



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF DURHAM**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1764**

**April 1, 2008 to March 31, 2011**

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**THIS AGREEMENT made this 18th day of June, 2008**

**between**

**THE REGIONAL MUNICIPALITY OF DURHAM**

**(hereinafter called the "Region")**

**OF THE FIRST PART**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its LOCAL 1764**

**(hereinafter called the "Union")**

**OF THE SECOND PART**

## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Region and its employees in the interest of efficient administration of the Region's affairs, and to provide 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 the employees in the bargaining unit of the Union.

## **ARTICLE 2 - MANAGEMENT FUNCTIONS**

2.01 The Union recognizes that it is the function of the Region to:

- (1) 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.
- (2) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Region by statute and/or by-laws of the Region.
- (3) 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.
- (4) 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, and the location of all plants and equipment.

2.02 The Region 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.

2.03 No regular employee shall be disciplined or discharged without just cause.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

- 3.01 The Region recognizes the Canadian Union of Public Employees and its Local #1764 as the sole and exclusive bargaining agent of all its employees as defined in the Ontario Labour Relations Board's declaration issued and dated October 1st, 1974 pursuant to the agreement between the parties September 18, 1974 and as further defined in the Ontario Labour Relations Board's decision dated May 6, 1976 and the agreement between the parties dated September 11, 1975 and as further defined in the Ontario Labour Relations Board's decision dated September 21, 1976 and the agreement between the parties dated November 8, 1976 and the agreement between the parties dated March 7, 1989. The parties agree to include persons who are employed for not more than twenty-four (24) hours per week and who are employed in positions, which would otherwise fall within the scope of the bargaining unit. The parties further agree that the Adult Protective Service Worker classification is excluded.

### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- 4.01 All employees shall have monthly Union dues assessed by the Union on its members according to its Constitution. Such dues shall be deducted by the Region each pay and shall be remitted by the fifteenth day of the following month to the Treasurer of the Union, with a list of the names of employees and their individual base salary rates from whom such deductions have been made. The information shall also include an employee's classification and current employment status. The Region shall be notified in writing at least sixty (60) calendar days prior to any required change in Union dues assessment.
- 4.02 The Union shall be responsible for keeping the Region informed as to the name and address of the Treasurer.
- 4.03 The Union agrees to indemnify the Region and save it harmless from any grievance, claim or liability arising from or related to the operation of this Article.
- 4.04 The amount of Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.

## **ARTICLE 5 - NO DISCRIMINATION**

5.01 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.

## **ARTICLE 6 - NO STRIKE OR LOCKOUT**

6.01 In view of the 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 shall be no strike, picketing, slowdown or stoppage of work either complete or partial, or any interference with the operation of the Region, and the Region agrees that there shall be no lockout.

6.02 The parties agree that where an emergency has been declared according to statute by the Regional Chairman, the Provincial Government, the Federal Government or at a Local Municipality that impacts the Region of Durham, all regional staff with any type of emergency measures responsibilities, where practicable, will not be permitted to strike or be locked out and will be required to return to work.

## **ARTICLE 7 - REPRESENTATION**

7.01 The Region agrees to recognize the following Union representation:

- (a) Union Bargaining Committee of not more than six (6) employees, whose function shall be to deal with matters (other than grievances) arising from or pertaining to the Collective Agreement.
- (b) A Grievance Committee of not more than three (3) employees, except that the Grievance Committee may be augmented by the Union President.
- (c) No individual employee or group of employees shall undertake to represent the Union at meetings with the Region without proper authorization of the Union. In order that this may be carried out, the Union will supply the Region with the names of its officers. Similarly, the Region will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 7.02 The Union shall have the right to appoint Stewards to assist employees in the preparation of grievances, according to the grievance procedure. The number of Stewards from a department or division shall be as set out in Schedule '1' attached to and forming part of this Agreement.
- 7.03 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who may, on permission of the Commissioner of Human Resources, have access to the Region's premises to assist in the settlement of any dispute arising from the provisions of this Agreement. The President of the Local or designated Table Officer shall have reasonable access to the Region's premises for the purpose of dealing with matters arising from this Agreement.
- 7.04 The Union acknowledges that the Committee members and stewards must continue to perform their regular duties on behalf of the Region, and that such persons shall not leave their duties for Union business without first obtaining the permission of their Manager or his/her designate, which permission shall not be unreasonably withheld. On the completion of the Union business, the member or steward shall report back to his/her Manager or designate or to any job to which the employee was previously directed, and give any reasonable explanation which may be requested with respect to his absence.
- 7.05 In accordance with this understanding, such employees will be compensated by the Region to the extent of their straight-time pay for such time spent in dealing with matters arising out of this Agreement, up to but not including matters arising from any arbitration proceedings or matters before an official third party save and except attendance at meetings before a Conciliation Officer appointed under Section 18 of The Labour Relations Act.
- 7.06 Union business will be conducted, to the extent practical, outside regular working hours.
- 7.07 Compensation will not be allowed for time spent outside of the employees' regular working hours, and the Region reserves the right to withhold payment if the aforementioned Committee members and Stewards do 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 8 - GRIEVANCE PROCEDURE**

8.01 Differences or disputes arising between the Region 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) in dispute, the nature of the grievance and the remedy sought. It is agreed by the parties that grievances should be settled as early as possible in the grievance procedure.

Step 1: An employee having a grievance shall present it to his Steward in writing. If the Union Steward considers the grievance to be justified, they shall jointly take the matter up within five (5) business days of the event giving rise to the grievance to the appropriate representative of management, who shall have five (5) business days in which to render a decision.

Failing a satisfactory settlement, the second Step of the grievance procedure shall be invoked within five (5) business days of the management's answer at Step 1.

Step 2: The grievance shall be submitted to the Department Head or his/her designate who shall meet with the grievor and who shall render a decision within five (5) business days. The grievor may be accompanied and represented at this Step by the Grievance Committee.

Failing a satisfactory settlement, the third Step of the grievance procedure shall be invoked within five (5) business days of the management's answer at Step 2.

Step 3: (i) The grievance shall be submitted to the Commissioner of Human Resources, who will meet with the grievor and the Grievance Committee within ten (10) business days of the date of request for such meeting. The decision shall be given within seven (7) business days from the date of such meeting. Where the grievance has a significant impact on the membership as a whole, the union may request that the matter be heard directly by the Commissioner of Human Resources.

(ii) Prior to the scheduling of an arbitration hearing, the parties shall retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration. A mediation meeting will be held within sixty (60) days of receipt of notification of arbitration as provided for in this clause except where mutually agreed by the parties.

In order to facilitate the timely scheduling of mediation meetings required under this clause, the parties will meet periodically to review and select available qualified mediators mutually acceptable to the parties. Such agreed mediators will be placed on a list of mediators that may be retained by the parties on an as needed basis.

Mediator costs will be shared equally between the parties. The parties agree that information exchanged during the mediation process is privileged and discussions are on a without prejudice basis.

This step may be bypassed by agreement of the parties.

(iii) If the parties at this Step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) business days, as defined in the Ontario Labour Relations Act as amended from time to time.

- 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 business 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 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- 8.07 It is understood that the Region may bring forward at any meeting held with the Union Bargaining Committee any complaint with respect to the conduct of the Union and that, if such complaint by the Region 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.

- 8.08 Whenever the Region deems it necessary to issue a written warning, suspend or discharge an employee, the Region shall forward a copy of the disciplinary letter to the Secretary of the Union, within five (5) days thereafter.
- 8.09 When an employee is discharged, disciplined or suspended, he shall be given the reason in the presence of the Steward.
- 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) business days of the effective date of discharge.
- 8.11 Should it be found during the grievance procedure that an employee has been unjustly suspended or discharged such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.
- 8.12 Grievances concerning lay-offs or recalls shall be initiated at step 2 of the grievance procedure.

#### **ARTICLE 9 – EMPLOYEE FILES**

- 9.01 Where a written assessment is made in regard to an employee's performance, the employee shall receive a copy and be provided with the opportunity to comment.
- 9.02 Upon request, an employee may review his/her employee file in Human Resources.
- 9.03 Any discipline will be removed from the record of an employee twenty-four (24) months following receipt of such discipline provided that such employee's record has been discipline free for that time.

#### **ARTICLE 10 - SAFETY**

- 10.01 The parties agree to co-operate to the fullest extent in the prevention of accidents, and with such promotion of safety and health as is deemed necessary. It is recognized that all employees have a prime responsibility to observe safe working methods and conduct.

## **ARTICLE 11 - SENIORITY**

- 11.01 Seniority is defined as the length of service with the Region since the most recent date of hire into the bargaining unit, and shall be a factor in determining promotions, transfers, demotions, layoffs, recalls and vacations. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in this Agreement.
- 11.02 An employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of hire. The conditions of employment with respect to probationary employees shall be as set out in Article 30 - Employee Definitions, paragraph 30.02.
- 11.03 An employee who satisfactorily completes the probationary employment shall be placed on the seniority list and will be credited with seniority at a date six (6) months prior to acquiring such seniority.
- 11.04 The Region shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year. A current electronic copy of the seniority list will be forwarded to the Union on a quarterly basis.
- 11.05 Seniority shall be lost and employment terminated where an employee:
- ( i) Voluntarily resigns.
  - ( ii) 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 lay-off, whichever is the lesser.
  - (iii) Fails to confirm his intention to return to work within five (5) working days after notice to return to work has been sent to him by registered mail to the last address on the Region's records, or fails to return to work within seven (7) working days from the date of such registered notice, unless a reason satisfactory to the Region is provided.
  - ( iv) Is absent from work in excess of three (3) working days without sufficient cause or without notifying his immediate supervisor.
  - ( v) Overstays an approved leave of absence and fails to obtain written extension from the Region.
  - ( vi) Is discharged for cause and not reinstated through the grievance procedure.

