

WORKING AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF YORK



AND

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 905
(YORK REGION UNIT)**



DURATION: APRIL 1, 2004 – MARCH 31, 2007

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PAY SCHEDULES

- APRIL 1, 2004
- APRIL 1, 2005
- APRIL 1, 2006

ARTICLE 1 – DEFINITIONS

1.1 DEFINITION OF EMPLOYER

"Employer" means The Regional Municipality of York.

1.2 DEFINITION OF DEPARTMENT HEAD

'Department Head' means a person who has administrative responsibility for a Department and shall include the Chief Administrative Officer, the Commissioners of Corporate Services; Finance; Health Services; Planning and Development Services; Community Services & Housing; and Transportation and Works: and Deputy or Associate Department Heads.

1.3 DEFINITION OF BRANCH HEAD

"Branch Head" means a person reporting directly to a Department Head, and includes "Division Head".

1.4 DEFINITION OF EMPLOYEE

"Employee" means a person hired by the Employer for a position within the bargaining unit.

1.5 DEFINITION OF PERMANENT FULL-TIME EMPLOYEE

"Permanent Full-Time Employee" means an employee engaged to fill a permanent position for an indefinite period, and regularly working 30 hours or more per week.

1.6 DEFINITION OF PERMANENT PART-TIME EMPLOYEE

'Permanent-Part-Time Employee' means an employee engaged to fill a part-time position for an indefinite period, and regularly working less than thirty (30) hours per week.

1.7 DEFINITION OF TEMPORARY FULL-TIME EMPLOYEE

"Temporary Full-Time Employee" means an employee engaged for a period of up to six months to fill a temporary full-time position or permanent full-time position and working such regular hours as constitutes a full work week in accordance with the attached Schedules. It is understood that employees whose assignment has exceeded six (6) months in a twelve-month period will be considered "permanent full-time" employees and will be entitled to be credited with seniority to date of hire.

1.8 DEFINITION OF TEMPORARY PART-TIME EMPLOYEE

"Temporary Part-Time Employee" means an employee engaged to fill a temporary part-time position or a permanent part-time position for a period of six months or less and regularly working less than thirty (30) hours per week. It is understood that employees whose assignment has exceeded six (6) months in a twelve-month period will be

considered 'permanent part-time' employees and will be entitled to be credited with seniority to date of hire.

1.9 DEFINITION OF TEMPORARY POSITION

A 'temporary position' means a position of twelve (12) months duration or less. A temporary position includes but is not limited to, temporary assignments to cover pregnancy and/or parental leaves or LTD. Any extension of a temporary position must be mutually agreed upon in writing between the Employer and the Union. Such agreement shall not be unreasonably withheld.

1.10 DEFINITION OF CASUAL EMPLOYEE

"Casual Employee" means an employee engaged to work at irregular intervals on an "as needed" basis or for temporary relief periods of up to four (4) weeks to cover illness, vacation or other unplanned absence. Casual employees have the option of accepting or declining such work assignments at the time the assignments are offered, it being understood that a Casual employee who refuses to work all offered shifts within a three (3) month period for reasons other than illness, injury or approved leave of absence shall be deemed to have quit his or her employment.

1.11 DEFINITION OF STUDENT EMPLOYEE(S)

- a) Student employees may be hired into existing classifications at any time throughout the year. However, Bargaining Unit employees shall not suffer a reduction of hours as a result of hiring student employees.
- b) Vacancies will be posted. The posting may be for multiple openings of different classifications. Subsequent vacancies resulting from students leaving during their term of employment will be filled from the initial competition.

Co-Op vacancies, are exempt from posting requirements. Co-Op positions will not exceed eight (8) consecutive months unless otherwise agreed by the Employer and Union.
- c) Student employees shall become Union members and shall pay Union dues, but shall not accumulate seniority, earn sick leave credits, or be covered by the Employer's Insurable Benefits Plan (except for Group Life Coverage). Student employees shall be paid wages based on Schedule 4 and vacation pay in accordance with the Employment Standards Act. Student employees are covered by all other terms and conditions of the collective agreement unless otherwise specified.
- d) Student employees are individuals enrolled in high school, community college or university on a full-time basis. "Enrollment" is defined as having completed full-time attendance immediately prior to employment and being enrolled on a full-time basis in a relevant course of study for the following school term (except for final term co-op students).

1.12 DEFINITION OF EMPLOYMENT STATUS

"Employment Status" refers to an employee's status as a permanent full-time, permanent part-time, temporary full-time, temporary part-time, casual or student employee.

1.13 ABBREVIATIONS

The following abbreviations in this collective agreement are defined as:

PFT - Permanent Full-Time Employee
PPT - Permanent Part-Time Employee
TFT - Temporary Full-Time Employee
TPT - Temporary Part-Time Employee
C - Casual Employee
S - Student Employee
Trainee - A person who is placed at a work location for the purpose of experience and training who is not an employee (Ontario Works etc.)

Where any article in this agreement is marked with one or more of the above abbreviations, the article applies only to that status of employees so indicated. Where the article is not marked by any abbreviation, it is intended to be applicable to all employees of the bargaining unit.

1.14 DEFINITION OF PROBATIONARY EMPLOYEES

"Probationary Employee" means an employee serving the first six (6) months of employment.

1.15 DEFINITION OF PROBATIONARY PERIOD

"Probationary Period" means the first six (6) months of employment worked by an employee for the Employer.

1.16 DEFINITION OF TRIAL PERIOD

"Trial Period" means the first six hundred (600) hours in a new position as set out in Article 13.10.

1.17 DEFINITION OF CLASSIFICATION

"Classification" means any group of jobs which share the same title and wage schedule, and which perform duties of a similar or identical nature.

1.18 DEFINITION OF POSITION

"Position" means a job within an existing classification as defined in this agreement.

1.19 DEFINITION OF IMMEDIATE FAMILY

"Immediate Family" includes an employee's spouse; and the parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and

former guardian; of an employee or his/her spouse. Spouse (including common-law spouse), is as defined in the Family Law Act, R.S.O. 1990, c.F.3, s.29, as amended from time to time.

1.20 DEFINITION OF DAY SHIFT

"Day Shift" means a shift (including any twelve (12) hour shift) in which the major portion of hours worked is between 8 a.m. and 4 p.m.

1.21 DEFINITION OF EVENING SHIFT

"Evening Shift" means a shift in which the major portion of hours worked is between 4 p.m. and 12 midnight.

1.22 DEFINITION OF NIGHT SHIFT

"Night Shift" means a shift (including any twelve (12) hour shift) in which the major portion of hours worked is between 12 midnight and 8 a.m.

ARTICLE 2 – RECOGNITION & APPLICATION

2.1 RECOGNITION OF UNION (YORK REGION UNIT)

The Employer recognizes the Canadian Union of Public Employees and its CUPE Local 905 as the sole bargaining agent for collective bargaining purposes for the group of employees, including students, employed by the Regional Municipality of York who occupy the positions set forth in the attached Schedules annexed hereto and forming part of this agreement, within the following areas: Corporate Services Department; Transportation & Works Department; Planning & Development Services Department; Health Services Department; the Community Services & Housing Department; and the Finance Department.

2.2 NEW CLASSIFICATIONS

Regarding any newly established classification which, in the opinion of either party, should be included or excluded from the bargaining unit, the question as to its inclusion or exclusion shall be determined by mutual agreement or failing agreement, by reference to the Grievance Procedure.

2.3 MANAGEMENT RIGHTS

The Union recognizes the right of the Employer, except as in this agreement specifically provided, to have and exercise all of the customary functions of an Employer as follows:

- a) Maintain order; make and alter from time to time, reasonable rules and regulations, provided that they are posted and the Union is provided with a copy;

- b) Hire, promote and reclassify (subject to the provisions of Article 13, Hirings, Promotions, Transfers & Staff Changes); discharge, suspend or discipline (subject to the provisions of Article 30, Discharge, Suspension & Discipline);
- c) Operate and manage its operations in accordance with its commitments and responsibilities; decide on the number of employees needed in any classification (subject to the provisions of Articles 13, Hirings, Promotions, Transfers & Staff Changes and Article 14 Lay-off and Recall); determine the location of its operations; relocate its employees to any such location; decide on the method, process and means of operation. The Employer's right to transfer will not be exercised arbitrarily.
- d) The Employer agrees that the exercise of any of the above rights shall be in a manner that is fair, reasonable and consistent with the terms of this agreement.
- i) Hiring Employees Over Sixty-Five (65) Years

The Union recognizes the right of the Employer to hire employees who have attained the age of sixty-five (65) years but less than seventy (70) years into casual positions only.

2.4 STRIKES AND LOCKOUTS

The Union and the Employer agree that there shall be no strikes or lockouts as defined in the Labour Relations Act, so long as this agreement continues to operate. In the event of a strike or lockout it is understood and agreed that employees affected are not entitled to pay, seniority or service accumulation during the period of the strike or lockout, except as otherwise provided for herein with respect to essential services.

The cost of benefits for those employees who actively participate in the strike, or who are locked out, will be borne by the Union. The Employer will in such circumstances continue coverage and invoice the Union accordingly and the Union shall remit payment within sixty (60) days of the date of the invoice.

a) MAINTAINENCE OF ESSENTIAL SERVICES DURING A WORK STOPPAGE

1. The Union on its own behalf and on behalf of its members agrees that in the event of a legal strike as defined in the Ontario Labour Relations Act the essential services of the York Region Emergency Medical Service, as set out in this provision, shall be maintained. All Paramedics shall work their regular scheduled shift in accordance with the master schedule provided to employees. The Employer agrees that there will be no lockout.
2. The parties agree that the dispatch of land ambulances in the event of a work stoppage will be in accordance with the current operating procedures, practices and definitions of the Ministry of Health Ambulance priority codes and dispatch from the Central Ambulance Communication Centre.
3. Ambulances shall respond to all Code #3 and Code #4 calls in accordance with all normal procedures.

4. Code #2 Calls shall be performed when a delayed or missed treatment can adversely affect the patient's condition or well being. The return portion of all scheduled Code #2 calls will be completed. Examples of Code #2 calls which shall be performed include, but are not limited to: oncology treatments, cardiac diagnostic procedures, dialysis treatment, air ambulance or commercial aircraft departures or arrivals.
5. Code #1 routine deferrable transfer requests will not be booked or responded to for the duration of the legal strike.
6. The parties agree that the provisions of the collective agreement shall continue to apply to Paramedics during a legal strike, except as otherwise provided for in this provision. The Employer agrees that the union dues deducted from the pay of each Paramedic who works during the strike pursuant to Article 4 of the collective agreement shall be at a rate of thirty three and one-third (33 1/3%) percent of pay.
7. The Union agrees that there shall be no reprisals by the Union or its members against Paramedics who are required to work during a legal strike. The Union further agrees that neither the Union or its members shall interfere with or attempt to interfere with the work performed by the Paramedics during a legal strike.
8. The provisions of paragraph 4 of this agreement shall continue to apply in the event of a legal strike.

2.5 NO PRIVATE AGREEMENTS

The Employer will not enter into any agreement with any employee that is in conflict with this Agreement.

ARTICLE 3 – UNION MEMBERSHIP & SECURITY

3.1 UNION MEMBERSHIP (YORK REGION UNIT)

All employees of The Regional Municipality of York who fall within the CUPE Local 905 bargaining unit shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

3.2 WORK OF THE BARGAINING UNIT

Regional employees, whose jobs are not in the bargaining unit, shall not work on any jobs which are in the bargaining unit except in cases of instruction, emergency or when mutually agreed upon by both parties.

3.3 ACQUAINTING NEW EMPLOYEES

The Employer agrees to acquaint prospective applicants for employment with the fact that a Union agreement is in effect, and with the conditions of employment set out in the

Articles dealing with Union Security and Dues Check-off. New employees shall be advised of the name of the employee's Steward or Union representative by their Supervisor.

3.4 UNION ORIENTATION OF NEW EMPLOYEES

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and duties of Union membership, and his responsibilities and obligations to the Employer and the Union. New employees shall be provided with a copy of the list of Stewards provided to the Employer by the Union as per Article 6.8.

3.5 CONTRACTING OUT

Prior to contracting out any work now performed by employees, beyond work contracted out as of 1992, the Employer shall, where practicable, provide forty-five (45) calendar days written notice to the Union so as to allow the Union to make any representations it wishes to the Department Heads involved and the Regional Management Committee of Council. Any representations shall be made promptly and in any event within forty-five (45) calendar days of the giving of such notice. The written notice pursuant to the above shall contain an invitation from the Department Head to meet within ten (10) days for the purpose of discussing the proposed contracting out and cost information. Departmental information pertinent to the proposed contracting out shall be made available to the Union.

3.6 EMPLOYEE LISTS (YORK REGION UNIT)

The Employer shall supply the Union semi-annually on or about the first of April and October with a list of current employees, their addresses, sex, employment status, position, and work location and shall continue to supply the Union with its monthly hire and termination lists, for all employees in CUPE Local 905.

3.7 VACANCY REPORTS (YORK REGION UNIT)

The Employer will provide CUPE with copies of all CUPE Local 905 vacancy posters (excluding casual work) where it is anticipated that the vacancy will not be filled by a Regional employee.

3.8 DEFINITION OF VOLUNTEER IN EMS

Volunteers may be used for special events such as mail displays, school displays, parades and any other event, which does not infringe on the usual work of Paramedics employed by the Region.

ARTICLE 4 -- UNION DUES

4.1 DUES DEDUCTIONS FROM PAY

The Employer shall deduct from each pay of each employee, Union dues in the amount or rate notified in writing from time to time to the Treasurer of the Employer by the Treasurer of CUPE Local 905. The Union agrees that the amount or rate of dues to be so deducted, when once set, shall not be changed by the Union for a period of six (6) months and thereafter shall not be changed more than once in any six (6) month period.

4.2 REMITTANCE OF DUES DEDUCTIONS

The Employer shall forward to the Treasurer of CUPE Local 905 a cheque for the amount deducted pursuant to Article 4.1 within two (2) weeks of making such deductions. The cheque shall be accompanied with a list of names of the employees from whose wages the deductions were made, the number of hours the employee worked, and the gross wages paid to each employee.

4.3 UNION CONSTITUTION/BY-LAWS

The Union will provide to the Employer a certified true copy of the section of the by-laws or constitution of CUPE Local 905 authorizing any such dues and contributions, and a certified true copy of the section of the minutes of a meeting at which any change in such dues and contributions is made.

4.4 SAVE HARMLESS

The Union and its CUPE Local 905 will jointly and severally indemnify and save harmless the Employer and all its officers and employees from any and all claims which may be made against the Employer or any employee of the Employer by reason of deductions from pay provided for by this Article.

4.5 T-4 SLIPS

The Employer will include the amount of annual union dues paid on the income tax information slip (T-4) of each member.

4.6 T-2200 SLIPS

Upon request by the employee the Employer shall provide T-2200 slips to those employees who drive their own vehicles while on Regional business.

ARTICLE 5 – BULLETIN BOARDS

5.1 BULLETINBOARDS

The Employer will provide in each facility in which bargaining unit employees work adequate bulletin boards for Union use.

ARTICLE 6 – AUTHORIZED REPRESENTATIVES

6.1 LIST OF AUTHORIZED REPRESENTATIVES

The CUPE Local 905 York Region Unit Chairperson will forward to the Employer a list of the names of members of CUPE Local 905 who are authorized to represent the Union at meetings with the Employer, and the Employer shall not meet with any employee or group of employees as representing the Union concerning any of the provisions of this agreement unless their names are on such list.

6.2 NEGOTIATING TEAM

The Union's collective bargaining team shall consist of not more than seven (7) persons, six (6) of whom shall be members of the CUPE Local 905 York Region Bargaining Unit and one (1) of whom shall be a representative of the Canadian Union of Public Employees. The Employer shall be entitled to an equal number of representatives. Prior to the commencement of bargaining the parties shall advise each other in writing of their respective representatives on the bargaining committee.

6.3 PAY FOR ATTENDING NEGOTIATIONS

Any employee who is a member of the Union bargaining committee may attend meetings of the bargaining committee with the Employer without loss of pay or benefits. The employee will endeavour to provide his/her Supervisor with reasonable notice.

6.4 CUPE REPRESENTATIVE

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees from Step No. 2 of the Grievance Procedure and at other negotiations with the Employer. Such representative shall have access to the premises of the Employer in order to examine conditions or interview employees, providing that such examination or interview does not unreasonably disturb the operations of the Employer.

6.5 UNION OFFICIALS ON UNION BUSINESS

Union officers, Stewards and members of any committee specified in this collective agreement shall be entitled to leave their work during working hours in order to carry out the following functions under this agreement: the investigation and processing of grievances, attendance at meetings with the Employer, participation in Arbitration, and such other functions related to this agreement and the role of the Union officer, Steward,

or said committee member. Permission to leave work during working hours for such purposes shall first be obtained from the employee's immediate Supervisor if such Supervisor is a non-union member. If the employee's immediate Supervisor is a Union member, then permission shall be obtained from the first non-union Supervisor above the employee's immediate Supervisor. Such permission shall not be unreasonably withheld. The employee shall report back to his or her Supervisor upon resumption of regular duties and, if requested, shall provide an explanation as to the length of time and purpose of their absence. Employees duly authorized by the Employer to engage in the aforementioned functions shall do so without loss of pay or benefits.

6.6 PAY FOR UNION OFFICIALS ON UNION BUSINESS

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

6.7 LABOUR/MANAGEMENT MEETINGS

A Labour/Management Committee consisting of three (3) representatives of the Local and three (3) representatives of the Employer shall be established to discuss matters of mutual concern as they may arise from time to time. On notification by either party, a date for a meeting will be arranged within two (2) weeks. Each party will provide the other with a written agenda for such meeting.

6.8 UNION STEWARDS LIST

The Union will supply the Employer with a list of the names of up to thirty (30) Stewards as soon as they are appointed, and thereafter will notify the Employer of any change in such list.

6.9 OFFICE ACCOMMODATION

The Employer will continue to provide the Union with suitable office accommodation on the Employer's premises.

In the event of a Strike/Lockout the Employer reserves the right to prohibit access to the Employer's premises.

ARTICLE 7 - UNION LEAVE

7.1 LEAVE FOR CUPE LOCAL 905 UNION OFFICE

Where an employee is elected or appointed to a full-time or part-time office within CUPE Local 905 the Employer will consider a request for extended leave of absence for such employee on its merits and such leave of absence may be granted by Regional Council with the concurrence of the Department Head involved. Upon thirty (30) days written notice, the employee shall be returned to his/her former position, or to a position comparable to that in which he/she was employed before taking office, or to such other

position as may be determined by the Employer, the employee and the Union as being suitable.

7.2 UNION BUSINESS LEAVE

- a) The Employer, upon reasonable notice of not less than one (1) week, shall grant leave of absence without pay and without loss of seniority upon request to employees elected or appointed to represent the Union at Union conventions or seminars. The Employer shall pay the employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Employer. Such leave of absence shall not exceed thirty-five (35) days for any individual employee per calendar year and a total of one hundred and fifty (150) person days in any calendar year. It is understood and agreed that the Union may utilize Union business days for the purpose of collective bargaining preparations so long as total individual and total bargaining unit days as herein allocated are not exceeded.
- b) The above caps do not apply to employees who are elected or appointed to Union positions in accordance with Articles 7.1 or 7.4. It is agreed and understood that Leaves of Absence granted to Health and Safety Committee members to attend Health and Safety seminars or conferences shall not be counted for the purposes of this article.

7.3 UNION BUSINESS LEAVE (PFT, PPT, TFT, TPT, C)

Whenever an employee is on leave of absence requested under Article 7.1 or 7.2 the Employer shall pay the employee's wages and benefits, invoice CUPE Local 905, and the Local shall, forthwith, provide full reimbursement.

7.4 a) LEAVE FOR FEDERAL/PROVINCIAL UNION OFFICE

An employee who is elected to office in the Canadian Union of Public Employees, whether National or Provincial, the duties of which require his full time attendance, shall, upon written request, be granted leave of absence without loss of seniority and service for a term not exceeding two (2) years.

b) LEAVE FOR FEDERAL/PROVINCIAL UNION EMPLOYMENT

An employee who becomes a paid employee of the Canadian Union of Public Employees, whether National or Provincial, shall, upon written request, be granted leave of absence without loss of seniority and service for a period not exceeding six (6) months.

c) LEAVE FOR FEDERAL/PROVINCIAL UNION OFFICE/EMPLOYMENT

Such leave of absence shall be without pay, but benefits will be continued by the Employer, and the Union shall reimburse the Employer for the cost of maintaining such employee's benefits during the said leave of absence.

7.5 EFFECT OF UNION LEAVE ON SENIORITY/BENEFITS

Whenever an employee is on leave of absence on Union business, such absence shall not constitute a break in seniority or service, or affect any benefits to which he/she is entitled.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.1 WORKING DAYS

For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive. The date of submission of any grievance or the giving of any notice or decision shall be excluded from the computation of time.

8.2 EMPLOYER NOT TO NEGOTIATE WITH EMPLOYEE

After a grievance has been initiated, the Employer shall not initiate negotiations with the aggrieved employee with respect to the grievance, either directly or indirectly, without the consent or presence of a Steward or Chief Steward. Once initiated the grievance shall be the property of the Union.

8.3 DELIVERY OF GRIEVANCES AND REPLIES (YORK REGION UNIT)

Grievances and replies to grievances shall be in writing at all stages, and shall be delivered in person or by means of electronic or facsimile transmission, as agreed upon by the Union and the Employer. The person receiving the grievance or the response shall acknowledge receipt in writing and date the acknowledgement, a copy of which is to be retained by the person acknowledging receipt. The Union shall submit grievances in person to the appropriate individual described in the Grievance Procedure. However, should that individual be unavailable, the Union may submit the grievance to the appropriate individual's immediate Supervisor, the immediate Supervisor's designate, if previously identified, or given their unavailability, to the Human Resource Services Branch, and receipt will be acknowledged as described above. The Employer shall submit responses in person to the CUPE Local 905 York Region Unit Chairperson, Chief Steward or to the Grievor's Steward of CUPE Local 905.

8.4 TIME LIMITS

Time limits are to be mandatory for all steps of the entire grievance procedure unless the Union and the Employer mutually agree in writing to extend the time limits.

8.5 PROVISION OF OFFICE SPACE

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available to the Union the temporary use of a private office or similar facility if available.

8.6 DISCLOSURE OF PERTINENT FACTS

The Union and the Employer will provide each other with full disclosure in writing as to all facts known to either party concerning the grievance upon which either party is relying and which are relevant to the grievance at Step No. 1 of the Grievance Procedure. If the Employer or the Union are made aware of any new facts upon which they will be relying subsequent to said disclosure, either party will promptly notify the other of such new facts in writing.

8.7 POLICY GRIEVANCES

When a dispute involving a question of general application or interpretation occurs, or when the Union has a grievance which cannot be made the subject of an individual grievance, the grievance shall be filed at Step 2 within sixty (60) days of the Union becoming aware of the circumstances that gave rise to the grievance.

8.8 GROUP GRIEVANCES

Where two or more employees have the same grievance, the grievance may be filed at Step No. 2 of the grievance procedure. The redress awarded shall apply to those who have signed the grievance.

8.9 FAILURE TO GRIEVE

The failure of an individual to file a grievance, or the failure of an individual to proceed to the next grievance step, does not prejudice any other Employee from filing a future grievance on a similar or related matter.

8.10 GRIEVANCES REGARDING JOB SELECTION

Where a grievance arises due to a dispute over selection of an applicant for a position under the job posting procedure, or denial of a transfer, the grievance shall be filed at Step No. 2 of the Grievance Procedure.

8.11 GRIEVANCES REGARDING SUSPENSION, DISCHARGE, LAY-OFF, RECALL

Where a grievance arises due to suspension, discharge, lay-off or recall, the grievance shall be filed at Step No. 2 of the Grievance Procedure.

8.12 GRIEVANCES RE: SEXUAL HARASSMENT

Where an allegation of Sexual Harassment is made by an employee, the grievance shall be filed at Step No. 2 of the Grievance Procedure.

8.13 STEPS OF GRIEVANCE

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated (such difference or allegation being hereinafter referred to as "the grievance"), the following grievance procedure shall apply namely:

STEP 1 – The aggrieved employee shall submit the grievance to his/her Steward. The employee concerned, together with the Steward shall, within ten (10) working days of the date the employee became aware of the occurrence, submit the grievance to the employee's Supervisor who shall meet with the employee and the Steward within five (5) working days, and who shall give a decision within five (5) working days of the meeting.

STEP 2 – Failing an acceptable or any decision pursuant to Step 1, the employee concerned together with a Committee or not more than three (3) Union Representatives may, within five (5) working days from the date of the receiving of the decision under Step 1 or from the expiration of the time for the giving of such decision, submit the grievance in writing to the Department Head (or designate), who shall meet with the employee and the Committee within five (5) working days, and shall give a decision in writing within five (5) working days of the meeting.

