

SOURCE	Municipality		
EFF.	89	01	01
EXT.	90	12	31
NO. OF EMPLOYEES DURHAM	281		
NOMBRE D'EMPLOYES	11		

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1785

1989-1990  
1990-1991



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AND  
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LOCAL 1785

1989-1990-1991

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THIS AGREEMENT made this 19th day  
of January, 1990

between

THE REGIONAL  
MUNICIPALITY OF  
DURHAM  
(hereinafter called  
the "Region")

OF THE FIRST PART

and

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
and its LOCAL  
1785  
(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, lay-off, 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 facilities 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. No regular employee shall be disciplined or discharged without just cause.



### ARTICLE 3 - RECOGNITION

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- 3.01 The Region recognizes the Canadian Union of Public Employees and its Local 1785 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 21st, 1974, namely, all employees of the Regional Municipality of Durham in its Works Department save and except foremen and persons above the rank of foreman, office, clerical and technical staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during school vacation periods.
- 3.02 The parties agree that the classification of Waste Disposal Clerk shall be included in the above bargaining unit.

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

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- 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 rate from whom such deductions have been made. 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 Region and Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the parties or by any of their representatives with respect to any employee by reason of race, colour, age,

sex, marital status, national origin, political or religious affiliation, nor by reason of membership or non-membership in a trade 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.

ARTICLE 7 - REPRESENTATION

- 7.01 The Region agrees to recognize the following Union representation:
- (a) A Union Bargaining Committee of not more than seven (7) employees, whose function shall be to deal with matters (other than grievances) arising from or pertaining to the Collective Agreement. There shall be at least

one Bargaining Committee representative from each of the following areas:

- 1 - Ajax/Pickering/Whitby/Oshawa Maintenance Division
  - 1 - Orono/Sunderland Maintenance Division
  - 1 - Water Supply Plant Operations
  - 1 - Water Pollution Control Plant Operations
- (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 shall be as set out in Schedule "1" per agreement of the parties, attached to and forming part of this Agreement.
- 7.03 It is agreed that members of the Union Committees per paragraph 7.01 and the Stewards per paragraph 7.02 shall be regular full-time employees.
- 7.04 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 Personnel, have access to the Region's premises to assist in the settlement of any dispute arising from the provisions of this Agreement.
- 7.05 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 Department Head or his delegate, which permission shall not be

unreasonably withheld. On the completion of the Union business, if time permits, the member or steward shall report back to the Department Head or his delegate 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.

- 7.06 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.
- 7.07 Union business will be conducted, to the extent practical, outside 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) and Clause(s) in dispute, the nature of the grievance and the remedy sought:

Step 1: An employee having a grievance shall present it to his Steward in writing. If the union Steward considers the grievance to be justified, they shall jointly take the matter up within five (5) working days of the event giving rise to the grievance to the appropriate representative of management, who shall have four (4) working days in which to render a decision.

Failing a satisfactory settlement, the second Step of the grievance procedure shall be invoked within four (4) working days of the management's answer at Step 1.

Step 2: The grievance shall be submitted to the Department Head or his delegate, who shall render a decision within four (4) working days. The grievor may be represented at this step by the Grievance Committee.

Failing a satisfactory settlement, the third Step of the grievance procedure shall be invoked within four (4) working days of the management's answer at Step 2.

The grievance shall be submitted to the Finance and Administration Committee of Council, which will meet with the Grievance Committee within ten (10) working days of the date of request for such meeting. The decision of the Finance and Administration Committee shall be given within (7) working days from the date of such meeting.

If the parties at this Step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within



fifteen (15) working days, as defined in Section 34, paragraph 2 of the Ontario Labour Relations Act.

- 8.02 POLICY GRIEVANCE — where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the union has a grievance, Step 1 of this Article may be by-passed.
- 8.03 The “days” referred to in this Article are normal working days, excluding Saturdays, Sundays and designated holidays.
- 8.04 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Agreement, nor deal with matters not covered by this Agreement.
- 8.05 Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent. A written request for valid reasons by either party for an extension to the time limits in this grievance procedure submitted

**prior to the time limit at the applicable Step** of the grievance procedure shall not be unreasonably denied.

- 8.06 Supplementary Agreements, if any, shall, where so designated, form part of this Agreement and are subject to the grievance and arbitration procedure.
- 8.07 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.
- 8.08 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.
- 8.09 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) calendar days thereafter.

- 8.10 When an employee is discharged or suspended, he shall be given the reason in the presence of a steward.
- 8.11 An employee who claims he has been unjustly discharged may institute an appeal at Step 2 of the grievance procedure, within five (5) working days of the effective date of discharge.
- 8.12 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.

#### ARTICLE 9 - SENIORITY

- 9.01 Seniority is defined as the length of service with the Region since the most recent date of hire, and shall be a factor in determining promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a

bargaining-unit-wide basis except as otherwise provided for in this Agreement.

- 9.02 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 29 — Employee Definitions, paragraph 29.02
- 9.03 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.
- 9.04 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.
- 9.05 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 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 is not reinstated by the grievance procedure.

9.06 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. 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 10 - LAY-OFF AND RECALL

- 10.01 In the event of a reduction in the work force, lay-off shall commence with the employee with the least amount of total seniority within the bargaining unit, within the job classification affected.
- 10.02 Ability and qualifications being sufficient, any employee displaced as a result of lay-off in paragraph 10.01 above, may use his total seniority to displace the employee with the least total seniority in a lower job classification provided he has more total seniority than the employee he is entitled to displace.
- 10.03 In the event of a simultaneous lay-off involving more than one employee the senior most employee in each group affected will be offered the first opportunity to displace any of the employees in a lower job classification who are affected by the

lay-off in paragraphs 10.01 or 10.02 above. This procedure will be repeated until each employee affected by the lay-off has the opportunity to displace the affected employees in a lower job classification.

