



COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 132

2008 - 2012

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**THIS AGREEMENT MADE THIS
24th DAY OF June, 2009**

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".
- 2.05 Temporary employees may only be utilized where no permanent full-time or part-time qualified employees are willing to perform the work. Temporary employee shall mean a person in the employ of the Employer and who is designated by the Employer as a temporary employee. Temporary employees shall be hired for a period not to exceed 12 months except that such time period may be extended by the mutual agreement of the parties. Such employees shall not be subject to the terms of this agreement except for: Article 1 – Purpose; Article 2 – Definitions, clause 2.05; Article 3 – Recognition, Article 4 – Relationship; Article 5 – Management Functions (excluding 5.02); Article 6 – Strikes or Lockouts; Article 7 – Compulsory Check-Off; Article 8 – Grievance Procedure, except that the grounds upon which a temporary employee shall be entitled to grieve shall be limited solely to a violation of Article 4, clause 4.01; Article 9 – Management Grievances; Article 19 – Safety Provisions; Article 23 – Paid Designated Holidays, except under (e), a temporary employee is restricted from using a lieu day prior to it being earned;

Article 24 – Relieving in other Grades; Article 25 – Wage Schedule and Classifications; Article 26 Hours of Work – clauses 26.02 and 26.03; Article 27 – Overtime (excluding clause 27.06); Article 28 – Shift Premium; Article 29 – Rest Periods; Article 31 – Duration and Automatic Renewal. Temporary employees shall receive 4% of earnings for vacation pay.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees of all Long Term Care Homes 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 parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or activity or non-activity in the Union.
- 4.02 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 10th 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 from the interpretation or application of the collective agreement 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 Departmental Head or designate within the Home, 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 Departmental Head or designate's answer, as follows:

Step 2:

The grievor, Steward, and Union Committee member shall take the grievance up with the Administrator of the Home or designate, 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 Director of Long Term Care and Services for Seniors or designate who shall render a decision within four (4) working days. The grievor may be represented at this Step by the Union Committee. A representative from the Human Resources Department 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 Director of Long Term Care and Services for Seniors.

Step 4:

The grievance shall be submitted to the Chief Administrative Officer or his designate, which will meet with the Union Committee within fourteen (14) days of the date of request for such meeting. The decision of the Chief Administrative Officer or his designate shall be given within seven (7) working days from the date of such meeting. Where the union specifically requests, the matter will be heard by the Chief Administrative Officer.

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.

8.09 Clearing of Record:

Any letter of reprimand, suspension or other sanction will be removed from the record of the employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for twenty-four (24) months. This clause shall not apply in matters concerning resident abuse.

8.10 An employee who claims he has been unjustly discharged may institute an appeal at Step 2 of the grievance procedure within five (5) working days of the effective date of discharge.

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 – ACCESS TO EMPLOYEE FILE

10.01 Upon request, an employee may review his/her employee file in Human Resources.

ARTICLE 11 - UNION COMMITTEE

11.01 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.

11.02 The Union shall advise the Employer of the personnel serving on this Committee.

11.03 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. It is understood that such permission shall not be unreasonably withheld.

- 11.04 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.
- 11.05 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 12 - SENIORITY

12.01 Seniority For Employees

- (a) A seniority list for employees will be established for all employees who have completed their probationary period of employment per 12.01(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 975 hours worked) 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 except in such cases where the employee alleges a violation of Article 4, clause 4.01. After completion of the probationary period, seniority shall be effective from the date of hire.

12.02 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.

12.03 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 13 - LOSS OF SENIORITY

- 13.01 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.
 - (e) He/she is off work for a continuous period of twenty four (24) calendar months except in the situation where the employee is absent due to compensable injury under the Workplace Safety and Insurance Act or is in receipt of long term disability benefits through the employer.
 - (f) Overstays an approved leave of absence and fails to obtain written extension from the Region.

ARTICLE 14- SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS

- 14.01
- (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.
 - (d) Part time positions will be posted as per 14.01(a) prior to filling the position.
- 14.02
- (a) Subject to Article 14.01 (a), promotions or changes in classification will be based on the skill, ability, experience and qualifications of the employees

concerned, but as between two employees of approximately equal standing based on upon the above factors, seniority shall govern.

However, where the most senior applicant is within the classification where the vacancy resides, Article 14.02(b) applies.