STEP 3 – Failing an acceptable or any decision pursuant to Step 2, the employee concerned together with a Committee of not more than three (3) Union Representatives may, within five (5) working days from the date of receiving of the decision under Step 2 or from the expiration of the time for the giving of such decision, submit the grievance in writing to the Chief Administrative Officer (or designate), who shall meet with the employee and his/her Committee within five (5) working days, and who shall give his/her decision in writing within five (5) working days of the meeting. If the designate hears the grievance, the decision shall be that of the designate.

STEP 4 – Failing an acceptable or any decision pursuant to Step 3, the employee concerned and the Union may, within thirty (30) working days from the date of the receiving of the decision under Step 3, or from the expiration of the time for the giving of such decision, refer the grievance to Arbitration pursuant to Article 9.

ARTICLE 9 – ARBITRATION

9.1 NOTICE TO ARBITRATE

Notice of intention to submit a grievance to Arbitration shall be given by either the Union or the Employer by registered mail.

9.2 REFERRAL TO ARBITRATION

In submitting the grievance to Arbitration, one of the following options may be chosen:

- a) The Board of Arbitration shall be composed of one (1) member. Within ten (10) working days of the mailing of the notice of intention to submit a grievance to arbitration, the parties shall agree upon the name of the Arbitrator.
- b) The Board of Arbitration shall be composed of three (3) members. Within ten (10) working days of the mailing of the notice of intention to submit a grievance to arbitration, the initiating party shall advise the other party of the name of its appointee to the Board. Within ten (10) working days of the receiving of the notice of intention to submit a grievance to Arbitration, the party receiving notice shall

advise the other party of the name of its appointee to the Board. Within five (5) working days of the appointment of the second of them, the two appointees shall select a third person who shall be the chairperson.

9.3 MINISTRY SELECTION OF ARBITRATORS

- a) If the parties are unable to reach an agreement on the name of an Arbitrator under Article 9.2(a), the party taking the grievance to arbitration may request the appointment of an Arbitrator to be made by the Minister of Labour, or may choose to exercise its option under Article 9.2(b).
- b) If the appointees are unable to reach an agreement on the name of a Chairperson under Article 9.2(b), the party taking the grievance to arbitration may request the appointment of a Chairperson to be made by the Minister of Labour.

9.4 ACCESS OF ARBITRATOR

At any stage of the grievance or arbitration procedure, all reasonable arrangements will be made to permit the parties and the Arbitrator or any of them to have access to the Employer's premises to view working conditions relevant to the matter under consideration.

9.5 DECISION OF ARBITRATOR

The Arbitration Board shall hear and determine the grievance, and shall issue a decision, and a lawful decision shall be binding upon the Union and the Employer. In the case of a three member Board, and in the absence of a majority decision, the decision of the Chairperson shall govern.

9.6 POWERS OF ARBITRATION BOARD

The Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this agreement nor otherwise make any decision inconsistent with this agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

9.7 SHARED EXPENSE OF ARBITRATION

Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses, if any, of the Chairperson of the Arbitration Board and the cost of the room or rooms in which the arbitration is held.

ARTICLE 10 – NO DISCRIMINATION

10.1 NO DISCRIMINATION

The Employer agrees that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline,

classification, discharge or otherwise. This includes reasons such as age (save and except normal retirement provisions), race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, disability and membership or activity in the Union.

10.2 DEFINITION OF DISABILITY

In this Article, the term "disability" shall be as defined in the Human Rights Code as amended.

10.3 SEXUAL HARASSMENT

Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.

ARTICLE 11 - OCCUPATIONAL HEALTH AND SAFETY

11.1 STATEMENT OF VALUES

The Regional Municipality of York is committed to the ongoing objectives of protecting its employees and property from accidental injury, loss and occupational disease.

In fulfilling this commitment, the Employer will make every effort to promote and provide safe and healthy work environments and altitudes that reduce or eliminate foreseeable hazards which may result in personal injuries/illnesses, or damage to environment or property.

The responsibility for safety is equally placed on all employees of the Region regardless of position. The Employer, the Union and the Employees must be dedicated to the continuing objective of reducing risk of injury, and committed to all legislative requirements as they apply to design, operation and maintenance of facilities and equipment.

All Regional staff having charge of a workplace or authority over workers will be held accountable for the health and safety of workers under their supervision and are responsible to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures by receiving adequate training in their specific work tasks.

Each worker must protect his or her own health and safety by working in compliance with all laws, as well as safe work practices and procedures established within the Region.

ARTICLE 12 – SENIORITY

12.1 DEFINITION OF SENIORITY (PFT, PPT, C)

A Seniority Date shall be established for each employee upon successful completion of the probationary period, based on length of employment in the bargaining unit, including employment prior to certification with the Employer or its predecessor. In addition, seniority credits earned while in CUPE, Local 905 Long Term Care Bargaining Unit will be recognized. Seniority for permanent full-time employees who have completed their probationary period will be based on their date of hire or, where applicable, their adjusted date of hire in the bargaining unit. Seniority for all other employees will be based on their paid hours within the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, lay-off, and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis. Casual and part-time seniority at the time of conversion to full-time will not exceed 1715 hours annually.

12.2 SERVICE

For determining an employee's entitlement to pay increments, vacation and sick benefits, service shall be defined as all paid hours with the Employer or his predecessor, including the first five (5) weeks of an unpaid leave of absence in any calendar year. Casual and part-time service at the time of conversion to full-time will not exceed 1715 hours annually.

12.3 SENIORITY CONVERSION TABLE

In the event that an employee changes his/her job status to or from that of a Permanent Full-Time employee the following table will be used to convert hours to days and vice versa for the purpose of crediting seniority and determining the adjusted date of hire:

2058 paid hours	= 1 year when normal full-time hours	= 42 hours a week
1960 paid hours	= 1 year when normal full-time hours	= 40 hours a week
1837.5 paid hours	= 1 year when normal full-time hours	= 37.5 hours a week
1715 paid hours	= 1 year when normal full-time hours	= 35 hours a week

Additional hours will be converted to days on a pro-rata basis using the above formula.

12.4 SENIORITY LIST (PFT, PPT, C)

The Employer shall prepare and post in April and October of each year a seniority list for all employees, including a paid-hours listing for all permanent part-time and casual employees who have completed their probationary periods, as well as the paid hours of all temporary employees whose assignment(s) have exceeded six (6) months within a twelve-month period.

Upon posting of the most recent seniority list, employees shall have sixty (60) days from the date of posting to object to, or grieve their seniority information, otherwise the seniority list shall be deemed to be accurate as of the date of posting.

1. When seniority lists are updated and posted, employees and management will be provided with a sixty (60) day period to make any corrections necessary as a result of errors made subsequent to the last official posting. No revisions/corrections will be made prior to the previous official posting.
2. The last seniority list posted by the Employer for all employees shall be used to determine layoffs, promotions, etc. In addition, the Employer shall retain a list of all employees hired into the Bargaining Unit subsequent to the last posting and these employees will be laid off in order of the most recent hires dates.
3. Once layoff notice has been served to an employee, the employee will have five (5) calendar days to notify the Employer in writing of his/her decision to accept the layoff or displace another employee. Should the employee fail to notify the Employer appropriately and within this time frame, it will be assumed that the employee has opted for layoff.
4. All temporary positions (excluding those created as a result of pregnancy and/or parental leave) shall be reposted after six (6) months. The current incumbent of a temporary position may remain in the position beyond six (6) months for a reasonable period during the posting and selection period.

The last seniority list, subject to corrections during the sixty (60) day appeal period, posted by the Employer for all employees shall be used to determine job competitions, promotions, layoffs, etc.

12.5 ACCUMULATION OF SENIORITY (PFT, PPT, C)

An employee otherwise eligible to accrue seniority shall continue to accumulate seniority under the following circumstances:

- a) For up to twenty-four (24) months while in receipt of Long Term Disability benefits;
- b) Throughout all paid leaves of absence;
- c) Following exhaustion of sick leave credits and while on an approved leave of absence without pay due to illness to a maximum of six (6) months;
- d) Throughout all Union business leave;
- e) Throughout the duration of a leave for Union office;
- f) Throughout the entire period of a pregnancy and/or parental leave for up to one (1) year in total;
- g) Throughout the first five (5) continuous work weeks in any calendar year of any unpaid leave of absence; or
- h) While in receipt of Workplace Safety and Insurance benefits.
- i) All hours worked as a casual or temporary employee while on lay-off.

- j) For up to nine (9) months while in a temporary non-union position.

12.6 RETENTION OF SENIORITY (PFT, PPT, C)

An employee otherwise eligible to accrue seniority shall retain but not accumulate seniority under the following circumstances:

- a) While on any unpaid leave of absence, except pregnancy and/or parental leave, in excess of five (5) continuous work weeks in any calendar year; or
- b) Following twenty-four (24) months of receipt of Long Term Disability benefits.
- c) While on layoff, except for hours worked as a temporary or casual employee.
- d) While in a temporary non-union position beyond nine (9) months but not more than twelve (12) months.

Remain in the Bargaining Unit

The employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or he/she will lose all seniority held at the time of the subsequent transfer.

12.7 LOSS OF SENIORITY (PFT, PPT, C)

An employee otherwise eligible to accrue seniority shall lose all seniority and shall be deemed terminated under the following circumstances:

- a) Is discharged for cause and not reinstated;
- b) Resigns and does not withdraw his resignation in writing within two (2) working days;
- c) Is absent without leave for more than two (2) consecutive working days without notifying the Employer, unless such notice was not reasonably possible;
- d) Fails to return to work following a lay-off within eight (8) calendar days after the mailing to him/her of the notification by prepaid registered mail addressed to his/her last known address, unless such failure is occasioned by sickness or other reasonable cause. It will be the responsibility of the employee to keep the Employer informed of his/her current post office address;
- e) Following twenty-four (24) months lay-off for permanent employees; or
- f) Following three continuous (3) months in which a casual employee does not work any shifts for reasons other than illness, injury or approved leave of absence.
- g) Retires.

- h) She/he fails to return to work at the expiration of a leave of absence without a reasonable explanation.

ARTICLE 13 – HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES

13.1 JOB POSTINGS (PFT, PPT, TFT, TPT, C)

- a) When vacancies occur, or a new job is created, the employer shall post such positions on all staff bulletin boards for a period of seven (7) working days and shall give notice of such vacancy or new job to each employee who is laid off. During this time employees will have the opportunity to apply and be considered for the position before such jobs are advertised outside the service of the Employer. All subsequent postings with the same classification which arise as a result of filling the initial vacancy shall only be required to be posted for five (5) working days provided that the closing date for the subsequent posting is not more than two (2) months later than the closing date for the initial posting.
- b) Location transfers
 - i) Before the posting of a permanent vacancy, the permanent employees within the Same classification, status and department of the vacancy will have the opportunity to transfer to the work location created by the permanent vacancy.
 - ii) Subject to discipline the most senior permanent employee will be granted the work location transfer.
 - iii) Once transferred to a new location, the employee is not eligible for another location transfer for at least six (6) months from the date of the transfer.
 - iv) The vacancy created by the location transfer shall be posted in accordance with Article 13.7.
- c) Vacancies for Paramedics (PCP and ACP), Lead Paramedics and Speciality Team Paramedics shall be posted for ten (10) consecutive days, including Saturdays and Sundays. All other postings shall be posted in accordance with Article 13.1 a) above.
- d) Back Filled Positions

When temporary vacancies are created by an employee filling a maternity and/or parental leave or LTD assignment, these vacancies shall be posted on a temporary basis up to the duration of twelve (12) months. It is agreed that one (1) resulting backfill position shall be posted on a temporary basis up to the duration of twelve (12) months.

13.2 INITIATING JOB POSTINGS

The Employer shall initiate procedures to fill vacant positions three (3) weeks prior to the effective date of termination, or such shorter period as permitted by notice. Alternatively, the reasons for not filling a position will be given to the Union in writing within five (5) working days of the termination date.

13.3 EXTERNAL ADVERTISING

The Employer may advertise simultaneously when posting only where it believes no current employee has the qualifications for the position advertised. In the event a current employee with the qualifications does apply for the position, he/she shall be appointed. External applicants will be considered only when no qualified internal applicant applies.

13.4 CONTENT OF POSTINGS

Notices posted pursuant to this Article shall contain the date of posting, the position and classification title, the job status, the duties of the position, the bona fide required qualifications, the rate of pay, the initial area of employment, whether it is a replacement or a new position and the closing date for applications. Such notices will also be sent to the Secretary of CUPE Local 905 and will indicate the name of the employee being replaced.

13.5 POSTING EXCEPTIONS

Employees who are construction inspectors or who work on the paint crew during the summer shall be given priority over external applicants for available winter jobs provided such employees are qualified and have the ability to do the job. The Employer shall endeavour to place qualified employees in classifications close to or equal to the summer classifications in terms of wage scales.

13.6 NOTIFICATION TO APPLICANTS AND UNION

If requested by the employee, the Employer shall acknowledge in writing all internal applications for job postings upon receipt. All internal applicants and the Union shall be notified of the successful applicant.

13.7 JOB COMPETITION (PFT, PPT, TFT, TPT, C)

- a) In filling vacancies, new union positions or promotions, appointments for the following classifications:
 - i) Schedule 1 Pay Grade 10 and above
 - ii) Schedule 2 Pay Grade 2 and above
 - iii) Schedule 2A Pay Grade 8 and above
 - iv) Schedule 2B Pay Grade 8 and above
 - v) Schedule 3 (all classifications)

The following factors shall govern:

- a) qualifications, experience, skills and ability, attendance, such criteria shall be **bonafide**; and
- b) seniority

Where the factors set out in (a) above are relatively equal amongst competing applicants, factor (b) shall govern.

- b) In filling vacancies, new union positions or promotions that are not covered in Article 13.7(a) above, the appointment shall be made of the applicant having the **bonafide** required qualifications and the greatest seniority. It is understood and agreed that "**bonafide** qualifications" means the combination of education, experience and skills that are set out in the "qualifications" section of the job posting. It is further understood and agreed that in any competition for permanent full-time or permanent part-time positions, the seniority of permanent full-time and permanent part-time employee applicants prevails against casual and temporary employee applicants.

13.8 RESTRICTIONS

- a) A permanent employee (full-time and part-time) selected as a result of a permanent or temporary vacancy, and who accepts assignment to the position, **will not be eligible to have their application** considered for a further permanent or temporary vacancy for a period of up to six (6) months from the date of selection or length of the assignment, whichever is shorter, except as follows:
 - i) The job change **would** constitute a change to "**permanent**" status.
 - ii) The Employer agrees that having the applicant accept assignment to the position would be mutually beneficial.
 - iii) The job constitutes a promotion.
- b) A permanent employee who accepts a temporary position must return to his/her permanent position for at least six (6) months from the date of the return before accepting another temporary position, subject to Article 14.
- c) It is further understood that a newly hired employee who has not completed their probationary period of six (6) months need not be considered for a posted vacancy until completion of their probationary period.
- d) Casual employees filling a temporary assignment need not be considered for a further vacancy unless they are within four (4) weeks of completion of the current temporary assignment.

13.9 NOTIFICATION TO UNION

Notifications of all hirings, promotions, lay-offs, transfers, recalls, leaves of absence, or absences due to illness or disability (when sick leave credits have been exhausted) in excess of one (1) month, pregnancy and parental leaves, leaves on long-term disability,

and terminations of employment within the bargaining unit, shall be given to the Union. Such notice will include work locations of affected employees, and will be provided to the Secretary of CUPE Local 905 once per month.

13.10 TRIAL PERIODS

The successful applicant from within the bargaining unit to a permanent position inside or outside the bargaining unit shall be placed on a trial period of six hundred (600) hours. The employee's immediate Supervisor will review with the employee the job description, and if requested, provide a copy. The Supervisor shall provide to the employee such orientation to the workplace and/or to specific workplace procedures which in the opinion of the Supervisor is necessary for the employee to commence his/her duties. Except for temporary positions, the employee shall be declared permanent in the new position on conclusion of the trial period, conditional on satisfactory service. If the employee proves unsatisfactory in the position during the trial period, or if the employee so requests during the trial period, he/she shall be returned to his/her former position without loss of seniority, previous wage or salary rate, and any other employee who, in the meantime, has been transferred in consequence of the transfer of the original successful applicant, shall likewise be returned to his/her previous position, without loss of seniority, previous wage or salary rate. If the employee proves unsatisfactory in the position during the trial period, the employee and the Union shall be notified in writing setting out the reason(s). This article does not apply to employees whose job status is changed from full-time to part-time or vice versa or any other such change in job status, within the same classification, unless previously agreed to in writing.

13.11 PAY FOR PROMOTED/RECLASSIFIED EMPLOYEES

Where an employee is appointed to a higher paid classification as a result of a job posting competition or a reclassification, the employee shall be paid at the next step on the grid of the higher paid classification which represents an increase of at least thirty-five (35) cents per hour, up to the maximum rate for the higher paid classification. A "higher paid classification" is a classification whose maximum hourly rate exceeds the current maximum hourly rate of the employee's regular classification.

13.12 EFFECTIVE INCREMENT DATE

Subject to Article 12.3 wage rates will be calculated from the date of hire or the date of reclassification or promotion to a new salary group. Employees who are placed in a step above the start rate will receive incremental increases on completion of each interval as set out in the applicable wage schedules attached.

13.13 UNION STAFF IN NON-UNION JOBS

Bargaining unit employees who are appointed to temporary "acting" non-union positions shall continue to accumulate seniority and service and continue to have Union dues deducted throughout the temporary period subject to Articles 12.5 and 12.6. The employee will return to his/her bargaining unit position within twelve (12) months in the acting position, unless the Union and the Employer otherwise agree.

13.14 NO UNILATERAL TRANSFERS

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

13.15 PROBATIONARY EMPLOYEES

- a) When a new employee is hired, the employee's Immediate Supervisor will review with the new employee the job description, and if requested, provide a copy. The Supervisor shall provide to the employee such orientation to the workplace and/or to specific workplace procedures which in the opinion of the Supervisor is necessary for the employee to commence his/her duties.
- b) Such employee shall be on a probationary period, during which time he/she shall be subject to the terms of this agreement except as expressly otherwise provided. A probationary employee may be discharged without recourse to the grievance procedure. Employees retained past the probationary period of a permanent position shall be placed on permanent staff and credited with seniority from the date hired in accordance with Article 12. The Employer will advise the Union when a probationary employee is discharged. The Employer will discuss such discharge with the Union if requested.
- c) Notwithstanding Article 1.14 and 1.15, an employee will be deemed to have completed his/her probationary period after twenty-four (24) months of employment.

13.16 a) PERMANENT EMPLOYEES FILLING TEMPORARY POSITIONS (PFT, PPT)

When a permanent employee fills a temporary position, the employee remains a permanent employee with all rights and benefits of a permanent employee.

b) EMPLOYEES FILLING TEMPORARY POSITIONS (PFT, PPT, C)

At the end of the temporary assignment, the employee will be returned to their former position.

13.17 TEMPORARY SECONDMENTS

The Employer and Union have agreed to allow the temporary secondment of employees for up to six (6) months to other work areas where mutually agreed upon between the Employer, Union and Employee.

The purpose of these secondments would be to assist with employee education, training and development.

Temporary secondments need not be posted and employees would remain in their existing classifications for the duration of the secondment.

ARTICLE 14 - LAY-OFF AND RECALL

14.1 a) TEMPORARY LAY-OFF

A temporary lay-off is one that lasts up to and including thirteen (13) consecutive weeks. No employee shall be laid off without receiving written notice of such lay-off, or payment in lieu of notice. The period of notice or days for which payment is to be received in lieu of notice shall total seven (7) working days.

b) PERMANENT LAY-OFF

A permanent lay-off is one that exceeds thirteen (13) consecutive weeks and/or that is declared by the Employer at the outset to be permanent or indefinite in duration.

c) TERMINATION NOTICE

An individual employee permanently laid off is entitled to receive two (2) weeks notice or payment in lieu of notice if the employee has more than three (3) months but less than three (3) years of service.

For employees with at least three (3) years service or more, who are permanently laid off, one weeks notice or payment in lieu thereof for each year of service, to a maximum of eight (8) weeks notice or payment in lieu of such notice.

In the event that twenty (20) or more employees are to be permanently laid off within any seven (7) consecutive calendar days, the period of notice will be thirty (30) working days.

All payment schedules will be in accordance with the Employment Standards Act.

d) TEMPORARY LAY-OFF BECOMING PERMANENT

In the event of a temporary lay-off becoming permanent, any period of notice or payment in lieu of the temporary lay-off shall be deducted from the notice or payment in lieu of notice required above.

e) SEVERANCE PAY

In the event of a permanent lay-off or a temporary lay-off that becomes permanent, an employee whose recall rights have expired and/or an employee who has not obtained through competition and is maintaining a Regional position within any classification and status, or who renounces his/her recall rights and thereby resigns, shall, provided he/she has been employed by the Employer or its predecessors for five (5) or more years at the time the lay-off became effective, be paid severance pay in accordance with the Employment Standards Act.

14.2 LAY-OFF AND BUMPING

In the event of a lay-off, employees within the classification in the location that the lay-off occurs shall be laid off within their job status in the reverse order of their bargaining-unit-wide seniority. For the purpose of this Article "Location" is defined as the street address of a Branch/Division.¹

An employee who would otherwise be laid off may displace the most junior employee within a classification providing the employee exercising this right meets the required qualifications for the position and providing the employee he/she wishes to displace has the same employment status.

The bumping employee's new immediate Supervisor shall provide to the employee such orientation to the workplace and/or specific workplace procedures which, in the opinion of the Supervisor, is necessary for the employee to commence his/her duties.

Once lay-off notice has been served to an employee, the employee will have five (5) calendar days to notify the Employer in writing of his/her decision to accept the lay-off or displace another employee. Should the employee fail to notify the Employer appropriately and within this time frame, it will be assumed that the employee opted for lay-off.

14.3 EMPLOYEES FACING LAY-OFF OBTAINING TEMPORARY POSITIONS

Notwithstanding Article 13.16(b) an employee who obtains a temporary position rather than being laid off shall, at the end of the temporary position, find him/herself in the same situation they were in before accepting the temporary position (i.e. with the possibility of being laid off).

14.4 NOTIFYING LAID-OFF EMPLOYEES OF VACANCIES

Notification of all job postings shall be given to each employee who is laid off. Subject to Article 13, employees who are laid off will have the opportunity to apply and be considered for the position before such jobs are advertised outside the service of the Employer.

14.5 CHANGING EMPLOYMENT STATUS (PFT)

Where a permanent full-time employee on lay-off obtains a position within the bargaining unit within a different employment status, he/she shall retain all recall rights of a permanent full-time employee for twenty-four (24) months following the initial lay-off.

14.6 HIRING NEW EMPLOYEES DURING LAY-OFF

New employees shall not be hired until those laid off have been given an opportunity of recall subject to the provisions of Article 14.8.

¹ "Branch/Division" is defined as the first organizational level below Department Head.

14.7 RECALLS

Employees permanently laid-off, who have been unsuccessful in exercising bumping rights, are subject to recall for up to two (2) years from the commencement of the lay-off. Employees shall be recalled into a position within the same employment status and classification from which they were laid off in order of seniority provided those being recalled are qualified to perform the available work. It shall be the responsibility of laid-off employees to keep the Employer advised of their current residence address. If a laid off employee fails to report, within two (2) weeks of the mailing by registered post of the notice to recall to the most recent address of the employee filed with the Employer, then the Employer shall be free to offer the job to the employee next in line for recall. An Employee's recall rights expire when he/she obtains through competition, a higher position within the same employment status from which he/she was laid off.

Employees who have been successful in exercising bumping rights will be recalled to the same classification and status from which they were laid off unless he/she is able to bump into a higher paid classification or the employee obtains a higher Classification through competition.

14.8 ACCUMULATION OF SENIORITY DURING LAY-OFF

seniority and service credits for laid off employees shall be suspended and not accrued during the layoff period. Employees on lay-off who accept temporary or casual work shall accrue seniority and service for all hours worked.

All benefits accumulated prior to lay-off shall be suspended during lay-off.

Employees shall have the option of cashing in her/his earned vacation or leaving it suspended.

14.9 LTD AND LAY-OFF

A person in receipt of a benefit under the Long Term Disability Plan at the time of lay-off shall continue to receive such a benefit in accordance with the terms of the Insurance policy. An employee who is totally disabled prior to such lay-off but who has not commenced to receive a benefit under the Long Term Disability Plan shall be entitled to receive a benefit in accordance with the terms of the insurance policy.

14.10 GRIEVANCES R E LAY-OFF

Grievances concerning lay-offs and recalls may be initiated at Step No. 2 of the Grievance Procedure.

14.11 DELETION OF CLASSIFICATION

Prior to the deletion of a job classification, where practicable, the Employer will provide CUPE Local 905 with twenty-one (21) calendar days written notice.

ARTICLE 15 – HOURS OF WORK

15.1 NORMAL HOURS

Normal daily hours of work for permanent full-time employees within the bargaining unit will be as outlined in the attached Schedules, and Article 36, 12 Hour Shifts. Where employees are currently working less than the normal daily hours for the classification in which they are employed, the shorter shift may be maintained.