- 11.06 Where an employee is transferred or promoted to a position not subject to the terms of this Agreement, he shall retain the Seniority accrued to the date of the transfer or promotion from the bargaining unit for up to nine (9) months. If the employee is placed back into a position covered by the terms of this Agreement, his aforementioned Seniority shall be credited to him.

## **ARTICLE 12 - LAYOFF AND RECALL**

- 12.01 In the event of a reduction in the full-time workforce of a department, layoff shall commence with the full-time employee with the least amount of total seniority within the bargaining unit, within the job classification affected.
- 12.02 In the event of a reduction in the part-time workforce of a department, layoff shall commence with the part-time employee with the least amount of total seniority within the bargaining unit, within the job classification affected.
- 12.03 A full-time employee given the notice of lay-off may utilize his/her seniority to displace the most junior full-time employee in a classification with the same or lower job rate provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the employee whose position is being claimed.
- If there are no full-time positions available for which the employee can utilize his/her seniority then the full-time employee given notice may utilize his/her seniority to displace the most junior part-time employee in a classification with the same or lower job rate provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the part-time employee whose position is being claimed.
- Employees displaced under this process shall have rights to the same procedure.
- 12.04 A part-time employee given the notice of lay-off may utilize his/her seniority to displace the most junior part-time employee in a classification with the same or lower job rate provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the employee whose position is being claimed.
- Employees displaced under this process shall have rights to the same procedure.
- 12.05 An employee who elects to use his seniority as in paragraphs 12.03 and 12.04 above, shall receive the rate of pay for the position which he/she secures.

- 12.06 Notice of lay-off shall be given to an employee fourteen (14) calendar days in advance of lay-off. The Region agrees to give as much further notice as is possible under this article.
- 12.07 In the event of recall, positions will be filled in the reverse manner to the layoff provided the employee's ability and qualifications are sufficient. A full-time employee will be recalled to either a full-time or part-time position and a part-time employee will only be recalled to a part-time position.

### **ARTICLE 13 - BULLETIN BOARDS & DISTRIBUTION LISTS**

- 13.01 The Region will provide bulletin boards in areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union Activity. Before posting, such notices must be signed by an officer of the Local Union.
- 13.02 The Employer will provide annually after April 1, in accordance with any applicable legislation, a mailing list of home addresses and telephone numbers of all CUPE members. The list will be generated from the information that the Employer has on file. CUPE members who do not want the Union to have this information shall notify, in writing, the Department of Human Resources by March 31 of each calendar year. The Employer will not be held liable for the accuracy of the list nor for the use of the information by the Union.
- 13.03 The Employer will establish a distribution list on the internal e-mail system for CUPE members who normally have access to the system so that the Union may communicate with its' members directly. Such communication will not contain information that reflects negatively on the Employer. While the Employer agrees to maintain the distribution list, including the placement of new hires and the deletion of members from the list, the Employer will not be held liable in regard to such matters.

### **ARTICLE 14 - JOB POSTINGS AND PROCEDURES**

- 14.01 When a vacancy occurs or a new position is created which is subject to the provisions of this Agreement, the Region shall, with the exception of positions in the lowest salary level, post the position on bulletin boards accessible to employees for a period of five (5) working days so that employees may have the opportunity to make written application for the position. No outside applicants shall be considered until internal applicants for the position have been considered and notified of the outcome. The name of the successful applicant will be posted on the bulletin boards.

14.02 Temporary vacancies such as those caused by an employee's absence due to leave of absence, illness, accident, vacations, temporary transfers, and temporary jobs caused by peak-load conditions, shall not be posted, and it is agreed that any such vacancies may be filled by temporary employees. Positions arising from temporary vacancies expected to last in excess of thirty (30) calendar days should be offered to the qualified employees in the department on the basis of seniority before being filled by temporary employees. Only the original vacancy shall be required to be filled in this manner.

This provision shall not be construed to inhibit the customary use of students in student work programs, but such programs shall not jeopardize the continued employment of employees who are subject to the terms of this Agreement.

14.03 Selection of the successful candidate shall be based on the skill, ability, education, experience and qualifications of the employee(s) responding to the job posting, but where these factors are relatively equal and meet the requirements of the position, seniority shall govern.

14.04 An employee successful in a job posting application shall not be permitted to re-apply to any subsequent job posting for a period of six (6) calendar months from the effective date of the appointment unless approval is obtained from the employee's Department Head or his/her designate. An employee successful to a temporary vacancy shall not be permitted to fill any subsequent temporary vacancy that may arise during his/her initial temporary vacancy appointment.

## **ARTICLE 15 - HOURS OF WORK**

15.01 The normal hours of work shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) hours, Monday to Friday inclusive for the positions shown in Appendices "A" and "C", and forty (40) hours per week consisting of five (5) shifts of eight (8) hours, Monday to Friday inclusive, for the positions shown in Appendix "B". Such shifts shall be contained within the period of seven (7) a.m. to six (6) p.m.

15.02 It is agreed that should it become necessary to establish shifts other than those shown in this Article, the Region will do so only after consultation with the Union. The Region will provide adequate notice to an employee where a change in hours is required.

15.03 No seven (7) hour shift shall be spread over more than eight (8) hours, and no eight (8) hour shift shall be spread over more than nine (9) hours, with one unpaid hour off for lunch in each case.

15.04 The provisions of para. 15.01 shall not apply to the following personnel, whose normal shift arrangements shall be as set out herein or as determined by the Region:

- (i) Child Care employees, who shall be scheduled to work between seven (7) a.m. and six (6) p.m., Monday to Friday inclusive at seven (7) hours per day, thirty-five (35) hours per week.
- (ii) Building Maintenance personnel, who shall work five (5) shifts of seven (7) hours each for thirty-five (35) hours per week within a five (5) day period.
- (iii) Any personnel of the Works Department assigned to shifts for emergency operations.
- (iv) Appraiser-Negotiators, to whom in addition the provisions of para. 15.03 shall not apply.
- (v) Any temporary employee assigned to Traffic Counting operations to whom in addition the provisions of paragraph 15.03 shall not apply.
- (vi) Any personnel of the Works Department whose normal place of work is a Regional Depot.
- (vii) Clerical employees in the Homes For The Aged.
- (viii) Collectors and Meter Readers in the Finance Department who may work until eight (8) p.m. on two days each week, Fridays excepted.
- (ix) Employees in Behaviour Management who may be scheduled to work up to nine (9) p.m.
- (x) Employees in the Department of Health Services whose hours of work shall be as set out in the attached Memorandum of Agreement entitled "Re: Modified Conditions of Employment in the Department of Health Services".
- (xi) Employees in POA who may be scheduled to work up to 6:30 p.m.
- (xii) Part-time clerical/administrative employees in Family Services who may be scheduled to work up to 9:00 p.m.
- (xiii) The Regional Environmental Laboratory employee's normal work week shall consist of five (5) consecutive shifts of seven (7) hours. This clause is effective only for newly hired staff after September 1, 2004 and any staff that volunteers.



- (xiv) The Employer may establish shifts with hours of work up until 11:00pm in the CIS Department. The scheduling of such shifts shall be on the basis of seniority provided, however, no employee hired before July 1, 2008 shall be required to work such shift.
- 15.05 The normal weekly hours of work stated in this Agreement are for the purpose of calculating overtime only.
- 15.06 All employees shall be permitted a fifteen (15) minute rest period in the first four-hour period and the second four-hour period of the shift.
- 15.07 Employees who work a full shift where there is a change from Daylight Savings to Standard Time or vice versa, will be compensated at the applicable rate for the applicable number of hours worked.

#### **ARTICLE 16 - OVERTIME**

- 16.01 All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime.
- 16.02 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 16.03 Overtime will be paid at the rate of time and one-half the straight-time rate except for overtime on Sunday and Christmas Day which will be paid at double the straight-time rate. Time off in lieu of overtime payment may be granted at an employee's request on the basis of one and one-half (1-1/2) hours off for one hour of overtime worked. The scheduling of any such time off is subject to the approval of the Department Head or his/her designate.
- 16.04 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work.
- 16.05 Under no circumstances shall pyramiding of overtime pay and premium pay be allowed.
- 16.06 Payment of overtime shall not be made where an approved change of shifts is arranged between employees which requires the employee(s) to work in excess of the normal daily or weekly hours.

#### **ARTICLE 17 - CALL BACK, STANDBY AND SHIFT PREMIUM**

- 17.01 A minimum of three (3) hours pay at the appropriate overtime rate will be paid to an employee who is called back to work after having left the premises on completion of his regular shift.

- 17.02 Additional or successive call backs commencing and concluding within the three hour period shall be regarded as part of the original call back.
- 17.03 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.
- 17.04 An employee designated to standby duty during other than normal hours of work will receive twenty-seven (27) dollars per standby shift.
- 17.05 An employee who is on standby and performs Regional business while on standby but is not called back to work after having left the premises will receive 2 times the employee's normal hourly rate for all work performed. The employee is required to formally log all work performed including telephone calls.
- 17.06 Employees who are assigned to a rotating shift schedule will be paid a shift premium if the shift commences between the hours of twelve (12) noon and two (2) a.m. The shift premium shall be ninety (90) cents per hour for the full shift.

