

SOURCE	Municipal		
EFF.	11	01	01
TERM.	12	31	
NO. OF EMPLOYEES	350		
NOMBRE D'EMPLOYES	350		

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1785

1991-1992

JAN 25 1993

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MEMORANDUM OF AGREEMENT

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THIS AGREEMENT made this 28th day
of October, 1991

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

- 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

- 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 "I" 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

8.0 Differences or disputes arising between the Union and the Employer 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 be decided in accordance with the Article(s) and Clause(s) in the contract of employment and 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**.

Step 3: 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 seven (7) working days from the date of such meeting.

If the parties at this **Step** are unable to reach a satisfactory settlement, then the matter shall

be taken to arbitration within fifteen **(15)** working days, **as** defined in Section 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, lay-offs 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 **(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 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 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 **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

- 13.01** The normal hours of work shall be forty (40) hours per week consisting of five (5) shifts of eight (8) consecutive hours, Monday to Friday, between the hours of 7:30 a.m. to 3:30 p.m.
- 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 (4) hour period of the shift to be taken at the job site from 9:30 a.m. to 9:45 a.m. unless otherwise directed by the Department Head or his delegate. Lunch shall be taken at the job site between 12:00 noon and 12:30 p.m. unless otherwise directed by the Department Head or his delegate.

- 13.06 Shifts shall be arranged so that no employee shall have to work both Christmas Day 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 or to a (12) twelve hour 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 or to a (12) **twelve** hour 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 sixty-five **(65) cents per hour** for the full **shift** effective January 1, 1991 **and** seventy (70) cents per hour for the full shift effective January 1, 1992.

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.
- 15.03 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.

- 15.04 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.
- 15.05 Under no circumstances shall pyramiding of overtime pay and premium pay be allowed.
- 15.06 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.
- 15.07 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 at the appropriate overtime rate. The scheduling of any such time off is subject to the approval of the Department Head or his delegate. No

employee shall exceed forty (40) hours lieu time in any calendar year.

ARTICLE 16 - STANDBY AND CALL BACK

- 16.01 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 ten dollars and 75 cents

(\$10.75) per day standby pay **effective** January 1, **1991** and eleven dollars and fifty cents **(\$11.50)** per day standby pay effective January 1, **1992**. Employee designated first call shall receive lead hand premium for hours worked.

- 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

- 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 seventy (\$70) dollars per year for safety footwear effective January 1, 1991.
- 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 three hundred (\$300) dollars per year effective January 1, 1991 and three hundred and twenty-five (**\$325**) dollars effective January 1, 1992.
- 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.

18.05 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.

- 18.06** The employee **is** to provide the Region with at least two **(2) weeks** notice of the date of her return from pregnancy leave of absence.
- 18.07** 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 **less** 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 Department of Human Resources 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	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Half Day at
Victoria Day	Christmas Eve
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
Labour 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 a Designated Holiday or whose scheduled day off falls on a Designated Holiday will **be** paid at the straight time rate for eight **(8)** hours as holiday pay or may, at the employee's option, receive instead another day off with pay in lieu of the holiday. A 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 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) 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 of 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.
- (9) 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) and 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

- 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 (1-1/2) days sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such employees.
- 21.03** All regular employees shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary employees shall not be entitled to such credits until they become regular employees, at which time sick leave credits will be established as of the date of hiring, 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 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.
- 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~~ Workers' Compensation Board, the period of absence to be charged against his sick leave credit shall ~~be~~ reduced to give effect only to ~~the~~ net salary paid by ~~the~~ 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 Workers' Compensation Board.

ARTICLE 22 - BENEFITS, PENSION AND RETIREMENT

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:

- (a) **Life Insurance** - twice basic annual salary to a maximum insured amount of eighty (\$80,000) thousand dollars effective June 1, 1991 and eighty-four (\$84,000)

thousand dollars effective January 1, 1992. 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 limit
 - (iv) Extended Benefits (ambulance, nurses, etc.)

- (v) **Prescription glasses** - One hundred and fifty dollars (\$150) over each 2-year period effective June 1, 1991 and one hundred and seventy-five dollars (**\$175**) over each 2-year period effective January 1, 1992.
- (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 **66-2/3%** of basic earnings (fully integrated with government benefits) to a maximum of two thousand two hundred dollars (**\$2,200**) per month effective June 1, 1991 and a maximum of two thousand three hundred dollars (**\$2,300**) per month effective January 1, 1992 - 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 - coinsurance with the plan paying 75% and the employee paying 25%
 - Orthodontics - effective July 1, 1987 for dependent children only with coinsurance with the plan paying 50% and the employee, 50% with a maximum lifetime benefit of one thousand five hundred dollars (\$1,500) per child **and** effective June 1, 1991 the maximum is increased to one thousand seven hundred **and** fifty dollars (**\$1,750**).
 - Major restorative - effective June 1, 1989 coinsurance with plan paying 50% and the employee paying 50%. This coverage is subject to a lifetime maximum of \$1,500 per insured person. Effective January 1, 1990 an annual maximum of one thousand five hundred dollars (\$1,500) per insured person and effective June 1, 1991 the maximum is increased to one thousand seven hundred and fifty dollars (\$1,750).
 - Annual maximum - the maximum payment from the plan for all

services rendered in any one year is one thousand five hundred dollars (\$1,500) and effective June 1, 1991 the maximum is increased to one thousand seven hundred and fifty dollars (\$1,750).

- Payments under the plan will be based on the O.D.A. Schedule of Fees as set out below:
 - January 1, 1991 to May 31, 1991 - 1989 schedule.
 - June 1, 1991 to December 31, 1991 - 1990 schedule.
 - January 1, 1992 to December 31, 1992 - 1991 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 **us8** 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 all 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

- 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
Classifications

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, lay-offs 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, 1991, until the 31st day of December, 1992, 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.