- (b) Transfers of employees within a classification will be made based on the most senior applicant able to meet the requirements of the job posting provided the Human Resources Corporate file contains no discipline greater than a 3 day suspension.

Full-time and part-time employees in the same classification shall be considered in the same classification for the purposes of this clause.

- 14.03 The name of the successful applicant for a job posting will be posted on the bulletin boards and a copy sent to the President.
- 14.04 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 14.02. The lead hand premium will be removed at the time the lead hand responsibilities cease.
- 14.05 An employee who is the successful applicant to a job posting in the same classification is not permitted to apply to any subsequent job postings in the same classification for a period of six (6) calendar months from the effective date of the appointment. This does not restrict a part time employee from applying to a full time position or a full time employee from applying to a part time position.

ARTICLE 15 - TRANSFERS TO SUPERVISORY POSITIONS

- 15.01 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 16 - SENIORITY APPLIED TO LAY-OFF AND RECALL

16.01 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.

16.02 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 16.03.

16.03 (a) 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.

16.03 (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.

- 16.04 Grievances concerning lay-offs or recalls shall be initiated at step 2 of the grievance procedure.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 The Employer may grant leave of absence, for personal reasons, of up to nine (9) 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.

- 17.02 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.

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

- 17.04 An employee shall be granted time off for bereavement leave, without loss of pay, according to the schedule below, following the date of death of:

- (a) An employee's spouse or child, up to nine (9) consecutive days.
- (b) A father, mother, father-in-law, mother-in-law, sister or brother, up to five (5) 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.

17.05 Pregnancy Leave:

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time, she shall furnish the employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits as required by the *Employment Standards Act*.

Upon the conclusion of an employee's leave under this article, the employer shall reinstate the employee to the position the employee most recently held with the employer, in the same facility, if it exists, or to a comparable position if it does not.

Credits for service and seniority shall accumulate while an employee is on pregnancy leave except for the calculation of the probationary period.

The employee shall reconfirm her intention to return to work on the date originally approved in under this leave by written notification received by the employer at least two (2) weeks in advance thereof.

- b) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-eight percent (78%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular earnings shall be determined by multiplying her regular hourly rate on her last day

worked prior to the commencement of the leave times her normal weekly hours.

17.06 Parental and Adoption Leave:

- a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

The employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

An employee who is an adoptive parent shall advise the employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum of six (6) months.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits as required by the Employment Standards Act.

Upon the conclusion of an employee's leave under this article, the employer shall reinstate the employee to the position the employee most recently held with the employer, in the same facility, if it exists, or to a comparable position if it does not.

Credits for service and seniority shall accumulate while an employee is on parental/adoption leave except for the calculation of the probationary period.

The employee shall reconfirm his or her intention to return to work on the date originally approved under this leave by written notification received by the employer at least two (2) weeks in advance thereof.

- 17.07 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.
- 17.08 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.
- 17.09 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 Human Resources 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.
- 17.10 Full-time Union President:
At the request of the union, the Region will grant the union president full-time off from his/her regular duties without loss of pay, benefits or seniority to deal solely with union matters for the duration of his/her term in office. The union agrees to reimburse the Region on a yearly basis for the salary of the full-time president. On the completion of his/her term of office, the president shall be returned to the position held prior to the leave of absence.

ARTICLE 18 - TOOLS, EQUIPMENT AND UNIFORMS

- 18.01 The Employer will provide such tools and equipment necessary to carry out the work of the Home.
- 18.02 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.
- 18.03 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.

- 18.04 If Management requires an employee to wear "Green Patch" safety footwear a \$70 reimbursement will be paid to the employee. Effective January 1, 2010, a \$90 reimbursement will be paid to the employee.
- 18.05 The Region will provide personal winter jackets with hoods for all employees who are normally required to shovel snow or work outside during cold weather. Such jackets shall only be worn at work. Jackets will only be replaced on an as needed basis at the discretion of the manager.

ARTICLE 19 - SAFETY PROVISIONS

- 19.01 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.
- 19.02 In recognition of this intent, the parties agree that Joint Health and Safety Committees shall be established and continued at each Home.

ARTICLE 20 - BENEFITS, PENSION AND RETIREMENT

- 20.01 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 \$110,000.00, effective January 1, 2010 of 130,000.00. 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 \$2,500.00.
 - (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. Effective January 1, 2010, the deductibles will be deleted for employees issued a drug card. This will include prescription glasses with a two hundred fifty dollar (\$250.00) maximum, effective January 1, 2010 a three hundred

fifty dollar (\$350.00) maximum per wearer over each two (2) year period. One optical exam will be covered every two years to a maximum of \$80 per visit.