#### **ARTICLE 18 - CLOTHING AND EQUIPMENT**

- 18.01 Printing Section Staff, Stockkeepers, Stockkeeper Coordinator(s), Lab Technicians, Dental Staff and the Courier shall be provided with two (2) smocks and/or uniforms. Building Maintenance Staff and Social Housing Custodial and Maintenance Staff will be provided with five (5) uniforms upon hire.
- The above will be replaced as necessary. Such equipment will remain the property of the Region.
- 18.02 Employees will be supplied with required tools and equipment to perform their duties as determined by the Department Head or his/her designate. Such tools shall remain the property of the Region.
- 18.03 Effective January 1, 2009, employees who require safety footwear as deemed necessary by the Region, will be reimbursed for safety footwear up to one hundred and fifty (\$150) dollars per calendar year upon the presentation of the receipt.

## **ARTICLE 19 - LEAVE OF ABSENCE**

- 19.01 The Region may grant a leave of absence for personal reasons, of up to nine (9) consecutive months, without pay and 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.
- 19.02 All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave. A written reply shall be given within five (5) days of such request.
- Leave of absence without pay or loss of seniority for attendance at Union Conferences, seminars and conventions will be granted to not more than six (6) employees at any one time for a period not to exceed eighty (80) working days cumulative in any one year, and not more than one (1) employee from a department at a time where it would disrupt the operation of a department.
- 19.03 Except as otherwise stated, an employee may only accumulate seniority during the first three (3) months of a granted leave of absence.
- 19.04 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:
- (i) an employee's spouse or child, up to nine (9) consecutive days;
  - (ii) a father, mother, father-in-law, mother-in-law, sister or brother, up to four (4) consecutive days:
  - (iii) an employee's grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild, up to two (2) consecutive days.
  - (iv) an additional two (2) days travelling time, without pay, may be granted by the Department Head or his/her designate to permit the employee to attend a funeral in the family that is to be held at a distant point.
- 19.05 Extension of group benefit coverage is available to employees who are on approved leave of absence, provided the required contribution of one hundred (100) percent is paid monthly by the employee in advance of the beginning of every month except as modified by the Employment Standards Act.
- 19.06 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 Region shall pay the employee his full basic wage or salary for the period of such service, provided that the employee shall turn over to the Region 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.

- 19.07 The Region may grant leave of absence of up to one (1) month without pay and without loss of seniority or occupational classification to allow any employee to be a candidate in a federal, provincial or municipal election.
- 19.08 The Region may grant leave of absence of up to one (1) year without pay and without loss of accrued seniority or occupational classification to any employee to serve in a full-time position with the Canadian Union of Public Employees or any Provincial or National body with which the Union is affiliated. Such leave may be renewed each year upon request.
- 19.09 In the event of an emergency involving serious illness in his family, an employee may be granted up to one (1) day off per year with pay to deal with the emergency.
- 19.10 At the request of the Union, the Region will grant the Union president full-time off from his/her regular duties 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.
- 19.11 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.
  - (b) 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.
  - (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
  - (d) Credits for service and seniority shall accumulate while an employee is on pregnancy leave except for the calculation of the probationary period.
  - (e) 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 for a period not exceeding fifteen (15) weeks. That benefit will be equivalent to the difference between seventy-eight percent (78%) of her normal 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. Receipt by the Employer of the employee's Employment Insurance cheque stub shall constitute 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.

19.12 Parental/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.
- (b) 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.
- (c) 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 relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) 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 twelve (12) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

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

## **ARTICLE 20 - DESIGNATED HOLIDAYS**

20.01 Regular and probationary employees shall be entitled to the following paid holidays which shall also be granted to temporary employees:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Half day at Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Half day at New Year's Eve

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

Employees in Children's Services and Infant Development shall work on Remembrance Day and have full day holidays on Christmas Eve and New Year's Eve.

20.02 To be eligible for holiday pay an employee must work his full scheduled shift immediately preceding and his full scheduled shift immediately following the holiday. Payment for the holiday shall be one day's pay at the employee's straight-time rate.

20.03 Where absence on either or both of the qualifying working shifts in para. 20.02 is either with the written permission of the Department Head or his/her designate or is due to illness attested to by a physician's certificate, payment will be made. When an employee is on a leave of absence without pay or sick leave without pay in excess of one (1) month he shall not be paid for any designated holiday(s) falling within the period of leave of absence or sick leave without pay.

20.04 When any of the above holidays fall on a Saturday or Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Region as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.

## **ARTICLE 21 - VACATIONS WITH PAY**

- 21.01 All regular employees will receive vacation with pay in accordance with the following schedule.
- (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 10 years of service, three (3) weeks.
  - (c) Ten (10) years of service, but less than seventeen (17) years of service, four (4) weeks.
  - (d) Seventeen (17) years of service, but less than twenty-five (25) years of service, five (5) weeks.
  - (e) Twenty-five (25) or more years of service, six (6) weeks.

### **Effective January 1, 2009:**

All regular employees will receive vacation with pay in accordance with the following schedule.

- (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-three (23) years of service, five (5) weeks.
- (e) Twenty-three (23) years of service but less than thirty (30) years of service, six (6) weeks.
- (f) Thirty (30) or more years of service, six (6) weeks plus 1 day per year to a maximum of 5 additional days.

- 21.02 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 the first or subsequent anniversary of service falls.

- 21.03 Effective January 1, 2009 employees will be allowed to use up to three (3) days per calendar year of their banked sick day credits to deal with family/dependent issues. This provision does not apply to employees who have access to STIPP.
- 21.04 Vacations may be carried over from year to year upon approval by the Department Head or his/her designate.
- 21.05 Temporary employees shall be paid four (4) percent of their earnings on each pay as vacation pay. A temporary employee successful in obtaining a non-temporary position with the Region, without a break in service, may take a vacation period equal to the converted value of the vacation pay period. It is understood that where the employee takes a vacation period, the employee has already received vacation pay for such period.
- 21.06 If a paid designated holiday falls during an employee's vacation, he shall be granted an additional day's vacation at a time mutually agreed to between the employee and the Department Head or his/her designate.
- 21.07 An employee who is on leave of absence without pay in excess of three (3) months shall receive a vacation with pay pro-rated to time worked.

## **ARTICLE 22 - SICK LEAVE**

- 22.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 22.02 All regular employees 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.
- 22.03 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, except that probationary employees may draw an advance on their accumulations. 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.
- 22.04 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 employee's manager 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.



- 22.05 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 of sick leave standing to his credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of his salary at that date.
- 22.06 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Workplace Safety 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 Region to such employee with respect to such absence.
- 22.07 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 Insurance Board.

### **ARTICLE 23 - BENEFITS**

- 23.01 The Region will provide the following employee benefit program with premiums payable by the Region, except as noted, to all full-time regular employees:
- (a) Life Insurance - twice basic annual salary to a maximum insured amount of \$250,000. Coverage to commence from sixth month of service.
  - (b) Paid-up Life Insurance Policy for retired employees at age 65 or after achieving a factor number of 90, \$2,500.
  - (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 – 100% reimbursement, no maximum limit; \$20.00 deductible single; \$35.00 deductible family. Effective January 1, 2009, the deductibles will be eliminated. Each 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.

- (iii) Prescription glasses with a two hundred and fifty (\$250) maximum. Effective January 1, 2009, this amount shall increase to three hundred and fifty (\$350) maximum over each 2-year period. One optical exam covered every two years to a maximum of eighty dollars (\$80) per visit
  - (iv) Extended Benefits (ambulance, nurses, etc.)
  - (v) Chiropractic services at \$20 per visit to a maximum of 20 visits per year. Effective January 1, 2009 this shall change to a maximum amount of \$400 per calendar year.
  - (vi) Treatment of speech therapy impairments by a qualified speech therapist. The maximum amount payable is five thousand dollars (\$5,000) per calendar year.
  - (vii) Massage therapy at \$20 per visit to a maximum of 20 visits per calendar year. Effective January 1, 2009 this shall change to a maximum amount of \$400 per calendar year.
- (e) Long Term Disability - payable at 66-2/3% of basic earnings (fully integrated with government benefits) to a maximum of \$4,000 per month; effective January 1, 2009, \$5,000 per month. Benefits to commence from 181st day of disability. Coverage to commence from the sixth (6th) month of service.
- (f) Dental Plan - Coverage to commence from third (3<sup>rd</sup>) month of service:
- Basic - no co-insurance and basic dental recall every 9 months.
  - Endodontal and Periodontal - co-insurance with plan paying 75% and employee 25% and scaling and/or root planing to annual maximum of eight (8) time units per year.
  - Orthodontal - co-insurance with plan paying 50% and employee 50%, dependent children only, lifetime maximum of \$1,850 per child. Increase lifetime maximum to \$3,000 effective January 1, 2009.
  - Major Restorative - co-insurance with plan paying 50% and employee 50%.
  - Annual Maximum - for all dental benefits is \$1,850 per insured person. Increase maximum to \$2,500 effective January 1, 2009.
  - Premiums - for the entire Dental Plan to be paid 100% by the Region.
  - Payments under the plan will be based on the current O.D.A.

(g) Survivor Benefits: Upon 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.

23.02 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 will 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.

23.03 The parties agree that the Employment Insurance premium reduction will accrue to the Region to offset increases in benefit costs. The Region will provide to the Union annually, an accounting of the cost savings achieved as a result of this provision.

23.04 Pensions

Regular full-time employees, *except as noted below*, must participate in OMERS. The Region and employee shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan. Where permitted by OMERS, an individual in receipt of an OMERS pension may either (a) elect to have their pension suspended and re-enrol in OMERS while an employee of the Region or, (b) continue to receive an OMERS pension and not enrol in OMERS while an employee of the Region.

23.05 Employees who retire early (before age 65) and achieve a factor number of 90 or have at least 15 years of 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. coverage up to age 65. The cost of this program is paid by the Region.

