

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1764

April 1, 1998 to March 31, 2001

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THIS AGREEMENT made this day of , 1998

between

THE REGIONAL MUNICIPALITY OF DURHAM

(hereinafter called the "Region")

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 1764

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Region and its employees in the interest of efficient administration of the Region's affairs, and to provide for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and to promote the well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT FUNCTIONS

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

- (1) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time regulations and practices to be observed by its employees.
- (2) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Region by statute and/or by-laws of the Region.
- (3) Direct the working forces, including the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend and retire employees.
- (4) Plan, direct and control the operations of the Region, and without restricting the generality of the foregoing, to introduce new methods, facilities, and equipment; to determine the number of employees to be employed, the work schedules, and the location of all plants and equipment.

2.02 The Region agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

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

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01 The Region recognizes the Canadian Union of Public Employees and its Local #1764 as the sole and exclusive bargaining agent of all its employees as defined in the Ontario Labour Relations Board's declaration issued and dated October 1st, 1974 pursuant to the agreement between the parties September 18, 1974 and as further defined in the Ontario Labour Relations Board's decision dated May 6, 1976 and the agreement between the parties dated September 11, 1975 and as further defined in the Ontario Labour Relations Board's decision dated September 21, 1976 and the agreement between the parties dated November 8, 1976 and the agreement between the parties dated March 7, 1989.

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Region and Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the parties or by any of their representatives with respect to any employee by reason of race, colour, age, sex, marital status, national origin, political or religious affiliation, nor by reason of membership or non-membership in a trade union.

ARTICLE 6 - NO STRIKE OR LOCKOUT

- 6.01 In view of the procedures established by this Agreement for the settling of

disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there shall be no strike, picketing, slowdown or stoppage of work either complete or partial, or any interference with the operation of the Region, and the Region agrees that there shall be no lockout.

ARTICLE 7 - REPRESENTATION

- 7.01 The Region agrees to recognize the following Union representation:
- (a) A Union Bargaining Committee of not more than six (6) employees, whose function shall be to deal with matters (other than grievances) arising from or pertaining to the Collective Agreement.
 - (b) A Grievance Committee of not more than three (3) employees, except that the Grievance Committee may be augmented by the Union President.
 - (c) No individual employee or group of employees shall undertake to represent the Union at meetings with the Region without proper authorization of the Union. In order that this may be carried out, the Union will supply the Region with the names of its officers. Similarly, the Region will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 7.02 The Union shall have the right to appoint Stewards to assist employees in the preparation of grievances, according to the grievance procedure. The number of Stewards from a department or division shall be as set out in Schedule '1' attached to and forming part of this Agreement.
- 7.03 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who may, on permission of the Commissioner of Human Resources, have access to the Region's premises to assist in the settlement of any dispute arising from the provisions of this Agreement.

- 7.04 The Union acknowledges that the Committee members and stewards must continue to perform their regular duties on behalf of the Region, and that such persons shall not leave their duties for Union business without first obtaining the permission of their Department Head or his delegate, which permission shall not be unreasonably withheld. On the completion of the Union business, the member or steward shall report back to the Department Head or to any job to which the employee was previously directed, and give any reasonable explanation which may be requested with respect to his absence.
- 7.05 In accordance with this understanding, such employees will be compensated by the Region to the extent of their straight-time pay for such time spent in dealing with matters arising out of this Agreement, up to but not including matters arising from any arbitration proceedings or matters before an official third party save and except attendance at meetings before a Conciliation Officer appointed under Section 18 of The Labour Relations Act.
- 7.06 Union business will be conducted, to the extent practical, outside regular working hours.
- 7.07 Compensation will not be allowed for time spent outside of the employees' regular working hours, and the Region reserves the right to withhold payment if the aforementioned Committee members and Stewards do not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Differences or disputes arising between the Region and the employee shall be considered as grievances and shall be dealt with in the following manner, and all grievances shall be submitted and answered in writing, and shall state the Article(s) in dispute, the nature of the grievance and the remedy sought. It is agreed by the parties that grievances should be settled as early as possible in the grievance procedure.

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

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

Step 2: The grievance shall be submitted to the Department Head and the Commissioner of Human Resources (or their delegates) who shall meet with the grievor and who shall render a decision within five (5) working days. The grievor may be accompanied and represented at this Step by the Grievance Committee.

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

Step 3: The grievance shall be submitted to the Chief Administrative Officer, who will meet with the grievor and the Grievance Committee within ten (10) working days of the date of request for such meeting. The decision shall be given within seven (7) working days from the date of such meeting.

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

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

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

- 8.06 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- 8.07 It is understood that the Region may bring forward at any meeting held with the Union Bargaining Committee any complaint with respect to the conduct of the Union and that, if such complaint by the Region is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same manner as a grievance of an employee.
- 8.08 Whenever the Region deems it necessary to issue a written warning, suspend or discharge an employee, the Region shall forward a copy of the disciplinary letter to the Secretary of the Union, within five (5) days thereafter.
- 8.09 When an employee is discharged or suspended, he shall be given the reason in the presence of the Steward.
- 8.10 An employee who claims he has been unjustly discharged may institute an appeal at Step 2 of the grievance procedure within five (5) working days of the effective date of discharge.
- 8.11 Should it be found during the grievance procedure that an employee has been unjustly suspended or discharged such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.

ARTICLE 9 - SAFETY

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

ARTICLE 10 - SENIORITY

- 10.01 Seniority is defined as the length of service with the Region since the most recent date of hire, and shall be a factor in determining promotions, transfers, demotions, layoffs, recalls and vacations. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in this Agreement.
- 10.02 An employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of hire. The conditions of employment with respect to probationary employees shall be as set out in Article 29 - Employee Definitions, paragraph 29.02.
- 10.03 An employee who satisfactorily completes the probationary employment shall be placed on the seniority list and will be credited with seniority at a date six (6) months prior to acquiring such seniority.
- 10.04 The Region shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.
- 10.05 Seniority shall be lost and employment terminated where an employee:
- (i) Voluntarily resigns.
 - (ii) Is laid off and is not recalled to active employment within eighteen (18) calendar months, or one-half of the employee's seniority at the time of lay-off, whichever is the lesser.
 - (iii) Fails to confirm his intention to return to work within five (5) working days after notice to return to work has been sent to him by registered mail to the last address on the Region's records, or fails to return to work within seven (7) working days from the date of such registered notice, unless a reason satisfactory to the Region is provided.
 - (iv) Is absent from work in excess of three (3) working days without sufficient cause or without notifying his immediate supervisor.
 - (v) Overstays an approved leave of absence and fails to obtain written extension from the Region.
 - (vi) Is discharged for cause and not reinstated through the grievance procedure.

