEDULE "A"

TO

AGREEMENT BETWEEN REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL #132

	EFFECTIVE <u>JANUARY 1/89</u>	EFFECTIVE * <u>JANUARY 1/90</u>
Utility Aide	11.19	12.14 •
Housekeeping Aide	11.19	12.14 •
Laundry Aide 1	11.19	12.14 •
Laundry Aide 11	11.41	12.31 *
Seamstress	11.96	12.76 *
Food Service Aide	11.19	12.14 *
Cook's Helper	11.41	12.09 •
Assistant Cook	11.63	12.33 *
Second Cook	12.19	13.17 *
Assistant Chef	13.18	13.97
Health Care Aide	12.12	12.99 *
Therapy Aide	12.33	13.16 *
Registered Nursing Assistant	12.54	13.45 *
Adjuvant	12.12	12.99 *
Volunteer Coordinator		12.99 *
Craft Instructor	11.96	12.99 *
Hairdresser	11.96	12.86 *
Maintenance Worker 1	12.67	13.43
Maintenance Worker 11	13.18	13.97 ✓

* Negotiated rates increased by 25% of Pay Equity adjustment