- 10.04 An employee who elects to use his seniority, as in paragraph 10.03 above, shall receive the rate of pay for the position which he secures.
- 10.05 In the event of recall, positions will be filled in the reverse manner to the lay-off, providing ability and qualifications are sufficient.
- 10.06 Notice of lay-off shall be given to regular employees seven (7) calendar days in advance of lay-off. The Region agrees to give as much further notice as is possible under this article.

#### ARTICLE 11 - BULLETIN BOARDS

- 11.01 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.

ARTICLE 12 - JOB POSTINGS AND PROCEDURES

- 12.01 When a regular vacancy occurs or a **new** regular 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 including those covered by paragraph 9.06, shall be considered until internal applicants for the position have been considered. The secretary of the Union shall receive a copy of all job postings.
- 12.02 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 peakload 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 qualified employees 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.

- 12.03 Promotions 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.
- 12.04 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.
- 12.05 The name of the successful applicant will be posted on the bulletin boards.

## ARTICLE 13 - HOURS OF WORK

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- 13.01 The normal hours of work for employees shall be forty (40) hours per week, consisting of five (5) shifts of eight (8) hours, Monday to Friday, between the hours of 7:30 a.m. to 5:00 p.m. except that the normal hours of work from approximately May 15th to approximately September 15th shall be 7:30 a.m. to 4:00 p.m. with one half (½) hour off for lunch.
- 13.02 The provisions of paragraph 13.01 shall not apply to the following employees:
- (i) Employees assigned to work on a rotating shift cycle or Winter Night Patrol who shall average forty (40) hours per week in accordance with the applicable posted duty rosters.
  - (ii) Employees assigned to work on solid waste disposal operations who shall normally work forty (40) hours per week consisting of five (5) shifts of eight (8) hours, Monday to Friday or Tuesday to Saturday inclusive.
  - (iii) Any personnel assigned to shifts for emergency operations.

- (iv) Employees in Traffic Operations shall instead have revised hours and conditions of work as set out in Appendix "B".
- 13.03 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.
- 13.04 No eight (8) hour shift shall be spread over more than nine (9) hours.
- 13.05 All employees shall be permitted a rest period of not more than fifteen (15) minutes in the first four-hour period and the second four-hour period of the shift.
- 13.06 Shifts shall be arranged so that no employee shall have to work both Christmas Bay and the New Year's Day following.
- 13.07 The normal hours of work covered by this Agreement are for the purpose of calculating overtime only.
- 13.08 Duty rosters for plant operations shall be posted on or about January 1st of each year for the following calendar year.

- 13.09 It is understood that all employees in the Plant **Operations Division** are **assigned** to a rotating shift cycle. However, when assignment for an indefinite period to day shift duties is made, this assignment shall be based on the skill, ability, education, experience and qualifications of the employees in the plant, but where these factors are relatively equal and meet the requirements of the day shift duties, seniority shall govern.

ARTICLE 14 - SHIFT PREMIUM

- 14.01 Employees whose normal hours of work commence between the hours of twelve (12) noon and two (2) a.m. shall receive a shift premium of fifty-eight (58) cents per hour for the full shift effective January 1, 1987 and sixty-one (61) cents per hour for the full shift effective January 1, 1988.

ARTICLE 15 - OVERTIME

- 15.01 All time worked beyond the normal hours of work shall be considered as overtime.
- 15.02 Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

- 5.03 Overtime will be paid at the rate of time and one-half the straight-time rate except for overtime on Sunday which will be paid at double the straight-time rate.
- 5.04 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work. Preference will be given to regular and probationary employees for planned overtime on weekends.
- 5.05 Under no circumstances shall pyramiding of overtime pay and premium pay be allowed.
- 5.06 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 16 - STANDBY AND CALL BACK

- 6.01 A minimum of three (3) hours pay at the applicable overtime rate will be paid to an employee who is called back to work after the completion of his regular shift, but if this period extends into the employee's regular shift, the regular rate of pay will not

be paid for the same hours but will commence only **after the** expiry of the call back minimum.

- 16.02 Additional or successive call backs commencing and concluding within the three (3) hour period shall be regarded as part of the original call back.
- 16.03 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.
- 16.04 An employee designated to standby duty during other than normal hours of work will receive nine dollars and seventy-five cents (\$9.75) per day standby pay effective January 1, 1989 and ten dollars (\$10.00) per day standby pay effective January 1, 1990.
- 16.05 On extended overtime outside the normal working hours, meals will be paid for on the basis of one meal after the first two (2) hours of overtime, provided that the overtime period is expected to last at least four (4) hours, and one meal approximately every four (4) hours thereafter.

## ARTICLE 17 - WORKING CONDITIONS

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- 17.01 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.
- 17.02 Protective clothing and equipment, including raincoats, shall be provided to employees on agreement between the Union and the Department Head or his delegate, but such clothing and equipment shall remain the property of the Region and shall be properly marked to show that it is Region property.
- 17.03 All employees must supply and wear safety footwear (of a type selected by the employee) as may be required by provincial legislation. Regular employees will be allotted up to sixty-three (\$63) dollars per year for safety footwear effective January 1, 1987 and sixty-six (\$66) dollars per year for safety footwear effective January 1, 1988.
- 17.04 Employees, save and except garage mechanics, will be supplied with required

tools and equipment to perform their duties, as determined by the Department Head or his delegate. Such tools shall remain the property of the Region and shall be properly marked to show Region ownership. Regular garage mechanics will be granted a tool maintenance allowance of two hundred and seventy-five (\$275) dollars per year.