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

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 In the event of a reduction in the full-time workforce of a department, layoff shall commence with the full-time employee with the least amount of total seniority within the bargaining unit, within the job classification affected.
- 11.02 In the event of a reduction in the part-time workforce of a department, layoff shall commence with the part-time employee with the least amount of total seniority within the bargaining unit, within the job classification affected.
- 11.03 A full-time employee given the notice of lay-off may utilize his/her seniority to displace the most junior full-time employee in a classification with the same or lower job rate provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the employee whose position is being claimed.

If there are no full-time positions available for which the employee can utilize his/her seniority then the full-time employee given notice may utilize his/her seniority to displace the most junior part-time employee in a classification with the same or lower job rate provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the part-time employee whose position is being claimed.

Employees displaced under this process shall have rights to the same procedure.

- 11.04 A part-time employee given the notice of lay-off may utilize his/her seniority to displace the most junior part-time employee in a classification with the same or lower job rate provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the employee whose position is being claimed.

Employees displaced under this process shall have rights to the same procedure.

- 11.05 An employee who elects to use his seniority as in paragraphs 11.03 and 11.04 above, shall receive the rate of pay for the position which he/she secures.

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

ARTICLE 12 - BULLETIN BOARDS

- 12.01 The Region will provide bulletin boards in areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union Activity. Before posting, such notices must be signed by an officer of the Local Union.

ARTICLE 13 - JOB POSTINGS AND PROCEDURES

- 13.01 When a vacancy occurs or a new position is created which is subject to the provisions of this Agreement, the Region shall, with the exception of positions in the lowest salary level, post the position on bulletin boards accessible to employees for a period of five (5) working days so that employees may have the opportunity to make written application for the position. No outside applicants shall be considered until internal applicants for the position have been considered and notified of the outcome. The name of the successful applicant will be posted on the bulletin boards.
- 13.02 Temporary vacancies such as those caused by an employee's absence due to leave of absence, illness, accident, vacations, temporary transfers, and temporary jobs caused by peak-load conditions, shall not be posted, and it is agreed that any such vacancies may be filled by temporary employees. Positions arising from temporary vacancies expected to last in excess of thirty (30) calendar days should be offered to the qualified employees in the department on the basis of seniority before being filled by temporary employees. Only the original vacancy shall be required to be filled in this manner.

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

- 13.03 Promotions shall be based on the skill, ability, education, experience and qualifications of the employee(s) responding to the job posting, but where these factors are relatively equal and meet the requirements of the position, seniority shall govern.
- 13.04 An employee successful in a job posting application shall not be permitted to re-apply to any subsequent job posting for a period of six (6) calendar months from the effective date of the appointment unless approval is obtained from the employee's department head.

ARTICLE 14 - HOURS OF WORK

- 14.01 The normal hours of work shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) hours, Monday to Friday inclusive for the positions shown in Appendices "A" and "C", and forty (40) hours per week consisting of five (5) shifts of eight (8) hours, Monday to Friday inclusive, for the positions shown in Appendix "B". Such shifts shall be contained within the period of eight (8) a.m. to five (5) p.m.
- 14.02 It is agreed that should it become necessary to establish shifts other than those shown in this Article, the Region will do so only after consultation with the Union.
- 14.03 No seven (7) hour shift shall be spread over more than eight (8) hours, and no eight (8) hour shift shall be spread over more than nine (9) hours, with one unpaid hour off for lunch in each case.
- 14.04 The provisions of para. 14.01 shall not apply to the following personnel, whose normal shift arrangements shall be as set out herein or as determined by the Region:
- (i) Day Care employees, who shall be scheduled to work between seven (7) a.m. and six (6) p.m., Monday to Friday inclusive at seven (7) hours per day, thirty-five (35) hours per week.
 - (ii) Building Maintenance personnel, who shall work five (5) shifts of seven (7) hours each for thirty-five (35) hours per week within a five (5) day period.
 - (iii) Any personnel of the Works Department assigned to shifts for emergency operations.
 - (iv) Appraiser-Negotiators, to whom in addition the provisions of para. 14.03 shall not apply.

- (v) Any temporary employee assigned to Traffic Counting operations to whom in addition the provisions of paragraph 14.03 shall not apply.
- (vi) Any personnel of the Works Department whose normal place of work is a Regional Depot.
- (vii) Clerical employees in the Homes For The Aged.
- (viii) Collectors in the Finance Department who may work until eight (8) p.m. on two days each week, Fridays excepted.
- (ix) Employees in Behaviour Management who may be scheduled to work up to nine (9) p.m.
- (x) Employees in the Department of Health Services whose hours of work shall be as set out in the attached Memorandum of Agreement entitled "Re: Modified Conditions of Employment in the Department of Health Services".
- (xi) Employees of the Traffic Operations Division who customarily work out of the Oshawa-Whitby Depot whose hours of work and other adjusted conditions of employment, shall be as set out in Appendix"D".

14.05 The normal weekly hours of work stated in this Agreement are for the purpose of calculating overtime only.

14.06 All employees shall be permitted a fifteen (15) minute rest period in the first four-hour period and the second four-hour period of the shift.

ARTICLE 15 - OVERTIME

15.01 All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime.

15.02 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

15.03 Overtime will be paid at the rate of time and one-half the straight-time rate except for overtime on Sunday and Christmas Day which will be paid at double the straight-time rate. Time off in lieu of overtime payment may be granted at

an employee's request on the basis of one and one-half (1-1/2) hours off for one hour of overtime worked. The scheduling of any such time off is subject to the approval of the Department Head or his delegate.

- 15.04 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work.
- 15.05 Under no circumstances shall pyramiding of overtime pay and premium pay be allowed.
- 15.06 Payment of overtime shall not be made where an approved change of shifts is arranged between employees which requires the employee(s) to work in excess of the normal daily or weekly hours.

ARTICLE 16 - CALL BACK, STANDBY AND SHIFT PREMIUM

- 16.01 A minimum of three (3) hours pay at the appropriate overtime rate will be paid to an employee who is called back to work after having left the premises on completion of his regular shift.
- 16.02 Additional or successive call backs commencing and concluding within the three hour period shall be regarded as part of the original call back.
- 16.03 Continuous extension of a call back beyond the three (3) hour period shall be paid for at overtime rate for the actual hours worked, up to the commencement of the employee's regularly scheduled shift, at which point the employee's straight-time rate will prevail.
- 16.04 An employee required to be on standby shall receive the rate prevailing in the Collective Agreement between the Region and the Canadian Union of Public Employees and its Local 1785.