23.06 Employees over the age of 65 shall be excluded from Articles 23.01(a), 23.01(c), 23.01(e).

## **ARTICLE 24 - JOB CLASSIFICATIONS**

24.01 Where the Region has determined that a new classification is required within the bargaining unit, or where the Region has made extensive changes in the duties of an existing classification and has established the rate for such job, the Region will negotiate the same with the Union. This clause shall also apply where the duties of an employee have changed extensively to place the job in a different classification.

This clause shall not be used to by-pass the job posting process.

- 24.02 In the event that the parties fail to agree on the rate, and the Region proceeds to establish a rate, the Union may institute a grievance with respect to the rate under Step 2 of the Grievance Procedure, provided that any grievance as to the rate is filed within fifteen (15) working days from the date of notification of the rate to the Union.
- 24.03 If any grievance hereunder proceeds to Arbitration, the Arbitration Board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

### **ARTICLE 25 - COPIES OF AGREEMENT**

- 25.01 Copies of the Collective Agreement will be printed for distribution to each current and new employee. The cost will be borne by the Region. Each current and new employee will also be given a copy of the updated employee insurance booklet.

### **ARTICLE 26 - VEHICLE ALLOWANCE**

- 26.01 Those employees who are required to use their automobile to perform their duties for the Region and consequently must have a car available at all times and must provide for additional insurance coverage on their vehicle, shall be paid at a flat rate on the excess travel. The categories are as follows:

1 kilometre (km) = 0.6214 miles

1 mile = 1.6093 kilometres

- (1) 1,000 kilometres to 2,000 kilometres \$43 per month flat rate.
  - (2) 2,001 kilometres to 3,000 kilometres \$87 per month flat rate.
  - (3) 3,001 kilometres to 5,000 kilometres \$130 per month flat rate.
  - (4) 5,001 kilometres to 8,000 kilometres \$217 per month flat rate.
  - (5) 8,001 kilometres to 12,000 kilometres \$332 per month flat rate.
  - (6) 12,001 kilometres to 16,000 kilometres \$485 per month flat rate.
  - (7) 16,001 kilometres to 20,000 kilometres \$638 per month flat rate.
  - (8) 20,001 kilometres to 24,000 kilometres \$792 per month flat rate.
  - (9) 24,001 kilometres to 28,000 kilometres \$945 per month flat rate.
  - (10) 28,001 kilometres and over \$1,098 per month flat rate.
- 26.02 All other employees who would not normally require a car to perform their duties, those employees who drive on a casual basis and temporary employees shall be reimbursed for occasional travel at the rate of \$0.52 per

kilometre for the first 5,000 kilometres and \$0.46 per kilometre for every other kilometre driven thereafter. The parties agree that this clause shall also cover payment for designated employees on temporary transfer who shall be paid for all kilometres travelled in excess of their normal home - work trip.

- 26.03 Employees who are required to use their automobile will be designated by their respective Department Head or his/her designate on a list which will indicate their appropriate vehicle allowance category.
- 26.04 An employee who drives in excess of his/her category shall receive the appropriate casual rate for mileage driven in excess of the category.
- 26.05 An employee who drives less mileage than his/her category shall pay back to the Region the appropriate casual rate per kilometre for all kilometres less than the category calls for.
- 26.06 Should the vehicle allowance rates for management staff increase, the rates for the bargaining unit will be increased.

#### **ARTICLE 27 - RELIEVING IN OTHER GRADES**

- 27.01 When an employee is detailed in a position of higher rating for more than a full shift, he shall receive the rate for the position for which he is relieving for the full period of the relief.

#### **ARTICLE 28 - GENERAL**

- 28.01 Management staff shall not work on any jobs which are normally done by persons within the bargaining unit, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.
- 28.02 The Union shall be notified of all hirings, layoffs, recalls, and terminations of employment, with respect to positions covered by the Collective Agreement.
- 28.03 Supplementary Agreements, if any, shall, where so designated, form part of this Agreement and are subject to the grievance and arbitration procedure.
- 28.04 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 an 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.

28.05 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 28.04 (a) (b) (c) only.

## **ARTICLE 29 - WAGE SCHEDULE AND CLASSIFICATIONS**

- 29.01 The occupational classifications and the corresponding wage rates set out in Appendices "A", "B" and "C" attached to this Agreement, are hereby established as the classifications and wage rates for the employees covered by this Agreement.
- 29.02 The start rate applicable to each Job Classification on Appendices "A" and B" shall be 90% of the Job Rate and the employee shall progress from the Start Rate to 95% of the Job Rate after the completion of the probationary period, then progress to the Job Rate after one (1) year.
- 29.03 For hiring purposes, new hires may be placed on the wage grid, up to the 2<sup>nd</sup> step based on a combination of education and experience as determined by the hiring manager.
- 29.04 For job promotion purposes, the employee will be placed at the comparable step on the new wage grid (job rate to job rate; step 2 to step 2).

## **ARTICLE 30 - EMPLOYEE DEFINITIONS**

### 30.01 Employee

Where used in this Agreement, the term "employee" shall mean a person employed in a regular full-time position, and who has satisfactorily completed the probationary period of employment. The terms "employee" and "regular employee" shall have synonymous meaning.

### 30.02 Probationary Employee

Probationary employees are those hired for regular full-time positions, and who have not completed probationary service of six (6) continuous calendar months. Such employees shall not be subject to the provisions of this Agreement except for: - Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 10 - Safety; Article 15 - Hours of Work; Article 16 - Overtime; Article 17 - Call Back and Standby; Clause 19.04 of Article 19 - Leave of Absence; Article 20 - Designated Holidays; Article 21 - Vacations with Pay; Article 22 - Sick Leave; Article 23 - Benefits; Article 26 - Vehicle Allowance; Article 27 - Relieving In Other Grades; Article 29 - Wage Schedule & Classifications; and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final. Absence in excess of ten (10) working days for any reason during probationary service shall be added to the probationary period.

Employees retained past the probationary period shall be placed on the seniority list and credited with seniority at a date six (6) months prior to acquiring such seniority.

### 30.03 Temporary Employee

A temporary employee may be hired for a period not to exceed 12 calendar months plus vacation time for the specific purpose of replacing an employee on pregnancy/parental/adoption leave, WSIB or LTD. A temporary employee may be hired for a period of up to 12 calendar months to work on projects. The above may be extended by the mutual agreement of the parties. Such employee shall not be subject to the provisions of this Agreement except for: - Article 2 - Management Functions; Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 10 - Safety; Article 15 - Hours of Work; Article 16 - Overtime; Article 17 - Call Back and Standby; Article 20 - Designated Holidays; para. 21.04 of Article 21 - Vacations with Pay; para. 23.02 of Article 23 - Benefits; Article 25 - Vehicle Allowance; Article 29 - Wage Schedule & Classifications; and other than these Articles shall not have recourse to the grievance procedure or arbitration during his employment or upon termination thereof. Such employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final.

If a temporary employee is successful in a bid to obtain a vacancy for a regular full-time position, he shall be credited with the total of his accumulated temporary service solely for the purpose of establishing:

- (a) A seniority date to be used solely for the purpose of transfers, promotions, layoffs and recall, all of which shall be subject to the governing Articles of this Agreement, and,
- (b) A service date to be used solely for the purpose of establishing vacation entitlement and qualification for payment for Designated Holidays.

The service credit and/or seniority date herein established shall not be used for any other purpose whatsoever. Also, it is understood and agreed that such service shall not count towards the completion of the six month probationary period which shall be served in full and during which time the rights and privileges of this employee shall be the same as any other probationary employee.

### 30.04 Part-time Employee

A part-time employee is a person who is regularly employed for less than the normal weekly hours of work for their job classification. Such employees shall be subject to the provisions of this Agreement in the same manner as regular employees except for:



- ( i) Paras. 11.01 and 11.02 of Article 11 - Seniority. Instead a part-time employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of entry into the bargaining unit during which time the probationary part-time employee shall not have recourse to the grievance procedure or arbitration in the event of disciplinary action or termination of services. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final. Seniority shall be a factor in determining promotions, transfers, demotions, layoffs (as defined for part-time employees) and recalls. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in the Collective Agreement.
- ( ii) Article 12 - Layoff and Recall, which shall apply in full except it is agreed that due to the absence of a defined week work schedule for part-time employees, shifts for which the part-time employee is not required for work shall not be considered as a layoff.
- ( iii) Paras. 16.01, 16.02, 16.03, and 16.04 of Article 16 - Overtime. Instead, part-time employees shall be paid overtime at the rate of one and one half times their straight time rate for hours worked in excess of the normal daily hours for their job classification or for shifts worked in excess of ten per pay period or for time worked on a designated holiday.
- ( iv) Article 17 - Call Back And Standby.
- ( v) Article 21 - Vacations With Pay. Instead, part-time employees shall be paid a percentage of their earnings with at least 2 weeks off for vacations according to the following schedule:
  - (a) Less than two (2) years of service - 4%
  - (b) Two (2) to four (4) years of service - 5%
  - (c) Four (4) to ten (10) years of service - 6%
  - (d) Ten (10) to twenty (20) years of service - 10%
  - (e) Twenty (20) or more years of service - 12%
- ( vi) Article 22 - Sick Leave.
- ( vii) Article 23 - Benefits, except that part-time employees shall be entitled on an optional basis to participate in the major medical insurance plan (para. 23.01 (d) and pension plan (para. 23.04) only.
- (viii) Article 27 - Relieving In Other Grades.

30.05 Incentive Employees

Incentive employees are those employees hired for make-work projects and paid for by money primarily made available by the Federal and/or Provincial Governments.