(iii) Extended Benefits (ambulance, nurses, etc.).

Physio and psychology to a maximum of \$2000.00 per practitioner per year.

Massage Therapy - coverage at \$20 per visit to a maximum of 20 visits per calendar year. Effective January 1, 2010 this shall change to a maximum amount of \$400 per calendar year.

Chiropractic Services - coverage at \$20 per visit to a maximum of 20 visits per calendar year. Effective January 1, 2010 this shall change to a maximum amount of \$400 per calendar year.

Speech Therapy - The treatment of speech impairments is covered by a qualified speech therapist. The maximum amount payable is \$5,000 in a calendar year.

(e) Long-term disability - payable at 66-2/3% of basic earnings (fully integrated with government benefits) to a maximum of two thousand six hundred dollars (\$2,600) per month; effective January 1, 2010, a maximum of three thousand five hundred (\$3,500) 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 and basic dental recall every nine (9) months.

- Endodontics and periodontics - co-insurance with the plan paying 75% and the employee paying 25%. Scaling and/or root planing to an annual maximum of eight (8) time units per year
- Major restorative - co-insurance with plan paying 50% and the employee paying 50%
- an annual maximum of \$1,600 for all benefits. Effective January 1, 2010 an annual maximum of \$1,850.00 for all benefits.
- Payments under the plan will be based on the current O.D.A. Schedule of Fees.
- Orthodontal – co-insurance with plan paying 50% and employee 50%, dependent children only, lifetime maximum of \$1750 per child.

(g) Survivor Benefits:

In the event of the death of an active employee who is in receipt of benefits, the employee's spouse and dependents will continue to have EHB and dental coverage for a maximum of 24 months or age 65 of spouse or until they remarry, whichever comes first.

Employees over the age of 65 shall be excluded from Articles 20.01(a), 20.01(c), 20.01(e).

(h) Full-Time employees only:

Effective January 1, 2010, each full-time employee shall be issued a drug card with a dispensing fee cap of \$10.00 per prescription. There shall be mandatory generic drug substitution unless otherwise prescribed by a physician.

Part-Time employees only:

Effective January 1, 2010, each part-time employee with at least two years of service shall be issued a drug card with a dispensing fee cap of \$10.00 per prescription. There shall be mandatory generic drug substitution unless otherwise prescribed by a physician.

20.02 For Part-Time Employees

Such employees shall be entitled on an optional basis to participate in the Major Medical Insurance plan (para. 20.01 (d)) only.

20.03 The Employer will maintain all current pension plans. Regular full-time employees, *except as noted* below, must participate in O.M.E.R.S. The Region and employee shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan. Where permitted by O.M.E.R.S., an individual in receipt of an O.M.E.R.S. pension may either elect to have their pension suspended and re-enrol in O.M.E.R.S. while an employee of the Region or, continue to receive an O.M.E.R.S. pension and not enrol in O.M.E.R.S. while an employee of the Region.

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 20.02.

20.04 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.

- 20.05 Employees who retire early (before age 65) and achieve a factor 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) and the dental plan coverages up to age 65. The cost of this program is paid by the Region.
- 20.06 It is agreed that the total Employment Insurance premium reduction will accrue to the Region to offset increased benefit costs.

ARTICLE 21 - SICK LEAVE

- 21.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 21.02 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.
- 21.03 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.
- 21.04 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. Normally the physician's statement to cover absences of three (3) days or less will be asked for in advance.
- 21.05 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.
- 21.06 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.

21.07 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Workplace Safety and Insurance 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.

21.08 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 Workplace Safety and Insurance Board.

21.09 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 12.02) a maximum of nine (9) sick leave credits.)

ARTICLE 22 - VACATIONS WITH PAY

22.01 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 plus one day per additional year of service to a maximum of five days, effective with the accrual period commencing June 1, 2005.

Effective January 1, 2010:

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) year of service but less than eight (8) years of service, three (3) weeks.
- (c) Eight (8) years of service, but less than sixteen (16) years of service, four (4) weeks.
- (d) Sixteen (16) years of service, but less than twenty-five (25) years of service, five (5) weeks.
- (e) Twenty-five (25) years of service or more, six (6) weeks plus one day per additional year of service to a maximum of five additional days.

