

COLLECTIVE AGREEMENT

between

**THE
REGIONAL MUNICIPALITY
OF
DURHAM**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its
LOCAL 132**

1998 - 2001

THIS AGREEMENT MADE THIS 24TH DAY OF JULY, 1998

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

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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.

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 Human Resources (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 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 with a copy to the vice president of The Home in which the employee works.
- 8.07 The Union shall have access to the disciplinary record of an employee at any stage of the grievance procedure.
- 8.08 At any meeting during which an employee is to receive a written warning, suspension, or discharge, the employee has the right to union representation.

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

11.01 Seniority For Employees

- (a) A seniority list for employees will be established for all employees who have completed their probationary period of employment per 11.01(b). It is agreed that such seniority list 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/her classification and the last date of hire which shall be their seniority date.
- (b) Newly hired employees shall serve a probationary period of six (6) months (or in the case of part-time employees 130 shifts) from the date of hire. During the probationary period such 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.

11.02 A part-time or full-time employee who changes employment status from full-time to part-time or part-time to full-time shall be credited with the full seniority and service in their new status.

11.03 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.

ARTICLE 12 - LOSS OF SENIORITY

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

- (a) He/she leaves of his/her 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/she 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

- 13.01 (a) 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.
 - (b) It is the responsibility of each employee to ensure that his/her application to the job posting is received for consideration before the posting period is completed. It is agreed that the employer shall not be held responsible for applications that are not received on time.
 - (c) The employer shall not be required to select more than the five qualified senior applicants for an interview.
- 13.02 Promotions and transfers to higher or lower paid jobs, or jobs with equal pay, will be based on the skill, ability, experience and qualifications of the employee(s) concerned, but as between two employees of approximately equal standing based upon the above factors, seniority shall govern.
- 13.03 The name of the successful applicant for a job posting will be posted on the bulletin boards.
- 13.04 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/she shall retain his/her 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/she shall carry his/her accumulated seniority with him/her.

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 in accordance with clause 15.03.

15.03 Lay-off Procedure:

1. (a) Where the full-time complement is to be reduced, the junior full-time employee within the classification to be reduced within the specific Home shall be given the notice of lay-off.

(b) Where the part-time complement is to be reduced, the junior part-time employee within the classification to be reduced within the specific Home shall be given the notice of lay-off.
2. A full-time employee given notice shall first utilize his/her seniority within the Home to displace the most junior full-time or part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.
3. If under point #2 there are no positions available for which the employee can utilize his/her seniority then the full-time employee given notice may utilize his/her seniority

in the other two Homes to displace the most junior full-time or part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.

4. A part-time employee given notice shall first utilize his/her seniority within the Home to displace the most junior part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.
5. If under point #4 there are no positions available for which the employee can utilize his/her seniority then the part-time employee given notice may utilize his/her seniority in the other two Homes to displace the most junior part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.
6. The displaced full-time or part-time employee may then utilize his/her seniority as noted above.

15.03 (b) Recall Procedure:

1. The most senior employee on lay-off will be recalled to the first available position in any Home to a classification with a lower or same salary rate from which the employee was laid off provided the employee's ability and qualifications are sufficient.

ARTICLE 16 - LEAVE OF ABSENCE

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.

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.

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

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.

- 16.05 Maternity, Parental and Adoption Leave shall be granted in accordance with The Employment Standards Act.
- 16.06 The Employer shall not be obliged to schedule any employee returning from a maternity or adoption 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 except as modified by the Employment Standards Act.
- 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 therefore.

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.
- 17.04 If Management requires an employee to wear "Green Patch" safety footwear a \$70 reimbursement will be paid to the employee.

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.
- 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:
- (a) Life Insurance - twice basic annual salary to a maximum insured amount of \$60,000.00. Coverage to commence from sixth month of service.
 - (b) Paid-up Life Insurance Policy for retired employees at age 65 or after achieving the 90 factor of \$2,000.00.
 - (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:
 - (i) Semi-private hospital coverage, no deductible.

- (ii) Drug Plan - \$10.00 deductible single; \$20.00 deductible family; 100% reimbursement there-after, no maximum limit. This will include prescription glasses with a one hundred and seventy-five dollars (\$175.00) maximum per wearer over each two (2) year period effective July 1, 1992.
- (iii) Extended Benefits (ambulance, nurses, etc.).
- (iv) O.H.I.P. coverage.
- (e) Long-term disability - payable at 66-2/3% of basic earnings (fully integrated with government benefits) to a maximum of seventeen hundred dollars (\$1,700) per month - benefits to commence from 181st day of disability. Coverage to commence from the sixth (6th) month of service.
- (f) Dental Plan - Basic - no co-insurance.
 - Endodontics and periodontics - co-insurance with the plan paying 75% and the employee paying 25%
 - Major restorative - co-insurance with plan paying 50% and the employee paying 50%.
 - an annual maximum of \$1,500 for all benefits
 - Payments under the plan will be based on the O.D.A. Schedule of Fees as set out below:
 - April 1, 1998 to December 31, 1998 - 1997 schedule
 - January 1, 1999 to December 31, 1999 - 1998 schedule
 - January 1, 2000 to December 31, 2000 - 1999 schedule
 - January 1, 2001 to March 31, 2001 - 2000 schedule