- 17.05 The Region reserves the right to require employees to undergo medical examinations by a physician designated by the Region and paid for by the Region, as considered necessary by the Department Head or his delegate. In the event that the employee disagrees with the findings of the Region's physician, the employee shall have the subsequent right to present to the Region a medical statement from his own physician which shall be accepted by the Region.
- 17.06 In inclement weather, the Region will, to the extent possible, consistent with efficient operations, schedule work in a manner that will provide employees with maximum protection against the weather.



ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 The Region may grant leave of absence for personal reasons, of up to three (3) 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.
- 18.02 **All** leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave. Leave of absence without pay or loss of seniority for attendance at Union Conferences, seminars and conventions will be granted to not more than seven (7) employees at any one time for a period not to exceed eighty (80) man days cumulative in any one year, and not more than one (1) employee from a section at a time where it would disrupt the operation of a section.
- 18.03 An employee may only accumulate seniority during the first three (3) months of a granted leave of absence.
- 18.04 An employee shall be granted time off for bereavement leave upon approval of the Department Head or his delegate, without loss of pay, according to the schedule

below, following the date of death, for attendance at, or arranging for the funeral of:

- (i) an employee's spouse, son or daughter, seven (7) consecutive days including a maximum of five (5) paid days.
- (ii) a father, mother, father-in-law, mother-in-law, sister or brother, three (3) consecutive days;
- (iii) an employee's grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild, two (2) consecutive days;
- (iv) an additional two (2) days travelling time, without pay, may be granted by the Department Head or his delegate to permit the employee to attend a funeral in the family that is to be held at a distant point.

- 8.05 Upon written request accompanied by a physician's statement submitted by a regular full-time employee with a minimum of one (1) year's service, the Region agrees to grant up to six (6) months' leave of absence without pay, but without loss of seniority or job classification, for pregnancy. This leave of absence is to start not later than six (6) weeks prior to the expected date of confinement. The employee shall not return to work for at least six (6) weeks after the date of delivery, but must return to work within six (6) months of the commencement of the leave of absence, unless the agreement of the Department Head or his delegate is obtained for an extension.
- 8.06 The employee is to provide the Region with at least two (2) week's notice of the date of her return from pregnancy leave of absence.
- 8.07 Extension of welfare coverage is available to employees who are on approved leaves of absence, provided the required contribution of one hundred (100) per cent is paid monthly by the employee in advance of the beginning of every month.

- 18.08 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits, for this purpose. The 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 Personnel Department the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment therefor.
- 18.09 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.
- 18.10 When the Region receives a request from the family of a deceased employee or retired employee, up to six (6) employees will be granted up to four (4) hours off with pay to act as pallbearers.
- 18.11 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.

18.12 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.

ARTICLE 19 - DESIGNATED HOLIDAYS

19.01 Regular and probationary employees shall be entitled to the following paid holidays which shall also be granted to temporary employees who have three (3) consecutive months of service:

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

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

- 19.02 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.
- 19.03 Where absence on either or both of the qualifying working shifts in paragraph 19.02 is either with the written permission of the Department Head or his delegate or is due to illness attested to by a physician's certificate, payment will be made.
- 19.04 When any of the above holidays falls 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. This paragraph shall not apply to Plant Operations Division Personnel who shall observe the holiday on the actual calendar day on which it falls.

- 19.05 All work performed by an employee on a Designated Holiday shall be paid at the rate of time-and-one-half the straight time rate except for Christmas Day which shall be paid at double the straight time rate.
- 19.06 Plant Operations Division personnel who work on Designated Holidays will be granted another day off with pay in lieu of the holiday and if the Designated Holiday occurs on an employee's scheduled day off the employee shall receive another day off with pay in lieu of the holiday. The lieu day shall be taken at a time mutually satisfactory to the employee and the Region, but where no mutual agreement can be reached, the scheduling of the lieu day shall be at the discretion of the Department Head or his delegate.

ARTICLE 20 - VACATIONS WITH PAY

- 20.01 All regular employees will receive vacation 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) to Two (2) years of service, two (2) weeks.
- (c) Two (2) Years of service, but less than four (4) years of service, two (2) weeks and three (3) days.
- (d) Four (4) years of service, but less than ten (10) years of service, three (3) weeks.
- (e) Effective 1989, ten (10) years service, but less than eighteen (18) years, four (4) weeks. Effective 1990, ten (10) years of service, but less than seventeen (17) years, four (4) weeks.
- (f) Effective 1989, eighteen (18) years of service, but less than twenty-five (25) years, five (5) weeks. Effective 1990, seventeen (17) years of service, but less than twenty-five (25) years, five (5) weeks.
- (g) Effective 1989, twenty-five (25) or more years of service, six (6) weeks.

20.02 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 31st 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 their second (2nd), fourth (4th), tenth (10th), seventeenth (17th) or eighteenth (18th) as applicable above, and twenty-fifth (25th) anniversary of service falls.

- 20.03 Vacations shall not carry over from year to year except by permission of the Management Committee, and an employee entitled to an annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working.
- 20.04 Temporary employees shall be paid four (4) per cent of their earnings in lieu of time off.
- 20.05 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 delegate.
- 20.06 An employee who is on a leave of absence without pay in excess of three (3) calendar months shall receive a vacation with pay pro-rated to time worked.