15.2 12-HOUR SHIFTS - CONDITIONS OF EMPLOYMENT

The special conditions of employment pertaining to those employees working twelve (12) hour shifts are contained in Article 36 - 12 Hour Shifts.

15.3 NO SPLIT SHIFTS

No employee will be required to work a split shift.

15.4 NOTICE OF CHANGE OF HOURS

The Employer shall determine the normal beginning and ending times of a shift. However, the existing beginning and ending times shall not be changed without the agreement of a majority of the employees affected unless the exigencies of the operations so require, in which case the employee and CUPE Local 905 shall be given five (5) working days notice of such change. The issue of whether or not the exigencies of the operations require such change is a matter that may be referred to the grievance procedure at Step 2.

15.5 WINTER SHIFT SCHEDULES

The complete shift schedules for winter works will be posted by October 15th in each year with a copy to the Union.

15.6 SCHEDULES- NOTICE OF CHANGE

Schedules shall be for a four (4) week period and shall be posted six (6) weeks in advance of the start of the period. Employees shall receive at least forty-eight (48) hours notice of change to the posted scheduled shift. Failure to provide such notice shall result in overtime rates being paid for all changed hours worked during that forty-eight (48) hour period. This premium is not to be pyramided with the premium payable pursuant to Article 15.13.

15.7 a) MEAL PERIODS

Except as otherwise indicated herein, each employee will be allowed a period for an unpaid mid-shift meal provided the shift exceeds four (4) hours. This period shall not be less than one-half (½) hour, or greater than one (1) hour depending on current practices.

b) **MEAL BREAKS FOR EMPLOYEES NOT PERMITTED TO LEAVE BUILDING**

Employees who are not permitted to leave the building for their meal break shall be paid for fifteen (15) minutes of a half-hour (½) meal break and shall be paid for thirty (30) minutes of a one (1) hour meal break. Employees working 12 hour shifts are covered under Article 36.

15.8 MINIMUM REPORTING PAY

An employee reporting for work on his/her regular shift, or who has been called in to work and reports to work, shall be paid his/her regular pay for the entire period worked, with a minimum of three (3) hours pay if he/she does not commence work because he/she is advised that no work is available, or for reasons beyond his/her control or not personal to his/her, and a minimum of four (4) hours pay if the employee does commence work.

15.9 REST PERIODS

All employees shall be permitted a fifteen (15) minute rest period both in the first and the second half of a normal shift as set out in Schedule 1. Rest periods for employees working twelve (12) hour shifts are covered under Article 36 - 12 Hour Shifts.

15.10 MAXIMUM LIMIT OF 13 HOURS

No employee shall work more than thirteen (13) consecutive hours except where the exigencies of the service require otherwise.

15.11 WASH-UP TIME

Where, due to the nature of the work being performed during a shift, an employee requires a wash-up, he/she may request, and will be granted, time sufficient to enable the employee to wash up prior to the end of the shift. It is understood that the employee will use the granted time for wash-up purposes only, and will not leave work prior to the end of the shift.

15.12 SWING SHIFT RESTRICTIONS

When an employee's shift changes, a minimum of twenty-four (24) hours shall be scheduled off between the end of the old shift and the commencement of the new shift. If an employee's new shift commences during such twenty-four (24) hour period, he/she shall be paid overtime rate for all hours worked on the first shift. This provision shall have no application to call-in work for casuals.

15.13 DAYS OFF FOR OTHER THAN MONDAY TO FRIDAY

Each employee who is required to work on any regular schedule other than Monday through Friday shall be given two (2) consecutive days off in each seven (7) day or other regularly scheduled shift period in lieu of Saturday and Sunday, provided that work schedules normally in effect at work locations which do not conform to the foregoing shall not be considered a violation of this Agreement.

a) **SCHEDULING OF CASUAL EMPLOYEES**

Where it is known one (1) week in advance that an employee will be absent for a period of five (5) days or more in the period covered by the current or ensuing schedule, the resulting work will be offered equitably on a rotating basis to casual employees as a block in order of seniority, when possible. It is understood that each work location will retain a list of casual employees in seniority order and that such blocks of five (5) days or more shall be offered equitably on a rotating basis in order of seniority.

b) **SCHEDULING OF CASUAL EMPLOYEES IN EMS**

In addition to part 15.15 a) the following applies with reference to those casuals employed as Primary Care Paramedics or Advanced Care Paramedics;

1. Casuals shall be assigned in order of seniority and shall be called in order of seniority on a rotating basis during a pay period.
2. Casuals must indicate availability and non-availability on monthly time sheets, two (2) weeks prior to the beginning of the each calendar month. Casuals shall use identified codes to indicate availability and non-availability.
3. If availability changes subsequent to the submission of the timesheet, it is the responsibility of the employee to notify the employer at least 48 hours in advance of the date(s) in question.
4. Casuals must be available to work on at least twelve (12) shifts per month. This must be maintained for ten (10) months of a calendar year based upon mutual agreement. Casual staff who fail to be available in accordance with this provision shall be deemed to have resigned.
5. Casuals will be available to work four (4) out of eight (8) weekends in an eight-week time frame. Employees not available for four (4) out of eight (8) weekends shall be deemed to have resigned.
6. Casual staff will make themselves available to work alternating Christmas and New Years as required by the employer. Casual staff who fail to be available in accordance with this provision shall be deemed to have resigned.
7. When there is less than 24 hours notice of absence, a call will be placed to casuals. If no answer, leave message and move immediately down the list. If greater than twenty-four (24) hours notice, leave a message that you have booked the available casual in the shift and ask that they call and confirm their attendance. If no confirmation call is received within twelve (12) hours of the start of the shift the less than twenty-four (24) hour provision applies.
8. A casual employee shall not refuse more than three (3) shifts for which he or she had indicated his or her availability in a calendar month.
9. An employee who doesn't reply to a message will be deemed to have refused the shift. Inability to locate employees will be deemed as a refusal of shift.

10. Each refused shift will be counted against the twelve (12) shift minimum outlined in number 4.

15.14 HOURS OF WORK FOR PUBLIC HEALTH

- a) The normal hours of work shall be seven (7) hours per day and thirty-five (35) hours per week. Different start and end times can be scheduled within the seven (7) hour shift, subject to operational needs. Hours beyond seven (7) hours and the thirty-five (35) hour work week are subject to overtime.
- b) In order that the Employer may fulfill its mandate to the public by providing services in the evening, beyond 6:00 p.m., it may employ such employees as may be required to provide the service. The said employees shall be paid the appropriate shift premium rate.
- c) On occasion, employees may be required to work on the weekend and the Weekend premium and overtime shall apply. Notwithstanding the foregoing, the employee with the agreement of his/her supervisor can use flex hours within the thirty-five (35) work week to complete the weekend assignments

ARTICLE 16 – HOLIDAYS

16.1 a) IDENTIFIED HOLIDAYS

- i) The days to be designated as holidays in each year during the term of this agreement shall be the following:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
- ii) The Employer will also recognize any other day proclaimed as a public holiday by the Government of Canada, or Ontario, or by the Council of The Regional Municipality of York.
- iii) In addition to the above, permanent employees (i.e. those employees who have completed their probationary period) shall be entitled to two (2) Float Holidays. Float Holidays shall not be cumulative.
- iv) One of the Float Holidays will be taken on a date to be determined annually by the Employer and Union to accommodate corporate closings associated with designated holidays.

The Employer agrees to sponsor a Remembrance Day Service on November 11th each year should Remembrance Day occur on a day other than Saturday or Sunday.

Note: Should Remembrance Day be declared a Statutory Holiday, the Float Holiday identified in paragraph iv) above will be eliminated.

- v) The second Float Holiday will be taken on a date mutually acceptable to the Employer and employee.
- vi) Designated holidays are only available to temporary and casual employees who satisfy the requirements, other than the three (3) month waiting period, of the Employment Standards Act concerning paid holidays. Temporary and casual employees are not entitled to Float Holidays.

b) **HOLIDAY PAY (PPT, TPT, C)**

Holiday pay or time off in lieu for permanent part-time and eligible temporary part-time and holiday pay for eligible casual employees who work shifts of less than the regular full-time hours for that classification shall be the average of the paid straight-time hours for all shifts worked in the two pay periods preceding the holiday.

16.2 a) **PAY FOR HOLIDAYS WORKED**

Employees who are required to work on a holiday shall receive payment at the rate of one and one-half (1½) times the employee's regular straight time hourly rate. In addition, employees, other than casual employees, will be given the option of receiving holiday pay for the day or a lieu day with pay, such lieu day to be scheduled at a mutually agreed time or pursuant to Article 19.7(ii). Casual employees who are eligible for holiday pay shall be paid at the rate of time and one half (1½) for all hours worked on the holiday plus holiday pay, but shall not have the lieu day option.

b) **PAY FOR HOLIDAYS NOT WORKED**

A permanent employee who is not required to work on a holiday, shall be entitled to and shall be paid by the Employer his/her regular rate of pay for each holiday not so worked, provided

- i) he/she has worked his/her scheduled shift before or after the holiday, subject to reasonable cause;
- ii) he/she is not in receipt of Workers' Compensation or Long Term Disability benefits.

16.3 a) **HOLIDAY ON SATURDAY OR SUNDAY**

For employees who are regularly scheduled to work Monday to Friday, when any of the above holidays fall on a Saturday or Sunday, the Employer may select the preceding Friday or following Monday as the day of observance of such holiday for all purposes under the collective agreement. For employees who work from a seven day work week schedule, all holiday premiums are payable for the day on which the actual holiday falls.

b) HOLIDAYS ON DAY OFF FOR SEVEN DAY OPERATION

For those employees working from a seven (7) day **work** week schedule, when such paid holiday falls on an employee's regularly scheduled day off, such employee shall receive a day off with pay in lieu at a time to be mutually agreed upon by the Employer and the employee, or such employee may elect to receive a regular day's pay.

16.4 HOLIDAY PERIOD DEFINED

The paid holiday shall be the twenty-four (24) hour period comprising the holiday regardless of when the shift starts or ends.

16.5 HOLIDAYS WHILE ON SICK OR VACATION

A paid holiday for which an employee is otherwise eligible, occurring while an employee is on vacation or sick leave with pay, shall not be deducted from the employee's vacation entitlement or sick leave credits.

16.6 CHRISTMAS/NEW YEAR (PFT, PPT, TFT, TPT)

The Employer will make every effort to ensure that each employee shall have the actual Christmas or actual New Year's Day off. Preference for days off will be determined by seniority.

ARTICLE 17 – SHIFT WORK

17.1 WEEKEND PREMIUMS

All employees who work day shifts on Saturdays and/or Sundays will receive a premium of \$.80 per hour for all such hours worked. Employees who work evening and/or night shifts on a Saturday or a Sunday will receive \$1.25 for all such hours worked.

17.2 SHIFT PREMIUMS

Employees who work a shift, the majority of hours of which occur before 8 a.m. or after 4 p.m. Monday to Friday, shall receive a shift premium of \$.80 per hour for all hours so worked.

17.3 EMS PREMIUM

Full-Time Paramedics whose regularly scheduled shift requires evening and weekend work shall be paid an EMS premium in December each year. The premium shall be one thousand and eight hundred (\$1,800.00) dollars. The premium shall be pro-rated on a monthly basis for those Paramedics whose employment commences during the year, or changes preceding the payment of the premium.

Casual Paramedics shall receive a premium of eighty (\$0.80) cents per hour for all hours worked on a night shift. Article 17 does not apply to Paramedics, with the exception of 17.3.

ARTICLE 18 – OVERTIME AND STANDBY

18.1 OVERTIME

Subject to Article 18.4, all time worked before or after the employee's regular work day and/or regular work week as defined in the attached Schedules shall be considered overtime if authorized in advance by the employee's Supervisor, whether that Supervisor be Union or Non-Union. The Same hours cannot be claimed for both daily and weekly overtime.

18.2 OVERTIME RATE

Overtime shall be paid for at the rate of time and one-half (1%).

18.3 NO REDUCTION OF NORMAL HOURS

No employee shall be required to reduce his/her regular hours to compensate for overtime worked by him/her or by other employees.

18.4 LESS THAN FULL-TIME SHIFTS (PPT, TPT, C)

An employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular working day, shall be paid at his/her regular hourly rate, including any applicable shift premiums, for the hours so worked up to and including the normal full-time working hours, and at overtime rates for all hours worked in excess of the normal full-time working hours in a working day.

18.5 MEAL ALLOWANCE

An employee required to work two (2) hours overtime immediately prior to or following the normal shift shall be provided a meal allowance of \$10.00 within ten (10) days of the end of the pay period in which the overtime was worked.

18.6 NO MANDATORY OVERTIME

No employee shall be required to work overtime against his wishes when other qualified employees in the same position or classification are available to perform the required work. Where there are no qualified employees available the Employer may assign overtime in accordance with Article 18.10.

18.7 CALL-BACK- MINIMUM PAID HOURS

- a) Each employee who has completed his/her regular day's work and who has left his/her office, assigned yard or work location, and who is called back and reports for overtime work, or who is called back and reports for work on other than his/her

regular work day, shall be paid for a minimum of three (3) hours at overtime rates starting from the time of response, whether such employee works or not. It is understood, however, that the appropriate minimum guarantee of three (3) hours shall be applicable only for one (1) separate call-in for any twenty-four (24) hour period and that for the second and subsequent call-in an employee shall be eligible only for the appropriate overtime rate of time and one-half (1%) for all hours actually worked.

- b) Where an employee is required and authorized to respond to work related calls while at home the employee shall track the actual time spent on the telephone and be reimbursed for the actual time. An employee shall have the option to either receive overtime pay or equivalent time off for all overtime hours worked.
- c) There is no mandatory requirement for the employee to respond to the call back request, except for the employee who is scheduled for Standby pursuant to Article 18.11.

18.8 OVERTIME ON A HOLIDAY

Overtime work on a paid holiday when an employee was not scheduled to work will be paid for at the rate of time and one-half (1%) for the hours worked, and he/she shall receive a day in lieu of such holiday at a time designated by the employee and acceptable to the Employer or he/she shall be paid time and one-half (1%) for the hours worked plus regular pay for such holiday.

18.9 TIME-OFF-IN-LIEU OPTION AND USAGE

An employee shall have the option to either receive overtime pay or equivalent time off for all overtime hours worked. Lieu time off will be taken at a time mutually agreed upon by the Employer and the employee. Accumulated time off will not be taken in amounts greater than five (5) days subject to Article 19.7(ii). Lieu time will be limited to eighty (80) hours at any particular point in time. Overtime owing in excess of eighty (80) hours will be compensated as overtime pay.

18.10 DISTRIBUTION OF OVERTIME/STANDBY/CALL-BACK

Overtime, standby and call-back time shall be offered equally among the qualified employees in the section in which the overtime is required to be worked.

18.11 STANDBY PREMIUM

- a) An employee assigned to standby will be paid two (2) hours pay at his/her regular straight time hourly rate for each day the employee is required to be on standby, except that on Saturdays, Sundays and paid holidays he/she will be paid three (3) hours pay at his/her regular straight-time hourly rate. Such standby pay shall not be included as part of regular working hours for the purpose of calculating overtime.

b) **STANDBY FOR EMS**

- i) An employee assigned to standby will be paid two (2) hours pay at his/her regular straight time hourly rate for each day the employee is required to be on standby.
- ii) The employee must be able to immediately perform duties in compliance with the Ambulances Act and all applicable related regulations and standards.
- iii) The employee must remain within one (1) hour travel time of 17250 Yonge Street, Newmarket and are required to report to work as soon as possible and to the assigned location.
- iv) The employee shall be placed on active pay upon registration with the Ambulance Communication Centre.

18.12 WATER/WASTEWATER EMPLOYEES ON STANDBY

Water and Wastewater employees on standby may take a regional vehicle to the closest Regional facility to their home. The Employer will post a list of these locations.

18.13 TWO-PERSON RESPONSE

On all known chlorine leak call-ins, two people shall respond.

18.14 PAGERS

Where standby is required, pagers and beepers shall be supplied by the Employer. The employee shall file with his/her Supervisor a current telephone number at which he/she can be reached.

18.15 STANDBY

An employee assigned by his immediate Supervisor to be on standby, shall ensure that he/she is available to take all necessary calls and communications during the period of the standby assignment. The employee shall also ensure that the technological means of receiving said calls and/or communications (e.g. telephone, beeper, pager etc.) are in working order, and if not in working order, the employee shall take all reasonable steps to ensure uninterrupted communication with the Employer. Any out-of-pocket expenses shall be reimbursed by the Employer.

18.16 DAYLIGHT SAVING TIME

The Employer shall pay the employee who works daylight savings time all hours worked at straight time, and one (1) hour at overtime rates if the employee works an extra hour in his/her shift. The employee shall also receive full pay that he/she would have normally worked if the shift that is worked is moved one hour ahead.

ARTICLE 10 **II**

19.1 a) VACATION ELIGIBILITY (PFT,PPT)

Each permanent full-time employee, and permanent part-time employees on a pro-rata basis based on normal scheduled hours, shall be eligible for vacation days with pay according to the following scale:

During Year	Annual Vacation Entitlement in Days	Annual Vacation Entitlement in Hours for 35 hrs/wk	Annual Vacation Entitlement in Hours for 37.5 hrs/wk	Annual Vacation Entitlement in Hours for 40 hrs/wk	Annual Vacation Entitlement in Hours for EMS 42 hrs/wk
1	15	105	113	120	126
2	15	105	113	120	126
3	16	112	120	128	134
4	17	119	128	136	143
5	20	140	150	160	168
6	20	140	150	160	168
7	20	140	150	160	168
8	20	140	150	160	168
9	21	147	158	168	176
10	22	154	165	176	185
11	23	161	173	184	193
12	23	161	173	184	193
13	24	168	180	192	202
14	24	168	180	192	202
15	25	175	188	200	210
16	25	175	188	200	210
17	26	182	195	208	218
18	26	182	195	208	218
19	27	189	203	216	227
20	27	189	203	216	227
21	28	196	210	224	235
22	28	196	210	224	235
23	29	203	218	232	244
24	29	203	218	232	244
25+	30	210	225	240	252

b) VACATION ELIGIBILITY (TFT, TPT, C)

Temporary full-time, temporary part-time and casual employees shall be eligible for vacation pay at a rate of four (4%) percent of all paid hours, paid bi-weekly.

c) **VACATION ENTITLEMENTS(PFT,PPT)**

For all permanent full-time employees, the determination of annual service for the purposes of calculating vacation entitlement under Article 19.1(a) shall have as its reference point the employee's anniversary date of ~~permanent~~ employment, it being understood that unpaid leaves of absence in excess of five (5) weeks (except in the case of pregnancy or parental leave) do not constitute service for the purposes of vacation entitlement.

For permanent part-time employees vacation entitlement shall be determined by the completion of equivalent full-time paid hours.

19.2 **NORMAL DEDUCTIONS FROM PAY**

All normal deductions made from an employee's pay will be made from the vacation pay.

19.3 **CREDIT AND USE(PFT, PPT)**

Vacation days shall be credited monthly and may be taken as earned subject to Article 19.12.

19.4 **VACATION OWING ON TERMINATION**

An employee on cessation of employment, shall receive earned vacation pay. Should the employee have taken a vacation advance, the Employer shall deduct such amount from the employee's final pay cheque.

19.5 **SUPPLEMENTAL VACATION**

Employees may request, and subject to the efficient operations of the Branch, will be granted supplemental unpaid vacation of up to five (5) days annually. Requests for supplemental unpaid vacation must be made in accordance with Article 19.12. Regular vacation requests will be given priority over requests for supplemental vacation.

19.6 **VACATION PAY CALCULATION(PFT, PPT)**

Vacation pay for permanent full-time and permanent part-time employees shall be based on the particular employee's regular rate of pay effective immediately prior to the vacation period.

19.7 **MAXIMUM UNBROKEN PERIOD (PFT, PPT)**

i) An employee shall be entitled to receive his vacation in an unbroken period of up to four (4) weeks, unless otherwise mutually agreed upon by the employee and the employer. Where it can be demonstrated that the Branch's operations are adversely affected by the granting of four (4) week unbroken vacation periods, the Branch Head may require employees to take vacations in periods of less than four (4) weeks, but in any event no less than three (3) week periods, unless otherwise mutually agreed upon by *the* employee and *the* employer.

- ii) Lieu time banked pursuant to Articles 16.2 a) and 18.9 shall be used before vacation credits when scheduling the maximum unbroken period.

19.8 APPROVED LEAVE DURING VACATION

Where an employee qualifies for sick leave, bereavement or any other approved leave during his vacation period, there shall be no deduction from vacation credits for such absence. For the employee to qualify for such sick leave, the employee must provide adequate medical evidence that supports his illness during his vacation period. The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or be reinstated for use at a later date.

19.9 VACATION FOR EMPLOYEES CHANGING EMPLOYMENT STATUS

When an employee becomes a permanent full-time employee, the Employer shall calculate the employee's total paid hours from the date first employed in accordance with Article 12.3 and allow such employee the appropriate vacation allowance for such time in accordance with Article 19.1.

19.10 POSTPONING VACATION

- a) It is understood and agreed that as a general principle, employees are encouraged to take an annual vacation. However, an employee may postpone, subject to the approval of the Department Head, his annual vacation entitlement, provided that total vacation entitlement does not exceed forty (40) days or the equivalent in hours as outlined in Article 19.1(a). However, an employee may postpone his annual vacation entitlement, provided this decision is confirmed to the Employer in writing and provided that the total vacation entitlement does not exceed forty (40) days or the equivalent in hours as outlined in Article 19.1(a).
- b) Any additional vacation days or hours beyond the cap of forty (40) days or the equivalent in hours as outlined in Article 19.1(a) shall be paid out at the employee's current regular rate of pay once the cap is exceeded.
- c) Where the Department Head requests, and the employee agrees, to the postponement of all or part of an employee's vacation, that period of time shall be in addition to the time specified in paragraph (a) above.

19.11 STATEMENT OF SICK LEAVE/VACATION

The Employer shall provide to each individual employee who qualifies, a detailed statement of their current accumulated sick leave bank and vacation credits.

19.12 SELECTION OF VACATION (PFT, PPT – PARAMEDICSEXEMPT)

- a) Every employee shall give notice in writing to his/her Supervisor by the 15th of March in each year of his/her preferred vacation days. Upon receipt of such notice, vacation dates will be confirmed by the Supervisor by the 15th of April. Failure by the Supervisor to respond shall be deemed to be confirmation. Requests for vacation can be made again by September 15th with supervisor approval on October 15th. When two (2) or more employees in the same section and within the same job status request the same or overlapping dates, vacation shall be assigned on the basis of bargaining unit seniority if necessary to maintain services.
- b) Employees who fail to give notice of vacation preference by the 15th of March or then again on September 15th shall be granted vacation, considering vacation dates confirmed by April 15th and October 15th respectively on a "first come first served" basis, and such vacation will be confirmed or denied within two (2) weeks of application. Failure to respond to the vacation request within two (2) weeks shall be deemed to be confirmation.

19.13 VACATION ADVANCE

An employee wishing to take more vacation than he/she has earned may be granted such unearned vacation as a vacation advance at the Department Heads sole discretion.

19.14 TEMPORARY AND CASUAL - VACATION PAY (TFT, TPT, C, S)

In accordance with Article 19.1 (b), temporary and casual employees will receive their vacation entitlement as part of their bi-weekly pay.

19.15 USE OF VACATION CREDITS

Accumulated vacation credits shall be reduced by one-half (½) hour for each one-half (½) that an employee remains on the payroll because of absence due to vacation.

ARTICLE 20 – SICK LEAVE PLAN

20.1 SICK LEAVE (PFT, PPT)

After three (3) months of service, as specified in Article 20.10, permanent full-time employees and, on a pro-rata basis, permanent part-time employees shall have the benefit of and be subject to the conditions contained in the Sick Leave Plan for employees of The Regional Municipality of York contained in this Article.

20.2 CALCULATING SALARY OR WAGES

In calculating salary or wages for days of sick leave standing to the credit of any permanent full time employee, one (1) day's sick leave standing to the credit of an employee shall represent the equivalent of one (1) regular day of employment.

20.3 a) SICK LEAVE CREDITS

The purpose of the short-term sick leave plan is to provide benefits to an employee who is both eligible for the benefit and unable to work due to sickness and/or disability. The duration of the short-time sick benefits varies according to the terms outlined herein and covers the elimination period until long-term disability benefits are available for the eligible employee.