Such employees shall not be subject to the provisions of this Agreement, but such projects shall not jeopardize the continued employment of employees who are subject to the provisions of this Agreement.

**ARTICLE 31 - DURATION OF AGREEMENT**

31.01 This Agreement shall be binding and shall remain in effect from the 1st day of April, 2008 until the 31st day of March, 2011 and shall continue in force from year to year thereafter unless notice of intention to revise or terminate the Agreement is given in writing by either party to the other party within the period of ninety (90) days and thirty (30) days prior to the expiry date of this Agreement.

31.02 If notice to revise, terminate or amend this Agreement is given by either party, the other party agrees to meet for the purpose of negotiating within twenty (20) days after the giving of such notice, if requested to do so.

Dated at Whitby, Ontario this 18th day of June, 2008.

ON BEHALF OF THE  
REGIONAL MUNICIPALITY  
OF DURHAM

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #1764

(Sgd.) Roger Anderson  
Regional Chair and CEO

(Sgd.) Neil Henderson  
President Local 1764

(Sgd.) P.M. Madill  
Regional Clerk

(Sgd.) Tiffany Fraser  
Secretary, Local 1764

(Sgd.) Joe Matasic  
Canadian Union of  
Public Employees

APPENDIX "A"  
 TO AN AGREEMENT BETWEEN THE REGIONAL MUNICIPALITY OF DURHAM  
 AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #1764  
 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK

<b>GRADE 1</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Assistant Inspector	\$17.51	\$18.49	\$19.46	\$18.08	\$19.09	\$20.09	\$18.67	\$19.70	\$20.74
Child Care Aide									
Clerk									
Data Entry Operator									

<b>GRADE 2</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Custodian	\$20.82	\$21.97	\$23.13	\$21.49	\$22.69	\$23.88	\$22.19	\$23.43	\$24.66
Data Processing Clerk									
Support Clerk									
Switchboard Operator									

<b>GRADE 3</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Accounting Clerk	\$23.23	\$24.52	\$25.81	\$23.99	\$25.32	\$26.65	\$24.77	\$26.14	\$27.52
Applicant Services Coord									
Clerk 2									
Clerk 3									
Clerk-Steno									
Clerk-Typist									
Early Childhood Assistant									
General Maint. Repairperson									
Mail Clerk									
Meter Reader									
Survey Technician 1									

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 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK

GRADE 4 JOB CLASSIFICATION	April 1, 2008			April 1, 2009			April 1, 2010		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Accounting Clerk 2	\$25.61	\$27.03	\$28.45	\$26.43	\$27.90	\$29.37	\$27.29	\$28.80	\$30.32
Accounting Clerk 3									
Administrative Clerk									
Asst Secretary/ Treasurer Land Division Cmte									
Collector									
Communic. Internet Coord									
Computer Support Rep									
Contract Services Coordinator									
Facilities Maint. Mechanic									
Inspector 1									
Insurance Analyst									
Printing Clerk									
Program Assistant									
Resource Coordinator									
Scheduling Clerk									
Secretary									
Sr. Emergency Measures Asst									
Technical Assistant									
Traffic Clerk									
Training Assistant									

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 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK

GRADE 5 JOB CLASSIFICATION	April 1, 2008			April 1, 2009			April 1, 2010		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Admin Clerk Group Lead									
Committee Clerk									
Communications Coord									
Computer Operator									
Design Draftsperson 1									
Design Draftsperson 2									
Eligibility Assistant									
Facilities Maintenance Tech									
Financial Analyst 1									
GIS Mapping & Graphics Tech									
GIS Specialist									
Graphics Technician									
Lab Technician 1	\$28.01	\$29.56	\$31.12	\$28.92	\$30.52	\$32.13	\$29.85	\$31.51	\$33.17
Maintenance Foreperson									
Operations Technician 1									
Planning Analyst									
Printing Coordinator									
Prosecution Assistant									
Real Estate Technician									
Records Analyst									
Senior Social Services Clerk									
Survey Technician 2									
System Support Specialist									
Traffic Signal Technician 1									
Web Developer									

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 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK

GRADE 6 JOB CLASSIFICATION	April 1, 2008			April 1, 2009			April 1, 2010		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Asst Supervisor, Admin	\$30.41	\$32.10	\$33.79	\$31.40	\$33.15	\$34.89	\$32.42	\$34.22	\$36.02
Court Clk Monitor/Transcriber									
Design Draftsperson 3									
Early Childhood Educator									
Engineering Technician 1									
Expediter-Buyer									
Financial Analyst 2									
GIS Analyst									
Inspector 2									
Lab Technician 2									
Operations Technician 2									
Programmer									
Programmer Analyst									
Project Coordinator									
QA/QC Laboratory Tech									
Telecommunications Coord									
Training Specialist									

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 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK

GRADE 7 JOB CLASSIFICATION	April 1, 2008			April 1, 2009			April 1, 2010		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Assistant Spvr, Day Care	\$32.81	\$34.63	\$36.45	\$33.87	\$35.75	\$37.63	\$34.97	\$36.91	\$38.85
Behaviour Consultant									
Caseworker 2									
Design Draftsperson 4									
Employment Counsellor									
Facility Systems Mechanic 2									
GIS & Database Specialist									
Inspector 3									
Lab Technician 3									
Network Administrator									
Nursery School Coord									
Party Chief									
Planner 1									
Real Estate Coordinator									
Senior Financial Analyst 1									
Systems Analyst									
Web Administrator									
Works Technician 3									

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 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK

<b>GRADE 8</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Appeals Specialist	\$35.20	\$37.15	\$39.11	\$36.34	\$38.36	\$40.38	\$37.52	\$39.61	\$41.69
Appraiser Negotiator									
Business Analyst									
Caseworker 3									
Emergency Services Coord									
Engineering Technician 2									
Family Support Worker									
Housing Program Coord									
Inspector 4									
Operations Technician 3									
Planner 2									
Procurement Officer									
Senior Behaviour Consultant									
Senior GIS Specialist									
Senior Project Coordinator									
Senior Systems Analyst									
Traffic Operations Tech 2									
Database Administrator	\$43.17	\$45.57	\$47.97	\$44.58	\$47.05	\$49.53	\$46.03	\$48.58	\$51.14



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 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK

<b>GRADE 9</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Economic Analyst 1	\$37.59	\$39.68	\$41.77	\$38.82	\$40.97	\$43.13	\$40.08	\$42.30	\$44.53
Engineering Technician 3									
Lab Group Leader									
Operations Technician 4									
Policy Analyst									
Prosecutor									
Senior Financial Analyst 2									
Traffic Operations Tech 3									
Traffic Operations Tech 4									
Transit Planner									
Transp. Demand Forecaster									

<b>GRADE 10</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Emergency Mgmt Coord	\$40.00	\$42.22	\$44.44	\$41.29	\$43.59	\$45.88	\$42.63	\$45.00	\$47.37
Senior Planner									

<b>GRADE 11</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Economic Analyst 2	\$42.39	\$44.75	\$47.10	\$43.77	\$46.20	\$48.63	\$45.19	\$47.70	\$50.21
Principal Planner									

APPENDIX "B"  
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 AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #1764  
 COVERING JOB CLASSIFICATIONS NORMALLY WORKING 40 HOURS PER WEEK

<b>GRADE 1</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Courier	\$17.51	\$18.49	\$19.46	\$18.08	\$19.09	\$20.09	\$18.67	\$19.70	\$20.74

<b>GRADE 2</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Maintenance Scheduler	\$20.82	\$21.97	\$23.13	\$21.49	\$22.69	\$23.88	\$22.19	\$23.43	\$24.66
Shipper Receiver									

<b>GRADE 3</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Maintenance Clerk	\$23.23	\$24.52	\$25.81	\$23.99	\$25.32	\$26.65	\$24.77	\$26.14	\$27.52

<b>GRADE 4</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
District Clerk	\$25.61	\$27.03	\$28.45	\$26.43	\$27.90	\$29.37	\$27.29	\$28.80	\$30.32
Stockkeeper									
Stockkeeper Coordinator									

<b>GRADE 6</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
District Technician	\$30.41	\$32.10	\$33.79	\$31.40	\$33.15	\$34.89	\$32.42	\$34.22	\$36.02

APPENDIX "C"  
 TO AN AGREEMENT BETWEEN THE REGIONAL MUNICIPALITY OF DURHAM  
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 COVERING JOB CLASSIFICATIONS IN THE HEALTH DEPARTMENT

<b>GRADE 4</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
Certified Dental Assistant	\$25.61	\$27.03	\$28.45	\$26.43	\$27.90	\$29.37	\$27.29	\$28.80	\$30.32
Family Visitor									

<b>GRADE 5</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
Infant & Child Development Consultant	\$28.01	\$29.56	\$31.12	\$28.92	\$30.52	\$32.13	\$29.85	\$31.51	\$33.17

<b>GRADE 6</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
By-Law Enforcement Officer	\$30.41	\$32.10	\$33.79	\$31.40	\$33.15	\$34.89	\$32.42	\$34.22	\$36.02
Community Food Advisor									

<b>GRADE 7</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
Nutritionist	\$32.81	\$34.63	\$36.45	\$33.87	\$35.75	\$37.63	\$34.97	\$36.91	\$38.85

<b>GRADE 8</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
Senior Infant & Child Development Consultant	\$35.20	\$37.15	\$39.11	\$36.34	\$38.36	\$40.38	\$37.52	\$39.61	\$41.69
Public Health Inspector									
Senior Dental Hygienist									

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 COVERING JOB CLASSIFICATIONS IN THE HEALTH DEPARTMENT

<b>GRADE 9</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
Occupational Therapist	\$37.59	\$39.68	\$41.77	\$38.82	\$40.97	\$43.13	\$40.08	\$42.30	\$44.53
Psychometrist									

<b>GRADE 10</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
Epidemiologist	\$40.00	\$42.22	\$44.44	\$41.29	\$43.59	\$45.88	\$42.63	\$45.00	\$47.37
Senior Public Health Inspector									

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 COVERING JOB CLASSIFICATIONS IN THE HEALTH DEPARTMENT

<b>GRADE 7</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Primary Care Paramedic	\$32.81	\$34.63	\$36.45	\$33.87	\$35.75	\$37.63	\$34.97	\$36.91	\$38.85

<b>GRADE 8</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Advanced Care Paramedic	\$35.20	\$37.15	\$39.11	\$36.34	\$38.36	\$40.38	\$37.52	\$39.61	\$41.69

<b>GRADE 9</b>	<b>April 1, 2008</b>			<b>April 1, 2009</b>			<b>April 1, 2010</b>		
<b>JOB CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>
Quality & Dev Facilitator	\$37.59	\$39.68	\$41.77	\$38.82	\$40.97	\$43.13	\$40.08	\$42.30	\$44.53

## **APPENDIX "D"**

The conditions of employment outlined elsewhere in this Collective Agreement will be as modified in this Appendix for the Emergency Medical Services (EMS) Division of the Health Department (paramedics) . Where there is a conflict between any provision in this Agreement and Appendix "D", the provision in Appendix "D" shall prevail.