ARTICLE 21 - SICK LEAVE

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- 21.01 Any abuse of these provisions may be considered cause for disciplinary action,
- 21.02 All regular employees shall be entitled to one and one-half (1½) days sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such employees.
- 21.03 All regular employees shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary employees shall not be entitled to such credits until they become regular employees, at which time sick leave credits will be established as of the date of hiring, 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.
- 21.04 Employees absent from work in excess of three (3) working days due to medical reasons must submit a medical physician's certificate to cover the absence, and may at

the discretion of the Department Head or his delegate, in consultation with the Union, be required to produce a physician's statement to cover any shorter period of absence due to medical reasons.

- 21.05 Any regular employee who has had at least five (5) years of continuous service shall, upon termination of his employment for any reason, be entitled to a sick leave gratuity equal to his salary at the time of sick 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.
- 21.06 Sick leave entitlement and accumulation shall not apply to maternity leaves of absence.
- 21.07 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Worker's Compensation Board, the period of absence to be charged against his sick leave credit shall be reduced to give effect only to the net salary paid by the Region to such employee with respect to such absence.

21.08 No wage payments shall be made to an employee claiming compensation beyond the limit of his credit on sick leave, unless or until an award has been made by the Worker's Compensation Board.

ARTICLE 22 - BENEFITS, PENSION AND  
RETIREMENT

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22.01 The parties hereby agree that the Region will provide the following employee benefit program with premiums payable by the Region, except as noted, to all full-time regular employees:

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- (a) Life Insurance — twice basic annual salary to a maximum insured amount of sixty-four (\$64,000) thousand dollars effective January 1, 1989 and sixty-six (\$66,000) thousand dollars effective June 1, 1989 and sixty-seven (\$67,500) thousand five hundred dollars effective January 1, 1990. Coverage to commence from sixth month of service.
- (b) Paid-up Life Insurance Policy for retired employees at age 65 or to those who retire after attaining the O.M.E.R.S. 90 factor, of two thousand dollars (\$2,000).

- (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) O.H.I.P. coverage
  - (iii) Drug Plan — 100% reimbursement after the deductible — no maximum benefit.
  - (iv) Extended Benefits (ambulance, nurses, etc.)
  - (v) Prescription glasses — one hundred dollars (\$100) maximum over each 2-year period effective January 1, 1989 and one hundred and twenty dollars (\$120) over each 2-year period effective June 2, 1989 and one hundred and thirty dollars (\$130) over each 2-year period effective January 1, 1990.

- (vi) Deductible which applies to the Drug Plan, Extended Benefits and Prescription glasses is \$20 per year single and \$35 per year family.
- (e) Long term disability payable at  $66\frac{2}{3}\%$  of basic earnings (fully integrated with government benefits) to a maximum of eighteen hundred and fifty dollars (\$1,850) per month effective January 1, 1989 and a maximum of two thousand dollars (\$2,000) per month effective January 1, 1990 — benefits to commence from 181st day of disability. Coverage to commence from the sixth month of service.
- (9) Dental Plan —
  - Basic — no co-insurance
  - Endodontics and Periodontics — co-insurance with the plan paying 75% and the employee paying 25%
  - Orthodontics — effective July 1, 1987 for dependent children only with co-insurance with the plan paying 50% and the

employee 50% with a maximum lifetime benefit of one thousand five hundred dollars (\$1,500) per child

- Major restorative — effective June 1, 1989 co-insurance with plan paying 50% and the employee paying 50%. This coverage is subject to a life-time maximum of \$1,500 dollars per insured person. Effective January 1, 1990 an annual maximum of one thousand five hundred dollars (\$1,500) per insured person.
- Annual maximum — the maximum payment from the plan for all services rendered in any year is one thousand five hundred dollars (\$1,500).
- Payments under the plan will be based on the o.D.A. Schedule of Fees as set out below:
  - January 1, 1989 to May 31, 1989 — 1987 schedule
  - June 1, 1989 to December 31, 1989 — 1988 schedule
  - January 1, 1990 to December 31, 1990 — 1989 schedule

22.02 For Temporary Employees

Such employees shall be entitled on an optional basis to participate in the Major Medical Insurance Plan (paragraph 22.01 (d)) only.

22.03 It is understood that the insured benefits described in this article will not be reduced during the term of this agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which shall be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits shall be adjusted between the employee and the insurance company, but the employer will use its best efforts to assist the employee in dealing with the insurance company.

22.04 Pensions

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

Regular full-time employees must participate in O.M.E.R.S. The Region and



employees shall make equal contributions to the basic Ontario Municipal Employees Retirement System and to the Canada Pension Plan.

- 22.05 Employees who retire early (before age 65) and achieve a magic number of 90 and who take a retirement pension, will now be provided with extended health (drugs, semi-private hospital and vision care), the dental plan and O.H.I.P. coverages up to age 65. The cost of this program is paid by the Region.

#### ARTICLE 23 - JOB CLASSIFICATIONS

- 23.01 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.
- 23.02 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.

- 23.03 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 24 - COPIES OF AGREEMENT

- 24.01 Copies of the collective agreement will be printed by the Region in booklet form, or in some other form to be determined by the parties at the conclusion of bargaining.

#### ARTICLE 25 - VEHICLE ALLOWANCE

- 25.01 Those employees who are required to use their automobile to perform duties for the Region and consequently must have a car available at all times and must provide for additional insurance coverage on their vehicle, should be paid at a flat rate. The categories and rates will be as established by the Regional Council and as amended from time to time.