22.02 Vacations may be taken at any time in an unbroken period between January 1 and December 31 of any year by mutual agreement. 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.

22.03 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.

22.04 Vacations may be carried over from year to year upon approval by the Director of LTC and Services for Seniors.

22.05 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.

22.06 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 third (3rd) anniversary

- (b) six per cent (6%) of earnings from their third (3rd) anniversary up to their eighth (8th) anniversary
- (c) eight per cent (8%) of earnings from their eighth (8th) anniversary up to their sixteenth (16th) anniversary
- (d) ten per cent (10%) of earnings from their sixteenth (16th) anniversary up to their twenty-fifth (25th) anniversary
- (e) twelve per cent (12%) of earnings thereafter from their twenty-fifth anniversary onwards.

22.07 An employee's vacation entitlement will be determined by his/her last date of hire with the Region.

22.08 Requests for vacations must be filed by April 1st of each year. The particular Home in which the employee works will post the approved vacation schedule on or before May 15th in the work area concerned. Subject to the Region's right to maintain a qualified workforce, the choice of vacation days will be granted in order of seniority. It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion. Vacation requests made after April 1st will be considered on a first-come first-served basis.

ARTICLE 23 - PAID DESIGNATED HOLIDAYS

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

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
2nd Monday of June	Boxing Day
Canada 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/her full-scheduled shift on each of the working days immediately prior

to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

- (b) A part-time employee shall be eligible for paid Designated Holidays if he has worked or been scheduled at least three (3) shifts 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 within the period thirty (30) days before to sixty (60) 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 WSIB benefits, the individual will be able to reschedule the holiday, provided the employee returns to work within 30 days of the scheduled 'stat' day.
- (i) Once staffing needs for the Homes have been met, additional requests for time off during Christmas holidays shall be granted in the order of seniority.

ARTICLE 24 - RELIEVING IN OTHER GRADES

- 24.01 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.

24.02 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 25 - WAGE SCHEDULE AND CLASSIFICATIONS

25.01 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.

25.02 Where the Region introduces a new classification or where the core duties of an existing classification have changed extensively, the parties agree that a job information questionnaire will be completed for the classification, the classification will be evaluated and a rate of pay determined.

ARTICLE 26 - HOURS OF WORK

26.01 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.
- (d) Shift schedule and rotation shall be selected on the basis of seniority.

26.02 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.
- (h) Employees who work a full shift of 7.5 hours where there is a change from Daylight Savings to Standard Time or vice versa, will be compensated at the applicable number of hours worked.
- (i) Shift exchanges between employees must be pre-approved by the supervisor. The employees must provide, in writing, to the supervisor a request for a shift exchange. The shift exchange must meet operational needs and not incur any additional cost to the employer.

26.03 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 27 - OVERTIME

- 27.01 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 normal hourly rate.
- 27.02 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 normal hourly rate.
- 27.03 Part-time employees shall be paid at one and one-half (1-1/2) times the normal 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.
- 27.04 Under no circumstances shall overtime be allowed to pyramid.
- 27.05 Where an employee works in excess of seven and one half (7 ½) hours per shift on a designated holiday, he/she shall be paid two (2) times (or two and three quarter (2.75) times for Christmas Day) his/her normal hourly rate for all hours worked in excess of seven and one half (7 ½).
- 27.06 Part time employees shall not be scheduled to work more than three (3) consecutive weekends. Any part time employee required to work a 4th weekend shall be paid at one and one half times the straight time rate for all hours worked on the 4th and consecutive weekends until he has a scheduled weekend off. This clause shall not be triggered by the acceptance of call-ins nor shall this clause apply to those part time employees hired primarily to work weekends.

ARTICLE 28 - SHIFT PREMIUM

- 28.01 A shift premium of eighty (80) cents 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.
- 28.02 A weekend premium of forty-five (\$.45) cents per hour will be paid for the full-shift where one half or more of the shift falls between the hours of 2300 hrs Friday and 0700hrs Monday.

ARTICLE 29 - REST PERIODS

29.01 The Employer grants the privilege 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 30 - GENERAL

30.01 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.

30.02 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 30.01 (a) (b) (c) only.

- 30.03 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.
- 30.04 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 31 - DURATION AND AUTOMATIC RENEWAL

- 31.01 This Agreement shall be deemed to have come into effect on the 1st day of April, 2008 and shall remain and continue in force until March 31, 2012 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 24th day of June, 2009.