### **ARTICLE 6 - NO STRIKE OR LOCKOUT**

- (i) The Region and CUPE agree that in the event that the Union initiates any type of strike action, whether lawful or not, or the Region initiates a lockout, essential ambulance services will be maintained during the duration of such action.

### **ARTICLE 14 - JOB POSTINGS AND PROCEDURES**

- (i) EMS Job Posting and Procedures: The job posting period is ten (10) calendar days.

The notice of station assignment opportunity shall be posted in each EMS location for a minimum of 10 calendar days. All station re-assignments that may result from this notice will be filled through this original notice process. Once all re-assignments have been completed, a vacancy posting will be processed in accordance with the Article 14.

- (ii) The parties agree that station assignments or station rotation assignments will be on the basis of seniority within the employee's classification. Conversely, where it becomes necessary to transfer an employee out of his or her station or station rotation assignment, such transfers shall be done in the reverse order of seniority having regard to an employee's classification.
- (iii) A part-time employee who has applied for a vacant full-time position and has been determined by the employer to be qualified for part-time employment shall be deemed to be qualified for full-time employment in the same classification and shall not be required to undergo testing to demonstrate qualification.

## **ARTICLE 15 - HOURS OF WORK**

- (i) For the purpose of clarity, it is understood that in accordance with Article 16, full-time employees shall be paid the overtime rate for all hours worked beyond their normal weekly hours of work and part-time employees shall be paid the overtime rate for all hours beyond eight (8) shifts per pay period.
- (ii) An employee who is called into work for a shift that has already commenced and arrives within two (2) hours of agreeing to report to work will be paid from the time they agreed to work. An employee who is called into work with less than two (2) hours notice prior to the commencement of a shift and arrives within two (2) hours of the time they agreed to work will be paid from the time they agreed to work.
- (iii) Where possible and operational requirements allow, vehicles shall be scheduled on a 24 hour basis and the regular hours of work shall be 12 hours per day inclusive of a paid meal period and the regular hours shall average 42 hours per week, on a 7 day per week, 24 hour per day rotation.

Where operational requirements cannot allow for twenty-four (24) hour vehicles, the Employer will establish shift tours of 8, 10 or 12 hours in duration and a work week averaging 40-42 hours per week.

- (iv) Shift and schedule preference shall be on the basis of classification and seniority.
- (v) Work for part-time employees shall be distributed as equitably as possible.
- (vi) Early calls: If the crew receives a call at the beginning of the shift and has not had adequate time (maximum twenty (20) minutes) to check the vehicle and supplies, it is understood that they are to respond and provide the best care possible under the circumstances. If equipment problems are encountered that would jeopardize the safe handling of the patient, the crew may request that a back up vehicle be sent.
- (vii) Paramedics with at least forty-eight (48) hours written notice, may be allowed a shift exchange with another paramedic of the same classification with the written consent of management. Such mutual exchange shall not incur any additional cost to the employer and shall take place within the master four (4) week EMS work schedule.

## **ARTICLE 16 - OVERTIME**

- (i) All time worked beyond the normal work day, the normal work week or on a holiday shall be considered overtime. Notwithstanding clause 16.03, for those employees whose regular shift falls on a Sunday or Saturday, such shift will be paid at a regular rate of pay.
- (ii) Time off in lieu of overtime and the scheduling of such time off as provided for in Article 16.03 shall not be unreasonably denied.
- (iii) An employee may accumulate compensating time in lieu of overtime and designated holiday time to a maximum of ninety-six (96) hours in his or her bank at any one time.
- (iv) In the event overtime is required to staff special events, full-time paramedics will be given first opportunity for overtime shifts.
- (v) The parties agree that it is mutually desirable to minimize end of shift overtime for paramedics. Based on this principle, the Region agrees to update its deployment policies with the Central Ambulance Communications Centre (CACC) to minimize patient transfer assignments that would result in end of shift overtime. The Region agrees to regularly monitor compliance with the deployment plan for end of shift overtime and agrees to make reasonable efforts to ensure CACC compliance with the plan. In addition, the Region will also communicate to the CACC the importance of facilitating appropriate operational crew change options to minimize the need to respond to multiple emergency calls after the end of the scheduled shift.

## **ARTICLE 17 - CALL BACK, STANDBY AND SHIFT PREMIUM**

- (i) Where an employee requests, and it would not compromise or disrupt the operation of the service, an employee may provide ten (10) days written notice to the Employer with instructions to remove their name from the call-in list. Should an employee wish to be re-instated to the call-in list, they may do so by providing the Employer with ten (10) days written notice of when the change is to occur.

The Employer may call an employee who has requested to be removed from the call-in list at any time during a disaster or major contingency situation. The Employer may cancel this arrangement without notice should the continuation compromise or disrupt the operation of the service.



- (ii) Reporting Pay: Where an employee is scheduled to work or is called in by the Employer, reports for work and is advised that no work is available, he/she will be paid three (3) hours at his/her applicable rate of pay. The Employer has the right to assign other duties for the designated time period.

#### **ARTICLE 18 – CLOTHING AND EQUIPMENT**

- (i) The parties agree that uniform and equipment items must be returned to the Employer upon the cessation of Employment no later than the last day of employment or as otherwise specified by the Employer.

#### **ARTICLE 20 - DESIGNATED HOLIDAYS**

- (i) Notwithstanding clause 20.04, for those paramedics assigned to a rotating shift schedule, designated holidays shall be observed on the actual calendar day on which the holiday falls. The starting time of the shift shall be used to determine whether or not a shift falls on a designated holiday.
- (ii) “One day” in clause 20.02 is defined as being equal to the number of hours the employee worked or would normally work in that day (i.e.: 8, 10 or 12 hours). If eligible for holiday pay, the employee shall be paid holiday pay at the straight-time rate for the number of hours the employee worked or would normally work in that day.
- (iii) Holidays and payment of such, for part-time paramedics, shall be as per the Employment Standards Act.

#### **ARTICLE 21- VACATIONS WITH PAY**

- (i) The vacation period will be accounted for on the basis of one week being equal to the average regular number of hours per week (40 or 42 hrs). Employees must take vacation in blocks of not less than one half (1/2) of a shift (4, 5 or 6 hours).
- (ii) For the purpose of scheduling vacation time, a preferred vacation time shall be established. Such preferred time shall be referred to as vacation prime time and shall commence at the beginning of the first week of June and conclude at the end of the second week of September.

- (iii) Requests for vacation time to be taken after April 1<sup>st</sup> shall be awarded on the basis of seniority. The following process shall be used:
1. The Region will establish specific dates for the scheduling of vacation periods for employees.
  2. Each employee will be assigned one day (booking date) on which he or she will be contacted to schedule his or her vacation. The booking dates shall be posted at least 2 weeks in advance. The Region shall post the booking dates by March 1<sup>st</sup> of each year.
  3. The Region will contact paramedics on their designated booking dates in the order of seniority based on the master seniority list to schedule his or her vacation selection. Paramedics shall provide the Region their contact number if the contact number for the paramedic is not his or her primary contact number.
  4. If the Region is not able to make contact with the paramedic, the Region may proceed to the next paramedic in line based on seniority.
  5. If a paramedic is not available when contacted on the assigned booking date, the Region shall schedule their vacation based on the remaining availability at the time the paramedic contacts the Region or in accordance with Article 21(iv), whichever applies.

- (iv) Paramedics who request vacation time to be taken after April 1<sup>st</sup>, but outside of the booking process stipulated in Article 21(iii) shall be submitted in writing and awarded on a first-come-first-served basis after the vacation book process has been completed.

Note: To facilitate this process, the Employer will call persons by colour code in the order of seniority during a standard time to be determined and communicated by the employer. If an employee is not at work, during that time, he/she shall have the option of making themselves available by phone to be contacted when their seniority booking time comes available.

- (v) Requests for vacation to be taken between January 1<sup>st</sup> and April 1<sup>st</sup> of the calendar year shall be submitted in writing and awarded on a first-come-first-served basis.
- (vi) Once vacation has been approved, the employer will send out written confirmation to employees. It is incumbent on the employees to contact the employer should any discrepancies be found in the correspondence.