- 16.05 Employees who are assigned to a rotating shift schedule will be paid a shift premium if the shift commences between the hours of twelve (12) noon and two (2) a.m. The shift premium shall be seventy eight cents (78) per hour for the full shift.

ARTICLE 17 - CLOTHING AND EQUIPMENT

- 17.01 Day Care Centre employees, Printing Section staff, Building Maintenance staff, Stockkeepers, the Stockkeeper Co-ordinator and the Courier shall be provided with two smocks or two uniforms to be replaced as necessary. Such equipment shall remain the property of the Region.
- 17.02 Employees will be supplied with required tools and equipment to perform their duties as determined by the department head. Such tools shall remain the property of the Region.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 The Region may grant leave of absence for personal reasons, of up to three (3) consecutive months, without pay and without loss of seniority or occupational classification, to any employee requesting such leave. Such request shall be in writing and each case to be dealt with on its merit.
- 18.02 All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave. A written reply shall be given within five (5) days of such request.
- Leave of absence without pay or loss of seniority for attendance at Union Conferences, seminars and conventions will be granted to not more than six (6) employees at any one time for a period not to exceed eighty (80) man days cumulative in any one year, and not more than one (1) employee from a department at a time where it would disrupt the operation of a department.
- 18.03 Except as otherwise stated, an employee may only accumulate seniority during the first three (3) months of a granted leave of absence.
- 18.04 An employee shall be granted time off for bereavement leave, without loss of pay, according to the schedule below, following the date of death, for attendance at, or arranging for, the funeral of:
- (i) an employee's spouse or child, up to seven (7) consecutive days;

- (ii) a father, mother, father-in-law, mother-in-law, sister or brother, up to three (3) consecutive days:
 - (iii) an employee's grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild, up to two (2) consecutive days.
 - (iv) an additional two (2) days travelling time, without pay, may be granted by the Department Head to permit the employee to attend a funeral in the family that is to be held at a distant point.
- 18.05 Upon written request accompanied by a physician's statement submitted by an employee with a minimum of thirteen (13) weeks service, the Region agrees to grant up to six (6) months' leave of absence without pay, but without loss of job classification, for pregnancy or adoption. Seniority shall continue to accumulate during such leave. Parental Leave, as granted under the Employment Standards Act, shall be deemed to commence on the beginning of the eighteenth (18th) week of the pregnancy leave for the purpose of this clause.
- 18.06 The employee is to provide the Region with at least two (2) weeks notice of the date of her return from pregnancy or adoption or parental leave of absence.
- 18.07 Extension of welfare coverage is available to employees who are on approved leave of absence, provided the required contribution of one hundred (100) percent is paid monthly by the employee in advance of the beginning of every month except as modified by the Employment Standards Act.
- 18.08 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits, for this purpose. The Region shall pay the employee his full basic wage or salary for the period of such service, provided that the employee shall turn over to the Region at the Human Resources Department the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment therefore.
- 18.09 The Region may grant leave of absence of up to one (1) month without pay and without loss of seniority or occupational classification to allow any employee to be a candidate in a federal, provincial or municipal election.
- 18.10 The Region may grant leave of absence of up to one (1) year without pay and without loss of accrued seniority or occupational classification to any employee to serve in a full-time position with the Canadian Union of Public Employees or

any Provincial or National body with which the Union is affiliated. Such leave may be renewed each year upon request.

- 18.11 In the event of an emergency involving serious illness in his family, an employee may be granted up to one (1) day off per year with pay to deal with the emergency.

ARTICLE 19 - DESIGNATED HOLIDAYS

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

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

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

Employees in Day Care shall work on Remembrance Day and have full day holidays on Christmas Eve and New Year's Eve.

- 19.02 To be eligible for holiday pay an employee must work his full scheduled shift immediately preceding and his full scheduled shift immediately following the holiday. Payment for the holiday shall be one day's pay at the employee's straight-time rate.
- 19.03 Where absence on either or both of the qualifying working shifts in para. 19.02 is either with the written permission of the department head or is due to illness attested to by a physician's certificate, payment will be made. When an employee is on a leave of absence without pay or sick leave without pay in excess of one (1) month he shall not be paid for any designated holiday(s) falling within the period of leave of absence or sick leave without pay.
- 19.04 When any of the above holidays fall on a Saturday or Sunday, the Friday

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

ARTICLE 20 - VACATIONS WITH PAY

- 20.01 All regular employees will receive vacation with pay in accordance with the following schedule.
- (a) Less than one (1) year of service, one (1) day per month of service to a maximum of ten (10) working days.
 - (b) One (1) year of service, but less than two (2) years of service, two (2) weeks.
 - (c) Two (2) years of service, but less than four (4) years of service, two (2) weeks and three (3) days.
 - (d) Four (4) years of service, but less than ten (10) years of service, three (3) weeks.
 - (e) Ten (10) years of service, but less than seventeen (17) years of service, four (4) weeks.
 - (f) Seventeen (17) years of service, but less than twenty-five (25) years of service, five (5) weeks.
 - (g) Twenty-five (25) or more years of service, six (6) weeks.
- 20.02 All regular employees shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to May 31 of that same calendar year except that an employee shall become entitled to increased vacation entitlement after January 1st in the calendar year in which the second or subsequent anniversary of service falls.
- 20.03 Vacations may be carried over from year to year upon approval by the Department Head.
- 20.04 Temporary employees shall be paid four (4) percent of their earnings in lieu of time off except that a temporary employee who succeeds in obtaining a regular

position will be given the option of taking four percent (4%) in payment or taking the appropriate time off.

- 20.05 If a paid designated holiday falls during an employee's vacation, he shall be granted an additional day's vacation at a time mutually agreed to between the employee and the department head.
- 20.06 An employee who is on leave of absence without pay in excess of three (3) months shall receive a vacation with pay pro-rated to time worked.

ARTICLE 21 - SICK LEAVE

- 21.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 21.02 All regular employees shall be entitled to one and one-half (1-1/2) days sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such employees.
- 21.03 All regular employees shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary employees shall not be entitled to such credits until they become regular employees, at which time sick leave credits will be established as of the date of hiring, except that probationary employees may draw an advance on their accumulations. Eligible employees will be advised of their accumulated sick leave credit days as of December 31st of each year, by means of a slip attached to their pay cheque.
- 21.04 Employees absent from work in excess of three (3) working days due to medical reasons must submit a medical physician's certificate to cover the absence, and may at the discretion of the department head be required to produce a physician's statement to cover any shorter period of absence due to medical reasons. Normally the physician's statement to cover absences of three (3) days or less will be asked for in advance.