- 25.02 All other employees who would not normally require a car to perform their duties, should be reimbursed for occasional mileage at a rate established by Regional Council and as amended from time to time. The parties agree that this clause shall also cover payment for designated employees on temporary transfer who shall be paid mileage for all miles travelled in excess of his normal home-work trip.
- 25.03 Employees who are required to use their automobile will be designated by the Department Head or his delegate on a list which will indicate their appropriate mileage category.

ARTICLE 26 - RELIEVING IN OTHER GRADES

- 26.01 When an employee is detailed to relieve in a position of higher wage classification for a full shift, he shall receive the rate for the position for which he is relieving for the full period of the relief. An employee assigned by the Department Head or his delegate to serve in a management position shall be given notice of the assignment in writing.

- 26.02 When an employee is detailed to relieve in a position of lower wage classification for any period, he shall maintain his regular rate of pay while so assigned.
- 26.03 This article shall not apply to Plant Operations Division personnel in the Maintenance Operator progression system who are in the same classification of Maintenance Operator.

#### ARTICLE 27 - GENERAL

- 27.01 Foremen and Supervisory 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.
- 27.02 The Region and the Union agree that employees shall not engage in any work for hire while off duty which casts an adverse reflection on the Region.

- 27.03 The Region agrees during the life of the Agreement to cooperate with the Union in the identification of training needs and the development of an appropriate training program.
- 27.04 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 any introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the senior employees in the classification involved, provided they are trainable.

27.05 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 27.04 (a) (b) (c) only.

#### ARTICLE 28 - WAGE SCHEDULE AND CLASSIFICATIONS

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28.01 The occupational classifications and the corresponding wage rates, set out in Appendix "A" attached to this Agreement, are hereby established as the classifications and wage rates for the employees covered by this Agreement.

28.02 The parties agree that when incumbents are earning in excess of the wages shown in any classification. Their increases **shall** be equal to that of the base rate for the applicable classification.

#### ARTICLE 29 - EMPLOYEE DEFINITIONS

##### 29.01 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.

##### 29.02 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. During the probationary period the employee may be terminated or disciplined at the sole discretion of the Region whose decision shall be final. Such employees 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 13 — Hours of Work  
Article 14 — Shift Premium  
Article 15 — Overtime  
Article 16 — Call Back and Standby  
Article 17 — Working Conditions  
Article 19 — Designated Holidays  
Article 20 — Vacations  
Article 21 — Sick Leave  
Article 22 — Welfare and Pensions  
Article 25 — Vehicle Allowance  
Article 28 — Wage Schedule and  
Classification

and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. Absences 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.

### 29.03 Temporary Employee

A temporary employee is a person hired for work on projects for not more than six (6) months (or for such longer period as may be mutually arranged by the parties to this Agreement) in any twelve (12) month period. Temporary employees may be terminated or disciplined at the sole discretion of the Region whose decision shall be final. Such employees 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 13 — Hours of Work
- Article 14 — Shift Premium
- Article 15 — Overtime
- Article 16 — Call Back and Standby
- Article 17 — Working Conditions
- Article 19 — Designated Holidays
- Article 20 — Para. 20.04 — Vacations
- Article 22 — Para. 22.02 — Welfare and Pensions
- Article 25 — Vehicle Allowance
- Article 28 — Wage Schedule and Classifications

and other than these Articles, shall not have recourse to the grievance procedure or arbitration during his employment or upon termination thereof.

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.

29.04 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 30 - DURATION OF AGREEMENT

- 30.01 This Agreement shall be binding and shall remain in effect from the 1st day of January, 1989, until the 31st day of December, 1990, 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 sixty (60) days and thirty (30) days prior to the expiry date of this Agreement.
- 30.02 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.

Bated at Whitby, Ontario, this 19th day of January, 1990.

ON BEHALF OF THE REGIONAL MUNICIPALITY  
OF DURHAM

---

(Sgd.) ..... "G. Herrema" .....  
Chairman

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

ON BEHALF OF THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS LOCAL #1785

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(Sgd.) ..... "D. Sedgeman" .....  
President, Local 1785

(Sgd.) ..... "J. Lee" .....  
Secretary, Local 1785

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

SCHEDULE "1"

RE: STEWARDS

Stewards may be appointed in the following areas:

Ajax-Pickering District	(1)
Oshawa-Whitby District	(1)
Newcastle District	(1)
Uxbridge-Scugog-Brock District	(2) (Scugog-1) (Sunderland-1)
Duffin Creek Water Pollution Control Plant	(2)
Whitby Water Pollution Control District	(1)
Oshawa Water Pollution Control District	(1)
Oshawa-Whitby-Ajax-Pickering Water Supply District	(1)
Newcastle Water Pollution Control District and Newcastle Water Supply	(1)
Uxbridge-Scugog-Brock Water Supply and Water Pollution Control District	(2)
Traffic Operations Division	(1)
Fleet Mechanic	(1)

APPENDIX "A"

WAGES AND QUALIFICATIONS

TO AN AGREEMENT BETWEEN  
THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #1785

WAGE SCHEDULE	Jan. 1/89 Per Hour	Jan. 1/90 Per Hour
Labourer	13.36	14.16
Skilled Mtce. Worker	14.44	15.57
Light Equip. Operator	14.27	15.13
Medium Equip. Operator	15.01	15.91
Heavy Equip. Operator	15.76	16.71
Chief Mechanic	16.83	17.84
Mechanic (Licensed)	16.01	16.97
Welder	15.01	15.91
Meter Mechanic 2 (Licensed as Plumber)	16.01	16.97