- (vii) There shall be no vacation carry-over except as provided in the Collective Agreement. Vacation will not be paid out.
- (viii) If an employee fails to schedule his or her vacation time the employer will make reasonable efforts to contact the employee for the purpose of scheduling the employee's vacation. Should it be necessary for the Employer to unilaterally schedule an employee's vacation time, this shall only be done for the purpose of insuring that vacation time can be successfully scheduled during the remainder of the vacation year.
- (ix) The Employer will make reasonable efforts to ensure the following number of paramedics can be scheduled vacation time during the prime period:

PCP Day Shift:	5
PCP Night Shift:	4
ACP Day Shift:	4
ACP Night Shift:	4

Day shift will be defined as any shift starting between 02:00 to 12:00 hours.

Night shift will be defined as any shift starting between 12:00 and 02:00 hours.

Effective January 1, 2010, during prime time only, one ACP or PCP shall be scheduled for vacation during the day shift based on seniority in addition to the above.

- (x) Vacation during the prime vacation period shall be scheduled in blocks only. A block shall be defined as the period of regular scheduled shifts commencing 12:00 a.m. Monday and concluding 11:59 p.m. Sunday. Employees shall be limited to 4 vacation blocks (either separate or concurrent) during the prime time vacation period).

## **ARTICLE 22 - SICK LEAVE**

- (i) The Employer will fund a Short Term Insurance Protection Plan and only clause 22.04 of the Collective Agreement will apply.

## **ARTICLE 30 - EMPLOYEE DEFINITIONS**

### **(i) Part-Time Paramedics:**

- a. A part-time employee in the EMS Division is any employee who maintains a minimum availability of eight (8) shifts per month. This is not to be construed as a guaranteed number of shifts per month.
- b. Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, a part-time paramedic will maintain their availability throughout the calendar year. A part-time paramedic who fails to be available in accordance with any part of Article 30(i) shall be deemed to have resigned employment provided that the employee has been notified in advance and has been given an opportunity to comply with this Article 30(i).
- c. Part-time paramedics must indicate availability for each calendar month, on a part-time availability form, submitted no later than 00:00 hours (midnight) on the first day of the previous calendar month.
- d. If availability changes subsequent to the submission of the timesheet, it is the responsibility of the part-time paramedic to notify the employer at least seventy-two (72) hours in advance of the dates in question.
- e. A part-time paramedic shall not refuse more than two (2) shifts for which he/she has indicated his/her availability in a calendar month unless there is acceptable extenuating circumstances.
- f. Where a part-time paramedic has been given a shift assignment with 48 hours notice or more, he/she shall be deemed to have accepted the shift unless he/she replies to the notification within 12 hours. A part-time paramedic shall have the right to designate 2 one week blocks (up to 7 consecutive days each) as vacation time, during which availability requirements up to 2 shifts per week will not apply.
- g. Part-time paramedics may be deployed at the sole discretion of the Region in accordance with operational requirements and in accordance with the Collective Agreement.

(ii) Float Paramedics:

- a. Float paramedic will be defined as a regular full-time paramedic who works the normal weekly hours per week averaged over the master four (4) week EMS work schedule but is not permanently assigned to a station/shift rotation. Float paramedics may be utilized for staffing purposes over and above the normal vehicle compliment staffing requirements.

Float paramedics may be utilized for operational requirements for assignments including, but not limited to short-term sick time/WSIB replacement, vacation replacement, lieu time or designated holiday time replacement, education or training replacement. Subject to Article 14.02, float staff may also be utilized to fill temporary vacancies.

- b. It is understood that a Float paramedic may be assigned to any station based on operational requirements.
- c. Float paramedics shall contact by phone the scheduling office, or On-duty Shift Manager, prior to the start of their shift to confirm their assignment unless they have received prior confirmation of their shift. Such contact shall be made no less than one (1) hour before the commencement of a day shift and two (2) hours before the commencement of a night shift.

**OTHER CONDITIONS:**

- (i) Meal Breaks: The Region shall provide a meal break of thirty (30) minutes for paramedic staff working an assigned twelve (12) hour shift. The meal break shall be no earlier than four (4) hours into their shift and no later than seven and one-half (7 ½ ) hours into the shift.

The Region agrees to pay for one (1) meal per assigned shift per paramedic up to a maximum cost of fifteen dollars (\$15.00) which includes tax and gratuities (subject to Regional policy) where all of the following criteria are met:

- The paramedic has not been afforded the opportunity to return to their assigned station to acquire an uninterrupted thirty (30) minute meal break within the four (4) and seven and one-half (7 ½ ) hour window and, subject to divisional policy, has contacted the on-duty Shift Manager, and

- All meal claims are supported by a receipt.
- (ii) In the event that the Region is compelled to provide severance pay to a Paramedic hired during the transition period, the severance pay will be limited to the actual length of time in the employ of the Region of Durham.
- (iii) Paramedics who are required to appear in Court or Coroner's inquiries, beyond their normal hours of work, on matters arising out of their employment, shall be compensated at the applicable rate of pay upon proof of attendance. The employee shall turn over to the Region at the Human Resources Department the full amount of compensation received for said appearance, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment thereof.
- (iv) Quarantine: Time lost by a paramedic as a result of being quarantined by the Medical Officer of Health because of a job-related exposure while performing work for the Region of Durham shall be compensated at the regular rate of pay for the duration of the quarantine. In the event that an employee develops a related illness recognized by the WSIB, this absence shall be compensated as per WSIB policy and guidelines for the duration of the illness.

## **SCHEDULE "1"**

### **RE: UNION STEWARDS**

The Local may elect up to thirty-seven (37) stewards to be assigned where necessary.

In addition to the above, stewards may be appointed by the Union as representatives of the EMS Division of the Health Department up to 2 paramedics per platoon.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE REGIONAL MUNICIPALITY OF DURHAM**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 1764**

**RE: UNIFORMS – EMS DIVISION**

The parties agree to the following uniform issue for the EMS Division of the Health Department:

Maximum issue for full time paramedics is:

- 10 uniform shirts
- 4 pants
- 10 T-Shirts
- 3 Sweaters
- 3 Turtlenecks
- 1 Raincoat
- 1 Winter Parka
- 1 Belt
- 1 Radio Clip
- 1 Toque
- 1 Pair Summer Boots
- 1 Pair Winter Boots (upon request)
- 1 Spring Coat

Maximum issue for part-time paramedics is:

- 5 uniform shirts
- 2 pants
- 5 T-Shirts
- 2 Sweaters
- 2 Turtlenecks
- 1 Raincoat
- 1 Winter Parka
- 1 Belt
- 1 Radio Clip
- 1 Toque
- 1 Pair Summer Boots
- 1 Pair Winter Boots (upon request)
- 1 Spring Coat



**Effective Fall 2009** Maximum issue for paramedics is:

- 10 uniform shirts
- 6 pants
- 10 T-shirts (up to 5 as Climacool or similar)
- 4 Sweaters
- 4 Turtlenecks
- 1 Raincoat
- 1 Winter Parka
- 1 Belt
- 1 Radio Clip
- 1 Toque
- 1 Pair Summer approved safety footwear
- 1 Pair Winter approved safety footwear (upon request)
- 1 Spring Coat
- 1 Tilley Hat

The parties agree that replacement of the above will be done on an “as required” basis during Divisional Continuing Education and Development sessions unless otherwise approved by the employer. Employees must turn in the old article for replacement.

The parties agree that uniform and equipment items, including security and identification cards, must be returned to the Employer upon the cessation of Employment as per Article 18.

The Employer shall provide access to cleaning services for specified uniform items as determined by the Employer in accordance, to the extent practical, with its current practice.

Dated at Whitby, Ontario, this 18th day of June, 2008.

**Matthew Wilson**  
For the Regional  
Municipality of Durham

**Joe Matasic**  
For the Canadian  
Union of Public Employees

**Neil Henderson**  
For CUPE  
Local 1764

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF DURHAM**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1764**

**RE: ALTERNATE HOURS OF WORK**

The parties jointly wish to undertake a trial program of adjusted hours of work arrangements. In order to provide the necessary changes to the collective agreement and administrative procedures, the following guidelines will be in effect and will supersede the collective agreement provisions where there is any conflict. It is a goal of this program that employees and the Region will seek mutual benefits by undertaking this program.

The purpose of the program is two-fold:

- a) to meet the operational requirements of each department.
- b) to facilitate alternate hours of work arrangements for employees,

The Union or the Region may cancel the terms of this letter of understanding with four weeks written notice to either party at which point the terms of the collective agreement will apply.

Alternate Hours of Work

1. An employee or Employer may request to change the hours of work outside of the parameters established in clauses 15.01, 15.03 and 15.04.
2. Alternative hours of work arrangements must have the approval of the employee, his/her supervisor and the Union.
3. Where the work arrangement exceeds the hours of work limitations outlined in clause 15.03, overtime premiums will be paid for each hour worked in excess of 10 hours per day.

4. The normal work week should average 35 hours per week or 40 hours per week respectively over a four-week period before the weekly overtime premiums apply.
5. Sick leave days and designated holiday days and vacation days will be paid on the basis of 7 hours per day for those employees averaging a 35 hour work week and 8 hours per day for those employees averaging a 40 hour work week.
6. Specific arrangements may be cancelled by either the supervisor or employee upon ten (10) days written notice.

Dated at Whitby, Ontario, this 18<sup>th</sup> day of June, 2008.