Short-term sick leave will apply to disabilities lasting up to one hundred and thirty (130) days and pay will be continued in accordance with the following schedule:

Length of Service	Amount Payable	
	@ 100% Pay	@ 70% Pay
From completion of three (3) consecutive calendar months of service to end of first year of service	--	75 days
After first full year of service as at anniversary date	10 days	plus 120 days
After second full year of service	15 days	plus 115 days
After third full year of service	20 days	plus 110 days
After fourth full year of service	25 days	plus 105 days
After fifth full year of service	30 days	plus 100 days
After sixth full year of service	35 days	plus 95 days
After seventh full year of service	40 days	plus 90 days
After eighth full year of service	45 days	plus 85 days
After ninth full year of service	50 days	plus 80 days
After tenth full year of service	55 days	plus 75 days
After eleventh full year of service	60 days	plus 70 days
After twelfth full year of service	65 days	plus 65 days
After thirteenth full year of service	70 days	plus 60 days
After fourteenth full year of service	75 days	plus 55 days
After fifteenth full year of service	80 days	plus 50 days

Length of Service	Amount Payable	
	@ 100% Pay	@ 70% Pay
After sixteenth full year of service	85 days	plus 45 days
After seventeenth full year of service	90 days	plus 40 days
After eighteenth full year of service	95 days	plus 35 days
After nineteenth full year of service	100 days	plus 30 days
After twentieth full year of service	105 days	plus 25 days
After twenty-first full year of service	110 days	plus 20 days
After twenty-second full year of service	115 days	plus 15 days
After twenty-third full year of service	120 days	plus 10 days
After twenty-fourth full year of service	125 days	plus 5 days
After twenty-fifth full year of service	130 days	--

Note: This schedule shall be renewed on January 1st of each year.

b) USE OF CREDITS

Sick leave credits shall be reduced by one-half (½) hour for each one-half (½) hour that an employee remains on the payroll because of absence due to illness. The employee shall remain on the payroll at his/her usual rate of pay, or until sick leave credits are exhausted.

c) SICK CREDITS ENTITLEMENT

- i)** Sick leave increments and re-accumulations occur only on January 1st (full entitlement) or July 1st (50% entitlement) each year, after the employee's individual anniversary date, according to the schedule outlined in Article 20.3, except for the sick leave entitlement during the first year of service.
- ii)** Where an employee exhausts his/her full sick leave credits (130 days) he/she must return to work on full-time hours for at least twenty (20) consecutive working days before the sick leave credits are restored, subject to Article 20.3 c (iii) and Article 20.5.
- iii)** Where an employee is not actively at work due to illness, leave of absence without pay, modified work program or lay-off as of January 1st or July 1st of each year, the sick leave credits will not be restored until the employee can work at least twenty (20) consecutive working days.

- iv) Where the employee is actively at work for at least twenty (20) consecutive days by June 30th, he/she will receive their full sick leave credit commensurate with their service date.
- v) Where the employee is actively at work for at least twenty (20) consecutive days on or after July 1st but before September 30th, he/she will receive fifty percent (50%) of each of their 100% and 70% sick leave credits.
- vi) Where the employee is actively at work for at least twenty (20) consecutive days on or after October 1st, he/she will receive twenty-five percent (25%) of each of their 100% and 70% sick leave credits.
- vii) Any remaining sick leave credits are not carried over to the new year, except for under Article 20.6.

20.4 LOSS OF TIME DUE TO ACCIDENT OR INJURY

Loss of time due to accidents or injury occurring while on duty or illness inherent to occupation shall be charged against the employee's sick leave credits and the employee shall remain on the payroll at the usual rate of pay, unless or until sick leave credits are exhausted. The time for which compensation is paid by the Workplace Safety Insurance Board will then be credited to the employee's sick leave credits.

20.5 SICK CREDITS DURING LEAVE OF ABSENCE WITHOUT PAY

Subject to Article 12.2, when an employee is given leave of absence without pay for any reason or is laid off on account of lack of work, and returns upon the expiration of any such period, he/she shall, upon return to work, retain any credits outstanding prior to the commencement of such leave or layoff. If such leave or layoff commences prior to the January 1st re-accumulation date and ends on or after the January 1st re-accumulation date, the employee will receive their full sick leave credit commensurate with their service date if they return prior to June 30th and fifty percent (50%) of each of their 100% days and their 70% days if they return on or after July 1st.

20.6 SICK LEAVE CREDIT FOLLOWING PREGNANCY LEAVE

An employee who was on pregnancy leave and is not able to return to work due to illness shall have access to the sick leave credits that the employee had before her pregnancy leave and can be used during the sick leave that followed her pregnancy leave.

Sick leave increments and reaccumulations remain subject to the terms of the collective agreement in that the employee must return to full-time hours for at least twenty (20) consecutive working days before receiving the entitlement under Article 20.5 of the agreement.

20.7 TERMINATION OF EMPLOYMENT

Sick leave credits cease on termination of employment for any reason.

20.8 ILLNESS EXCEEDING SICK LEAVE CREDITS

Subject to Article 20.16, whenever an employee's hours of illness exceed his/her sick leave credit, the excess hours of illness shall not be carried forward, but shall be regarded as hours without pay.

20.9 TEMPORARY AND CASUAL EMPLOYEES

Temporary and casual employees shall not come within the provisions of the sick leave plan nor will they be granted sick leave with pay.

20.10 DESIGNATED HOLIDAYS

Designated holidays shall not be charged against accumulated sick leave credits.

20.11 REQUIRED SERVICE

The three (3) month service requirement provided for in Article 20.3(a) shall be completed as of the anniversary of the first day of the calendar month following the date of commencement of employment, and no sick pay shall be authorized for the period prior to such anniversary.

20.12 DOCTOR'S CERTIFICATE - FIFTH DAY

- a) Any employee whose illness extends to five (5) working days shall, on or before the fifth (5th) day, file a Doctor's certificate with the Department Head and/or supervisor.
- b) Notwithstanding the foregoing, the Employer may require an employee to provide a Doctor's certificate and/or a Fitness to Work Form for any absences of less than five (5) days where there is a demonstrated pattern of absences.

20.13 FITNESS TO WORK FORM-- CONTINUED ILLNESS

A Fitness to Work Form completed by the employee's physician shall be filed with the Employee Health Unit by the employee when fifteen (15) days have elapsed and every thirty (30) days thereafter, since the commencement of the illness or, the date of the last Fitness to Work Form, for the duration of the illness.

The Fitness to Work Form shall provide information confirming the employee's inability to work and/or medical restrictions, treatment regime, prognosis for recovery, expected return to work date, and any limitation that would prevent the employee from doing his/her job. This Fitness to Work Form will be used to assist in developing a return to work plan, including temporary modified work and to accommodate any disability which creates a barrier to successful return to the employee's job, where such a plan and/or accommodation is possible.

The employee will give written consent on the Fitness to Work Form for the Employee Health Unit to seek clarification from the employee's treating health care professional regarding the current condition that is affecting the employee's ability to participate in an early return to work and/or modified work. The employee must co-operate with the

Employee Health Unit's ability to seek clarification to ensure the continuation of his/her sick leave benefits.

20.14 ELIGIBILITY AND PAYMENT OF SICK LEAVE BENEFITS

- a) The employee must inform his/her immediate supervisor or designate of the employee's illness prior to the commencement of the work day unless such notice was not reasonably possible.
- b) A Fitness to Work Form is required within the specified time frames to ensure payment of short term sick leave benefits. Where the employee does not submit the Fitness to Work Form within the time frames, the days outside of the specified time frames will be without pay.
- c) No employee shall draw, during his/her active service with the Region, sick leave benefits if the absence from work is not due to his/her illness.

20.15 TEMPORARY MODIFIED DUTIES

- a) All modified duties and/or work assignments are temporary and intended to assist the employee's return to full duties. Such assignments shall be based on the employee's medical restrictions/abilities and on operational needs.
- b) The assignment of an employee to modified duties does not create a vacancy within the bargaining unit.
- c) Modified duties and/or work assignments can be implemented by the Employer for the employee's immediate return to work instead of the employee remaining on short term sick leave.

20.16 BOARD OF REVIEW

There shall be a Board of Review consisting of the Chair of Regional Council, the Chair of the Finance and Administration Committee and the Chief Administrative Officer. This Board shall review the case of an employee persistently claiming sick leave and also all other matters touching sick leave referred to it by an employee.

20.17 ILL DEPENDANT LEAVE

An employee entitled to sick leave credits may utilize not more than six (6) working days per calendar year in order to care for ill dependants of the employee within the employee's immediate family. Such absences shall be deducted from the employee's available sick credits.

20.18 SICK LEAVE TRANSITION

1. All employees, except EMS employees, who have five (5) or more years service, and fewer than 235 accumulated sick leave days, as of December 31, 1999 will be credited with an accumulated sick leave bank of fifty percent (50%) of their unused sick leave remaining to their credit at that time. The unused credits shall include

credits acquired under the following provisions of the April 1, 1998 to March 31, 2000 Collective Agreement:

2. All employees, except EMS employees, who have less than five (5) years service as of December 31, 1999 will be credited with an accumulated sick leave bank of one hundred percent (100%) of their unused sick leave remaining to their credit at that time.
3. Employees receiving payment for the remaining fifty percent (50%) of their unused sick leave remaining to their credit at their rate of pay in effect as of January 1, 2000 or deferring the payment until their retirement, termination or death, as provided for hereunder. For clarity those employees who choose to defer payment until retirement, termination, or death shall receive payment at their rate of pay in effect at the time of retirement termination, or death.
4. In the event any employee is on sick leave as of January 1, 2000, the employee will continue drawing from their previous accumulated sick leave until return to work. Upon return to work, the unused sick leave credits shall be calculated and their notice of option and payout dates adjusted accordingly.
5. Upon termination, retirement or death, any employee who had fewer than 235 sick days as of December 31, 1999 and who has an accumulated sick leave credit remaining from the fifty percent (50%) of their unused sick leave which was set aside for use under Article 20.15, shall have paid to them or their estate ten percent (10%) of the unused sick leave bank credits remaining at that time. The rate of payment shall be their rate of pay in effect at that time and shall be in addition to any payment that was deferred in accordance with Item 6.
6. Employees who have 235 or more sick days remaining to their credit as of December 31, 1999, shall have 117.5 days set aside for the payment options contained in Item 6 and all remaining sick days shall be placed in the employee's accumulated sick leave bank.

Upon termination or retirement, the employee will be entitled to payment for ten percent (10%) of the unused sick leave bank credits to a maximum of 12.5 days pay. Any remaining portion of the 10% shall be taken as a paid leave of absence, during which time the employee shall not be able to use Article 20.3 sick leave credits or accumulate vacation credits, however the employee will be paid vacation pay bi-weekly at a rate of 4% during the period.

In the event of death prior to termination or retirement, the entire ten percent (10%) of the unused sick leave bank credits shall be paid to the employee's estate.

ARTICLE 21 – LEAVE OF ABSENCE

21.1 a) BEREAVEMENT LEAVE (PFT, PPT, TFT, TPT)

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of pay and benefits in the case of the death of a member of the

immediate family, as defined in Article 1.19. In the case of a spouse or child, an additional two (2) days will be granted.

b) **BEREAVEMENT LEAVE**

Where the funeral, in respect of the death referred to in Article 21.1(a) takes place outside of Ontario, any employee shall be granted, in addition to the leave of absence referred to in Article 21.1(a), reasonable leave of absence for travelling time at the discretion of the Employer.

c) **BEREAVEMENT LEAVE FOR CASUAL EMPLOYEES**

When a death occurs in the immediate family of a casual employee during a time when he/she is scheduled to work five (5) days or more (see Article 15.15), the entitlement to bereavement leave will be the same as for permanent and temporary employees.

21.2 **FUNERAL LEAVE**

An employee may, on application to the Branch Head or to a person designated by him/her, be granted one (1) day leave of absence with pay to attend a funeral.

21.3 **JURY OR WITNESS DUTY**

- a) An employee served with a jury notice or with a subpoena requiring attendance at court shall forthwith notify his/her immediate Supervisor.
- b) The pay of an employee will be maintained in accordance with his/her scheduled hours for time spent on jury duty or for time spent in attendance under subpoena at court, provided such employee furnishes to his/her immediate Supervisor a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received, and provided further that the employee pays to the Employer the amount of such remuneration other than mileage and meal expenses.
- c) An employee called for jury duty or subpoenaed for appearance at court, and who is temporarily excused from such duty or appearance, must report for work if at least half a day remains to be worked in his/her shift.
- d) During a period of jury duty an employee will be placed on "Day Shift".

21.4 **SPECIAL OCCURRENCE LEAVE**

Employees will be granted special leave of absence with pay and without loss of seniority for the following reasons, provided that the employee will provide verification of the occurrence of such reasons upon request of his/her Supervisor:

Birth of a child by employee's spouse (including common-law spouse) 1 day

Placement of a child with the employee for adoption	1 day
Major fire or flood of principal residence or principal recreation property (at the discretion of the Supervisor, who's discretion shall not be arbitrarily exercised)	Up to 3 days
Moving of employee's principal residence household	1 day per calendar year
Employee's attendance at Canadian Citizenship Court to take Oath of Citizenship	1 day

The above special leaves of absence will be available to all employees, however, permanent part-time, casual and temporary employees must be scheduled to work on the day(s) in question to be eligible.

21.5 LEAVE FOR MEDICAL EXAMINATIONS

Where the Employer requires staff members to take a medical examination or to have a complete physical examination as a condition of continuing employment, the time for such an examination shall be deemed to be time worked. Time off for such examination must be agreed to in advance and must be taken during a scheduled shift unless otherwise mutually agreed. The results of such examination shall be treated as confidential by the Employer and will not be released without the employee's consent.

21.6 MARRIAGE LEAVE

Upon an employee's marriage, three (3) days leave without pay, and without loss of seniority or benefits, will be granted provided that five (5) working days notice is given.

21.7 PERSONAL LEAVE OF ABSENCE - 3 DAYS

Subject to the approval of the employee's Supervisor, an employee may request and be granted leave of absence without pay of up to three (3) consecutive working days for personal reasons.

21.8 PERSONAL LEAVE OF ABSENCE - EXTENDED

The Employer will grant a leave of absence without pay upon the written request of any employee if the leave is for a good reason and does not unreasonably interfere with the efficient operation of the Employer's affairs. During such leave of absence seniority and service will continue to accrue for the first five (5) consecutive weeks of such leave but not thereafter. Benefit coverage, excluding LTD, shall be continued throughout the period at no cost to the Employer, provided the employee pays all applicable premiums in advance, by post-dated cheque.

21.9 LEAVE FOR FEDERAL/PROVINCIAL/MUNICIPAL ELECTIONS

The Employer shall allow leave of absence without pay so that an employee may be a candidate in a federal, provincial or municipal election, in accordance with the provisions of applicable legislation.

ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE

22.1 PREGNANCY/PARENTAL LEAVE

Pregnancy and parental leaves under this Article are granted pursuant to the Ontario Employment Standards Act, as follows:

a) Eligibility

i) Pregnancy Leave

Pregnant employees who have been employed for thirteen (13) weeks with the Employer prior to the estimated date of birth, are eligible for pregnancy leave without pay of up to seventeen (17) weeks.

ii) Parental Leave

All employees who have been employed for thirteen (13) weeks by the employer prior to the estimated date of birth or coming into care and custody of the child, and who qualify under the definition of "parent" below, are entitled to parental leave without pay of up to thirty-five (35) weeks following the birth of their child or the coming into care and custody of an adopted child.

b) Definition of Parent

A parent includes natural and adoptive parents, and a person in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

c) Timing of Leave

i) Pregnancy Leave

Pregnancy leave shall not commence earlier than seventeen (17) weeks prior to the estimated date of birth.

ii) Parental Leave

Parental leave for pregnant employees must commence immediately following the expiration of the pregnancy leave, or immediately following the coming into care and custody of the child. Parental leave for all other employees must commence within the fifty-two (52) week period

immediately following the birth of the child or the coming into care and custody of the child.

d) **Notice**

Employees eligible for pregnancy or parental leave must provide a minimum of two (2) weeks written notice to the Employer prior to the commencement of the leave. Employees on pregnancy or parental leave who intend to return to work prior to the expiration of the granted leave must provide a minimum of four (4) weeks written notice to the Employer prior to resuming his or her duties.

e) **Benefits, Seniority and Service**

Throughout a pregnancy or parental leave, an employee on such leave shall continue to accrue seniority and service for the purposes of pay increments. In addition, all benefits fully paid by the Employer shall continue to be paid by the Employer. Those benefits, including pension, to which there are co-contributions made by both the employee and the Employer shall continue in effect throughout the leave unless the employee gives written notice of his or her intention to discontinue his or her regular contributions, in which case such benefit coverage shall cease for the period of the leave.

f) **Reinstatement**

An employee who has taken pregnancy or parental leave shall be reinstated upon expiration of the leave in the position the employee most recently held if it still exists, or to a comparable position if it does not. In the event of a lay-off occurring, the provisions of the Lay-off and Recall Article shall apply.

g) **Pregnancy and/or Parental Leave for Non-Eligible Employees**

Department Heads may, within their sole discretion, approve pregnancy and/or parental leave for employees who have less than thirteen (13) weeks service with the Employer. Any such approved leave shall be on the same terms and conditions as herein established for eligible employees.

22.2 CREDITED SENIORITY FOR EMPLOYEES RETURNING FROM PREGNANCY AND PARENTAL LEAVE

Upon returning from pregnancy and/or parental leave, an employee's seniority, other than a permanent full-time employee's seniority, shall be adjusted for each full pay period of absence by the average hours worked per pay period in the eight (8) pay periods preceding the leave of absence.

22.3 PREGNANCY AND PARENTAL LEAVE SUB-PLAN

Effective the date of approval by the Employment Insurance Commission, an employee who is on pregnancy leave or parental leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplemental Employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the

employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings. The Employer agrees to pay seventy-five percent (75%) of the employee's regular weekly earnings for up to two (2) weeks of any applicable "waiting period" under the Employment Insurance Act. All payments shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub. In the case of pregnancy benefits, SUB payments following the "waiting period" shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the last day worked prior to the commencement of the leave, times the employee's normal weekly hours.

Benefits provided herein are subject to the terms and conditions of the SUB plan registered with the Employment Insurance Commission.

22.4 VACATION CREDITS DURING PREGNANCY AND PARENTAL LEAVE

For the accumulation of vacation credits, service for permanent full-time employees shall be continuous during the period as defined in the Employment Standards Act for pregnancy and parental leave.

ARTICLE 23 – PAYMENT OF WAGES, ALLOWANCES & FEES

23.1 PAYMENT OF WAGES AND SALARIES

Effective the 1st day of April, 2004, the salary and wages to be paid to each employee shall be in accordance with the hourly rate of pay for each position set forth in the attached Schedules annexed hereto and forming part of this Agreement. Annual rates are to be used only for the purpose of annual estimates by the various departments of The Regional Municipality of York.

23.2 PAYDAY

Pay days shall be on alternate Thursdays.

23.3 a) INCREMENTS

Employees shall progress through the increment levels as set out in the attached Schedules.

b) EFFECT OF PAID LEAVE ON INCREMENTS

All time that an employee is absent on paid leave, sick pay or paid holidays shall be considered service for purposes of pay increments.

c) **EFFECTIVE DATE FOR INCREMENTAL ADJUSTMENTS**

Increments and salary adjustments for permanent full-time employees shall be effected at the beginning of the pay period following the employee's anniversary or position date, as the case may be, or for all other employees, following completion of the required paid hours in accordance with the table in Article 12.3, except when the anniversary or position date falls on the first day of the pay period, in which case the increments or salary adjustment shall be effective on the anniversary or position date as the case may be.

d) **EFFECTIVE DATE FOR GENERAL WAGE ADJUSTMENTS**

General wage adjustments for all employees shall be retroactive to the beginning of the first full pay period that includes the effective date of the adjustment.

e) **WAGE INCREMENT LEVELS FOR PART-TIME EMPLOYEES**

For permanent part-time, temporary part-time and casual employees, movement along the wage grid shall be based on full-time equivalent paid hours in accordance with Article 12.3.

23.4 a) **MILEAGE ALLOWANCE**

When an employee uses his/her privately owned motor vehicle on Regional business, the mileage allowance shall be calculated at the prevailing per kilometre rate for all distances so travelled. Mileage shall be calculated from the employee's normal work location or his/her home, whichever is less.

b) **MILEAGE FORMULA**

The fixed rate of 37¢ per kilometre shall be maintained for the duration of this collective agreement unless the non-taxable cap kilometre rate established yearly by (Revenue Canada) is increased. Any increase in the non-taxable cap shall be the new fixed mileage rate.

c) **OTHER TRANSPORTATION EXPENSES**

Parking and/or alternate transportation charges necessarily incurred by an employee while on Regional business shall be reimbursed, upon submission of receipts, along with mileage allowance.

23.5 **HEIGHT PREMIUM**

Employees required to work on water towers and standpipes at a height exceeding 12.192 meters will be paid an additional \$1.39 per hour for every hour or part thereof during which they are so employed.

23.6 **ASSIGNMENT TO HIGHER CLASSIFICATION**

a) When an employee is required to perform the regular duties of a higher paid classification, whether inside or outside the bargaining unit, for the majority of the

shift, he/she shall be paid at the next step on the grid of the higher paid classification which represents an increase of at least 35 cents per hour, up to the maximum rate for the higher paid classification for the entire shift. A "higher paid classification" is a classification whose maximum hourly rate exceeds the current maximum hourly rate of the employee's regular classification.

- b) The foregoing provisions shall apply to periods during which the employee is absent on paid leave, on sick pay or paid holidays or on annual vacation, provided that such employee has been continuously paid at such alternate rate for at least three (3) months and such qualifying period has not been interrupted by aggregate of absences on paid leave, sick pay account, paid holidays or vacation in excess of twenty (20) working days prior to such absence on paid leave.
- c) These provisions shall apply only when the three (3) continuous months service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate will be paid only to the extent that it would have been paid if the employee had remained at work.
- d) Where an employee is assigned to perform the regular duties of a higher paid classification and actually works sufficient aggregate time to qualify for an Increment, he/she shall be granted such increment effective the pay period following the date on which he/she qualifies for such increment. In addition to actual time worked, and pursuant to Article 23.6(a) all time that an employee is absent on paid leave, sick pay, paid holidays, or annual vacation shall apply toward the employee's aggregate time in qualifying for an increment.
- e) An employee may qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the Initial Increment.
- f) A Paramedic who is assigned to perform the duties of a supervisor. Continuous assignment for periods of two (2) weeks or more shall be counted towards the aggregate for the purposes of Article 23.6 (d), provided it is accumulated within a two (2) year period.

23.7 ENTITLEMENT TO BENEFITS WHILE ON LONG TERM DISABILITY

An employee, on qualifying for long term disability, will be entitled, in accordance with the terms of the applicable Insurance policy, to the following benefits from the commencement of LTD for a period of two (2) years or until he/she is no longer considered by the carrier to be totally disabled, whichever period is shorter:

OMERS	• Waiver of employee contributions
DENTAL	Paid by Employer during the first year and paid by the employee during the second year
LIFE INSURANCE	- Waiver of premium

EXTENDED HEALTHCARE - Paid by Employer
(includes drugs and vision care)

Extended health and dental benefits will be continued for a permanent part-time employee, as outlined above, provided he/she continues to contribute his/her pro-rated share of the premium, based on his/her regular scheduled hours at the time the disability began.

23.8 IMPLEMENTATION OF NEW WAGE RATES

Following Union ratification of a Memorandum of Agreement for a new or renewed Collective Agreement, the Employer shall endeavour to implement any new wage rates pursuant to that Memorandum of Agreement in the pay period immediately following ratification by Regional Council. The Employer shall endeavour to implement retroactive adjustments in the pay period subsequent to the pay period in which new wage rates are implemented.

23.9 PESTICIDE LICENSING FEES

Any employee who, in the performance of his/her job is required to spray pesticides or herbicides, shall be licensed. The Employer shall pay the employee's license fee.

23.10 MEAL ALLOWANCE WHILE ON EMPLOYER'S BUSINESS

An employee who is required to be away from the workplace over the meal period in attendance at meetings on the Employer's behalf shall be paid a meal allowance of \$10.00 unless a meal is provided.

23.11 PAYMENT OF MEMBERSHIP FEE

The Employer shall pay the membership fee in the Canadian Institute of Public Health Inspectors for one (1) Public Health Inspector in each office of the Employer.

ARTICLE 24 – RETROAC

24.1 RETROACTIVITY

- a) The annual wage increases are as follows:
 - 3% effective April 1, 2004
 - 3% effective April 1, 2005
 - 3% effective April 1, 2006

- b) Exceptions to the annual wage increases are as listed below:
 - Office **Cleaner/Lead** Hand, Office Cleaners
 - 0% effective April 1, 2004
 - 1.5% effective April 1, 2005
 - 1.5% effective April 1, 2006

**Local Systems Support Officer Network Analyst, Senior Network Analyst,
Support Analysts I & II**

2% effective April 1, 2004
2% effective April 1, 2005
2% effective April 1, 2006

24.2 INSURABLE BENEFITS

Insurable benefits as specified in Article 25 shall not be retroactive, but shall be implemented as soon as reasonably feasible after Regional Council's ratification of the Memorandum of Settlement. The Employer undertakes to notify the carrier of any revisions to the benefit package immediately following Council's approval and to request the carrier to implement such revisions as expeditiously as possible.