ON BEHALF OF THE REGIONAL MUNICIPALITY OF DURHAM

(Sgd.) Roger Anderson
Regional Chair

(Sgd.) P.M. Madill
Regional Clerk

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

(Sgd.) Jan Tutton
President, Local 132

(Sgd.) Jackie Campbell
Vice President, Local 132

(Sgd.) Shirley Naczynski
Vice President, Local 132

(Sgd.) Joe Matasic
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, 2008

	START RATE	6 MO RATE	JOB RATE
ADJUVANT	21.28	21.83	22.38
ASSISTANT CHEF	21.28	21.83	22.38
FOOD SERVICE AIDE	19.01	19.56	20.11
HEALTH CARE AIDE (cert)	21.28	21.83	22.38
HEALTH CARE AIDE (un-cert)	21.13	21.68	22.23
HOUSEKEEPING AIDE	19.01	19.56	20.11
MAINTENANCE WORKER 1	19.97	20.52	21.07
MAINTENANCE WORKER 2	26.19	26.74	27.29
MECHANICAL MAINTENANCE WORKER	21.28	21.83	22.38
RECREATION PROGRAMMER	21.28	21.83	22.38
REGISTERED PRACTICAL NURSE	26.19	26.74	27.29
SECOND COOK	21.28	21.83	22.38
UTILITY AIDE	19.01	19.56	20.11
SUMMER STUDENT	15.00	15.00	15.00

** Six MONTH RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 975 HOURS WORKED.

JOB RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 1725 HOURS WORKED.

April 1, 2009

	START RATE	6 MO RATE	JOB RATE
ADJUVANT	21.95	22.50	23.05
ASSISTANT CHEF	21.95	22.50	23.05
FOOD SERVICE AIDE	19.61	20.16	20.71
HEALTH CARE AIDE (cert)	21.95	22.50	23.05
HEALTH CARE AIDE (un-cert)	21.80	22.35	22.90
HOUSEKEEPING AIDE	19.61	20.16	20.71
MAINTENANCE WORKER 1	20.60	21.15	21.70
MAINTENANCE WORKER 2	27.01	27.56	28.11
MECHANICAL MAINTENANCE WORKER	21.95	22.50	23.05
RECREATION PROGRAMMER	21.95	22.50	23.05
REGISTERED PRACTICAL NURSE	27.01	27.56	28.11
SECOND COOK	21.95	22.50	23.05
UTILITY AIDE	19.61	20.16	20.71
SUMMER STUDENT	15.00	15.00	15.00

**

SIX MONTH RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 975 HOURS WORKED.

JOB RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 1725 HOURS WORKED.

April 1, 2010

	START RATE	6 MO RATE	JOB RATE
ADJUVANT	22.53	23.08	23.63
ASSISTANT CHEF	22.53	23.08	23.63
FOOD SERVICE AIDE	20.13	20.68	21.23
HEALTH CARE AIDE (cert)	22.53	23.08	23.63
HEALTH CARE AIDE (un-cert)	22.38	22.93	23.48
HOUSEKEEPING AIDE	20.13	20.68	21.23
MAINTENANCE WORKER 1	21.14	21.69	22.24
MAINTENANCE WORKER 2	27.71	28.26	28.81
MECHANICAL MAINTENANCE WORKER	22.53	23.08	23.63
RECREATION PROGRAMMER	22.53	23.08	23.63
REGISTERED PRACTICAL NURSE	27.71	28.26	28.81
SECOND COOK	22.53	23.08	23.63
UTILITY AIDE	20.13	20.68	21.23
SUMMER STUDENT	15.00	15.00	15.00

**

SIX MONTH RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 975 HOURS WORKED.

JOB RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 1725 HOURS WORKED.