- 21.05 Any regular employee who has had at least five (5) years of continuous service shall, upon termination of his employment for any reason, be entitled to a sick leave gratuity equal to his salary at the time of such termination of service, for one-half (½) of the number of days of sick leave standing to his credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of his salary at that date.
- 21.06 Sick leave entitlement and accumulation shall not apply to maternity leaves of absence.
- 21.07 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Workers' Compensation Board, the period of absence to be charged against his sick leave credit shall be reduced to give effect only to the net salary paid by the Region to such employee with respect to such absence.
- 21.08 No wage payments shall be made to an employee claiming compensation beyond the limit of his credit on sick leave, unless or until an award has been made by the Workers' Compensation Board.

ARTICLE 22 - BENEFITS

- 22.01 The Region will provide the following employee benefit program with premiums payable by the Region, except as noted, to all full-time regular employees:
- (a) Life Insurance - twice basic annual salary to a maximum insured amount of \$120,000. Coverage to commence from sixth month of service.
 - (b) Paid-up Life Insurance Policy for retired employees at age 65 or after achieving a magic number of 90 \$2,000.00.
 - (c) Accidental Death and Dismemberment insurance equal to employees's Life Insurance. Coverage to commence from sixth month of service.
 - (d) Major Medical insurance to commence from third month of service and to provide:
 - (i) Semi-private hospital coverage, no deductible.

- (ii) Drug Plan - \$20.00 deductible single; \$35.00 deductible family; 100% reimbursement thereafter, no maximum limit. This will include prescription glasses with a \$175 maximum over each 2 year period.
 - (iii) Extended Benefits (ambulance, nurses, etc.)
 - (iv) O.H.I.P. coverage.
- (e) Long Term Disability - payable at 66-2/3% of basic earnings (fully integrated with government benefits) to a maximum of \$3,200 per month - benefits to commence from 181st day of disability. Coverage to commence from the sixth (6th) month of service.
- (f) Dental Plan - Coverage to commence from sixth (6th) month of service.
- Basic** - no co-insurance
 - Endodontal and Periodontal**- co-insurance with plan paying 75% and employee 25%
 - Orthodontal** - co-insurance with plan paying 50% and employee 50%, dependent children only, lifetime maximum of \$1,750 per child.
 - Major Restorative** - co-insurance with plan paying 50% and employee 50%.
 - Annual Maximum** - for all dental benefits is \$1,750 per insured person.
 - Premiums** - for the entire Dental Plan to be shared 5% by the employee and 95% by the Region.

22.02 For Temporary Employees

Such employees shall be entitled on an optional basis to participate in the Major Medical insurance plan (para. 22.01 (d) only.)

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

22.04 Pensions

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

Regular full-time employees must participate in O.M.E.R.S. The Region and employees shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan.

- 22.05 Employees who retire early (before age 65) and achieve a magic number of 90 or have at least 15 years of service at the time of retirement and who take a retirement pension, will now be provided with Extended Health (drugs, semi-private hospital and vision care), the Dental Plan and O.H.I.P. coverages up to age 65. The cost of this program is paid by the Region except for the 5% premium cost sharing on the dental plan.

ARTICLE 23 - JOB CLASSIFICATIONS

- 23.01 Where the Region has determined that a new classification is required within the bargaining unit, or where the Region has made extensive changes in the duties of an existing classification and has established the rate for such job, the Region will negotiate the same with the Union.
- 23.02 In the event that the parties fail to agree on the rate, and the Region proceeds to establish a rate, the Union may institute a grievance with respect to the rate under Step 2 of the Grievance Procedure, provided that any grievance as to the rate is filed within fifteen (15) working days from the date of notification of the rate to the Union.
- 23.03 If any grievance hereunder proceeds to Arbitration, the Arbitration Board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

ARTICLE 24 - COPIES OF AGREEMENT

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

ARTICLE 25 - VEHICLE ALLOWANCE

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

- (1) 1,000 kilometres to 5,000 kilometres annually effective April 1, 1998 \$165 per month flat rate; effective April 1, 1999 \$169 per month flat rate; and effective April 1, 2000 \$173 per month flat rate.
- (2) 5,001 kilometres to 8,000 kilometres annually effective April 1, 1998 \$236 per month flat rate; effective April 1, 1999 \$242 per month flat rate; and effective April 1, 2000 \$248 per month flat rate.
- (3) 8,001 kilometres to 12,000 kilometres annually effective April 1, 1998 \$363 per month flat rate; effective April 1, 1999 \$372 per month flat rate; and effective April 1, 2000 \$382 per month flat rate.
- (4) 12,001 kilometres to 16,000 kilometres annually effective April 1, 1998 \$453 per month flat rate; effective April 1, 1999 \$464 per month flat rate; and effective April 1, 2000 \$476 per month flat rate.
- (5) 16,001 kilometres to 20,000 kilometres annually effective April 1, 1998 \$580 per month flat rate; effective April 1, 1999 \$595 per month flat rate; and effective April 1, 2000 \$610 per month flat rate.

1 kilometre (km) = 0.6214 miles

1 mile = 1.6093 kilometres

25.02 All other employees who would not normally require a car to perform their duties, those employees who drive less than 1,000 km per year and temporary employees, shall be reimbursed for occasional travel at the rate of 36.6 cents per kilometre effective April 1, 1998; 37.5 cents per kilometre effective April 1, 1999 and 38.4 cents per kilometre effective April 1, 2000. The parties agree that this clause shall also cover payment for designated employees on temporary transfer who shall be paid for all kilometres travelled in excess of their normal home - work trip.

- 25.03 Employees who are required to use their automobile will be designated by their respective department head on a list which will indicate their appropriate vehicle allowance category.
- 25.04 An employee who drives in excess of his/her category shall receive the casual rate for mileage driven in excess of the category.
- 25.05 An employee who drives less mileage than his/her category shall pay back to the Region the casual rate per kilometre for all kilometres less than the category calls for.

ARTICLE 26 - RELIEVING IN OTHER GRADES

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

ARTICLE 27 - GENERAL

- 27.01 Management staff shall not work on any jobs which are normally done by persons within the bargaining unit, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.
- 27.02 The Union shall be notified of all hirings, layoffs, recalls, and terminations of employment, with respect to positions covered by the Collective Agreement.
- 27.03 Supplementary Agreements, if any, shall, where so designated, form part of this Agreement and are subject to the grievance and arbitration procedure.
- 27.04 The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee with three (3) years service is displaced from his job by technological change, the Region will take one or a combination of the following actions:
- (a) Relocate the employee in another job in his area of competency, if such is available within the Region.
 - (b) If (a) is not possible, but a position is available for which the employee

could be retrained within a period of six (6) months, assume responsibility for the retraining of the employee.