24.3 DISPUTES

Any grievance or any other matters in dispute between the parties that arise in the period between the date of ratification, by both parties, of the Memorandum of Agreement renewing the previous collective agreement and the signing of the new collective agreement shall be governed by the terms of the previous collective agreement, except where the Memorandum of Agreement provides specific dates that any provision takes effect.

24.4 RETROACTIVITY FOR ELIGIBLE RETIREES UNDER OMERS

Former employees who retired in 2004 and qualified under OMERS shall be entitled to retroactive pay adjustments for 2004 only. The Employer shall notify in writing, by registered mail, to the last known address, all eligible retired members of the Union of his/her entitlement to pay adjustments in 2004 who have terminated their service, on or after the coming into force of this Collective Agreement of any entitlement to retroactive pay adjustments. Those notified will be informed that they have thirty (30) days in which to advise the Employer of their intent to claim any applicable retroactive adjustments. Upon notification, the Employer shall then remit cheques in the appropriate amount forthwith. Those eligible members who fail to respond within thirty (30) days thereafter forfeit any right to retroactive adjustments.

ARTICLE 25 – BENEFITS

25.1 BENEFITS- GENERAL

Particulars of the Employer's current employee benefits program are set out in Article 25.3. The Employer agrees to make available during the term of this agreement the benefits and level of coverage as set out herein.

25.2 a) ROLE OF EMPLOYER IN PROVIDING BENEFITS

It is understood and agreed that the Employer is not an insurer as to any Insurable benefits (Long Term Disability, Life, Dental, Extended Health, Accidental Death

and Dismemberment) available, and that the exact coverage and payment of such benefits is governed by the terms of the Employer's particular policies of insurance in effect from time to time with the Carrier. Such policies of insurance may be viewed upon reasonable notice at Human Resource Services.

b) CHOICE OF CARRIER

The Employer maintains the right to select the carrier for the insurable benefits program, provided that the level of benefits conferred thereby is not decreased as a result of such selection.

25.3 WAITING PERIOD FOR NEW HIRES

After three (3) months of service, permanent full-time employees, and permanent part-time employees on a pro-rata co-insured basis based on normally scheduled hours, are entitled to participate in the Employee Benefit Program as detailed below. It is understood by the parties that where a benefit entitlement refers to spouse, "spouse" means a person who is married to you except that a person of the opposite or same sex who is living and has been living with you in conjugal relationship of at least twelve (12) consecutive months will be considered to be a spouse.

Following the completion of probation, the employee may submit receipts for the benefit coverage used during the waiting period. Payment shall be based on the date of the service was received and the benefit entitlement pursuant to Article 25.3 (e) & (f).

- a) **EMPLOYER HEALTH TAX** - 100% Employer paid
- b) **INSURED BENEFITS LIFE INSURANCE** 2 x annual salary to a maximum of \$150,000 paid 100% by Employer

All eligible employees shall as a condition of employment participate in the Group Life insurance provided hereunder.

LIFE INSURANCE FOR RETIREES (See Article 29.5)

- c) **A D & D** 1.5 x annual salary to maximum of \$150,000 paid 100% by Employer
- d) **LONG TERM DISABILITY** 75% of monthly earnings to an "all source" maximum of \$5,000

The Long Term Disability Benefit shall be inclusive of any benefits paid under any pension plan (other than an employee's personal insurance purchased privately), Workplace Safety insurance Benefits, or any other plan to which the Employer makes any contribution, such long-term disability benefits to be payable after six (6) continuous months absence from work on account of illness or injury; provided that all sick leave credits payable to an employee pursuant to Article 20 of this Agreement have been exhausted.

Where an employee continues on long term disability benefits beyond two years, and is considered by the LTD carrier to be totally disabled, the employee may continue extended health coverage and dental insurance coverage, until age 65 or until he/she is no longer deemed by the carrier to be totally disabled, by paying the existing monthly premium. Premiums are reviewed and revised annually in January.

e) EXTENDED HEALTH COVERAGE

- | | |
|--------------------------------|---|
| Drug Plan | <ul style="list-style-type: none"> - positive enrollment - firstpayer - Drug Plan: adoption of 100% National Formulary; 80% Formulary - Prescription drug dispensing fee maximum \$9.00 per prescription |
| Vision Care | <ul style="list-style-type: none"> - \$300 per person in a 24-month period <p>Eye examination by an optometrist limited to one examination in any twenty-four (24) month period, in addition to any government plan coverage, provided no portion of a charge for these services is payable under a government plan. (Effective January 1, 1999)</p> |
| Semi-Private Hospital | <ul style="list-style-type: none"> - Maximum of \$175.00 per diem |
| Supplementary Health Includes: | <ul style="list-style-type: none"> - Psychologist, Speech Pathologist, Chiropractor, Podiatrist, etc. - Reasonable and customary charge per visit covered, annual maximum of \$250 per person after OHIP maximum is reached - Physiotherapy maximum of \$5,000 per person annually - Massage Therapy - Reasonable and customary charge per visit covered, 20 visits per calendar year per person - Hearing Aids - \$500 per person in 5 year period |

Extended Health Coverage benefits for a dependent child shall be on the basis of the following definition:

Dependent child means an unmarried natural, adopted or step child who is entirely dependent on the employee for maintenance and support and who is:

- a) under **21** years of age, or,
- b) under **25** years of age and attending a college or university full-time, or,
- c) Physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the employee for maintenance and support and while eligible under (a) or (b) above.

(See group benefit booklet issued by Sun Life for details of further coverage.)

f) DENTAL PLAN

- Basic Preventative • **100%** of current ODA fee schedule
No deductible. Maximum of **\$1,500.00** per person annually

NOTE: Routine dental visits for check-ups and cleaning are covered once every nine (9) months, effective the date of this Collective Agreement

- Major Restorative - **80%** co-insured at current ODA fee schedule
No deductible, Maximum of **\$2,000** per person annually
- Orthodontics - **50%** co-insured at current ODA fee schedule
No deductible, **\$2,000** lifetime maximum per person
- Dentures - **80%** co-insured at current ODA fee schedule
No deductible, Maximum of **\$2,000** per person annually

Dental coverage benefits for a dependent child shall be on the basis of the following definition:

Dependent child means an unmarried natural, adopted or step child who is entirely dependent on the employee for maintenance and support and who is:

- a) under **21** years of age, or,
- b) under **25** years of age and attending a college or university full-time, or
- c) Physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the employee for maintenance and support and while eligible under (a) and (b) above.

25.4 BENEFITS

In consideration of the Employer's contributions to the employee benefits program, the Employer shall retain the employees' share of any Employment Insurance Premium reduction for which the Employer qualifies under the Employment Insurance Act.

25.5 PRO-RATED BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

- a) All employees working up to and including 17.5 hours bi-weekly would pay 75% of the benefit premiums, they would receive 25% sick leave and vacation entitlement.
- b) All employees working in excess of 17.5 hours bi-weekly up to and including 35 hours bi-weekly would pay 50% of benefit premiums and would receive 50% sick leave and vacation entitlement.
- c) All employees working in excess of 35 hours bi-weekly up to and including 52.5 hours bi-weekly would pay 25% of benefit premiums and would receive 75% sick leave and vacation entitlement.
- d) All employees working in excess of 52.5 hours bi-weekly would pay 0 benefit premiums and would receive 100% of sick leave and vacation entitlement.

25.6 INSURABLE BENEFITS FOR TEMPORARY AND CASUAL EMPLOYEES

Temporary and casual employees shall be paid 10% of their regular straight time hourly rate in lieu of insurable benefits and sick leave.

25.7 GENERAL LIABILITY INSURANCE

The Employer agrees to maintain General Liability Insurance for the protection of Regional employees.

25.8 BENEFITS BOOKLETS

Booklets containing further details as to all benefits are available from Human Resource Services.

25.9 REPORTING BENEFIT CHANGE INFORMATION

Each employee shall report any changes in marital status or increase or decrease in dependants without delay.

25.10 PERMANENT EMPLOYEES FILLING TEMPORARY POSITIONS (PFT, PPT)

When a permanent employee fills a temporary position, the employee remains a permanent employee with all rights and benefits of a permanent employee.

ARTICLE 26 – SAFETY & PROTECTIVE CLOTHING, EQUIPMENT & UNIFORMS

26.1 a) GENERAL - CLOTHING & EQUIPMENT

The Employer will provide safety equipment and protective clothing sufficient to protect the employee from injury to all employees who are required to perform duties where hazards exist. Where the Employer provides such equipment or clothing, it must be used or worn by the employee, provided however that it is recognized that there may be Occasions during an employee's working hours when the use or wear of such equipment or clothing may be unnecessary to the employee's safety or well-being.

b) UNIFORMS AND PROTECTIVE CLOTHING

Such equipment or clothing will be provided on the following basis:

- i) Safety Helmets, Safety Glasses (non-prescription), and Safety Masks will be provided to all employees as required by the nature of the work.
- ii) First-Aid Kits - The Employer shall supply first-aid kits in accordance with regulations under the Workplace Safety Insurance Act, in all work locations and Regional vehicles as well as any other areas as may be required under the Workplace Safety Insurance Act.
- iii) Bucket Trucks will be equipped with operational remote microphones and speakers.
- iv) Reflective T-Shirts - Three (3) reflective T-shirts will be supplied annually to all workers who require them as determined by the Employer.
- v) Coveralls (with reflective striping where needed) will be provided to all Road Maintenance crews, Motor Vehicle Mechanics, Heavy Equipment operators, Paint Crew, Maintenance Mechanics, Electricians and their helpers, Water and Sewage Operators I and II, Chief Operators, and will be maintained by the Employer. Motor Vehicle Mechanics will be provided with ten (10) coveralls.
- vi) Winterized Coveralls with Reflective Striping - all Engineering Department employees in the Roads Maintenance section who are required to work outside will be provided by the Employer with a pair of washable, winterized insulated coveralls to be replaced as required.
- vii) Protective Gloves - Protective gloves will be available as required to provide appropriate protection from dangerous materials, chemicals, paint or excessive moisture.

Road Maintenance crews and others requiring winter protective gloves will be supplied with "Winter Lineman Gloves" by the Employer. New gloves will be issued on surrender of worn gloves.

vii) Footwear - An allowance of \$60.00 per year will be granted to all employees, including new employees, required by the Employer to wear special footwear, other than safety boots, appropriate to their duties. Payment will be in February of each year.

ix) **Safety Footwear** - An employee who is required to wear CSA approved safety footwear during the course of his/her duties shall be reimbursed for the purchase of safety footwear to a maximum of one hundred and thirty (\$130) dollars upon submission of an original receipt. No more than two pairs of safety footwear shall be approved for reimbursement in any twelve month period.

A summer student who is required to wear CSA approved safety footwear during the course of his/her duties shall be reimbursed for the purchase of the safety footwear to a maximum of seventy-five (\$75.00) dollars upon submission of an original receipt. The reimbursement shall be paid on the summer student's last pay cheque.

x) **Rainwear** - Each employee who is required to work in the rain will be provided with the following rainwear: pants, jacket, and hip-waders (where required).

xi) **Parkas - Transportation and Works** employees who are routinely required as part of their job to be out of doors during the winter months will be provided with a parka every three (3) years at the Employer's expense. The Employer will also make available and maintain Regional parkas for employees who are occasionally required as part of their job to be out of doors during the winter months.

c) **UNIFORMS**

i) Where necessary, the Employer will provide a uniform allowance of one-hundred and fifty dollars (\$150.00) per year upon submission of appropriate receipts, to regular full and part-time Dental Assistants, Certified Dental Assistants and Dental Hygienists, toward the purchase of uniforms or laboratory coats acceptable to employees in these categories and the Medical Officer of Health. Lab coats will be provided to RPN's in all areas where required and shall be laundered by the Employer.

ii) Each February, and upon submission of appropriate receipts, the Employer will reimburse up to sixty-five dollars (\$65.00) toward the purchase of appropriate footwear to each regular full and part-time Dental Hygienist, Dental Assistant and Certified Dental Assistant.

d) **Safety Boots/Shoes**

Subject to proof of need the Employer will make a payment of up to \$130.00 every two (2) years towards the purchase of CSA approved footwear in February to each employee who is required to wear such footwear on an irregular basis, upon submission of an appropriate receipt. Probationary employees may purchase

footwear and will be reimbursed on successful completion of the probationary period.

e) **Uniform/Boot Allowance For Paramedics**

- 1) The employer will provide appropriate footwear (boots) for the paramedics. (Effective January 1, 1999) Safety footwear for Paramedics shall be black in colour.
 - 2) Paramedics will be expected to wear the footwear provide by the employer unless a medical reason prevents them from using the employer supplied footwear. Once the Paramedic has provided medical documentation, the supervisor shall authorize the purchase of footwear that conforms to the employer's safety and appearance standard. The reimbursement will be in as per Article 26.1 (b) (ix), **(\$130.00)**.
 - 3) Until such time as employer supplied footwear is available, Paramedics requiring such footwear will request approval from their supervisor prior to the purchase. Reimbursement for the cost of the footwear will be in accordance with Article 26.1 (b) (ix). Specifically, this means that reimbursement will not exceed **\$130.00**. Footwear must be CSA approved.
 - 4) Paramedics that have already purchased new footwear will be reimbursed for their costs up to the **\$130.00** maximum, upon the production of a receipt, indicating that the footwear meets CSA standards.
 - 5) Subject to the approval of his/her supervisor, and in accordance with Article 26.1 (b) (ix), a Paramedic will, as needed, be issued up to two pairs of safety footwear during any twelvemonth period (effective January 1, 2000).
 - 6) Boots purchased by Paramedics, for which they are reimbursed under items 3 and 4 above, shall be considered to be the first of the two pairs of boots for which they are eligible under Article 26.1 (b) (ix).
- f) Probationary **employees** designated in sub paragraph (a) may purchase uniforms as above, and will be reimbursed on successful completion of the probationary period.
- g) Health Inspectors and Environmental Inspectors will be issued with properly sized coveralls, laboratory coats and rain gear and with replacements as becomes necessary.
- h) **PROPER SIZING/GENDER CORRECTNESS**

Uniforms which are Employer supplied shall fit and meet gender needs.

26.2 SUPPLY OF TOOLS

The Employer shall supply, and maintain in safe working order, tools and equipment required by the Employer to be used by employees in the performance of their duties.

ARTICLE 27 – WORKS' COMPENSATION

27.1 ELIGIBILITY FOR WORKERS' COMPENSATION

An employee who sustains an injury, occupational disease, or contagious disease arising out of and in the course of his/her duties is covered by the Workplace Safety Insurance Act.

27.2 THIRD-PARTY DAMAGE RECOVERY

Where in an action, or by settlement of a claim arising out of an injury to an employee who in respect of such injury has elected to claim compensation under the Workplace Safety Insurance Act, the Employer recovers damages from a third person, the Employer may in its discretion pay such damages or any portion thereof to such employee or in the event of his/her death to one or more of his/her dependents.

27.3 PAY WHILE AWAITING WSIB RULING

An employee who is injured on duty and who is unable to work as a result of such injury, shall, provided he/she has passed his/her probationary period, be paid an amount equal to his/her full net pay while the employee is off work which will be deducted from the employee's sick leave credits, until such time as a ruling has been made by the Workplace Safety Insurance Board upon the employee's claim including all appeals resulting from the claim. Such payment shall continue until "100% day" sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time deducted; or to use their accumulated sick leave bank; or to take an unpaid leave of absence. "Net pay" is straight time regular wages, less legally required deductions.

If a WSIB claim is subsequently approved, payment will continue from the "100% day" sick leave credits, and the Employer will apply the employee's entitlement from the Workplace Safety Insurance Board to the employee's "100% day" sick leave credits to replenish those credits on a pro-rata basis.

Such payment shall continue until "100% day" sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time and/or accumulated sick leave bank time deducted and replenished on the same pro-rata basis as sick leave credits.

Where sick leave credits and/or, where the employee has opted to use vacation, lieu time and/or accumulated sick leave bank time, and these sources are depleted, the employee will receive his/her benefit directly from the Workplace Safety Insurance Board.

27.4 WHEN CLAIM IS NOT APPROVED

Where the claim is subsequently not approved, there will be no replenishment of the employee's sick leave credits, vacation, lieu time and/or accumulated sick leave bank.

27.5 EMPLOYEES ON PROBATION

Employees who have not passed their probationary period, will, if their claim for Workplace Safety Insurance benefit is approved, receive their benefit directly from the Workplace Safety Insurance Board.

27.6 WSIB RECIPIENTS' SENIORITY (PPT, TFT, TPT, C)

For a permanent part-time, temporary or casual employee, seniority credits shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed as a result of the injury will be credited with the average pay period as calculated above. Where less than a full pay period is missed as a result of the injury, seniority shall be credited for days scheduled and not worked.

27.7 PAYMENT FOR FIRST DAY OF INJURY

An employee who sustains a compensable injury and as a result must leave work before the end of his/her shift, shall be paid to the end of the shift.

27.8 RETURN TO WORK OF WSIB CLAIMANTS

An employee on a Workplace Safety Insurance leave who is no longer deemed disabled by his/her physician or by the Workplace Safety Insurance Board, shall be placed in his/her former or an equivalent position with the Employer.

27.9 UNION REVIEW OF FORM 7

If requested by the employee, the Employer agrees to supply the Union with a copy of the Workplace Safety Insurance Board Form 7 (Employer's Report of Accidental Injury or Industrial Disease) as soon as reasonably possible following the request. The Union shall be given the opportunity to meet with the Employer to discuss any perceived errors or omissions found on the Form 7.

ARTICLE 28 – LONG TERM DISABILITY ENTITLEMENT

28.1 LTD 100% EMPLOYER PAID

The premiums for the Long Term Disability Plan are one hundred percent (100%) Employer paid. The Long Term Disability Benefit shall be inclusive of any benefits paid under any pension plan, insurance plan (other than an employee's personal insurance purchased privately), Workers' Compensation, or any other plan to which the Employer makes any contribution.

28.2 LONG TERM DISABILITY ELIGIBILITY

Employees covered under the LTD plan become eligible to receive LTD benefits following absence from work for six (6) continuous months due to illness or injury. It is understood that during the eligibility period if an employee returns to work and absents himself/herself

within thirty (30) days of the return date due to the same disability or a related cause, there is no requirement to serve an additional six month eligibility period. However, the initial six (6) month eligibility period will be extended by the number of days the employee returned to work.

28.3 ENTITLEMENT TO OTHER BENEFITS WHILE AWAITING LTD

An employee who is eligible to receive Long Term Disability benefits, who has completed his/her probationary period and who is on extended illness or injury and who uses all sick leave credits, except the accumulated sick leave bank, prior to commencement of long term disability, will continue to be covered, in accordance with the terms of the applicable insurance policy, for the following benefits:

Dental Plan	Paid by Employer
Extended Health Care (including drugs and vision care)	Paid by Employer
Employer's Health Tax	Paid by Employer
Life Insurance	Paid by Employer
Long Term Disability	Paid by Employer
OMERS - Waiver of employee contribution on the first day of the fifth month of illness or injury.	

Employees receiving the above benefits pro-rata are entitled to have *those* benefits maintained so long as the employee contributions are maintained.

28.4 LONG TERM DISABILITY ENTITLEMENT

The Employer will provide a long term disability benefit of seventy-five percent (75%) of monthly earnings to an "all source" maximum of \$5,000.

28.5 RETURNING LTD CLAIMANTS TO WORK

An employee who is no longer deemed disabled under the provisions of the Long Term Disability benefit shall be placed in his/her former or an equivalent position with the Employer. For the purpose of this section the former position may not include the employee's work location prior to his/her sick leave and/or LTD.

In the event that returning an employee to his/her pre-disability position results in the layoff of another employee, the returning employee will not be reinstated until the affected employee has sufficient notice as set out in Article 14 of this collective agreement.

ARTICLE 29 – PENSION AND RETIREMENT BENEFITS

29.1 PENSION ENROLLMENT

Employees eligible pursuant to the Ontario Municipal Employees Retirement System Act shall be enrolled in the pension from the date of eligible employment.

29.2 NORMAL RETIREMENT DATE

Notwithstanding Article 10.1 each employee shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth (65th) birthday of such employee occurs.

29.3 BENEFITS FOR EARLY RETIREES

Employees who qualify for an OMERS pension and who have twenty (20) years of service or more, shall have their Dental and Extended Health Care benefits paid between the time of retirement, which shall not be earlier than the age of fifty (50) years, until they attain the age of sixty-five (65) years.

29.4 PAID-UP LIFE INSURANCE

The Employer shall provide a paid-up life insurance policy for \$2,500.00 to all employees who retire at the normal retirement age of sixty-five (65) years, provided that the employee has at least ten (10) years of service with the Region.

ARTICLE 30 – DISCHARGE, SUSPENSION & DISCIPLINE

30.1 RIGHT OF UNION REPRESENTATION

Where a member of Management intends to interview an employee for the purpose of discipline, suspension, or to terminate an employee for cause, the member of management shall notify such employee within a reasonable time prior to imposing the discipline or discharge so that the employee may arrange to have his/her Steward, or in the case of a Steward or local union officer, a CUPE staff representative, present at the meeting. When an employee is discharged, suspended, or disciplined, he/she shall be given the reason in the presence of his/her Steward. In all matters of discipline, suspension, or discharge the employer shall state in writing the reason for such discipline, suspension, or discharge and a copy shall be remitted to the Union. Any reply by the employee or the Union shall become part of his/her record.

30.2 DISCHARGE/SUSPENSION

In the case of an employee, other than a probationary employee, considered by the Union and the employee to have been discharged or suspended without just cause, the matter may be initiated at Step 2 of the grievance procedure.

30.3 NOTIFICATION TO UNION OF DISCHARGE/SUSPENSION

When an employee who has satisfactorily completed his/her probationary period of employment is discharged or suspended, both he/she and the Union shall be given written reasons for such discharge or suspension within five (5) working days of such discharge or suspension.

30.4 REINSTATEMENT

Should it be found that an employee has been suspended or discharged without cause, such employee shall be immediately reinstated to his/her former position, without loss of seniority, and shall be compensated for all time lost, including pension and other benefits, during such discharge or suspension, or by any other arrangement as to compensation which is acceptable to the parties, or which is set by an Arbitrator if the matter is referred to Arbitration failing agreement by the parties, except where statutorily prohibited. Any monies earned by an employee during the period of suspension or discharge shall not be deducted from any award made under this Article.

30.5 PROBATIONARY EMPLOYEE DISCHARGE

A probationary employee may be discharged without recourse to the grievance procedure. The Employer will advise the Union when a probationary employee is discharged. The Employer will discuss such discharge with the Union if requested.

ARTICLE 31 – EDUCATIONAL PROGRAMS

31.1 EMPLOYER REQUESTED COURSES

Where the Department Head or his/her designate requests an employee to attend an education or training course in the interest of the Employer, and where such course is related to the activities within the department in which the employee is engaged, attendance at such course shall involve no expense to the employee concerned for tuition fees, books, transportation according to Regional policy, meals and out-of-pocket expenses directly related to the course and higher salary while on course shall continue. The same shall apply when the course is taken through correspondence, and shall involve no absence from the employee's regular duties.

31.2 EMPLOYEE REQUESTED COURSES

Where an employee requests permission from the head of a department to attend an educational or training course related to the activities of his/her employment, involving no absence from his/her regular duties, and the head of the department feels that the employee's attendance at such a course would be of benefit to the employee and Employer, the attendance at such course shall involve no expense to the employee concerned, subject to the employee providing the Department Head with satisfactory proof that he/she successfully passed such course or in cases where no examinations are held, that he/she had attended at least seventy-five (75%) percent of the total lectures given. Where the examination is held during the employee's regularly scheduled shift, the employee shall be granted sufficient paid leave to attend and write the examinations.

31.3 COURSES INVOLVING ABSENCES FROM WORK

Where the attendance of an employee at an educational or training course in which the whole or any part of the tuition fees are being paid by the Employer, involves absence from his/her regular duties for a period of five (5) days or more, approval must be obtained

from the Chief Administrative Officer Prior to the commencement of such course. The Department Head shall initiate such approval.

31.4 BOOKS

Where the employee is reimbursed for expenses that include textual material supplied with the course, or where the employee is required to supply books in connection with the course, the Employer shall reimburse the employee for such books as required, and the books shall be the property of the Employer. Where textual material is supplied as part of the course and included in the registration fee, the texts shall remain the property of the employee.

31.5 EMPLOYEE SERVICE COMMITMENT

Where an employee attends an educational or training course at his/her own request, and is reimbursed for expenses which exceed \$750.00 per course excluding salary, the employee shall agree to remain with the Employer as an employee for a period of one (1) year following the completion of the course. Should an employee not fulfill this requirement, he/she shall reimburse the Employer for one hundred (100%) percent of the cost incurred. Should the employee cease to fulfill the requirement anytime within the year period, he/she shall reimburse the Employer at the rate of eight (8%) percent of the cost incurred for each full month of the year for which the requirement is not fulfilled.