Meter Mechanic 1	14.78	15.67
Waste Disposal Clerk	13.36	14.16
Maintenance Operator 1 (Prob.)	3.36	4.16
Maintenance Operator 1	3.54	4.35
Maintenance Operator 2	4.01	4.85
Maintenance Operator 3	4.51	5.38
Maintenance Operator 4 (Prob.)	4.78	5.67
Maintenance Operator 4	5.24	6.15
Maintenance Operator 5	5.76	6.71
Maintenance Operator 6	6.24	7.21
Chief Maintenance Operator	6.83	8.10
Lead Hand	16.24	17.21

1. Lead Hand rate shall be 50¢/hour over basic rate.
2. Start rates shall be 50¢/hour less than the job rate shown, except for Maintenance Operator 1 (Prob.) and Maintenance Operator 4 (Prob.), the start rates for which shall be as shown. Job rates shall be attained upon completion of six (6) months' service effective May 5, 1989 start rates shall be sixty cents (60¢) per hour less than the

job rates shown for employees hired on or after that date and seventy cents (70¢) per hour less than the job rate shown for employees hired on or after January 1, 1990.

3. The employee who is assigned the primary responsibility for doing the duties of the sign shop will be paid a premium of fifty cents (50¢) per hour while making signs. It is understood that this will be limited to one (1) employee.

APPENDIX "A"

WAGES AND QUALIFICATIONS

TO AN AGREEMENT BETWEEN  
THE REGIONAL MUNICIPALITY OF DURHAM

AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #1785

PLANT  
OPERATIONS  
DIVISION

JOB CLASSIFICATION	ENTRANCE QUALIFICATIONS
Maintenance Operator 1 (Prob.) (O1P) (For New Employees only)	Must have fourteen (14) years of formal education. Must be able to understand, read and write English. Must be in good physical health. Related experience an asset, but not required.
Maintenance Operator 1 (O1)	Must have six months' experience as O1 (P) with the Region

Maintenance Operator 2 (02)	Must have 1 year experience as 01 (P) plus 01 with the Region. Must have successfully completed one M.O.E. Course for Plant Operators at a basic level.
Maintenance Operator 3 (03)	Must have 2 years' experience as 01 (P) +01 +02 with the Region. Must have successfully completed two M.O.E. Courses for Plant Operators to an intermediate level.
Maintenance Operator 4 (Prob.) (04P) (For New Employees only)	Must have fourteen (14) years of formal education. Must be able to understand, read and write English. Must be in good physical health. Must have at least 3 years' experience in plant operations. Must have successfully completed at least three M.O.E. Courses for Plant Operators to a senior level. Several years' experience as a skilled tradesman (includes Third Class Stationary Engineer) may be considered in lieu of the above requirements.

Maintenance Operator 4 (04) Must have 3 years' experience as 01 (P) +01 +02 +03 with the Region.  
Must have successfully completed three M.O.E. courses for Plant operators to a senior level.  
Employees having started as 04 (P) must have six months' experience as 04 (P) with the Region.

Maintenance Operator 5 (05) Must have four years' experience as 01 (P) +02 +03 +04 with the Region.  
Must have successfully completed four M.O.E. courses for Plant operators to a senior level.  
Employees having started as 04 (P) must have 1½ years' experience as 04 (P) +04 with the Region.

Maintenance Operator 6 (06) Must have five years' experience as 01 (P) +01 +02 +03 +04 +05 with the Region.  
Must have successfully completed five M.O.E. courses for Plant operators to a senior level.

Employees having started as O4 (P) must have two and a half years' experience as O4 (P) +O4 +O5 with the Region.

Chief  
Maintenance  
Operator (CMO)

Must be able to understand, read and write English.  
Must be in good physical health. Must have demonstrated leadership aptitude.  
Must have at least six years' experience in plant operations, preferably with some experience of a supervisory nature and must have successfully completed all applicable M.O.E. Courses for Plant Operators to a senior level or must be qualified as a Second (2nd) Class Stationary Engineer and be required to use his qualifications to perform his regular duties.

In Classifications where a progression system applies, each progression shall not be automatic, but shall be based on the entrance qualifications above.

MAINTENANCE DIVISION EQUIPMENT  
CLASSIFICATION

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Light Equipment

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Single Axle trucks with attachments (excluding pickups)  
Wheeled tractors with attachments  
Weed sprayer  
Self propelled street sweeper  
Self propelled line marker  
Kutkwick slope mower

Medium Equipment

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Tractor Loader — Backhoe  
Front-end Loader over 1 yd.  
Tandem Trucks with attachments  
Track loaders and dozers  
Belt Loader  
Single axle truck with plough (while ploughing)  
Self propelled shoulder grader

Heavy Equipment

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Self propelled grader over 125 HP  
Self propelled backhoe including gradall

An employee classified as Equipment Operator may be required to train to operate any or all equipment units listed in his respective classification.

## PROTECTIVE CLOTHING POLICY

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This policy for protective clothing, **safety boots and glasses** for employees of the Works Department is attached for information only.

1. The Region shall supply protective clothing for all regular employees of local 1785 in the Works Department.
2. Protective clothing is to be labelled "Region of Durham".
3. Up to 5 shirts and 3 pants may be supplied to all regular employees of Local 1785. At the option of the individual employee, and effective January 1, 1979, a uniform jacket or, effective January 1, 1985, a winter parka may be supplied in lieu of some or all of the shirts and pants.
4. Coveralls or overalls will be supplied from stores on an "as required" basis for those employees requiring same due to the nature of the work performed.
5. Protective clothing must be worn at all times.