- (c) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide him with six (6) months notice of termination and provide him with a separation settlement of one week's salary per year of service.
- (d) Should there be an introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the senior employees in the classification involved, provided they are trainable.

27.05 The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided.

In order to give the Union the opportunity to make representation to the Region with respect to issues which concern the security of the bargaining unit or of the employees, the Region shall in respect to the contracting out of work which would

- (a) result in the lay-off of a regular employee or,
- (b) cause a regular employee to be re-assigned indefinitely to different duties, provide the Union with the minimum of six (6) weeks written notice except where unforeseen circumstances make such notice impractical or unworkable.

During the notice period, the Union shall be given the opportunity to make representation to the appropriate standing committee and Regional Council with respect to the contracting out of the work in question, and the Region shall make available to the Union any material of a non-confidential nature being examined in support of its decision to contract out the work.

In the event that a regular employee is displaced from his job by the contracting out of work, the Region will take one or a combination of the actions as set out in paragraph 27.04 (a) (b) (c) only.

ARTICLE 28 - WAGE SCHEDULE AND CLASSIFICATIONS

- 28.01 The occupational classifications and the corresponding wage rates set out in Appendices "A", "B" and "C" attached to this Agreement, are hereby established as the classifications and wage rates for the employees covered by this Agreement.
- 28.02 The parties agree that where incumbents are presently earning in excess of the wages shown in any classification, their increases shall be equal to that of the base rate for the applicable classification.
- 28.03 The start rate applicable to each Job Classification on Appendices "A" and B" shall be 95% of the Job Rate and the employee shall progress from the Start Rate to the Job Rate after the completion of the probationary period except the Caseworker 2 classification who shall progress to the Job Rate after one (1) year.

ARTICLE 29 - EMPLOYEE DEFINITIONS

29.01 Employee

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

29.02 Probationary Employee

Probationary employees are those hired for regular full-time positions, and who have not completed probationary service of six (6) continuous calendar months. Such employees shall not be subject to the provisions of this Agreement except for: - Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 9 - Safety; Article 14 - Hours of Work; Article 15 - Overtime; Article 16 - Call Back and Standby; Clause 18.04 of Article 18 - Leave of Absence; Article 19 - Designated Holidays; Article 20 - Vacations; Article 21 - Sick Leave; Article 22 - Benefits & Pensions; Article 25 - Vehicle Allowance; Article 26 - Relieving In Other Grades; Article 28 - Wage Schedule & Classifications; and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final. Absence in excess of ten (10) working days for any reason during probationary service shall be added to

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

29.03 Temporary Employee

A temporary employee is a person hired for work on projects for a period of not more than six (6) calendar months, or not more than nine (9) calendar months where necessary in the case of replacement for maternity leave of absence, or for such longer period as may be mutually arranged by the parties to this Agreement. Such employee shall not be subject to the provisions of this Agreement except for: - Article 2 - Management Functions; Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 9 - Safety; Article 14 - Hours of Work; Article 15 - Overtime; Article 16 - Call Back and Standby; Article 19 - Designated Holidays; para. 20.04 of Article 20 - Vacations; para. 22.02 of Article 22 - Benefits & Pensions; Article 25 - Vehicle Allowance; Article 28 - Wage Schedule & Classifications; and other than these Articles shall not have recourse to the grievance procedure or arbitration during his employment or upon termination thereof. Such employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final.

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

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

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

29.04 Part-time Employee

A part-time employee is a person who is regularly employed for more than twenty-four (24) hours per week but less than the normal weekly hours of work for their job classification except in the Department of Health Services where any employee who is regularly employed for less than the normal hours of work for their job classification shall be considered a part-time employee. Such employees shall be subject to the provisions of this Agreement in the same manner as regular employees except for: -

- (i) Paras. 10.01 and 10.02 of Article 10 - Seniority. Instead a part-time employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of entry into the bargaining unit during which time the probationary part-time employee shall not have recourse to the grievance procedure or arbitration in the event of disciplinary action or termination of services. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final. Seniority shall be a factor in determining promotions, transfers, demotions, layoffs (as defined for part-time employees) and recalls. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in the Collective Agreement.
- (ii) Article 11 - Layoff and Recall, which shall apply in full except it is agreed that due to the absence of a defined week work schedule for part-time employees, shifts for which the part-time employee is not required for work shall not be considered as a layoff.
- (iii) Paras. 15.01, 15.02, 15.03, and 15.04 of Article 15 - Overtime. Instead, part-time employees shall be paid overtime at the rate of one and one half times their straight time rate for hours worked in excess of the normal daily hours for their job classification or for shifts worked in excess of ten per pay period or for time worked on a designated holiday.
- (iv) Article 16 - Call Back And Standby.
- (v) Article 20 - Vacations With Pay. Instead, part-time employees shall be paid a percentage of their earnings in lieu of time off for vacations according to the following schedule: -
 - (a) Less than two (2) years of service - 4%
 - (b) Two (2) to four (4) years of service - 5%

- (c) Four (4) to ten (10) years of service - 6%
- (d) Ten (10) to twenty (20) years of service - 8%
- (e) Twenty (20) or more years of service - 10%
- (vi) Article 21 - Sick Leave.
- (vii) Article 22 - Benefits and Pensions, except that part-time employees shall be entitled on an optional basis to participate in the major medical insurance plan (para. 22.01 (d)) and pension plan (para. 22.04) only.
- (viii) Article 26 - Relieving In Other Grades.

29.05 Incentive Employees

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

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

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement shall be binding and shall remain in effect from the 1st day of April, 1998 until the 31st day of March 2001 and shall continue in force from year to year thereafter unless notice of intention to revise or terminate the Agreement is given in writing by either party to the other party within the period of ninety (90) days and thirty (30) days prior to the expiry date of this Agreement.