31.6 APPLICATIONS

- a) Applications pursuant to Article 31.2 above will be submitted to the Department Head two (2) months prior to the commencement of the course applied for, indicating the type of course, institution and approximate cost.
- b) Prior to starting the course, the following information will be forwarded to the Department Head:
 - i) the name and summary of course content;
 - ii) name and location of institution providing the course;
 - iii) dates and times of attendance; and
 - iv) tuition fees, cost of textual materials and accommodation and transportation costs.
- c) Applications made under Article 31.2 above will be submitted to the Branch Head who will comment on the proposed course and forward the application and comment to the Department Head for a decision and necessary action.

31.7 FIRST-AID AND CPR

Where the Employer requires staff members to be certified in First-Aid and CPR, the time required for certification or recertification shall be deemed to be time worked and the fees shall be paid by the Employer.

31.8 TIME-OFF-IN-LIEU OR PAY OPTIONS

Where an employee attends an educational or training course requested by the Employer, such time will be considered to be time worked. The employee shall have the option of either receiving pay for such time or equivalent time off. Time off accumulated will not be taken in amounts greater than three (3) days and cannot be taken in conjunction with vacation or holidays with pay unless mutually agreed by the Employer and the employee. Lieu time off will be taken at a time mutually agreed upon by the Employer and the employee.

31.9 UNION SPONSORED PROGRAMS

The Union may sponsor educational functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during employees' meal periods or following the regular working day. Conditional upon the Employer receiving reasonable notice of such seminars, etc. and providing the requested facilities are available, any expenses involved in such educational programs will be at the Union's expense.

ARTICLE 32 – CORRESPONDENCE

32.1 CORRESPONDENCE BETWEEN PARTIES

Unless mutually agreed otherwise, all correspondence between the parties arising out of this agreement shall if originating from the Union be addressed to:

Chief Administrative Officer (or Commissioner of Corporate Services)
The Regional Municipality of York
17250 Yonge Street
Newmarket, Ontario L3Y 6Z1

and if originating from the Employer shall be addressed to the:

Unit Chair or Secretary
Canadian Union of Public Employees
Local 905 (York Region Unit)
20 Charles Street
Newmarket, Ontario L3Y 3V8

or: Interoffice to the CUPE Local 905 mailbox.

32.2 CORRESPONDENCE BETWEEN EMPLOYER AND EMPLOYEES

A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit pertaining to a dispute as to the interpretation, administration or application of any part of this agreement, shall be forwarded to the Secretary of the Union.

ARTICLE 33 – POSITIONS AND CLASSIFICATIONS

33.1 NEW CLASSIFICATIONS- NOTICE

The Employer shall give written notice to the Union before it establishes a new classification either Inside or outside the bargaining unit.

33.2 POSITION DESCRIPTIONS

The Employer shall, upon reasonable notice, make available to any Union representative for review, the complete set of existing Regional Position Descriptions in Human Resource Services. The Employer shall also forward all newly created or modified position descriptions to the Union as they arise. The Union representative shall be permitted to photocopy any position descriptions which are not in the possession of the Union or which do not correspond to Union copies.

ARTICLE 34 – JOB EVALUATION

34.1 JOB EVALUATION MAINTENANCE

- a) New classifications and/or classifications with significant changes in the duties after the date of ratification will be subject to an evaluation process determined by the parties (See Letter of Intent Re: Job Evaluation Maintenance).
- b) Classifications, referred to in subsection (a) that are requested to be reviewed by the maintenance process agreed by the parties must be accompanied by a current signed position description reflecting the changes in duties.
- c) No re-evaluation for twelve (12) months following the decision.
- d) The entire position is subject to review which may result in a reclassification to a lower or higher or current level/pay grade.

34.2 RED-CIRCLING

- a) Red-circling occurs when the new pay grade for a classification is lower than the old pay grade.
- b) If the employee's hourly rate is greater than the new pay range maximum, the employee shall stay at their current hourly rate and remain at this rate until the pay range for the classification meets or exceeds the employee's hourly rate. The employee will not receive further economic increases until the pay range meets or exceeds his/her hourly.
- c) if the employee's pay rate falls within the new range, but the old pay range maximum is higher than the new pay range maximum, the employee shall be entitled to the normal progression within the new range until his/her pay rate.

ARTICLE 35 – PERSONNEL FILE

35.1 ACCESS TO PERSONNEL FILE

Subject to the Freedom of Information and Protection of Privacy Act, an employee shall have the right, upon giving two (2) days notice to the Director of Human Resource Services, to have access to and review his/her personnel file in the presence of a member of the Human Resource Services staff, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the record along with the document to which his/her response pertains. Upon request, the employee will be given a copy of any document(s) from the personnel file.

35.2 REMOVAL OF DISCIPLINARY DOCUMENTS

Where the record of an employee has been clear of disciplinary notations for any twenty-four (24) month period of employment, said employee may request the removal of any written warning or reprimand previous to that twenty-four (24) month period included in such file (except relating to misuse of drugs or illegal activities related to employment) and the said warning or reprimand shall be removed from the file and stricken from the record. Regardless, the record of any disciplinary action or warning shall not be referred to or used against an employee at any time after twenty-four (24) months following such action, provided no other related disciplinary action has been taken against that employee within that twenty-four (24) month period.

ARTICLE 36 – 12 HOUR SHIFTS

36.1 GENERAL

It is understood and agreed by the parties that where twelve (12) hour shifts are currently in use or implemented at a future date, employees working such shifts should be in an equitable position vis-a-vis employees working shifts outlined in the attached Schedules of this agreement, inasmuch as the terms and conditions of this agreement are concerned. Therefore, except as otherwise provided in this Article, the terms and conditions of this agreement apply to employees working twelve-hour (12) shifts. This Article applies only to employees working twelve-hour shifts.

36.2 NORMAL HOURS OF WORK

The normal hours of work shall consist of twelve (12) consecutive hours.

36.3 NORMAL START AND QUITTING TIMES

Start and quitting times are determined by the Employer in consultation with the Union.

36.4 NORMAL WORK WEEK (12 Hour Shift Article)

The normal work week shall be forty (40) hours determined by averaging the hours of work over a twelve (12) week cycle or a sixteen (16) week cycle. Employees will not be scheduled to work regular shifts comprising more than a total of 480 hours in the 12 week cycle or 640 hours in the sixteen (16) week cycle.

36.5 REST AND MEAL PERIODS

Every employee shall be afforded one (1) rest period of twenty (20) minutes and two (2) meal periods of thirty (30) minutes each per shift. Such rest and meal periods are to be taken at such time and places as may be decided by the immediate Supervisor and are included within the twelve (12) hour shift, and as such are paid at regular hourly rates.

36.6 DEFINITION OF OVERTIME

Overtime shall be defined as work authorized by the Employer in excess of a shift of twelve (12) hours, or as work authorized by the Employer in excess of four hundred and eighty (480) hours in a twelve (12) week cycle or six hundred and forty (640) hours in a sixteen (16) week cycle.

36.7 OVERTIME PREMIUMS

The overtime premium for excess hours as defined in Article 35.6 above shall be one and one-half (1½) times the employee's regular straight time hourly rate. The same hours cannot be claimed for both daily and weekly overtime, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this collective agreement,

36.8 PAID HOLIDAYS

- a) An employee who is required to work on any paid holiday shall have the option of being paid at the rate of time and one-half (1½) for all hours so worked and receiving twelve (12) hours time off in lieu; or being paid for all hours worked at time and one-half (1½) plus twelve (12) hours regular pay.
- b) Where an employee, other than a casual employee, is scheduled off on a paid holiday, he/she shall be credited with twelve (12) hours lieu time, or will be paid for twelve (12) hours, or where the employee is a part-time employee, a pro-rated number of paid hours or lieu time. Lieu time may be taken at a mutually acceptable time to a maximum at any time of two (2) twelve (12) hour shifts.

36.9 VACATION - (PFT, PPT)

Vacation is earned on a monthly basis, with each earned vacation day equalling eight (8) paid hours. Vacation days taken by an employee diminish the employee's vacation "bank" by one and one-half (1½) times for each such day taken. The earning and taking of vacation for permanent part-time employees is on a pro-rata basis.

36.10 SPECIAL OCCURRENCE LEAVE

Where an employee qualifies for and is granted special occurrence leave pursuant to Article 21.4, the paid day or days granted shall be for twelve (12) paid hours each.

ARTICLE 37 – GENERAL

37.1 INTERPRETATION-GENDER OR PLURAL

Wherever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine had been used wherever the context so requires.

37.2 PRINTING AND DISTRIBUTION OF AGREEMENTS

Within forty-five (45) calendar days following the ratification of this agreement, the Employer shall cause to be printed in pocket-sized booklet form, or such other form as mutually agreed, sufficient copies of this agreement and distribute them to the employees affected. Newly hired employees engaged after distribution has taken place will be given a copy of the agreement by the Employer. An additional one hundred (100) copies annually shall be forwarded to the Secretary of the Union.

37.3 MEAL AND CHANGE FACILITIES

The Employer will endeavour to provide adequate meal and changing facilities for employees.

37.4 CREDIT UNION DEDUCTIONS

The Employer will make credit union payroll deductions to those credit unions with which it does business for employees on the written request of the employee, such written request to be submitted on a form provided by the Region.

37.5 COUNCIL AND COMMITTEE AGENDAS AND MINUTES

The Employer will provide to the Secretary and to the Unit Chair of the Union, at no cost, prior to each Council and Committee meeting the Council or Committee agenda, agenda add-ons and, where applicable, attachments, and following each Council or Committee meeting the minutes, by-laws and "after Council" documents, as soon as possible prior to or following the meetings. It is hereby understood and agreed that the Union is not entitled to documentation of closed proceedings of Council or Committee.

37.6 LOCKERS

A locker will be provided to each employee whose position necessitates a change of clothing or the securing of personal effects.

37.7 EMPLOYEES PLACED ON DAY SHIFT

Employees involved in meetings or negotiations with the Employer, as well as employees on Union Leave, shall be placed on day shift for the purpose of attending the meetings or negotiations or taking Union Leave.

37.8 SCHEDULES

Schedule 1, Schedule 2, Schedule 3 (Professional Schedule) and Schedule 4 (Student Schedule) are the Pay Schedules for classifications covered by this agreement.

37.9 INFLUENZA VACCINE

The parties agree that influenza vaccinations may be beneficial for employees. Upon a recommendation pertaining to a work location or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) the employee shall be encouraged, subject to the following to be vaccinated for influenza;
- b) if the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine;
- c) the Employer recognizes that employees have the right to refuse any required vaccination, subject to a mandatory legislative requirement;
- d) if the employee refuses to take the vaccine required under this provision, he/she may be placed on an unpaid leave of absence during any influenza outbreak in his/her work location or designated area(s) until such time as the employee is cleared to return to work. If the employee is placed on unpaid leave, he/she can use banked lieu time or vacation credits in order to keep his/her pay whole;
- e) if the employee refuses to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect, he/she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be on sick leave.
- f) if the employee gets sick as a result of the vaccination and applies for WSIB, the Employer will not oppose the claim;
- g) notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

37.10 DRIVER'S LICENCE

If an employee is required by the Region to drive his/her personal vehicle on Regional business, or to operate Regional vehicles or equipment, the employee shall provide to the Employer his/her valid driver's licence.

37.11 DRIVERS LICENCE SUSPENSION

If an employee, who is required by the Region to drive his/her personal vehicle on Region business, or to operate Regional vehicles or equipment, loses his/her driver's licence, given a reduced classification and/or is otherwise prohibited from operating a vehicle, he/she must immediately advise his/her supervisor.

37.12 EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to continue the current Employee Assistance Program, conditional on the contract with the consultant being renewed by Regional Council for a further one year term.

ARTICLE 38 – DURATION OF AGREEMENT

38.1 TERM OF AGREEMENT

This agreement shall become effective the date of ratification by both parties, and shall remain in force and effect until and including March 31, 2007. This agreement shall be automatically renewed, effective April 1, 2007 and from year to year thereafter, subject to such changes and alterations as may be negotiated from time to time. Notice may be given by either party to the other party, of intent to bargain, by hand or by registered mail, within 90 days of the expiration of this agreement or within 90 days of the end of any succeeding year. Negotiations shall begin within thirty (30) days following receipt of notification with the exchange of proposals, followed by meetings at such time as mutually agreed upon by the two (2) parties.

IN WITNESS WHEREOF the parties hereto have signed.

THE REGIONAL MUNICIPALITY OF YORK

Billy Singh

Chairman
M. G. ...

Chief Administrative Officer

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)**

D. ...

Unit Chair
M. B. ...

National Representative


LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)

R E ESTABLISHMENT REPORTS

The Employer agrees to provide quarterly staff complement summaries, and organization charts for Departments covered by CUPE Local 905 as they become available.

Dated this 4th day of January, 2005.


For the Union

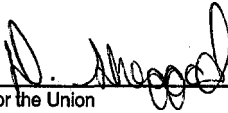

For the Employer

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)**


R E HOURS OF WORK AD HOC COMMITTEE

Where it is proposed that variable hours, flextime, staggered hours, or a compressed work week be established in an existing work unit, the parties shall, for the purpose of discussion, set up an ad hoc committee comprised of three (3) representatives of the Union, including at least one (1) from the section(s) concerned, and up to three (3) representatives from the Employer, including at least one (1) from Human Resource Services, in each instance of such request being made. A recommendation will be achieved when a majority from each side of the committee are in agreement. The recommendation of the committee will be subject to ratification by a majority of the employees concerned. Once the recommendation is implemented a trial period of twelve (12) months will be established during which either the Employer or the Union may cancel the new arrangement by providing thirty (30) days written notice. Following the trial period, the new arrangement shall be considered as the established method of scheduling, and only subject to change through the mechanism as set out in this Letter of Intent.

Dated this 4th day of January, 2005.



For the Union



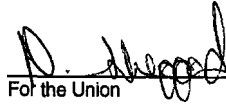
For the Employer


LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)

R E TECHNOLOGICAL CHANGE

The Employer agrees to establish a joint Employer-Employee Committee representing management and all employee groups or unions to identify potential problem areas and to make recommendations to Council as to procedures for implementing technological change in order to minimize any adverse effect of such change on Regional employees and Regional jobs.

Dated this 4th day of January, 2005.


For the Union

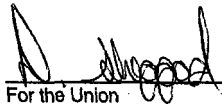

For the Employer

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)**

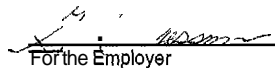
RE: **VDI** SCREENS

Upon request from a pregnant employee whose duties involve prolonged use of a video display terminal, the Employer shall endeavour to modify the duties or the work station temporarily in such a way as to reduce her exposure to the video display terminal. Nothing herein is to be construed as an admission by the Employer that there is any health risk associated with video display terminal radiation emissions.

Dated this 4th day of January, 2005.



For the Union



For the Employer

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CUPE LOCAL 905**

RE: JOB EVALUATION MAINTENANCE

The parties agree to establish a job evaluation maintenance process that will review new classifications and/or classifications with significant changes in duties.

Preamble: The parties recognize that implementing the new Job Evaluation system will include procedures for maintenance of the system including the evaluation of newly created union positions. The duties, responsibilities and accountabilities of such positions may, in some cases, change significantly once the position has been staffed for a period of time. This letter of clarification shall outline maintenance procedures for the evaluation of new positions and clarify the scope of the Job Evaluation Committee.

The parties agree to the following:

New Positions


1. In order to commence recruitment of new positions, the Employer shall initially set the wage rates and advise the Union of the Pay Grade and Schedule
2. The committee will review the evaluations of these new positions within six (6) months.
3. Should a re-evaluation determine that the job rating is at a higher grade level, the wages for the incumbent will be adjusted upward to the nearest salary rate closest to, but not lower than, the employee's current wage rate retroactive to hire date.
4. Should the re-evaluation determine that the job rating is lower than originally evaluated, the employee will receive "red-circle" salary protection, on the following basis:
 - a) Where the employee's wage rate is higher than the new grade level maximum, the employee shall retain his/her current salary. Economic adjustments shall not apply until the wage range of the new level meets or exceeds his/her wage level.
 - b) Where the employee's salary level falls within the range of the new level, he/she will be entitled to the normal salary progression within the new range until he/she meets the maximum of the new range.
5. For clarity, this evaluation process as described above is applicable only to newly created union positions.

Changed Positions

6. The Manager of Compensation and the CUPE Local 905 Unit Chairperson will determine if a review of a position by the Job Evaluation Committee is warranted.
7. Requests for evaluation review may be initiated by the appropriate Management and/or the incumbent provided that they include documented support of fifty (50%) percent plus one of the population for that position.
8. The classifications with significant changes to duties must be accompanied by a current signed position description reflecting the changes in the position.
9. The effective dates of any salary adjustments as a result of a classification review shall be the date of the request for evaluation review.
10. For purposes of clarity, the scope of the Job Evaluation Committee shall include the following:
 - a) To determine the appropriate and defensible job evaluation rating for each classification in the bargaining unit based on available information such as, but not limited, to job descriptions, job evaluation questionnaires, job postings and organization charts.
 - b) To ensure detailed records of job evaluation committee deliberations are maintained.
 - c) To discuss ways to improve/clarify the job evaluation process and/or methodology and to make recommendations.
11. For purposes of clarity, the scope of the Job Evaluation Committee shall not include the following:
 - a) To determine weighting factors for the questions in the questionnaire; or
 - b) Compensation rates (wage/salary schedules) which are attached to classifications; or
 - c) Organizational design and structure issues; or
 - d) Job requirements and/or qualifications.

Dated this 4th day of January, 2005.


For the Employer:


For the Union

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION)**

RE: FLEX TIME

The parties agree that the use of flex time can benefit both the operational needs and service of the employer and improve the quality of employment for the employees.

Definitions

Flex Time: The employee works the required full hours per week but with flexible start, stop and lunch times. The start and stop time must be **fixed** each day with core business observed.

Core Hours: Hours when all full-time employees must be present during their scheduled work day. These core hours may vary depending on the work schedule and demands of the business, but are generally from generally from 9:30 a.m. – 3:00 p.m.

Flexible

Hours: Hours within the workday in which the employee has the option to start and stop work. These flexible hours may vary depending on the work schedule, but are generally from 7:00 a.m. – 9:30 a.m. and 3:00 p.m. – 6:30 p.m.

The parties agree to the following:


1. Employees may voluntarily participate in flex time subject to conditions established by management.
2. Employee request for flex time shall not be unreasonable denied.
3. The employer has the sole discretion to authorize the implementation, cancellation or revision of flex time schedules.
4. The employee, subject to management approval, selects a constant start and stop time which satisfies business requirements. Upon approval of the constant start and stop time, the employee must adhere to this work schedule. A copy of this work schedule is sent to the union and another copy to the employee's personnel file.
5. The employer shall provide reasonable notice to the employee when a flex time schedule is to be revised or cancelled.
6. Lateness and overtime shall be determined on the basis of the hours of work outlined in the flex time schedule.

7. There are positions that are deemed essential and as such are not subject to the flex time option.
8. Where there is a conflict between the existing collective agreement and this Letter of Agreement, this agreement shall govern.

Dated this 4th day of January, 2005.



For the Union



For the Employer

**LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)**

RE: "INITIAL AREA OF EMPLOYMENT" AND "LOCATION"

WHEREAS the parties recognize that the Employers' operations primarily occur at a number of work areas within the geographical area of the Region of York.

AND WHEREAS all employees, excluding casual and temporary employees, must have one of these work areas identified as their location of employment.

AND WHEREAS there may be employees who are required to work in other work areas within the geographical area of the Region of York.

AND WHEREAS the parties agree to minimize the disruption and inconvenience that may result from employees being required to work from a number of work areas.

AND WHEREAS the parties agree that Health Services Department, including Emergency Medical Services, is excluded from this agreement.

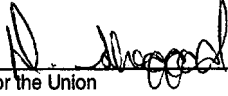
NOW THEREFORE the parties agree that the intention of identifying the "initial area of employment" in Article 13.4 and the method to be used to change the "area of employment" shall be as follows:


1. The address of a facility used by the Employer shall be identified as the work location for a vacant or new position that will be posted in accordance with ARTICLE 13 - HIRING, PROMOTIONS, TRANSFERS & STAFF CHANGES and this address will be the "initial area of employment" that is used in accordance with Article 13.4. This shall be the location where the employee will normally report for work at the regular start time and cease work at the regular quitting time.
2. At any time that an employee or employees are reassigned to temporarily work in a different location, six (6) months or less the following shall apply:
 - (a) If the work is normally performed as part of a team and the different location can be reached as part of a team being reassigned, transportation shall be provided by the Employer, and the same shall apply so that the employee is returned to the normal location by quitting time. This is only applicable for Transportation Operations Branch.
 - (b) If the different location is closer to the employees' residence than the normal location, the employee shall be at the different location at the start time and shall leave at the quitting time, and mileage is calculated according to Article 23.4(a). An example of such reassignment is in Community Services and Housing.

- (c) If the different location is further from the employees' residence than the normal location, the employee shall be at the different location at the start time and shall leave at the quitting time. Mileage is calculated according to Article 23.4(a).
 - (d) The employee shall normally be expected to report to the different location at the start time and leave at the quitting time, however it is agreed that flexible arrangements may be made to accommodate employees who will experience personal difficulties as a result of the temporary relocation. It is expected that employees will make all reasonable efforts to resolve any personal difficulties resulting from the reassignment. In the event that this is not reasonably possible, requests for such accommodations shall not be unreasonably withheld. It may be necessary to request another employee to accept the reassignment to ensure no service disruption.
 - (e) The reassignment may exceed six months with the mutual consent of the parties. The consent shall not be unreasonably denied.
3. Under normal circumstances, employees shall not have their normal work location changed, except for temporary situations. Notwithstanding this, if the Employer ceases operating from a facility, in whole or in part, and relocates the work to one or more other facilities, the employees who work at that location will be transferred, with their job, to the location of the other facility.
4. If the Employer requires the transfer of employee(s) within a classification (position), from one facility to another, for a period longer than six (6) months, the following shall apply:
- (a) If there is more than one employee affected, and more than the required number wish to be transferred, the most senior employee(s) shall be transferred.
 - (b) If there is more than one employee affected, and none wish to be transferred, the least senior employee(s) shall be transferred.
 - (c) The transfer shall not be used as a way to fill vacant or new positions, which must be filled in accordance with Article 13. The transfer shall only occur where the Employer legitimately has a need to relocate work from one location to another.
 - (d) if the Employer transfers an employee from one location to another and the Employer decides to fill the employee's position at the original location within six (6) months of the transfer, the employee(s) shall be transferred back.
 - (e) The six (6) month restriction contained in Article 13.8(a) shall not apply to transferred employees.
 - (f) Once relocated, the new location shall be deemed to be the employees' normal work area and that employee shall not be subject to another relocation for one (1) year, subject to lay-off, emergency or workload situations, or the employee gives consent.
 - (g) Paragraph 2 does not apply.

This Letter of Understanding shall be deemed to be a part of, and subject to the terms of, the Collective Agreement.

Dated this 4th day of January, 2005.


For the Union


For the Employer

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)

Re: Ontario Works - Work Experience and Training Opportunity

The Employer and Union have agreed to allow temporary work experience and training opportunities for individuals who must participate in Ontario Works. These individuals are not subject to the collective agreement and they will not be performing bargaining unit work. The employer shall notify the union of any such work experience and/or training opportunities before the individual is placed.

Dated this 4th day of January, 2005.


For the Union

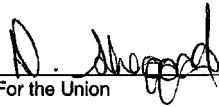

For the Region

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)

R E Defined Contribution **Benefits** Plan

The Employer and Union shall establish an ad hoc committee to review the advantages of instituting a defined contribution plan. It is understood and agreed that the implementation of a defined benefit plan is subject to ratification by both parties and it will modify the Articles 25.3 (e) (f) and 25.5 of the collective agreement.

Dated this 4th day of January, 2005.


For the Union


For the Region

**LETTER OF AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905
(YORK REGION UNIT)**

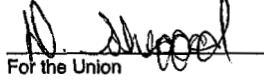
	PCP	ACP
Days & Peak Shifts	6	4
• Night Shift	4	3


contact the EMS Scheduling Office or on-duty EMS Operations Supervisor at least one (1) hour prior to the commencement of a day shift and two (2) hours prior to the commencement of a night shift.

7. When no assignment is available within their geographic area, "swing shift" Paramedics may be assigned to fill scheduled absences within an adjoining geographic area. In such a case the employee will be entitled to mileage from the point where the employee has travelled the same number of kilometres that the employee would have travelled from home to reach the designated default "swing station" and likewise on return home. The mileage expenses must be based on the shortest distance between the employee's home and the assigned station.
8. "Swing shift" Paramedics are not eligible for mileage if the assignment to an adjoining area is by employee request or mutually agreed upon.
9. "Swing shift" Paramedics will generally be assigned to the existing shift patterns used or a combination thereof, (e.g.: Peak vs. 24/7 vs. Transfer) within the same platoon cycle but the hours of work (shift) may be changed, subject to pursuant to Articles 15.6, 15.13 of the collective agreement and Employment Standards Act.
10. "Swing shift" Paramedics may be assigned to any station within their designated geographic area.
11. The number of "swing shift" Paramedics shall be increased from ten percent (10%) to twenty percent (20%) of the number of full-time Paramedic positions in the bargaining unit.
12. If a temporary reassignment is required, the process shall be implemented in the following order, subject to ACP and PCP skill level and need:
 - a) Casual paramedics
 - b) Swing Shift paramedics
 - c) Permanent full-time paramedics
13. When a permanent full-time paramedic who is normally assigned to a station is reassigned from that station before or after the commencement of his/her shift, the employer shall provide transportation to and from the new assignment.
14. For the purposes of item #13, the provision does not apply to a paramedic who is temporarily assigned to a different work location due to training or continuing medical education.