19.02 For Part-Time Employees

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 employee shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan. Part-time employees shall be eligible for participation in O.M.E.R.S., on an optional basis, in accordance with the O.M.E.R.S.' Regulations. 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, in addition to O.M.E.R.S. 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 or have at least 15 years of Regional service at the time of retirement 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 (1-1/2) days 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.
- 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 Department of Human Resources shall keep all records necessary to the carrying out of this plan, and the decision of the Commissioner of Human Resources 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 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 (1-1/2) days sick leave for each full month of service credited to him as a regular employee (per clause 11.02) a maximum of nine (9) sick leave credits.)

ARTICLE 21 - 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:
- (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.
 - (d) Four (4) years of service, but less than ten (10) years of service, three (3) weeks.
 - (e) Ten (10) years of service, but less than seventeen (17) years of service, four (4) weeks.
 - (f) Seventeen (17) years of service, but less than twenty-five (25) years of service, five (5) weeks.
 - (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. 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.
- 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:
- (a) four per cent (4%) of earnings up to their fourth (4th) anniversary
 - (b) six per cent (6%) of earnings from their fourth (4th) anniversary up to their tenth (10th) anniversary
 - (c) eight per cent (8%) of earnings from their tenth (10th) anniversary up to their seventeenth (17th) anniversary
 - (d) ten per cent (10%) of earnings from their seventeenth (17th) anniversary up to their twenty-fifth (25th) anniversary
 - (e) twelve per cent (12%) of earnings thereafter from their twenty-fifth 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:

New Year's Day	Civic Holiday
2nd Monday of February	Labour Day

Good Friday
Easter Monday
Victoria Day
Dominion 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 occur.
- (c) All work performed by such employees on such holidays shall be paid at the rate of one and one-half (1-1/2) 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 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.
- (f) 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.
- (h) When an employee has a scheduled day off to observe their statutory holiday and the employee is subsequently absent and in receipt of W.C.B., the individual will be able to reschedule the holiday, provided the employee returns to work within 30 days of the scheduled 'stat' day.

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 (7-1/2) 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.

- (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.
- (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.
- (f) 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 (7-1/2) hours per shift shall be paid for at one and one-half (1-1/2) 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 (1-1/2) times the calculated hourly rate.

26.03 Part-time employees shall be paid at one and one-half (1-1/2) times the calculated hourly rate for all hours worked in excess of seven and one-half (7-1/2) 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.

ARTICLE 27 - SHIFT PREMIUM

27.01 A shift premium of fifty-five (55¢) 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.

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 (3-3/4) hours of their shift and fifteen (15) minutes rest period during the last three and three-quarters (3-3/4) 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.
- (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 would

- (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 29.01 (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 April, 1998 and shall remain and continue in force until March 31, 2001 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 28th day of July, 1998.

ON BEHALF OF THE REGIONAL MUNICIPALITY OF DURHAM

(Sgd.) Roger Anderson.....
Chairman

(Sgd.) Debbie Bentley.....
Deputy Clerk

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

(Sgd.) Brenda Harford.....
President, Local 132

(Sgd.) Barbara Gledhill.....
Vice President, Local 132

(Sgd.) Doris Cartwright.....
Representative, C.U.P.E.