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

APPENDIX "A"

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

GENERAL ADMINISTRATION

Job Classification	April 1, 1998		April 1, 1999		April 1, 2000	
	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
Cleaner	24,765	26,068	25,384	26,720	26,019	27,388
Caretaker	29,534	31,088	30,272	31,865	31,029	32,662
Maintenance Caretaker	32,745	34,469	33,564	35,331	34,404	36,214
Clerk-typist	25,854	27,215	26,501	27,895	27,163	28,592
Clerk-Stenographer	27,527	28,976	28,215	29,700	28,920	30,443
Switchboard Operator	26,358	27,745	27,017	28,439	27,692	29,150
Secretary	30,746	32,364	31,514	33,173	32,302	34,002
Clerk 1	22,381	23,559	22,941	24,148	23,514	24,752
Clerk 2	25,854	27,215	26,501	27,895	27,163	28,592
Clerk 3	28,739	30,251	29,457	31,007	30,193	31,782
Accounting Clerk 1	23,973	25,234	24,572	25,865	25,186	26,512
Accounting Clerk 2	29,722	31,286	30,465	32,068	31,226	32,870
Accounting Clerk 3	30,329	31,925	31,087	32,723	31,864	33,541
Committee Secretary	33,089	34,831	33,917	35,702	34,765	36,595
Assistant Sec.-Treasurer/ Land Division Committee	34,415	36,227	35,276	37,133	36,158	38,061
Records Analyst	33,089	34,831	33,917	35,702	34,765	36,595
Coordinator, Plans and Oper.	49,441	52,043	50,677	53,344	51,944	54,678
Coordinator, Training & Ed.	49,441	52,043	50,677	53,344	51,944	54,678

APPENDIX "A"

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

FINANCE DEPARTMENT

Job Classification	April 1, 1998		April 1, 1999		April 1, 2000	
	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
Budget Coordinator	52,811	55,590	54,131	56,980	55,484	58,405
Financial Analyst 1	33,580	35,347	34,419	36,231	35,280	37,137
Financial Analyst 2	39,420	41,495	40,406	42,532	41,416	43,595
Snr. Financial Analyst 1	44,426	46,765	45,537	47,934	46,676	49,132
Snr. Financial Analyst 2	51,129	53,820	52,407	55,166	53,718	56,545
Economic Analyst 1	52,811	55,590	54,131	56,980	55,484	58,405
Economic Analyst 2	57,866	60,911	59,312	62,434	60,795	63,995
Mail Clerk 22,381	23,559	22,941	24,148	23,514	24,752	
Printing Clerk	27,527	28,976	28,215	29,700	28,920	30,443
Printing Coordinator	36,564	38,488	37,478	39,450	38,414	40,436
Expediter-Buyer	32,745	34,469	33,564	35,331	34,404	36,214
Buyer	39,420	41,495	40,406	42,532	41,416	43,595
Materials Coordinator	42,670	44,916	43,737	46,039	44,830	47,190
Meter Reader	30,329	31,925	31,087	32,723	31,864	33,541
Collector	30,329	31,925	31,087	32,723	31,864	33,541

APPENDIX "A"

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

INFORMATION SYSTEMS

Job Classification	April 1, 1998		April 1, 1999		April 1, 2000	
	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
Data Entry Operator	26,358	27,745	27,017	28,439	27,692	29,150
Lead Data Entry Operator	30,329	31,925	31,087	32,723	31,864	33,541
Computer Operator 1	28,739	30,251	29,457	31,007	30,193	31,782
Computer Operator 2	32,745	34,469	33,564	35,331	34,404	36,214
Programmer	39,420	41,495	40,406	42,532	41,416	43,595
Programmer Analyst	44,426	46,765	45,537	47,934	46,676	49,132
Design Analyst	32,745	34,469	33,564	35,331	34,404	36,214
Systems Analyst	51,129	53,820	52,407	55,166	53,718	56,545
Systems Support Specialist	39,420	41,495	40,406	42,532	41,416	43,595
Computer Support Rep.	32,745	34,469	33,564	35,331	34,404	36,214
Network Administrator	44,426	46,765	45,537	47,934	46,676	49,132
Network Systems Specialist	49,441	52,043	50,677	53,344	51,944	54,678

APPENDIX "A"

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

PLANNING DEPARTMENT

Job Classification	April 1, 1998		April 1, 1999		April 1, 2000	
	<u>Start</u> <u>Rate</u>	<u>Job</u> <u>Rate</u>	<u>Start</u> <u>Rate</u>	<u>Job</u> <u>Rate</u>	<u>Start</u> <u>Rate</u>	<u>Job</u> <u>Rate</u>
Snr. Planner 1	52,811	55,590	54,131	56,980	55,484	58,405
Snr. Planner 2	57,866	60,911	59,312	62,434	60,795	63,995
Planner 1	42,756	45,006	43,825	46,131	44,920	47,284
Planner 2	47,765	50,279	48,959	51,536	50,183	52,824
Planning Technician 1	36,080	37,979	36,982	38,928	37,906	39,901
Planning Technician 2	39,420	41,495	40,406	42,532	41,416	43,595
Planning Draftsman 1	29,534	31,088	30,272	31,865	31,029	32,662
Planning Draftsman 2	32,745	34,469	33,564	35,331	34,404	36,214
Planning Draftsman 3	36,080	37,979	36,982	38,928	37,906	39,901

APPENDIX "A"

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

SOCIAL SERVICES DEPARTMENT

Job Classification	April 1, 1998		April 1, 1999		April 1, 2000	
	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
Assistant Supervisor						
Admin. Services	36,080	37,979	36,982	38,928	37,907	39,901
Case Worker 2	36,080	37,979	36,982	38,928	37,907	39,901
Case Worker 3	42,756	45,006	43,825	46,131	44,920	47,284
Case Worker 4	46,846	49,311	48,017	50,544	49,217	51,808
Child Care Aide	24,371	25,653	24,980	26,294	25,604	26,951
Early Childhood Assistant	27,527	28,976	28,215	29,700	28,920	30,443
Early Childhood Educator 1	29,722	31,286	30,465	32,068	31,226	32,870
Early Childhood Educator 2	36,080	37,979	36,982	38,928	37,906	39,901
Assistant Supervisor, Daycare	36,080	37,979	36,982	38,928	37,906	39,901
Playschool Coordinator	36,080	37,979	36,982	38,928	37,906	39,901
Home Child Care Visitor	36,080	37,979	36,982	38,928	37,906	39,901
Ont. Works Coordinator (Children's Services)	36,080	37,979	36,982	38,928	37,906	39,901
Job Development Coordinator	36,080	37,979	36,982	38,928	37,906	39,901
Behavioural Consultant 1	27,949	29,420	28,648	30,156	29,364	30,910
Behavioural Consultant 2	37,963	39,961	38,912	40,960	39,885	41,984
Gen. Asst. Term. Operator	29,534	31,088	30,272	31,865	31,029	32,662
Employment Counsellor	36,080	37,979	36,982	38,928	37,906	39,901
Staff Dev. Coordinator	34,415	36,227	35,276	37,133	36,158	38,061
Policy Analyst	52,811	55,590	54,131	56,980	55,484	58,405
Family Support Workers	42,756	45,006	43,825	46,131	44,920	47,284