Dated at Whitby, Ontario, this 28th day of October 1991.

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

(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)
Recycling Plant	(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

<u>WAGE SCHEDULE</u>	<u>Jan.</u> <u>1/91</u>	<u>July</u> <u>1/91</u>	<u>Jan.</u> <u>1/92</u>	<u>July</u> <u>1/92</u>
	<u>Per</u> <u>Hour</u>	<u>Per</u> <u>Hour</u>	<u>Per</u> <u>Hour</u>	<u>Per</u> <u>Hour</u>
LABOURER	14.58	15.02	15.47	16.24
SKILLED MTCE WORKER	16.04	16.52	17.02	17.74
LIGHT EQUIPMENT OPERATOR	15.58	16.05	16.53	17.33
MEDIUM EQUIPMENT OPERATOR	16.39	16.88	17.39	17.91
HEAVY EQUIPMENT OPERATOR	17.21	17.73	18.26	18.81
CHIEF MECHANIC	18.64	19.20	19.78	21.15
MECHANIC	17.48	18.00	18.54	19.87
WELDER	16.39	16.88	17.39	17.91
METER MECHANIC 2	17.48	18.00	18.54	19.87
METER MECHANIC 1	16.14	16.62	17.12	17.74
WASTE DISPOSAL CLERK	14.58	15.02	15.47	16.24
MTCE OPERATOR 1 (P)	14.58	15.02	15.47	16.24
MTCE OPERATOR 1	14.78	15.22	15.68	16.46
MTCE OPERATOR 2	15.30	15.76	16.23	16.72
MTCE OPERATOR 3	15.84	16.32	16.81	17.31
MTCE OPERATOR 4 (P)	16.14	16.62	17.12	17.63
MTCE OPERATOR 4	16.63	17.13	17.64	18.17
MTCE OPERATOR 5	17.21	17.73	18.26	18.81
MTCE OPERATOR 6	17.73	18.26	18.81	19.37

WAGE SCHEDULE

	Jan. 1/91	July 1/91	Jan. 1/92	July 1/92
	Per Hour	Per Hour	Per Hour	Per Hour
CHIEFMTCE OPERATOR	18.64	19.20	19.78	21.15
LEADHAND	17.73	18.26	18.81	19.37
MATERIAL HANDLER	13.65	14.06	14.48	14.91

1. Lead Hand rate shall be 57¢/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 (57) per hour while making signs. It is understood that this will be limited to one (1) employee.
4. When an employee drives a vehicle requiring an "AZ" licence, the employee will receive the rate of pay for the classification for the entire shift.

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.) (01P) (For
New Employees only)

Must have fourteen
(14) years of formal ed-
ucation. Must **be able**
to understand, **read**
and write English.
Must **be** in good **phys-**
ical health.
Related experience an
asset, but not required.

Maintenance Operator
1 (01)

Must have six months'
experience as 01 (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) + 01 + 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 1-1/2 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 04 (P)** must have two and a half years' experience **as 04 (P) + 04 + 05** 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
CLASSIFICATIONS

Light Equipment

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

Tractor Loader - Backhoe

Front-end Loader over 1yd.

Tandem trucks with attachments

Track loaders and dozers

Belt Loader

Single **axle** truck with plough (while ploughing)

Self propelled shoulder grader

Heavy Equipment

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

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 January 1, 1987, \$66.00 per year effective January 1, 1988 and \$70.00 per year effective January 1, 1991) 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

(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 **eases** 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**

With respect to the Terms of Settlement
of a Collective Agreement:

Re: Lead Hands

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

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 28th day of October,
1991.

"D. Paterson" "D. Sedgeman" "J. Cherry"

Regional
Municipality
of Durham

Canadian Union of
Public Employees,
Local 1785

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 28th day of October, 1991.

"D. Paterson" "D. Sedgeman" "J. Cherry"

Regional Municipality of Durham	Canadian Union of Public Employees, Local 1785	Canadian Union of Public Employees
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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 Seven hundred & eighty (\$780) 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. The areas shall be as set out in Schedule I 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 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 28th day of October, 1991.

"D. Paterson"	"D. Sedgeman"	"J. Cherry"
Regional Municipality of Durham	Canadian Union of Public Employees, Local 1785	Canadian Union of Public Employees

APPENDIX "B"

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 alternative 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 (1-1/4) days debit

For two (2) nine (9) hour days off without returning to work - two and one-quarter (2-1/4) days **debit**

For three (3) nine (9) hour days off without returning to work - three and one-half (3-1/2) days debit

For four **(4)** nine **(9)** hour days off without returning to work - four and one-half **(4-1/2)** days debit

For five **(5)** nine **(9)** hour days off without returning to work - five and three-quarters **(5-3/4)** days debit

For six **(6)** nine **(9)** hour days off without returning to work - six and three-quarters **(6-3/4)** days debit

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

For the entire two **(2)** 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 **(5-1/2)** 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 **(4-1/2)** 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 would 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 28th day of October, 1991.

<u>"D. Baterson"</u>	<u>"D. Sedgeman"</u>	<u>"J. Cherry"</u>
Regional Municipality of Durham	Canadian Union of Public Employees, Local 1785	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 the* following: (To be included in the *Terms of Settlement*, but not as part of the *Collective Agreement*).

The parties agree to establish a Review Committee comprised of not more than two (2) representatives of the Union and two (2) representatives of the Employer. The Committee's terms of reference are to clarify the employment opportunities for injured workers.

Dated at Whitby, this 28th day of October, 1991.

"D. Paterson"

"D. Sedgeman"

"J. Cherry"

Regional
Municipality
of Durham

Canadian Union of
Public Employees,
Local 1785

Canadian
Union of
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Employees