**Matthew Wilson** \_\_\_\_\_  
For the Regional  
Municipality of Durham

**Joe Matasic** \_\_\_\_\_  
For the Canadian  
Union of Public Employees

**Neil Henderson** \_\_\_\_\_  
For CUPE  
Local 1764

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE REGIONAL MUNICIPALITY OF DURHAM**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 1764**

**RE: TRAINING OPPORTUNITIES**

The parties jointly acknowledge the need and benefit for additional training opportunities for employees. This issue will be addressed on an ongoing basis through the joint labour-management committee.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE REGIONAL MUNICIPALITY OF DURHAM**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 1764**

**RE: FLEX TIME ARRANGEMENTS**

The parties agree to refer the Union's flex time proposal to the Labour Management Committee for further discussion. The parties agree to make reasonable efforts to implement flex time pilot projects over the course of this Agreement.

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF DURHAM**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1764**

**RE: MODIFIED CONDITIONS OF EMPLOYMENT IN THE DEPARTMENT OF  
HEALTH SERVICES**

The conditions of employment outlined elsewhere in the Collective Agreement will be as modified in this Memorandum of Agreement for employees in the Department of Health Services. Accordingly, this Memorandum of Agreement forms a part of the Collective Agreement between the parties. These modifications are:

1) Vacation Entitlement for Public Health Inspectors and Dental Hygienists

Inspectors and Dental Hygienists who have completed a full year of employment by May 31st in any year shall receive four (4) weeks vacation with pay until accrued service makes them eligible for a higher entitlement. Inspectors and Dental Hygienists who have not completed a full year of employment by May 31st in any year will be given a vacation with pay based on one and two-thirds (1 2/3) days for each completed calendar month of service since the date of starting employment.

2) Hours of Work

The normal work week shall consist of five (5) days, Monday to Friday inclusive, and the normal work day shall consist of seven (7) hours except for Public Health Inspectors hired after July 1, 1981 and By-Law Enforcement Officers whose normal work week shall consist of five (5) consecutive days of seven (7) hours each in any week.

Employees required to work in excess of seven (7) hours per day or on a holiday or on days outside the normal work week as defined in the paragraph above shall be paid in accordance with Article 15 - Overtime and Article 17 - Call Back, Standby and Shift Premium, provided that such overtime is authorized.

Where a Public Health Inspector or a By-Law Enforcement Officer is required to work on a Saturday or a Sunday and is not eligible for overtime as set out in the two paragraphs above, he shall receive an additional sum of three dollars (\$3.00) per day for each day worked.

Dated at Whitby, Ontario, this 18th day of June, 2008.

**Matthew Wilson**  
For the Regional  
Municipality of Durham

**Joe Matasic**  
For the Canadian  
Union of Public Employees

**Neil Henderson**  
For CUPE  
Local 1764

**MEMORANDUM OF AGREEMENT**  
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**THE REGIONAL MUNICIPALITY OF DURHAM**  
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**RE: JOB SHARING**

This agreement covers the terms and conditions for the job sharing of positions within the bargaining unit. Should there be a discrepancy between this agreement and the Collective Agreement, this agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

Job sharing differs from the traditional view of part-time work which is one part-time employee performing the duties of one part-time position. Job sharing is a regular, on-going arrangement between two employees and their Employer and their Union to share the responsibilities of one full-time position.

The parties agree that job sharing will be introduced on a one-year trial basis. At the end of the one year period, the program will be reviewed and either cancelled or revised if necessary. This agreement may be terminated with either party giving the other party a minimum of thirty (30) day's notice in writing. Should this agreement be terminated by either party, employees involved in job sharing arrangements shall return to regular full-time positions should vacancies be available or continue in the job sharing arrangement until a full-time vacancy becomes available.

The parties realize that not all employees may be able to participate in the job sharing program because of job duties, operational needs, etc. As a result, the parties agree that no grievances will be filed on a decision by the Department Head or his/her designate that does not permit participation in a job share arrangement.

When two (2) workers wish to share a job, the following conditions will apply:

- (a) Each job sharing arrangement will replace one full-time bargaining unit position. Two employees will equally fill the position. A job sharer who wants to return to full-time employment must apply to a job posting and be the successful applicant as outlined in clause 14.01.



- (b) The decision on how (ie. temporary, full-time, leave vacant, relieving) to fill the resulting vacant full-time position will be at the discretion of the Department Head or his/her designate where the vacancy occurs.
- (c) Any job share arrangement must receive the concurrence of both the Department Head or his/her designate and the Union before it is confirmed.
- (d) A request for a job sharing arrangement by two regular full-time employees who have completed their probationary periods shall be made in writing to the Department Head or his/her designate with a copy to the employee's supervisor and the Union.
- (e) Seniority and service (except as required by OMERS) will not be prorated during the job sharing period.
- (f) When a position is to be shared, the position shared will be that of the lower rated classification should the two (2) employees not be from the same classification. The employee(s) must be qualified to perform the duties of the shared job.
- (g) The particular terms of any job shared arrangement, in addition to the terms in this agreement, shall be agreed to in writing by the Department Head or his/her designate, the Union and the two employees who are entering into the job share arrangement prior to the arrangement being confirmed.
- (h) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share period.
- (i) If either of the job sharers terminates the job sharing arrangement by either accepting another full-time position or terminating employment, the job share agreement is deemed to be terminated for both unless (k) applies.
- (j) If the conditions described in (i) above take place, the remaining job sharer shall revert to regular full-time employment unless (k) applies.
- (k) If the remaining job sharer and Department Head or his/her designate and Union wish to continue the job sharing arrangement, the job sharer will have six months to find a new job sharing partner, from first within the bargaining unit before going outside, suitable to the Department. During the period of the search, the remaining job sharer may be required to work full-time.

- (l) Where a Department Head or his/her designate cancels a job-sharing arrangement, the parties will meet to discuss the job availability for the job sharers.
- (m) The job sharers will be paid at one-half the annual salary for the position being shared. Where the position being shared is on a salary grid (ie. Health Department), the employee's salary for the position will be determined by their length of service.
- (n) Each job sharer will be paid half the daily rate of a regular full-time employee for each designated holiday.
- (o) Each job sharer will receive one-half of the vacation entitlement of a regular full-time employee according to their length of service.
- (p) Each job sharer will be entitled to one-half the sick leave benefits of a regular full-time employee.
- (q) Each job sharer will receive one-half of the vehicle allowance assigned to the position they are job sharing, if applicable.
- (r) During periods of extended absence (ie. maternity leave, lengthy illness) of one of the job sharers, the other job sharer may be required to work for the absent job sharer.
- (s) The benefit coverage for a pair of job sharers will not exceed the cost of benefits for one regular full-time employee. Those benefits provided by Article 23.01 (d), Major Medical and 23.01 (f), Dental Plan will be shared by the employees in the job share arrangement. For clarity, one employee will receive the Major Medical benefits and the other will receive the Dental Plan benefit. The employees in the job share arrangement must agree on which benefit each employee will participate.
- (t) Each employee will participate in the benefits outlined in Article 23.01 (a), (b), (c) and (e). Benefit levels will be determined by point (m) of this document.
- (u) Each job sharer is to average a basic work week of 17.5 hours or 20 hours depending on the basic work week of a regular full-time employee for the position that is job shared. The work schedules of the job sharers must be approved by their supervisor.

- (v) Overtime for job sharers will be considered as authorized hours worked in excess of the normal hours of work as provided for in Article 15 and will be compensated for as prescribed by Article 16 of the Collective Agreement. The two employees in the job share arrangement shall be considered as one employee for the purposes of Article 16.04. The job share employee working the authorized overtime shall be compensated for the overtime.
- (w) Workers involved in job sharing arrangements will continue to be members of CUPE Local 1764.

The Region will not incur any increased costs except those administrative costs directly related to two people on staff sharing a position normally filled by one person, i.e.:

- two salary reimbursements instead of one
- two personnel files instead of one
- two performance reviews instead of one
- counselling and dealing with two employees instead of one.

Dated at Whitby, Ontario, this 18<sup>th</sup> day of June, 2008.

**Matthew Wilson**  
For the Regional  
Municipality of Durham

**Joe Matasic**  
For the Canadian  
Union of Public Employees

**Neil Henderson**  
For CUPE  
Local 1764

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF DURHAM**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1764**

**RE: MODIFIED WORK/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 co-operate 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, where 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 18<sup>th</sup> day of June, 2008.

**Matthew Wilson** \_\_\_\_\_  
For the Regional  
Municipality of Durham

**Joe Matasic** \_\_\_\_\_  
For the Canadian  
Union of Public Employees

**Neil Henderson** \_\_\_\_\_  
For CUPE  
Local 1764

**MEMORANDUM OF AGREEMENT**  
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**RE: SHORT-TERM DISABILITY PLAN**

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 18th day of June, 2008.

**Matthew Wilson**  
For the Regional  
Municipality of Durham

**Joe Matasic**  
For the Canadian  
Union of Public Employees

**Neil Henderson**  
For CUPE  
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**RE: GRANDFATHERED RATES**

Incumbents in classifications paid above the rate stipulated in the collective agreement will continue to receive the economic adjustments. Should they leave their classification, they will be paid the appropriate rate for their new classification.

Dated at Whitby, Ontario, this 18th day of June, 2008.

**Matthew Wilson**  
For the Regional  
Municipality of Durham

**Joe Matasic**  
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Local 1764

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**RE: UNION PRESIDENT'S SALARY**

Where an employee is elected or appointed as President of the Local, such employee shall submit a request for a Leave of Absence to the Commissioner of Human Resources. Upon receiving this request, such leave of absence will be granted with pay, benefits and sick leave accrual as per his/her normal entitlement in their bargaining unit position. Under no circumstance shall there be vacation carryover following the leave of absence.

Dated at Whitby, Ontario, this 18th day of June, 2008

**Matthew Wilson**  
For the Regional  
Municipality of Durham

**Joe Matasic**  
For the Canadian  
Union of Public Employees

**Neil Henderson**  
For CUPE  
Local 1764