April 1, 2011

	START RATE	6 MO RATE	JOB RATE
ADJUVANT	23.12	23.67	24.22
ASSISTANT CHEF	23.12	23.67	24.22
FOOD SERVICE AIDE	20.66	21.21	21.76
HEALTH CARE AIDE (cert)	23.12	23.67	24.22
HEALTH CARE AIDE (un-cert)	22.97	23.52	24.07
HOUSEKEEPING AIDE	20.66	21.21	21.76
MAINTENANCE WORKER 1	21.70	22.25	22.80
MAINTENANCE WORKER 2	28.43	28.98	29.53
MECHANICAL MAINTENANCE WORKER	23.12	23.67	24.22
RECREATION PROGRAMMER	23.12	23.67	24.22
REGISTERED PRACTICAL NURSE	28.43	28.98	29.53
SECOND COOK	23.12	23.67	24.22
UTILITY AIDE	20.66	21.21	21.76
SUMMER STUDENT	15.00	15.00	15.00

** Six MONTH RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 975 HOURS WORKED.

JOB RATE FOR PART-TIME EMPLOYEES TO BE PAID AT THE COMPLETION OF 1725 HOURS WORKED.

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) cents 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 975 hours. The job rate to be reached at one (1) year of service or for part-time employees the completion of 1725 hours.
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. The Region may hire summer students who will be subject to the same articles of the collective agreement that apply to temporary part-time employees as outlined in Article 2.05. Summer students shall be paid pursuant to the summer student wage in Appendix "A".

RE: MANAGEMENT POSITIONS IN LONG TERM CARE HOMES

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

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 132

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

At the request of the union, the Region will schedule the Local President and Vice-Presidents, to a total maximum of two persons per Home, to work on a steady day shift, Monday to Friday.

Dated at Whitby, Ontario this 24th day of June, 2009.

Matthew Wilson
For The Regional Municipality of Durham

Joe Matasic
For The Canadian Union of Public Employees

Jan Tutton
For CUPE Local 132

**MEMORANDUM OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132**

RE: RETURN TO WORK PROGRAM

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

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place disabled employees in their regular classification. The full range of accommodation will be considered to enable employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will cooperate in finding suitable alternative employment.

The parties agree to establish a Joint Return to Work Core Committee consisting of the President of the Local or his or her designate and a Human Resources representative, who will serve as Co-chairpersons. The Committee may be augmented by, but not limited to, the manager from the employee's work location and the employee. The Human Resources representative will serve as the Committee's liaison with the treating physician, rehabilitation specialists, etc.

Where the employee cannot be accommodated in their regular classification, the Core Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for:

1. The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, whether work-related or not.

2. The return to productive and gainful employment, where practicable, for those employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as capable of performing duties of another classification.

Dated at Whitby, Ontario this 24th day of June, 2009.

Matthew Wilson
For The Regional Municipality of Durham

Joe Matasic
For The Canadian Union of Public Employees

Jan Tutton
For CUPE Local 132

**MEMORANDUM OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132**

**RE: SCHEDULING OF STATS., LIEU DAYS AND VACATIONS ON WEEKENDS
(HILLSDALE ESTATES & TERRACES)**

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

Where operational requirements permit, an employee may be able to utilize stat. days, lieu days and vacations on weekends.

This memorandum may be cancelled by either party with 30 days written notice. Where notice has been given, the parties will meet to discuss and attempt to resolve the issues leading to the cancellation.

Dated at Whitby, Ontario this 24th day of June, 2009.

Matthew Wilson
For The Regional Municipality of Durham

Joe Matasic
For The Canadian Union of Public Employees

Jan Tutton
For CUPE Local 132

**MEMORANDUM OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132**

RE: SICK LEAVE

The parties agree to establish a committee to study and discuss the feasibility of implementing a Short Term Disability Plan.

Dated at Whitby, Ontario this 24th day of June, 2009.

Matthew Wilson
For The Regional Municipality of Durham

Joe Matasic
For The Canadian Union of Public Employees

Jan Tutton
For CUPE Local 132

**LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 132**

1. The parties acknowledge that part-time staff are expected to be available for call-ins. The practice of submitting availability at each Home will continue.
2. Where there is a pattern of refusals or unavailability, management may meet with the employee to reinforce the expectations of being available for call-ins.
3. Employees may be scheduled and called-in for a combined total of 10 shifts per pay period (excluding any overtime).
4. If an employee refuses a call-in it will be deemed to be a shift for the purpose of calculation in paragraph #3. Once an employee has reached a combined total of 10 scheduled shifts, call-ins and refusals, he/she may not receive any further call-ins for that pay period.
5. This provision is not to be construed as a minimum guarantee of shifts for an employee and Article 26.03 still applies.

Dated at Whitby, Ontario this 24th day of June, 2009.

Matthew Wilson
For The Regional Municipality of Durham

Joe Matasic
For The Canadian Union of Public Employees

Jan Tutton
For CUPE Local 132

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