15. _____ n may work in the position of a paramedic for the purposes of Int'l
his/her ir || No 3 full-time p ||| displaced for his reason.

Dated this 4th day of January, 2005.


For the Union

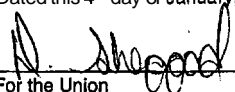

For the Region

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)**

RE: Opportunities for Developmentally Delayed Adults

The Employer and Union have agreed to allow employment opportunities for Developmentally Delayed Adults to perform minimal skill level tasks. These employment opportunities shall not exceed three (3) at any given time. These individuals are not subject to the collective agreement.

Dated this 4th day of January, 2005.



For the Union



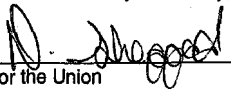
For the Region

**LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)**

RE: Partnership Programs

The Employer and the Union have agreed to allow partnership initiatives with the municipalities, Provincial and Federal governments to allow an individual to perform specific functions which are funded through the different levels of government. These individuals will not be employees of the Region nor covered by the terms of the collective agreement. The Employer shall inform the Union of any partnership initiative prior to its commencement

Dated this 4th day of January, 2005.


For the Union


For the Region

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (YORK REGION UNIT)**

RE: SECURITY TENANTS

PURPOSE:

Security Tenants will be required to live on-site. Their duties are directed toward the safety and security of the residents during the off-duty hours of the site staff.

QUALIFICATIONS

Basic oral and written communication skills and the physical ability to undertake the duties as outlined below.

DUTIES:

- assisting residents who have been locked out of their units
- reporting any maintenance/vandalism/disturbances to the supervisor or manager on-call
- showing vacant units to prospective applicants and putting the elevator on service to assist residents with moving in/out
- assisting in situations where the fire alarm sounds
- maintaining building security, ensuring outside doors are properly secured
- check fire alarm panel daily for trouble signals
- provide contractor access to building as required during off duty periods
- assist manager on-call with investigation of reported problems

COMPENSATION

Security Tenants will receive a base rate of \$210.00 bi-weekly as compensation for the above outlined duties. This base rate of \$210.00 bi-weekly is excluded from income for the purpose of rent.

In buildings where there is not an office and phone, the Security Tenants will receive payment for basic phone service including compensation for long distance calls made on behalf of the Region.

In apartments, utilities are included in the rent. In Townhouses, the Security Tenant is solely responsible for utilities.

Where a Security Tenant is required to perform any work other than those duties outlined above, the Region will pay the Security Tenant for such work at the rate of \$12.62 per hour on the following basis:

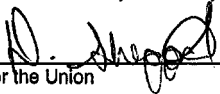
Less than 15 minutes	-	minimum ¼ hour
15 to 30 minutes	-	½ hour
31 to 45 minutes	-	¾ hour
46 to 1 hour	-	1 hour

Union dues will be deducted at the rate of **\$.50 bi-weekly**. However, no dues will be deducted if the Security Tenant has worked three hours or less during the previous month.


It is understood that Security Tenants are covered under the current provisions of the Workplace Safety and Insurance Act, 1997.

It is agreed and understood that **all** of the terms and conditions of employment of Security Tenants are outlined in this Memorandum of Understanding, subject to Articles **8, 9** of the collective agreement.

Dated this 4th day of January, 2005.



 For the Union



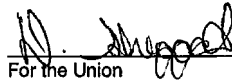
 For the Region

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905
(YORK REGION UNIT AND LONG TERM CARE BARGAINING UNITS)

R E Drug Plan-100% National Formulary

The Employer shall post In the Human Resource Services Branch and on the Intranet, the 100% National Formulary.

Dated this 4th day of January, 2005.


For the Union


For the Region

CUPE 905 (YRU)

APRIL 1, 2004

PAY

SCHEDULES

York Region
CUPE 905 - York Region Unit

Schedule 1 - YR
Effective April 1, 2004

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
			1	1	Start	16.48
				2	6 months	17.20
				3	18 months	17.92
5320	Switchboard/Receptionist	35	2	1	Start	17.10
				2	6 months	17.84
				3	18 months	18.58
3290	Family Visitor	35	3	1	Start	17.71
5620	Fare Media Deliverer	35		2	6 months	18.47
				3	18 months	19.24
			4	1	Start	18.31
				2	6 months	19.11
				3	18 months	19.91
5330	Accounting Clerk	35	5	1	Start	18.92
5940	Administrative Clerk	35		2	6 months	19.75
5160	General Deliver/Maintenance Worker	35		3	18 months	20.57
5310	Administrative Clerk-Intermediate	35	6	1	Start	19.73
3040	Certified Dental Assistant	35		2	6 months	20.59
4280	Contract Control Clerk	35		3	18 months	21.44
5140	Customer Service Representative	35				
5210	Operations Support Clerk	35				
5360	Administrative Clerk/Secretary	35	7	1	Start	20.75
1100	Child Care Case Assistant	35		2	6 months	21.65
0110	Print Room Operator	35		3	18 months	22.56
5370	Accounting Clerk - Intermediate	35	8	1	Start	21.59
4470	Community Data Co-ordinator	35		2	6 months	22.54
5820	Construction Services Coordinator	35		3	18 months	23.47
4310	Court Administration Clerk	35				
4320	Court Room Clerk / Reporter	35				
5190	Development Approvals Co-ordinator	37.5				
4105	ITS Records & Control Co-ordinator	35				
5785	Marketing Assistant	35				
5845	Records & Information Technician	35				
3030	Registered Practical Nurse	35				
5150	Scheduling Clerk	35				
5560	Tenant Services Coordinator	35				
5740	Training Co-ordinator	35				
1540	Buyer	35	9	1	Start	22.75
0150	Contact Centre Representative	35		2	6 months	23.74
5480	Research Assistant	35		3	18 months	24.73
5485	Research Assistant, T&W	40				
5630	Scheduler/Dispatcher	35				
5220	Service Representative, S.A.	35				
4275	Designer Capital Projects	35	10	1	Start	24.29
5790	Fare Media Coordinator	35		2	6 months	25.35
0190	Fleet Technician	40		3	18 months	26.40
5380	Payroll Clerk	35				
5840	Records & Information Analyst	35				
5060	Statistical Data Coordinator	35				
4155	Technician I	37.5				

Competition Clause

York Region
CUPE 905 - York Region Unit

Schedule 1 - YR
Effective April 1, 2004

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
5170	Automated Document Specialist	35	11	1	Start	26.36
0850	Children's Services Representative	35		2	6 months	27.50
4100	Document Specialist	35		3	18 months	28.64
1110	Early Interventionist	35				
5590	Graphic Designer	35				
3300	Health Information Analyst	35				
4550	Lease and Property Co-ordinator	35				
4430	Librarian/Resource Co-ordinator	35				
3165	Nutrition Educator	35				
1420	Print Shop Production Lead Hand	35				
5795	Research Analyst	35				
1740	Senior Accounting Clerk	35				
0180	Senior Contact Centre Representative	35				
4590	Senior Service Representative	35				
0090	Senior Customer Service Representative	35				
3325	Social Assistance Case Coordinator	35				
3320	Social Assistance Worker	35				
4165	Technician II	37.5				
5970	Economic Development Officer	35	12	1	Start	28.59
4000	Eligibility Review Officer	35		2	6 months	29.84
4070	Employment Specialist	35		3	18 months	31.08
5555	Energy Analyst	35				
4020	Family Support Worker	35				
5510	Financial Analyst	35				
0990	Intermediate Accountant	35				
5730	ISO Coordinator	35				
4135	ITS Documentation & Curric. Officer	35				
5780	Marketing Coordinator	35				
3650	Office Space Co-ordinator	35				
1210	Operations Co-ordinator, Waste Mgmt	35				
3115	Policy Analyst	35				
4080	Program Analyst	35				
4090	Program Review Officer	35				
1160	Project Coordinator, Waste Mgmt	35				
1180	Purchasing Analyst	35				
5670	Scheduler/Runner	35				
4420	Senior Document Specialist	35				
0130	Statistical Data Analyst	35				
4130	Training Officer	35				
4130	Training & Testing Co-ordinator OCCMS	35				
4055	Transit Facilities Co-ordinator	35				
4175	Technologist I (underfill)	37.5				
5760	Claims & Risk Analyst	35	13	1	Start	31.44
0100	Community Program Co-ordinator	35		2	6 months	32.81
5710	Electronic Business Services Coord.	35		3	18 months	34.17
5900	Funding Analyst	35				
5875	IT Service Improvement Officer	35				
5520	Maintenance Coordinator, Housing	35				
9055	Web Project Coordinator	35				
4185	Technologist II	37.5				
5570	Architectural Projects Coordinator	35	14	1	Start	33.18
5860	Compliance & Licensing Officer	35		2	6 months	34.62
5920	Construction Administrator	40		3	18 months	36.05
5940	Economic Development Coordinator	35				
5800	Fleet Coordinator-Transit	35				
5880	Indexing Specialist	35				
5960	Legal Co-ordinator, Realty Services	35	14	1	Start	33.18

Competition Clause

York Region
CUPE 905 - York Region Unit

Schedule 1 - YR
Effective April 1, 2004

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
160	Planner	35		2	6 months	34.62
5930	Policy & Project Development Specialist	35		3	18 months	36.05
5480	Program Coordinator, Housing	35				
5765	Program Coordinator, Water Resources	35				
5575	Program Manager, Energy Management	35				
5085	Project Co-ordinator, Capital Projects	35				
270	Property Appraiser	35				
5955	Psychometrist	35				
3125	Public Health Dietician	35				
4255	Regional Greening Co-ordinator	35				
250	Senior Accountant	35				
5885	Senior Business Analyst	35				
1090	Senior Financial Analyst	35				
5950	Sr. Tourism Promotion Coordinator	35				
4850	Sustainable Building Engineer	35				
4195	Technologist III	37.5				
5910	Construction Claims Analyst	40	15	1	Start	35.10
1710	Fiscal Policy Analyst	35		2	6 months	36.63
3135	Public Health Nutritionist	35		3	18 months	38.15
5200	Senior Coordinator, Capital & Dev. Financ	35				
1050	Transportation Planner	35				
6585	WWW Planning Modeller	37.5				
5925	Senior Analyst Policy	35	16	1	Start	38.08
1350	Senior Planner	35		2	6 months	39.74
1730	Tax Policy Specialist	35		3	18 months	41.40
4205	Engineer	37.5				

Competition Clause

York Region
 CUPE 905, York Region Unit

Schedule 2 - YR
 Effective April 1, 2004

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate	
5110	Primary Care Paramedic	42	1	1	Start	24.41	
				2	6 months	25.47	
				3	18 months	26.53	
Competition Clause	5270	Community Program Dev. Co-ord	42	2	1	Start	25.71
	5315	Driver Safety & Training Officer (PCP)	42		2	6 months	26.83
	5230	Education/QI Facilitator (PCP)	42		3	18 months	27.94
	5235	Lead Paramedic (PCP)	42				
	5120	Advanced Care Paramedic	42	3	1	Start	27.32
					2	6 months	28.51
					3	18 months	29.69
	5325	Driver Safety & Training Officer (ACP)	42	4	1	Start	28.74
5240	Education/QI Facilitator (ACP)	42		2	6 months	29.99	
5245	Lead Paramedic (ACP)	42		3	18 months	31.24	

York Region
 CUPE 905, York Region Unit

Schedule 2A - YR
 Effective April 1, 2004

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
1860	Operator In Training - Wastewater	40	3	1	Start	18.30
1830	operator In Training - Water	40		2	6 months	19.09
				3	18 months	19.89
1850	Operator I - Wastewater	40	4	1	Start	19.53
1820	operator I - Water	40		2	6 months	20.38
					18 months	21.23
1840	operator II - Wastewater	40	5	1	Start	20.85
1810	operator II - Water	40		2	6 months	21.75
				3	18 months	22.66
870	Control Panel Operator	40	7	1	Start	22.73
				2	6 months	23.72
				3	18 months	24.71
1900	Operator III - Wastewater	40	8	1	Start	23.93
1800	Operator III - Water	40		2	6 months	24.97
				3	18 months	26.01
1890	Operator IV - Wastewater	40	10	1	start	25.96
1790	Operator IV - Water	40		2	6 months	27.09
				3	18 months	28.22
1880	Chief Operator III - Wastewater	40	11	1	Start	27.01
1780	Chief Operator III - Water	40		2	6 months	28.18
				3	18 months	29.36
1870	Chief Operator IV - Wastewater	40	12	1	Start	28.43
1770	Chief Operator IV - Water	40		2	6 months	29.66
				3	18 months	30.90

Competition Clause

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York Region
CUPE 905, York Region Unit

Schedule 2B - YR
Effective April 1, 2004

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate	
1570	Ticket Checker	40	1	1	Start	15.46	
				2	6 months	16.14	
				3	18 months	16.81	
			2	1	Start	16.28	
				2	6 months	16.99	
				3	18 months	17.70	
5540	Building Superintendent I	40	3	1	Start	17.10	
				2	6 months	17.84	
				3	18 months	18.58	
5530	Building Superintendent II	40	4	1	Start	17.90	
1410	Office Maintenance Worker	37.5		2	6 months	18.69	
				3	18 months	19.47	
1170	Signshop Assistant	40	5	1	Start	19.73	
4210	Survey Assistant	40		2	6 months	20.60	
5640	Transit Bus Operator	40		3	18 months	21.45	
700	Dispatcher	40	6	1	Start	20.75	
5650	Transit Inspector	40		2	6 months	21.65	
5390	Transportation Maintenance Worker	40		3	18 months	22.56	
1340	Building Operator	37.5	7	1	Start	22.10	
1720	Construction Inspector	40		2	6 months	23.07	
1280	Lead Operator	40		3	18 months	24.03	
1190	Signshop Graphics Technician	40					
4220	Survey Instrument Technician	40					
730	Electrician	40	8	1	Start	23.19	
1330	Heavy Equipment Mechanic	40		2	6 months	24.19	
570	Operations Mechanic	40		3	18 months	25.20	
				9	1	Start	24.27
				2	6 months	25.33	
				3	18 months	26.38	
1960	Coordinator, Signshop Graphics	40	10	1	Start	25.35	
1290	Lead Mechanic	40		2	6 months	26.46	
4230	Survey Crew Chief	40		3	18 months	27.57	
1380	Senior Building Operator	37.5					
			11	1	Start	26.58	
				2	6 months	27.74	
				3	18 months	28.89	
1260	Chief Maintenance Electrician	40	12	1	Start	27.91	
1140	Chief Maintenance Mechanic	40		2	6 months	29.13	
				3	18 months	30.33	

Competition Clause

	Step 1	Step 2	Step 3
1240 Office Cleaner (35 hours)	\$15.01	15.67	16.32

York Region
CUPE 905, York Region Unit

Schedule 2B - YR
Effective April 1, 2004

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
1230	Office Cleaner/Lead Hand (35hours)		\$19.17	19.99	20.83	

York Region
 CUPE 1152, York Region Unit

Schedule 3 - YR
 Effective April 1, 2004

Job Code	Job Title	Grade	Dept.	Hours	Step 1 Start	Step 2 6 Months	Step 3 18 Months
2320	Database Administrator	16	Finance	35	38.86	40.55	42.25
5070	ERP Admin/Backup DBA	15	Finance	35	36.83	38.43	40.03
3370	GIS Analyst	13	Finance	35	33.38	34.83	36.27
1510	GIS Technician	2	Finance	35	21.88	22.83	23.78
3380	GIS Technologist	10	Finance	35	28.80	30.05	31.30
4340	Internet/Intranet Administrator	15	Finance	35	36.83	38.43	40.03
1750	Local Systems Support Officer	12	Finance	35	31.44	32.80	34.17
1660	Network Analyst	13	Finance	35	33.05	34.49	35.92
1630	Network Operator	1	Finance	35	21.37	22.30	23.22
1670	Senior Communications Analyst	15	Finance	35	36.83	38.43	40.03
2325	Senior Database Administrator	19	Finance	35	45.63	47.81	49.59
3360	Senior GIS Analyst	15	Finance	35	36.83	38.43	40.03
5750	Senior Network Analyst	15	Finance	35	36.47	38.06	39.65
4350	Senior Support Analyst	15	Finance	35	36.83	38.43	40.03
1640	Support Analyst I	9	Finance	35	27.20	28.39	29.57
4410	Support Analyst II	12	Finance	35	31.44	32.80	34.17
1650	System Analyst/Appl. Tech. Specialist	11	Finance	35	30.11	31.43	32.74
3340	Technical Specialist	15	Finance	35	36.83	38.43	40.03
3365	Team Lead, Data Security	17	Finance	35	40.90	42.68	44.46
5550	Social Worker	4	CS&H	35	28.49	29.73	30.97
3010	Cert. Public Health Inspector	6	Health	35	31.11	32.46	33.81
5800	Tobacco Control Officer	5	Health	35	29.31	30.58	31.85
5890	Enforcement Officer (Sewer Use)	5	T&W	40	29.31	30.58	31.85
5805	Sr. Tobacco Control Officer	7	Health	35	31.85	33.23	34.62
3000	Sr. Cert. Public Health Inspector	8	Health	35	34.11	35.60	37.08
3130	Dental Treatment Coordinator	7	Health	35	31.85	33.23	34.62
3020	Registered Dental Hygienist	5	Health	35	29.31	30.58	31.85
3350	Infectious Disease Co-ordinator	6	Health	35	31.11	32.46	33.81
3330	Environmental Health Specialist	8	Health	35	34.11	35.60	37.08
3170	Health Educator	7	Health	35	31.85	33.23	34.62
4200	Physiotherapist/Occ. Therapist	7	CS&H	35	31.85	33.23	34.62
3155	Envir. Research & Policy Analyst	10	Health	35	36.83	38.43	40.03
3140	Epidemiologist	10	Health	35	36.83	38.43	40.03
4300	Prosecutor	11A	Corp. Svcs	35	35.92	37.48	39.04

Competition Clause

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**York Region
CUPE 905, York Region Unit**

Summer Students

Job Code	Classification	Term	Step 1	Step 2	Step 3
see below	Co-op / Summer Student	1	13.00	13.65	14.25
see below	Co-op / Summer Student	2	15.00	15.75	16.50
see below	Co-op / Summer Student	3	17.00	17.75	18.50
see below	Co-op / Summer Student	4	19.00	19.85	20.75

Job Code	Title	Hours
290	Summer Student	35 hours
295	Student, Part-time	<15 hours
360	Summer Student	37.5 hours
1690	Summer Student	40 hours
1970	Summer Student	42 hours
4490	CO-OP Student	35 hours
4500	CO-OP Student	37.5 hours
4510	CO-OP Student	40 hours
4520	CO-OP Student	42 hours

CUPE 905 (YRU)

APRIL 1, 2005

PAY

SCHEDULES

York Region
 Schedule 905 - York Region Unit

Schedule 1 - YR
 Effective April 1, 2005

Job code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate	
			1	1	Start	16.98	
				2	6 months	17.72	
				3	18 months	18.45	
5320	Switchboard/Receptionist	35	2	1	Start	17.61	
				2	6 months	18.37	
				3	18 months	19.14	
3290	Family Visitor	35	3	1	Start	18.24	
5620	Fare Media Deliverer	35		2	6 months	19.03	
				3	18 months	19.82	
			4	1	Start	18.86	
				2	6 months	19.68	
				3	18 months	20.50	
5330	Accounting Clerk	35	5	1	Start	19.49	
5340	Administrative Clerk	35		2	6 months	20.34	
5160	General Deliver/Maintenance Worker	35		3	18 months	21.19	
5310	Administrative Clerk-Intermediate	35	6	1	Start	20.33	
3040	Certified Dental Assistant	35		2	6 months	21.21	
4280	Contract Control Clerk	35		3	18 months	22.08	
2590	Customer Information Representative	35					
5140	Customer Service Representative	35					
6210	Operations Support Clerk	35					
5360	Administrative Clerk/Secretary	35	7	1	Start	21.38	
1100	Child Care Case Assistant	35		2	6 months	22.30	
0110	Print Room Operator	35		3	18 months	23.23	
5370	Accounting Clerk - Intermediate	35	8	1	Start	22.24	
4470	Community Data Co-ordinator	35		2	6 months	23.21	
5820	Construction Services Coordinator	35		3	18 months	24.18	
4310	Court Administration Clerk	35					
4320	Court Room Clerk / Reporter	35					
5190	Development Approvals Co-ordinator	37.5					
4105	ITS Records & Control Co-ordinator	35					
5785	Marketing Assistant	35					
5845	Records & Information Technician	35					
3030	Registered Practical Nurse	35					
5150	Scheduling Clerk	35					
5560	Tenant Services Coordinator	35					
5740	Training Co-ordinator	35					
1540	Buyer	35	9	1	Start	23.44	
0150	Contact Centre Representative	35		2	6 months	24.45	
5480	Research Assistant	35		3	18 months	25.47	
5485	Research Assistant, T&W	40					
5630	Scheduler/Dispatcher	35					
5220	Service Representative, S.A.	35					
Competition Clause	2380	Customer Service Co-ordinator	35	10	1	Start	25.02
	4275	Designer Capital Projects	35		2	6 months	26.11
	5790	Fare Media Coordinator	35		3	18 months	27.19
	0190	Fleet Technician	40				
	5380	Payroll Clerk	35				
	5840	Records & Information Analyst	35				
	5060	Statistical Data Coordinator	35				
4155	Technician I	37.5					

York Region
CUPE 905 - York Region Unit

Schedule 1 - YR
Effective April 1, 2005

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
3860	Associate Planner	35	11	1	Start	27.15
5170	Automated Document Specialist	35		2	6 months	28.33
0850	Children's Services Representative	35		3	18 months	29.50
4100	Document Specialist	35				
1110	Early Interventionist	35				
5590	Graphic Designer	35				
3300	Health Information Analyst	35				
4550	Lease and Property Co-ordinator	35				
4430	Librarian/Resource Co-ordinator	35				
3165	Nutrition Educator	35				
1420	Print Shop Production Lead Hand	35				
5795	Research Analyst	35				
1740	Senior Accounting Clerk	35				
0180	Senior Contact Centre Representative	35				
4590	Senior Service Representative	35				
0090	Senior Customer Service Representative	35				
3325	Social Assistance Case Coordinator	35				
3320	Social Assistance Worker	35				
4165	Technician II	37.5				
5870	Economic Development Officer	35	12	1	Start	29.45
4000	Eligibility Review Officer	35		2	6 months	30.73
4070	Employment Specialist	35		3	18 months	32.01
5555	Energy Analyst	35				
4020	Family Support Worker	35				
5510	Financial Analyst	35				
0990	Intermediate Accountant	35				
3650	Office Space Co-ordinator	35				
6730	ISO Coordinator	35				
4135	ITS Documentation & Curric. Officer	35				
5780	Marketing Coordinator	35				
1210	Operations Co-ordinator, Waste Mgmt	35				
3115	Policy Analyst	35				
4080	Program Analyst	35				
4090	Program Review Officer	35				
1160	Project Coordinator, Waste Mgmt	35				
2570	Public Relations Co-ordinator	35				
1180	Purchasing Analyst	35				
5670	Scheduler/Runcutter	35				
4420	Senior Document Specialist	35				
3565	Special Constable	40				
0130	Statistical Data Analyst	35				
4130	Training Officer	35				
4130	Training & Testing Co-ordinator OCCMS	35				
4055	Transit Facilities Co-ordinator	35				
4175	Technologist I (underfill)	37.5				
5760	Claims & Risk Analyst	35	13	1	Start	32.38
0100	Community Program Co-ordinator	35		2	6 months	33.79
5710	Electronic Business Services Coord.	35		3	18 months	35.20
5900	Funding Analyst	35				
5875	IT Service Improvement Officer	35				
5520	Maintenance Coordinator, Housing	35				
9055	Web Project Coordinator	35				
4185	Technologist II	37.5				
5570	Architectural Projects Coordinator	35	14	1	Start	34.17
5860	Compliance & Licencing Officer	35		2	6 months	35.66
5920	Construction Administrator	40		3	18 months	37.13
5940	Economic Development Coordinator	35				
5800	Fleet Coordinator-Transit	35				