6. Safety Shoes

Safety shoes must be worn by all employees required to wear same to comply with the regulations of the Construction Safety Act within 3 months after final agreement dated February 17, 1975. The Region will arrange for a supplier to call at regular intervals.

Employees must purchase their own safety footwear. On presentation of a receipt, the employee will be reimbursed by the Region up to \$63.00 per year (effective Jan. 1, 1987 and \$66.00 per year effective Jan. 1, 1988) for safety footwear.

7. Rubber Boots

The region will supply rubber boots with safety liner to all employees required to wear same.

8. Hard Hats

The Region will supply hard hats to all employees required to wear same.

9. Rainwear

The Region will supply rainwear on an "as required" basis for those employees required to work in rainy weather conditions.

## 10. Safety Goggles and Glasses

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- (i) **All employees required to wear glasses** while working will wear only safety glasses on the job.
- (ii) The Region will purchase the first pair of safety glasses, only.
- (iii) **All future purchases** resulting from changes in prescription must be at the employee's expense.
- (iv) Glasses broken on the job by accident, will be replaced by the Region.
- (v) Safety goggles will be supplied by the Region while working on the following and they must be worn at all times during the course of work:
  - a) Concrete chipping
  - b) Compressor operation on pavement or concrete
  - c) Sand blasting operations
  - d) Bridge scraping and painting
  - e) Carpentry work, subject to the discretion of the supervisor in cases of minor repairs

- f) Line marking machine cleaning
- g) All welding and cutting operations
- h) All body work repairs on equipment
- i) Wood Chipper

#### 11. Winter Coats

The Region will supply winter coats for the water pollution control plants on an "as required" basis for those employees required to work on sewage treatment or sewage pumping operations. The Region will supply winter coats from the depots on an "as required" basis for mechanics.

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE REGIONAL MUNICIPALITY OF DURHAM  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #1785

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With respect to the Terms of Settlement  
of a Collective Agreement:  
Re: Lead Hands

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It is agreed by the Parties that other than the following employees who are classified as Lead Hands, no further appointments or postings shall be made in this classification.

J. JABLONSKI  
W. MURRAY

It is agreed that future Lead Hand appointments shall be made by paying the Lead hand premium as set out in Appendix "A".

It is understood and accepted that the matters agreed to herewith form part of the above Collective Agreement between the parties.

DATED at Whitby, Ontario this 19th day of January, 1990.

\_\_\_\_\_  
"T.E. Stevens"

Regional Municipality of Durham

\_\_\_\_\_  
"D. Sedgeman"

Canadian Union of Public Employees, Local 1785

\_\_\_\_\_  
"J. Cherry"

Canadian Union of Public Employees

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE REGIONAL MUNICIPALITY OF DURHAM  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #1785

---

It is understood and agreed that this Memorandum of Agreement forms part of the Settlement and Collective Agreement between the parties. The parties agree as follows:

That the five-twelfths (5/12) employees' share of the Unemployment Insurance rate reduction will accrue to the Region to off-set increased benefit costs.

DATED at Whitby, Ontario this 19th day of  
January, 1990.

\_\_\_\_\_  
"T.E. Stevens"

Regional Municipality of Durham

\_\_\_\_\_  
"D. Sedgeman"

Canadian Union of Public Employees, Local 1785

\_\_\_\_\_  
"J. Cherty"

Canadian Union of Public Employees

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE REGIONAL MUNICIPALITY OF DURHAM  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #1785

---

The parties agree to renew the following: (To be included in the terms of settlement, but not as part of the Collective Agreement).

- #1 The parties agree that employees in the Maintenance and Traffic Operations interested in becoming Maintenance Operators in the Plants Division may apply in writing to the Plant Operations Manager. Applicants will be required to have regular entry qualifications (fourteen (14) years of formal education, etc.). Qualified applicants will be offered employment in the first available plant vacancy for Maintenance Operator 1.
- #2 It is agreed that management will attempt to see that plant operations staff are not required to work on two consecutive Christmas holidays.



- #3 The Local will receive courtesy notice of any "first line" management job vacancy which involves supervision of Local 1785 members.
- #4 In the matter of transfers (other than for temporary assignments) management will attempt to effect such transfer on the basis of seniority except where operational needs determine otherwise.
- #5 The Region agrees to the reimbursement expenses for M.O.E. courses to a maximum of three hundred (\$300) dollars which includes the registration fee for the course. There shall be no payment of overtime as a result of attendance at these courses.
- #6 Employees who wish to seek lateral transfers to other geographic areas shall write to the Director of Operations, Works Department, stating the area or areas to which they wish to transfer, their current job classification and seniority date. The areas shall be as set out in Schedule 1 of the Collective Agreement. A list of employees who have requested transfers will be posted quarterly and will indicate the name, geographic preference and the employees' seniority date. When a vacancy occurs it will be offered, ability and qualifications being sufficient, to the employee with the most seniority who has applied for a

transfer to that area and whose application was received prior to the date the the vacancy occurred. The remaining employees on the transfer list who have applied for a transfer to that same area will be advised of the transfer. In view of this procedure to provide for lateral transfers, Job Postings will be available only to employees in job classifications different from that of the vacancy.

DATED at Whitby, Ontario this 19th day of January, 1990.