APPENDIX "A"

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COVERING JOB CLASSIFICATIONS NORMALLY WORKING 35 HOURS PER WEEK**

WORKS DEPARTMENT

Job Classification	April 1, 1998		April 1, 1999		April 1, 2000	
	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
Design Draftsman 1	29,534	31,088	30,272	31,865	31,029	32,662
Design Draftsman 2	34,415	36,227	35,276	37,133	36,158	38,061
Design Draftsman 3	39,420	41,495	40,406	42,532	41,416	43,595
Design Draftsman 4	42,756	45,006	43,825	46,131	44,920	47,284
Operations Tech. 1	32,745	34,469	33,564	35,331	34,404	36,214
Operations Tech. 2	37,751	39,738	38,695	40,731	39,662	41,749
Operations Tech. 3	44,426	46,765	45,537	47,934	46,676	49,132
Operations Tech. 4	51,129	53,820	52,407	55,166	53,718	56,545
Traffic Clerk	30,329	31,925	31,087	32,723	31,864	33,541
Technical Assistant	32,745	34,469	33,564	35,331	34,404	36,214
Engineering Tech. 1	41,090	43,252	42,117	44,333	43,169	45,441
Engineering Tech. 2	46,092	48,518	47,244	49,731	48,426	50,974
Engineering Tech. 3	49,441	52,043	50,677	53,344	51,944	54,678
Senior Works Analyst	37,751	39,738	38,695	40,731	39,662	41,749
Real Estate Technician	37,751	39,738	38,695	40,731	39,662	41,749
Appraiser-Negotiator 1	47,765	50,279	48,959	51,536	50,183	52,824
Appraiser-Negotiator 2	49,441	52,043	50,677	53,344	51,944	54,678
Projects Coordinator	38,873	40,919	39,845	41,942	40,841	42,991
Lab Group Leader	49,441	52,043	50,677	53,344	51,944	54,678
Lab Technician 1	32,745	34,469	33,564	35,331	34,404	36,214
Lab Technician 2	37,751	39,738	38,695	40,731	39,662	41,749
Lab Technician 3	44,426	46,765	45,537	47,934	46,676	49,132
Real Estate Co-ordinator	49,441	52,043	50,677	53,344	51,944	54,678

APPENDIX "B"

**TO AN AGREEMENT BETWEEN THE REGIONAL MUNICIPALITY OF DURHAM
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #1764
COVERING JOB CLASSIFICATIONS NORMALLY WORKING 40 HOURS PER WEEK**

FINANCE DEPARTMENT

Job Classification	April 1, 1998		April 1, 1999		April 1, 2000	
	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
Courier	29,534	31,088	30,272	31,865	31,029	32,662

WORKS DEPARTMENT

Contracts Technician 1	37,416	39,385	38,351	40,370	39,310	41,379
Contracts Technician 2	45,051	47,422	46,177	48,608	47,331	49,823
Stockkeeper	31,453	33,108	32,239	33,936	33,045	34,784
Stockkeeper Coordinator	33,957	35,744	34,806	36,638	35,676	37,554
Rodman	29,534	31,088	30,272	31,865	31,029	32,662
Instrumentman	35,308	37,166	36,190	38,095	37,095	39,047
Party Chief	43,383	45,666	44,467	46,808	45,579	47,978
Inspector 1	34,415	36,227	35,276	37,133	36,158	38,061
Inspector 2	39,799	41,894	40,794	42,941	41,814	44,015
Inspector 3	45,179	47,557	46,309	48,746	47,466	49,965
District Clerk	34,415	36,227	35,276	37,133	36,158	38,061
District Technician	44,426	46,765	45,537	47,934	46,676	49,132
Traffic Ops. Tech. 1	30,832	32,455	31,603	33,266	32,393	34,098
Traffic Ops. Tech. 2	36,720	38,653	37,638	39,619	38,579	40,609
Traffic Ops. Tech. 3	44,426	46,765	45,537	47,934	46,676	49,132
Traffic Ops. Tech. 4	48,615	51,174	49,831	52,453	51,076	53,764
Maintenance Scheduler	34,415	36,227	35,276	37,133	36,158	38,061
Assistant Inspector	29,321	30,864	30,054	31,636	30,806	32,427

APPENDIX "C"

JOB CLASSIFICATION	EFFECTIVE DATES	Start	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.	6th Yr.	7th Yr.
Sr. Public Health									
Inspector.....	April 1, 1998.....					46,911.....			
	April 1, 1999.....					48,084.....			
	April 1, 2000.....					49,286.....			
Epidemiologist.....	April 1, 1998	47,074	48,336	49,604	50,869	52,127	53,473	55,590	
	April 1, 1999	48,251	49,544	50,844	52,141	53,430	54,810	56,980	
	April 1, 2000	49,457	50,783	52,115	53,445	54,766	56,180	58,405	
Public Health Insp.									
Social Worker									
Physiotherapist									
Occupational Therapist									
Health Promotion Coordinator									
Nutritionist									
Speech Pathologist.....	April 1, 1998	38,322	39,350	40,382	41,404	42,436	43,531	45,256	
	April 1, 1999	39,280	40,334	41,391	42,439	43,497	44,619	46,387	
	April 1, 2000	40,262	41,342	42,426	43,500	44,585	45,734	47,547	
Sr. Infant Development									
Consultant.....	April 1, 1998	39,021	40,134	41,241	42,354	43,463			
	April 1, 1999	39,997	41,137	42,272	43,413	44,550			
	April 1, 2000	40,997	42,165	43,329	44,498	45,664			
Infant Development									
Consultant.....	April 1, 1998	33,377	34,408	35,439	36,467	37,502			
	April 1, 1999	34,211	35,268	36,325	37,379	38,440			
	April 1, 2000	35,066	36,150	37,233	38,313	39,401			
Dental Hygienist.....	April 1, 1998	32,120	33,145	34,230	35,840				

	April 1, 1999	32,923	33,974	35,086	36,736
	April 1, 2000	33,746	34,823	35,963	37,654
Sr. Dental Hygienist...	April 1, 1998	32,119	35,123	36,274	37,979
	April 1, 1999	32,922	36,001	37,181	38,928
	April 1, 2000	33,745	36,901	38,111	39,901
Reg. Nursing Asst.....	April 1, 1998	23,922	25,360		
	April 1, 1999	24,520	25,994		
	April 1, 2000	25,133	26,644		
Dental Assistant (Uncert.).....	April 1, 1998	23,510	24,939		
	April 1, 1999	24,098	25,562		
	April 1, 2000	24,700	26,201		
Dental Assistant (Cert.).....	April 1, 1998	27,422	28,976		
	April 1, 1999	28,108	29,700		
	April 1, 2000	28,811	30,443		