Competition Clause

York Region
CUPE 905 - York Region Unit

Schedule 1 - YR
Effective April 1, 2005

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
5880	Indexing Specialist	35	14	1	Start	34.17
5960	Legal Co-ordinator, Realty Services	35		2	6 months	35.66
160	Planner	35		3	18 months	37.13
5930	Policy & Project Development Specialist	35				
5460	Program Coordinator, Housing	35				
5765	Program Coordinator, Water Resources	35				
5575	Program Manager, Energy Management	35				
5085	Project Co-ordinator, Capital Projects	35				
270	Property Appraiser	35				
5955	Psychometrist	35				
3125	Public Health Dietician	35				
4255	Regional Greening Co-ordinator	35				
250	Senior Accountant	35				
5885	Senior Business Analyst	35				
1090	Senior Financial Analyst	35				
5950	Sr. Tourism Promotion Coordinator	35				
4850	Sustainable Building Engineer	35				
4195	Technologist III	37.5				
5910	Construction Claims Analyst	40	15	1	Start	36.16
1710	Fiscal Policy Analyst	35		2	6 months	37.73
3135	Public Health Nutritionist	35		3	18 months	39.30
5200	Senior Coordinator, Capital & Dev. Financ	35				
1050	Transportation Planner	35				
6585	WWW Planning Modeller	37.5				
5925	Senior Analyst Policy	35	16	1	Start	39.22
1350	Senior Planner	35		2	6 months	40.93
1730	Tax Policy Specialist	35		3	18 months	42.64
4205	Engineer	37.5				

Competition Clause

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York Region
 CUPE 905, York Region Unit

Schedule 2 - YR
 Effective April 1, 2005

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate	
5110	Primary Care Paramedic	42	1	1	Start	25.14	
				2	6 months	26.24	
				3	18 months	27.33	
on Clause	5270	Community Program Dev. Co-ord	42	2	1	Start	26.48
	5315	Driver Safety & Training Officer (PCP)	42		2	6 months	27.63
	5230	Education/QI Facilitator (PCP)	42		3	18 months	28.78
	5235	Lead Paramedic (PCP)	42				
	5120	Advanced Care Paramedic	42	3	1	Start	28.14
Compe					3	18 months	30.58
	5325	Driver Safety & Training Officer (ACP)	42	4	1	Start	29.60
	5240	Education/QI Facilitator (ACP)	42		2	6 months	30.89
	5245	Lead Paramedic (ACP)	42		3	18 months	32.18

York Region
 CUPE 905, York Region Unit

Schedule 2A - YR
 Effective April 1, 2005

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
1860	Operator In Training - Wastewater	40	3	1	Start	18.85
1830	Operator In Training - Water	40		2	6 months	19.67
				3	18 months	20.49
1850	Operator I - Wastewater	40	4	1	Start	20.12
1820	Operator I - Water	40		2	6 months	20.99
					18 months	21.87
1840	Operator II - Wastewater	40	5	1	Start	21.47
1810	Operator II - Water	40		2	6 months	22.41
				3	18 months	23.34
870	Control Panel Operator	40	7	1	Start	23.41
				2	6 months	24.43
				3	18 months	25.45
1900	Operator III - Wastewater	40	8	1	Start	24.64
1800	Operator III - Water	40		2	6 months	25.72
				3	18 months	26.79
1890	Operator IV - Wastewater	40	10	1	Start	26.74
1790	Operator IV - Water	40		2	6 months	27.91
				3	18 months	29.07
1880	Chief Operator III - Wastewater	40	11	1	Start	27.82
1780	Chief Operator III - Water	40		2	6 months	29.03
				3	18 months	30.24
1870	Chief Operator IV - Wastewater	40	12	1	Start	29.28
1770	Chief Operator IV - Water	40		2	6 months	30.55
				3	18 months	31.83

Competition Clause

York Region
CUPE 905, York Region Unit

Schedule 2B - YR
Effective April 1, 2005

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
1570	Ticket Checker	40	1	1	Start	15.93
				2	6 months	16.63
				3	18 months	17.31
			2	1	Start	16.77
				2	6 months	17.50
				3	18 months	18.23
5540	Building Superintendent 1	40	3	1	Start	17.61
				2	6 months	18.37
				3	18 months	19.14
5530	Building Superintendent II	40	4	1	Start	18.44
1410	Office Maintenance Worker	37.5		2	6 months	19.26
				3	18 months	20.05
1170	Signshop Assistant	40	5	1	Start	20.33
4210	Survey Assistant	40		2	6 months	21.22
5640	Transit Bus Operator	40		3	18 months	22.10
700	Dispatcher	40	6	1	Start	21.38
4355	Facilities Maintenance Support Representative	40		2	6 months	22.30
5650	Transit Inspector	40		3	18 months	23.23
5390	Transportation Maintenance Worker	40				
1340	Building Operator	37.5	7	1	Start	22.76
6545	Fare Media Inspector	40		2	6 months	23.77
1720	Construction Inspector	40		3	18 months	24.75
1190	Signshop Graphics Technician	40				
4220	Survey Instrument Technician	40				
730	Electrician	40	8	1	Start	23.89
1330	Heavy Equipment Mechanic	40		2	6 months	24.82
1280	Lead Operator	40		3	18 months	25.96
570	Operations Mechanic	40				
			9	1	Start	25.00
				2	6 months	26.09
				3	18 months	27.17
1960	Coordinator, Signshop Graphics	40	10	1	Start	26.11
1290	Lead Mechanic	40		2	6 months	27.25
4230	Survey Crew Chief	40		3	18 months	28.39
1380	Senior Building Operator	37.5				
			11	1	Start	27.38
				2	6 months	28.57
				3	18 months	29.76
1260	Chief Maintenance Electrician	40	12	1	Start	28.75
1140	Chief Maintenance Mechanic	40		2	6 months	30.00
				3	18 months	31.24

Competition Clause

	Step 1	step 2	step 3
1240 Office Cleaner (35 hours)	15.24	15.90	16.56

York Region
CUPE 905, York Region Unit

Schedule 2B - YR
Effective April 1, 2005

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
1230	Office Cleaner / Lead Hand (35 hours)	19.45	20.30	21.14		

York Region
CUPE 905, York Region Unit

Schedule 3 - YR
Effective April 1, 2005

Job Code	Job Title	Grade	Dept.	Hours	Step 1 Start	Step 2 6 Months	Step 3 18 Months
2320	Database Administrator	16	Finance	35	40.03	41.77	43.51
5070	ERP Admin/Backup DBA	15	Finance	35	37.93	39.59	41.24
3370	GIS Analyst	13	Finance	35	34.38	35.87	37.36
1510	GIS Technician	2	Finance	35	22.53	23.51	24.49
3380	GIS Technologist	10	Finance	35	29.66	30.95	32.24
4340	Internet/Intranet Administrator	15	Finance	35	37.93	39.59	41.24
1750	Local Systems Support Officer	12	Finance	35	32.07	33.46	34.85
1660	Network Analyst	13	Finance	35	33.71	35.18	36.64
1630	Network Operator	1	Finance	35	22.01	22.96	23.92
1670	Senior Communications Analyst	15	Finance	35	37.93	39.59	41.24
2325	Senior Database Administrator	19	Finance	35	47.00	49.04	51.08
3360	Senior GIS Analyst	15	Finance	35	37.93	39.59	41.24
5750	Senior Network Analyst	15	Finance	35	37.19	38.82	40.44
4350	Senior Support Analyst	15	Finance	35	37.93	39.59	41.24
1640	Support Analyst I	9	Finance	35	27.75	28.96	30.16
4410	Support Analyst II	12	Finance	35	32.07	33.46	34.85
1650	System Analyst/ Appl. Tech. Specialist	11	Finance	35	31.02	32.37	33.72
3340	Technical Specialist	15	Finance	35	37.93	39.59	41.24
3365	Team Lead, Data Security	17	Finance	35	42.12	43.96	45.79
5550	Social Worker	4	CS&H	35	29.34	30.62	31.90
3010	Cert. Public Health Inspector	6	Health	35	32.04	33.44	34.83
5600	Tobacco Control Officer	5	Health	35	30.19	31.49	32.81
5890	Enforcement Officer (Sewer Use)	5	T&W	40	30.19	31.49	32.81
5605	Sr. Tobacco Control Officer	7	Health	35	32.80	34.23	35.66
3000	Sr. Cert. Public Health Inspector	8	Health	35	35.14	36.66	38.19
3130	Dental Treatment Coordinator	7	Health	35	32.80	34.23	35.66
3020	Registered Dental Hygienist	5	Health	35	30.19	31.49	32.81
3350	Infectious Disease Co-ordinator	6	Health	35	32.04	33.44	34.83
3330	Environmental Health Specialist	8	Health	35	35.14	36.66	38.19
3170	Health Educator	7	Health	35	32.80	34.23	35.66
4200	Physiotherapist/Occ. Therapist	7	CS&H	35	32.80	34.23	35.66
3155	Envir. Research & Policy Analyst	10	Health	35	37.93	39.59	41.24
3140	Epidemiologist	10	Health	35	37.93	39.59	41.24
4300	Prosecutor	11A	Corp. Svcs	35	37.00	38.60	40.21

Competition Clause

**York Region
CUPE 905, York Region Unit**

**Summer Students
April 1, 2005**

Job Code	Classification	Term	Step 1	Step2	Step3
see below	Co-op/ Summer Student	1	13.39	14.06	14.68
see below	Co-op/ Summer Student	2	15.45	16.22	17.00
see below	Co-op/ Summer Student	3	17.51	18.28	19.06
see below	Co-op/ Summer Student	4	19.57	20.45	21.37

Job Code	Title	Hours
290	Summer Student	35 hours
295	Student, Part-time	<15 hours
360	Summer Student	37.5 hours
1690	Summer Student	40 hours
1970	Summer Student	42 hours
4490	CO-OP t	35
4500	CO-OP t	37.5
4510	CO-OP Student	40 hours
4520	CO-OP Student	42 hours

CUPE 905 (YRU)

APRIL 1, 2006

PAY

SCHEDULES

York Region
CUPE 905 - York Region Unit

Schedule 1 - YR
Effective April 1, 2006

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
			1	1	Start	17.49
				2	6 months	18.25
				3	18 months	19.01
5320	Switchboard/Receptionist	35	2	1	Start	18.14
				2	6 months	18.92
				3	18 months	19.71
3290	Family Visitor	35	3	1	Start	18.78
5620	Fare Media Deliverer	35		2	6 months	19.60
				3	18 months	20.41
			4	1	Start	19.43
				2	6 months	20.27
				3	18 months	21.12
5330	Accounting Clerk	35	5	1	Start	20.08
5340	Administrative Clerk	35		2	6 months	20.95
5160	General Deliver/Maintenance Worker	35		3	18 months	21.82
5310	Administrative Clerk-Intermediate	35	6	1	Start	20.94
3040	Certified Dental Assistant	35		2	6 months	21.85
4280	Contract Control Clerk	35		3	18 months	22.75
2590	Customer Information Representative	35				
5140	Customer Service Representative	35				
5210	Operations Support Clerk	35				
5360	Administrative Clerk/Secretary	35	7	1	Start	22.02
1100	Child Care Case Assistant	35		2	6 months	22.97
0110	Print Room Operator	35		3	18 months	23.93
5370	Accounting Clerk - Intermediate	35	8	1	Start	22.90
4470	Community Data Co-ordinator	35		2	6 months	23.91
5820	Construction Services Coordinator	35		3	18 months	24.90
4310	Court Administration Clerk	35				
4320	Court Room Clerk / Reporter	35				
5190	Development Approvals Co-ordinator	37.5				
4105	ITS Records & Control Co-ordinator	35				
5785	Marketing Assistant	35				
5845	Records & Information Technician	35				
3030	Registered Practical Nurse	35				
5150	Scheduling Clerk	35				
5560	Tenant Services Coordinator	35				
5740	Training Co-ordinator	35				
1540	Buyer	35	9	1	Start	24.14
0150	Contact Centre Representative	35		2	6 months	25.19
5480	Research Assistant	35		3	18 months	26.23
5485	Research Assistant, T&W	40				
5690	Scheduler/Dispatcher	35				
5220	Service Representative, S.A.	35				
2580	Customer Service Co-ordinator	35	10	1	Start	25.77
4275	Designer Capital Projects	35		2	6 months	26.89
5790	Fare Media Coordinator	35		3	18 months	28.01
0190	Fleet Technician	40				
5380	Payroll Clerk	35				
5840	Records & Information Analyst	35				
5060	Statistical Data Coordinator	35				
4155	Technician I	37.5				

Competition Clause

York Region
CUPE 905 - York Region Unit

Schedule 1 - YR
Effective April 1, 2006

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
4860	Associate Planner	35	11	1	Start	27.96
5170	Automated Document Specialist	35		2	6 months	29.18
0850	Children's Services Representative	35		3	18 months	30.39
4100	Document Specialist	35				
1110	Early Interventionist	35				
5590	Graphic Designer	35				
3300	Health Information Analyst	35				
4550	Lease and Property Co-ordinator	35				
4430	Librarian/Resource Co-ordinator	35				
3165	Nutrition Educator	35				
1420	Print Shop Production Lead Hand	35				
5795	Research Analyst	35				
1740	Senior Accounting Clerk	35				
0180	Senior Contact Centre Representative	35				
4590	Senior Service Representative	35				
0090	Senior Customer Service Representative	35				
3325	Social Assistance Case Coordinator	35				
3320	Social Assistance Worker	35				
4185	Technician II	37.5				
5970	Economic Development Officer	35	12	1	Start	30.33
4000	Eligibility Review Officer	35		2	6 months	31.66
4070	Employment Specialist	35		3	18 months	32.97
5555	Energy Analyst	35				
4020	Family Support Worker	35				
5510	Financial Analyst	35				
0990	Intermediate Accountant	35				
5730	ISO Coordinator	35				
4135	ITS Documentation & Curric. Officer	35				
5780	Marketing Coordinator	35				
3650	Office Space Co-ordinator	35				
1210	Operations Co-ordinator, Waste Mgmt	35				
3115	Policy Analyst	35				
4080	Program Analyst	35				
4090	Program Review Officer	35				
1160	Project Coordinator, Waste Mgmt	35				
2570	Public Relations Co-ordinator	35				
1180	Purchasing Analyst	35				
5670	Scheduler/Runcutter	35				
4420	Senior Document Specialist	35				
3565	Special Constable	35				
0130	Statistical Data Analyst	35				
4130	Training Officer	35				
4130	Training & Testing Co-ordinator OCCMS	35				
4055	Transit Facilities Co-ordinator	35				
4175	Technologist I (underfill)	37.5				
5760	Claims & Risk Analyst	35	13	1	Start	33.35
0100	Community Program Co-ordinator	35		2	6 months	34.80
5710	Electronic Business Services Coord.	35		3	18 months	36.25
5900	Funding Analyst	35				
5875	IT Service Improvement Officer	35				
5520	Maintenance Coordinator, Housing	35				
9055	Web Project Coordinator	35				
4185	Technologist II	37.5				
5570	Architectural Projects Coordinator	35	14	1	Start	35.20
5860	Compliance & Licencing Officer	35		2	6 months	36.73
5920	Construction Administrator	40		3	18 months	38.25
5940	Economic Development Coordinator	35				
5800	Fleet Coordinator-Transit	35				

Competition Clause

**York Region
CUPE 905 - York Region Unit**

**Schedule 1 - YR
Effective April 1, 2006**

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
5880	Indexing Specialist	35	14	1	Start	35.20
5960	Legal Co-ordinator, Realty Services	35		2	6 months	36.73
160	Planner	35		3	18 months	38.25
5930	Policy & Project Development Specialist	35				
5460	Program Coordinator, Housing	35				
5765	Program Coordinator, Water Resources	35				
5575	Program Manager, Energy Management	35				
5085	Project Co-ordinator, Capital Projects	35				
270	Property Appraiser	35				
5955	Psychometrist	35				
3125	Public Health Dietician	35				
4255	Regional Greening Co-ordinator	35				
250	Senior Accountant	35				
5885	Senior Business Analyst	35				
1090	Senior Financial Analyst	35				
5950	Sr. Tourism Promotion Coordinator	35				
4850	Sustainable Building Engineer	35				
4195	Technologist III	37.5				
5910	Construction Claims Analyst	40	15	1	Start	37.24
1710	Fiscal Policy Analyst	35		2	6 months	38.86
3135	Public Health Nutritionist	35		3	18 months	40.47
5200	Senior Coordinator, Capital & Dev. Financ	35				
1050	Transportation Planner	35				
6585	WWW Planning Modeller	37.5				
5925	Senior Analyst Policy	35	16	1	Start	40.40
1350	Senior Planner	35		2	6 months	42.16
1730	Tax Policy Specialist	35		3	18 months	43.92
4205	Engineer	37.5				

Competition Clause

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**York Region
CUFE 905, York Region Unit**

**Schedule 2 - YR
Effective April 1, 2006**

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate	
5110	Primary Care Paramedic	42	1	1	Start	25.90	
				2	6 months	27.02	
				3	18 months	28.15	
Competition Clause	5270	Community Program Dev. Co-ord	42	2	1	Start	27.27
	5315	Driver Safety & Training Officer (PCP)	42		2	6 months	28.46
	5230	Education/QI Facilitator (PCP)	42		3	18 months	29.65
	5235	Lead Paramedic (PCP)	42				
	5120	Advanced Care Paramedic	42	3	1	Start	28.98
					2	6 months	30.24
					3	18 months	31.50
	5325	Driver Safety & Training Officer (ACP)	42	4	1	Start	30.49
	5240	Education/QI Facilitator (ACP)	42		2	6 months	31.82
	5245	Lead Paramedic (ACP)	42		3	18 months	33.14

York Region

Schedule 2A - YR

CUPE York Region Unit

Effective April 1, 2011

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
1860	Operator In Training - Wastewater	40	3	1	Start	19.41
1830	Operator in Training - Water	40		2	6 months	20.26
				3	18 months	21.10
1850	Operator I - Wastewater	40	4	1	Start	20.72
1820	Operator I - Water	40		2	6 months	21.62
					18 months	22.52
1840	Operator II - Wastewater	40	5	1	Start	22.12
1810	Operator II - Water	40		2	6 months	23.08
				3	18 months	24.04
870	Control Panel Operator	40	7	1	Start	24.12
				2	6 months	25.17
				3	18 months	26.21
1900	Operator III - Wastewater	40	8	1	Start	25.38
1800	Operator III - Water	40		2	6 months	26.49
				3	18 months	27.59
1890	Operator IV - Wastewater	40	10	1	Start	27.55
1790	Operator IV - Water	40		2	6 months	28.74
				3	18 months	29.94
1880	Chief Operator III - Wastewater	40	11	1	Start	28.65
1780	Chief Operator III - Water	40		2	6 months	29.90
				3	18 months	31.14
1870	Chief Operator IV - Wastewater	40	12	1	Start	30.16
1770	Chief Operator IV - Water	40		2	6 months	31.47
				3	18 months	32.78

Competition Clause

York Region
 CUPE 905, York Region Unit

Schedule 2B - YR
 Effective April 1, 2006

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate	
1570	Ticket Checker	40	1	1	Start	16.41	
				2	6 months	17.12	
				3	18 months	17.83	
			2	1	Start	17.27	
				2	6 months	18.02	
				3	18 months	18.78	
5540	Building Superintendent I	40	3	1	Start	18.14	
				2	6 months	18.92	
				3	18 months	19.71	
5530	Building Superintendent II	40	4	1	Start	18.99	
1410	Office Maintenance Worker	37.5		2	6 months	19.83	
				3	18 months	20.65	
1170	Signshop Assistant	40	5	1	Start	20.94	
4210	Survey Assistant	40		2	6 months	21.85	
5640	Transit Bus Operator	40		3	18 months	22.76	
700	Dispatcher	40	6	1	Start	22.02	
4355	Facilities Maintenance Support Representative	40		2	6 months	22.97	
5650	Transit Inspector	40		3	18 months	23.93	
5390	Transportation Maintenance Worker	40					
1340	Building Operator	37.5	7	1	Start	23.45	
6545	Fare Media Inspector	40					
1720	Construction Inspector	40		2	6 months	24.48	
1190	Signshop Graphics Technician	40		3	18 months	25.49	
4220	Survey Instrument Technician	40					
730	Electrician	40	8	1	Start	24.60	
1330	Heavy Equipment Mechanic	40		2	6 months	25.67	
1280	Lead Operator	40					
570	Operations Mechanic	40		3	18 months	26.74	
				9	1	Start	25.75
				2	6 months	26.87	
				3	18 months	27.99	
1960	Coordinator, Signshop Graphics	40	10	1	Start	26.90	
1290	Lead Mechanic	40		2	6 months	28.07	
4230	Survey Crew Chief	40		3	18 months	29.25	
1380	Senior Building Operator	37.5					
				11	1	Start	28.20
				2	6 months	29.43	
				3	18 months	30.65	
1260	Chief Maintenance Electrician	40	12	1	Start	29.61	
1140	Chief Maintenance Mechanic	40		2	6 months	30.90	
				3	18 months	32.18	

Competition Clause

	Step 1	Step 2	Step 3
1240 Office Cleaner (35 hours)	15.47	16.14	16.81

York Region
CUPE 905, York Region Unit

Schedule 2B - YR
Effective April 1, 2006

Job Code	Job Title	Hours	Pay Grade	Step	Progression	Hourly Rate
1230	Office Cleaner / Lead Hand (35 hours)	19.74	20.60	21.46		

York Region
CUPE 905, York Region Unit

Schedule 3 - YR
Effective April 1, 2006

Job Code	Job Title	Grade	Dept.	Hours	Step 1 Start	Step 2 6 Months	Step 3 18 Months
2320	Database Administrator	16	Finance	35	41.23	43.02	44.82
5070	ERP Admin/Backup DBA	15	Finance	35	39.07	40.77	42.47
3370	GIS Analyst	13	Finance	35	35.41	36.95	38.48
1510	GIS Technician	2	Finance	35	23.21	24.22	25.23
3380	GIS Technologist	10	Finance	35	30.55	31.88	33.20
4340	Internet/Intranet Administrator	15	Finance	35	39.07	40.77	42.47
1750	Local Systems Support Officer	12	Finance	35	32.71	34.46	35.55
1660	Network Analyst	13	Finance	35	34.38	36.23	37.37
1630	Network Operator	1	Finance	35	22.67	23.65	24.64
1670	Senior Communications Analyst	15	Finance	35	39.07	40.77	42.47
2325	Senior Database Administrator	19	Finance	35	48.41	50.51	52.61
3360	Senior GIS Analyst	15	Finance	35	39.07	40.77	42.47
5750	Senior Network Analyst	15	Finance	35	37.94	39.99	41.25
4350	Senior Support Analyst	15	Finance	35	39.07	40.77	42.47
1640	Support Analyst I	9	Finance	35	28.30	29.82	30.76
4410	Support Analyst II	12	Finance	35	32.71	34.46	35.55
1650	System Analyst/Appl. Tech. Specialist	11	Finance	35	31.95	33.34	34.73
3340	Technical Specialist	15	Finance	35	39.07	40.77	42.47
3365	Team Lead, Data Security	17	Finance	35	43.39	45.28	47.17
5550	Social Worker	4	CS&H	35	30.22	31.54	32.85
3010	Cert. Public Health Inspector	6	Health	35	33.00	34.44	35.87
5600	Tobacco Control Officer	5	Health	35	31.09	32.44	33.79
5890	Enforcement Officer (Sewer Use)	5	T&W	40	31.09	32.44	33.79
5605	Sr. Tobacco Control Officer	7	Health	35	33.79	35.26	36.73
3000	Sr. Cert. Public Health Inspector	8	Health	35	36.19	37.76	39.34
3130	Dental Treatment Coordinator	7	Health	35	33.79	35.26	36.73
3020	Registered Dental Hygienist	5	Health	35	31.09	32.44	33.79
3350	Infectious Disease Co-ordinator	6	Health	35	33.00	34.44	35.87
3330	Environmental Health Specialist	8	Health	35	36.19	37.76	39.34
3170	Health Educator	7	Health	35	33.79	35.26	36.73
4200	Physiotherapist/Occ. Therapist	7	CS&H	35	33.79	35.26	36.73
3155	Envir. Research & Policy Analyst	10	Health	35	39.07	40.77	42.47
3140	Epidemiologist	10	Health	35	39.07	40.77	42.47
4300	Prosecutor	11A	Corp. Svcs	35	38.11	39.76	41.42

Competition Clause

York Region
 CUPE 905, York Region Unit

Summer Students
 April 1, 2006

Job Code	Classification	Term	Step 1	Step 2	Step 3
see below	Co-op / Summer Student	1	13.79	14.48	15.12
see below	Co-op / Summer Student	2	15.91	16.71	17.50
see below	Co-op / Summer Student	3	18.04	18.83	19.63
see below	Co-op / Summer Student	4	20.16	21.06	22.01

Job Code	Title	Hours
		35 hours
		<15 hours
360	Summer Student	37.5 hours
1690	Summer Student	40 hours
1970	Summer Student	42 hours
4490	CO-OP Student	35 hours
4500	CO-OP Student	37.5 hours
4510	CO-OP Student	40 hours
4520	CO-OP Student	42 hours

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