\_\_\_\_\_  
"T.E. Stevens"

Regional Municipality of Durham

\_\_\_\_\_  
"D. Sedgeman"

Canadian Union of Public Employees, Local 1785

\_\_\_\_\_  
"J. Cherry"

Canadian Union of Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #1785

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Re: Local 1785 — Hours of Work

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This letter sets out the understanding reached between the parties regarding hours of work and how they would be administered during the life of the renewed Collective Agreement. These conclusions have been reached after much discussion and represent the most desirable alternative which takes into account the desires of the parties — both shared and conflicting.

The terms of Article 13 — Hours of Work will remain unchanged from the previous Collective Agreement. However, the parties will jointly undertake an adjusted lunch break for a trial period. The goals of this adjustment are to provide employees with a more desirable work schedule and the Region with a work schedule that is more efficient and manageable. The

parties agree that the length and scheduling of the breaks established for this trial conform to the requirements of the Employment Standards Act.

During the 6 month trial period all employees who are working an 8 hour shift will work 8 consecutive hours from 7:30 a.m. to 3:30 p.m. The 15 minute rest period previously taken in the mid-afternoon will be used to eat lunch at the job site from 12 noon until 12:30 p.m. The morning rest period will be taken at the job site from 10:00 a.m. until 10:15 a.m. Should either of the parties experience difficulty with this arrangement a meeting will be held at which a full discussion will take place. If solutions which are satisfactory to the parties can be developed they will be implemented and the trial period will continue. If satisfactory solutions cannot be developed at such a meeting the trial period may be terminated with 2 weeks notice by either party.

In any event a meeting will be held during the fifth month of the trial to assess the impact on the operation and on the employees involved. During this meeting the parties will consider whether the results merit a continuation of the trial. If the parties agree the trial may be extended using the same terms as set out in this letter.

Should the trial end the hours of work would return to those set out in the Collective Agreement. In that event all existing practices affecting hours of work, but not in the Collective Agreement would be reviewed and could be altered to meet operational needs.

DATED at Whitby, Ontario this 19th day of January, 1990.

\_\_\_\_\_  
"T.E. Stevens"

Regional Municipality of Durham

\_\_\_\_\_  
"D. Sedgeman"

Canadian Union of Public Employees, Local 1785

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"J. Cherry"

Canadian Union of Public Employees

APPENDIX "B"

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The parties hereby agree that they jointly wish to undertake a program of adjusted hours of work. In order to provide the necessary changes to the Collective Agreement and administrative procedures the following rules will be in effect and will supercede the Collective Agreement provisions where there is any conflict.

1. All employees of the Traffic Operations Division who customarily work out of the Oshawa-Whitby Depot are included.
2. The hours of work will be adjusted to average eighty (80) hours in each two (2) week period. During the two (2) week cycle each employee will work nine (9) hours each day between the hours of 7:00 a.m. and 4:30 p.m. on Monday to Thursday of the first week of the cycle; eight (8) hours between the hours of 7:00 a.m. and 3:30 p.m. on Friday of the first week of the cycle; nine (9) hours each day between the hours of 7:00 a.m. and 4:30 p.m. on Monday to Thursday of the second week of the cycle (including a one-half (1/2) unpaid hour off for lunch in each case) and have the second Friday of each two (2) week cycle as a day off.
3. The Region will designate when the cycle is to commence for each employee. Since it may be

necessary to have some employees working on each Friday groups of employees may be placed on alternate cycles. Assignment to the cycles and any adjustments required to meet operational needs will be the sole prerogative of management. Nothing in this Memorandum in any way restricts the Region's ability to establish shifts as set out in paragraph 13.03.

4. Overtime will be paid for any hours worked beyond the normal hours set out above at the rates provided in the Collective Agreement.
5. Employees who have time off due to illness will have the following debits made to their sick leave accumulation.

For one (1) nine (9) hour day off

— one and one-quarter (1¼) days debit

For two (2) nine (9) hour days off without returning to work

— two and one-quarter (2¼) days debit

For three (3) nine (9) hour days off without returning to work

— three and one-half (3½) days debit

For two (4) nine (9) hour days off without returning to work

— four and one-half (4½) days debit

For five (5) nine (9) hour days off without  
returning to work  
— five and three-quarters ( $5\frac{3}{4}$ ) **days debit**

For six (6) nine (9) hour days off without  
returning to work  
— six and three-quarters ( $6\frac{3}{4}$ ) days debit

For seven (7) nine (9) hour days off without  
returning to work  
— eight (8) days debit

For eight (8) nine (9) hour days off without  
returning to work  
— nine (9) days debit

For the entire two week cycle — ten (10) days  
debit

6. An employee who takes a vacation during the first week of his cycle (during which he would normally work four (**4**) nine (9) hour days and one (1) eight (8) hour day) would be required to use five and one-half ( $5\frac{1}{2}$ ) days of vacation. The employee who takes vacation during the second week of his cycle (during which he normally works four (4) nine (9) hour days) would be required to use four and one-half ( $4\frac{1}{2}$ ) days of vacation. Any other vacation period would be accounted for on the basis of one (1) hour of vacation entitlement used for one (**1**) hour of vacation taken.



7. If a Designated Holiday falls during the cycle when the Friday of the first week become a nine (9) hour day to make up the extra hour. If a Designated Holiday falls on a Friday then the preceding Thursday would be taken as the holiday for any employee who would normally have that Friday off.

DATED at Whitby, Ontario this 19th day of  
January, 1990.

\_\_\_\_\_  
"T.E. Stevens"

Regional Municipality of Durham

\_\_\_\_\_  
"D. Sedgeman"

Canadian Union of Public Employees, Local 1785

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"J. Cherry"

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