APPENDIX "D"

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

1. All employees of the Traffic Operations Division who customarily work out of the Oshawa-Whitby Depot are included.
2. The hours of work will be adjusted to average eighty (80) hours in each two (2) week period. During the two (2) week cycle each employee will work nine (9) hours each day between the hours of 7:00 a.m. and 4:30 p.m. on Monday to Thursday of the first week of the cycle; eight (8) hours between the hours of 7:00 a.m. and 3:30 p.m. on Friday of the first week of the cycle; nine (9) hours each day between the hours of 7:00 a.m. and 4:30 p.m. on Monday to Thursday of the second week of the cycle (including a one-half (1/2) unpaid hour off for lunch in each case) and have the second Friday of each two (2) week cycle as a day off.
3. The Region will designate when the cycle is to commence for each employee. Since it may be necessary to have some employees working on each Friday groups of employees may be placed on alternate cycles. Assignment to the cycles and any adjustments required to meet operational needs will be the sole prerogative of management. Nothing in this Memorandum in any way restricts the Region's ability to establish shifts as set out in paragraph 14.02.
4. Overtime will be paid for any hours worked beyond the normal hours set out above at the rates provided in the Collective Agreement.
5. Employees who have time off due to illness will have the following debits made to their sick leave accumulation.
 - C For one (1) nine (9) hour day off - one and one-quarter (1-1/4) days debit
 - C For two (2) nine (9) hour days off without returning to work - two and one-quarter (2-1/4) days debit
 - C For three (3) nine (9) hour days off without returning to work - three and one-half (3-1/2) days debit
 - C For four (4) nine (9) hour days off without returning to work - four and one-half (4-1/2) days debit
 - C For five (5) nine (9) hour days off without returning to work - five and three-quarters (5-3/4) days debit
 - C For six (6) nine (9) hour days off without returning to work - six and three-quarters (6-3/4) days debit
 - C For seven (7) nine hour days off without returning to work
- eight (8) days debit

- C For eight (8) nine (9) hour days off without returning to work - nine (9) days debit
- C For the entire two (2) week cycle - ten (10) days debit

6. An employee who takes a vacation during the first week of his cycle (during which he would normally work four (4) nine (9) hour days and one (1) eight (8) hour day) would be required to use five and one-half (5-1/2) days of vacation. The employee who takes vacation during the second week of his cycle (during which he normally works four (4) nine (9) hour days) would be required to use four and one-half (4-1/2) days of vacation. Any other vacation period would be accounted for on the basis of one (1) hour of vacation entitlement used for one (1) hour of vacation taken.
7. If a Designated Holiday falls during the cycle then the Friday of the first week would become a nine (9) hour day to make up the extra hour. If a Designated Holiday falls on a Friday then the preceding Thursday would be taken as the holiday for any employee who would normally have that Friday off.

SCHEDULE "1"

STEWARDS MAY BE APPOINTED BY THE UNION AS REPRESENTATIVES IN THE FOLLOWING AREAS:

- | | | |
|--|---|--|
| Works Department | - | (1) Design and Engineering Service and Land Purchase |
| | | (1) Construction and Administration |
| | | (1) Maintenance, Plant Operations and Traffic |
| Social Services Department | - | (2) Clerical |
| | | (1) per General Welfare Office |
| | | (1) Clerical - Homes For The Aged |
| | | (1) Gibb Street |
| | | (1) Lakewoods |
| | | (1) Whitby |
| | | (1) Pickering |
| | | (1) Ajax |
| | | (1) Bowmanville |
| Planning Department | - | (1) Professional Staff |
| | | (1) Non-Professional Staff |
| Finance Department | - | (2) |
| Headquarters Building
(605 Rossland Road) | - | (1) Day Staff |
| | | (1) Night Staff |
| Health Services Department | - | (2) Whitby Mall |
| | | (2) Oshawa Centre |
| | | (3) Ajax |
| | | (1) Uxbridge |
| | | (1) Bowmanville |
| | | (1) Whitby |

One Chief Steward may be elected in addition to the above number.

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

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

The parties hereby agree that the following shall form part of the Collective Agreement between the parties

If the Region is successful in registering the Sick Leave Plan with Unemployment Insurance Canada it is agreed that the total premium reduction will accrue to the Region to offset increased benefit costs.

Dated at Whitby, Ontario this day of , 1998.

For the Regional
Municipality of
Durham

For the Canadian
Union of Public
Employees

For Local 1764

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

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

The parties agree that the job classification of Case Worker 4 shall not be assigned to or filled by more than one (1) employee at any time.

It is also agreed that the job classification of Nursery School Teacher Graduate 2 shall be limited to one such position at each Regional Day Care Centre.

It is understood and accepted that the matters set forth in this Memorandum of Agreement form part of the Settlement and Collective Agreement between the parties.

Dated at Whitby, Ontario this day of , 1998.

For the Regional
Municipality of
Durham

For the Canadian
Union of Public
Employees

For Local 1764

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

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

Re: Modified Conditions of Employment in the
Department of Health Services

The conditions of employment outlined elsewhere in the Collective Agreement will be as modified in this Memorandum of Agreement for employees in the Department of Health Services.

Accordingly, this Memorandum of Agreement forms a part of the Collective Agreement between the parties. These modifications are:

1) Sick Leave for part-time employees

Part-time employees of record as of October 26, 1984 shall continue to receive Sick Leave credit according to past practice. Part-time employees hired after October 26, 1984 shall not be entitled to Sick Leave.

2) Vacation entitlement for Public Health
Inspectors and Dental Hygienists

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

3) Hours of work

The normal work week shall consist of five (5) days, Monday to Friday inclusive, and the normal work day shall consist of seven (7) hours except for Public Health Inspectors hired after July 1, 1981 whose

normal work week shall consist of five (5) consecutive days of seven (7) hours each in any week.

Employees required to work in excess of seven (7) hours per day or on a holiday or on days outside the normal work week as defined in the paragraph above shall be paid in accordance with Article 15 - Overtime and Article 16 - Call Back, Standby and Shift Premium, provided that such overtime is authorized.

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

4) "Grandfathered" vacation entitlement

Employees in the Department of Health Services who currently enjoy a "grandfathered" vacation entitlement of four weeks shall continue to have this entitlement.

Dated at Whitby, this day of , 1998.

For the Regional
Municipality of
Durham

For the Canadian
Union of Public
Employees

For Local 1764