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

	April 1, 1998			April 1, 1999			April 1, 2000		
	START	6 MONTHS	JOB RATE	START	6 MONTHS	JOB RATE	START	6 MONTHS	JOB RATE
Utility Aide (P-T)	13.79	14.34	14.89	14.16	14.71	15.26	14.54	15.09	15.64
Housekeeping Aide	13.79	14.34	14.89	14.16	14.71	15.26	14.54	15.09	15.64
Laundry Aide 1	13.79	14.34	14.89	14.16	14.71	15.26	14.54	15.09	15.64
Laundry Aide 11	13.79	14.34	14.89	14.16	14.71	15.26	14.54	15.09	15.64
Seamstress	13.79	14.34	14.89	14.16	14.71	15.26	14.54	15.09	15.64
Food Service Aide	13.79	14.34	14.89	14.16	14.71	15.26	14.54	15.09	15.64
Cook's Helper	12.82	13.37	13.92	13.17	13.72	14.27	13.53	14.08	14.63
Assistant Cook	13.09	13.64	14.19	13.44	13.99	14.54	13.80	14.35	14.90
Second Cook	14.87	15.42	15.97	15.27	15.82	16.37	15.68	16.23	16.78
Assistant Chef	14.87	15.42	15.97	15.27	15.82	16.37	15.68	16.23	16.78
Health Care Aide	14.28	14.83	15.38	14.66	15.21	15.76	15.05	15.60	16.15
Therapy Aide	14.28	14.83	15.38	14.66	15.21	15.76	15.05	15.60	16.15
Reg. Practical Nurse	14.87	15.42	15.97	15.27	15.82	16.37	15.68	16.23	16.78
Adjuvant	14.87	15.42	15.97	15.27	15.82	16.37	15.68	16.23	16.78
Maintenance Worker 1	14.28	14.83	15.38	14.66	15.21	15.76	15.05	15.60	16.15
Maintenance Worker 11	14.87	15.42	15.97	15.27	15.82	16.37	15.68	16.23	16.78
Recreation Programmer	14.87	15.42	15.97	15.27	15.82	16.37	15.68	16.23	16.78
Volunteer Coordinator	14.87	15.42	15.97	15.27	15.82	16.37	15.68	16.23	16.78

** 6 MONTH RATE ACHIEVED AT THE COMPLETION OF 6 MONTHS SERVICE (130 SHIFTS FOR PART-TIME EMPLOYEES)

JOB RATE ACHIEVED AT THE COMPLETION OF 1 YEAR OF SERVICE (260 SHIFTS FOR PART-TIME EMPLOYEES)

1. Starting rates to be one dollar ten cents (\$1.10) per hour less than the job rate. The six (6) month rate to be fifty-five (55¢) per hour less than the job rate. The six (6) month rate to be reached at six (6) month of service or for part-time employees the completion of 130 shifts. The job rate to be reached at one (1) year of service or for part-time employees the completion of 260 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.
5. R.P.N.'s who hold a valid medication certificate will receive an additional premium of 25¢ per hour and is to be paid for all hours paid.

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 Coordinator
Evening/Night Coordinator

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

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

The parties hereby agree that the following shall form part of the Collective Agreement between the parties, dated .

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 28th day of July, 1998.

Tim Oke

For The Regional Municipality of Durham

Doris Cartwright

For The Canadian Union of Public Employees

Brenda Harford

For Local 132

MEMORANDUM OF AGREEMENT
between
THE REGIONAL MUNICIPALITY OF DURHAM
and
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132

The parties agree to the following to be included as part of the Collective Agreement:

The employer agrees that an employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the Workers' Compensation Act) and is unable to return to his/her regular duties shall be provided modified work suitable to his/her abilities which reflects his/her regular duties as closely as his/her abilities and task modification allow where possible, or with suitable alternate employment.

The employer agrees to continue discussions with the Union for purposes of improving and further developing the Modified Work Program in order to enhance its effectiveness thereby assisting employees to resume their regular duties or other alternative employment of a suitable nature.

Dated at Whitby, Ontario this 28th day of July, 1998.

Tim Oke
For The Regional Municipality of Durham

Doris Cartwright
For The Canadian Union of Public Employees

Brenda Harford
For Local 132

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 132

The parties agree to the following to be included as part of the settlement but not included as part of the Collective Agreement:

The Region agrees to post part-time positions prior to filling the position.

Dated at Whitby, Ontario this 28th day of July, 1998.

Tim Oke
For The Regional Municipality of Durham

Doris Cartwright
For The Canadian Union of Public Employees

Brenda Harford
For Local 132

MEMORANDUM OF AGREEMENT

between
THE REGIONAL MUNICIPALITY OF DURHAM
and
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132

The parties agree to the following to be included as part of the Collective Agreement:

The Region agrees to schedule the President of Local 132 to work on a steady day shift, Monday to Friday at the request of the Local.

Dated at Whitby, Ontario this 28th day of July, 1998.

Tim Oke
For The Regional Municipality of Durham

Doris Cartwright
For The Canadian Union of Public Employees

Brenda Harford
For Local 132

MEMORANDUM OF AGREEMENT

between
THE REGIONAL MUNICIPALITY OF DURHAM
and
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132

The parties agree to the following to be part of the settlement but not included as part of the Collective Agreement:

The Region agrees to investigate the possibility of making available, early Thursday mornings, the pay cheques of employees working the night shift.

Dated at Whitby, Ontario this 28th day of July, 1998.

Tim Oke
For The Regional Municipality of Durham

Brenda Cartwright / Barbara Gledhill
For The Canadian Union of Public Employees

Brenda Harford
For Local 132

