



COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1785

April 1, 2017 – March 31, 2020

CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose	1
2	Management Functions	1
3	Recognition	2
4	Check-Off of Union Dues	2
5	No Discrimination	3
6	No Strike or Lockout	3
7	Representation	3
8	Grievance Procedure	5
9	Seniority	7
10	Lay-Off and Recall	8
11	Bulletin Boards	9
12	Job Postings and Procedures	9
13	Hours of Work	10
14	Shift Premium	11
15	Overtime	11
16	Standby and Call Back	13
17	Working Conditions	13
18	Leave of Absence	14
19	Designated Holidays	16
20	Vacations with Pay	17
21	Sick Leave	18
22	Benefits, Pension and Retirement	20
23	Job Classifications	22
24	Copies of Agreement	23
25	Vehicle Allowance	23
26	Relieving in Other Grades	23
27	General	24

CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
28 Wage Schedule and Classifications	25
29 Employee Definitions	26
30 Legal Indemnification	28
31 Duration of Agreement	29
 SCHEDULE "1"	
Re: Stewards	30
 APPENDIX "A"	
Wage Schedule	31
Wages and Qualifications Job Classification	33
 PROTECTIVE CLOTHING POLICY	 36
 MEMORANDUM OF AGREEMENT	
Re: Apprenticeship Program	38
Notice of Shift Change	39
Item Numbers 1 – 4	40
Transfers	41
Injured Workers	43
Safety Parkas for Fleet Mechanics	44
Job Sharing Agreement	45
Traffic Operations	49
Winter Maintenance Operations	51
Temporary Vacancies and Waste Management Employees ..	54
First Call Rotation	55
Expression of Interest Process for Plants	56
Overtime at the Depots	58
Overtime Planner at the Ajax Depot	59

THIS AGREEMENT made this 13th day of September, 2017

between

THE REGIONAL MUNICIPALITY OF DURHAM

(hereinafter called the "Region")

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 1785

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - MANAGEMENT FUNCTIONS

- 2.01 The Union recognizes that it is the function of the Region to:
- (1) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time regulations and practices to be observed by its employees.
 - (2) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Region by statute and/or by-laws of the Region.

- (3) Direct the working forces, including the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and retire employees.
- (4) Plan, direct and control the operations of the Region, and without restricting the generality of the foregoing, to introduce new methods, facilities, and equipment; to determine the number of employees to be employed, the work schedules, and the location of all facilities and equipment.

2.02 The Region agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein. No regular employee shall be disciplined or discharged without just cause.

ARTICLE 3 - RECOGNITION

- 3.01 The Region recognizes the Canadian Union of Public Employees and its Local 1785 as the sole and exclusive bargaining agent of all its employees as defined in the Ontario Labour Relations Board's declaration issued and dated October 21st, 1974, namely, all employees of the Regional Municipality of Durham in its Works Department save and except foremen and persons above the rank of foreman, office, clerical and technical staff, persons regularly employed for not more than twenty-four (24) hours per week.
- 3.02 The parties agree that the classification of Waste Disposal Clerk shall be included in the above bargaining unit.
- 3.03 Whenever the masculine pronoun is used in this Agreement, it includes the feminine pronoun, where the content so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice versa.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 All employees shall have monthly Union dues assessed by the Union on its members according to its constitution. Such dues shall be deducted by the Region each pay and shall be remitted by the fifteenth day of the following month to the Treasurer of the Union, with a list of the names of employees and their individual base salary rate from whom such deductions have been made. The Region shall be notified in writing at least sixty (60) calendar days prior to any required change in Union dues assessment and the Union shall be responsible for advising its members.

- 4.02 The Union shall be responsible for keeping the Region informed as to the name and address of the Treasurer.
- 4.03 The Union agrees to indemnify the Region and save it harmless from any grievance, claim or liability arising from or related to the operation of this Article.
- 4.04 The amount of Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either the union or the Employer or their representatives or members, because of an employee's membership or non-membership in the Union or activity or non-activity in the Union.

ARTICLE 6 - NO STRIKE OR LOCKOUT

- 6.01 In view of the procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there shall be no strike, picketing, slowdown or stoppage of work either complete or partial, or any interference with the operation of the Region, and the Region agrees that there shall be no lockout.

ARTICLE 7 - REPRESENTATION

- 7.01 The Region agrees to recognize the following Union representation:
 - (a) A Union Bargaining Committee of not more than seven (7) employees, whose function shall be to deal with matters (other than grievances) arising from or pertaining to the Collective Agreement.
 - (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 and stewards when a change occurs as soon as practicable. Similarly, the Region will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 7.02 The Union shall have the right to appoint Stewards to assist employees in the preparation of grievances, according to the grievance procedure. The number of Stewards shall be as set out in Schedule "1" per agreement of the parties, attached to and forming part of this Agreement.
- 7.03 It is agreed that members of the Union Committees per paragraph 7.01 and the Stewards per paragraph 7.02 shall be regular full-time employees.
- 7.04 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who may, on permission of the Commissioner of Human Resources, have access to the Region's premises to assist in the settlement of any dispute arising from the provisions of this Agreement.
- 7.05 The Union acknowledges that the Committee members and stewards must continue to perform their regular duties on behalf of the Region and that such persons shall not leave their duties for Union business without first obtaining the permission of their Department Head or his delegate, which permission shall not be unreasonably withheld. On the completion of the Union business, if time permits, the member or steward shall report back to the Department Head or his delegate or to any job to which the employee was previously directed, and give any reasonable explanation which may be requested with respect to his absence.
- 7.06 In accordance with this understanding, such employees will be compensated by the Region to the extent of their straight-time pay for such time spent in dealing with matters arising out of this Agreement, up to but not including matters arising from any arbitration proceedings or matters before an official third party.
- 7.07 Union business will be conducted, to the extent practical, outside regular working hours, and the Region reserves the right to withhold payment if the aforementioned Committee members and Stewards do not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

- 7.08 During the site orientation for newly hired employees, the Employer will give a member of the Union Executive or Steward, as per Schedule 1, 15 minutes to meet with all of the new members participating in the orientation. If there is no Union representative on site or not available during the orientation, the Employer will provide the member/s with a Union information package prepared by the Union.
- 7.09 The Employer will provide the Union President a mailing list of home addresses and telephone numbers of all current members. This list will be provided once a year after April 1st provided it remains legally permissible to do so. The list will be generated from the information the Employer has on file at the time and the Employer will not be held liable for the accuracy of the list, nor for the use of the information by the Union. The Union will maintain the privacy of these lists and shall indemnify and hold harmless the Employer for any such breach of privacy.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Differences or disputes arising between the Region and the employee shall be considered as grievances and shall be dealt with in the following manner, and all grievances shall be submitted and answered in writing, and shall state the Article(s) and Clause(s) in dispute, the nature of the grievance, the affected employee(s) and the remedy sought:

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

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

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

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

Step 3: The grievance shall be submitted to the Commissioner of Corporate Services or designate, who will meet with the Grievance Committee within ten (10) working days of the date of request for such meeting. The decision of the Commissioner of Corporate Services or designate 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 may be taken to arbitration within fifteen (15) working days, as defined in the Ontario Labour Relations Act.

- 8.02 Policy Grievance - where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.
- 8.03 The "days" referred to in this Article are normal working days, excluding Saturdays, Sundays and designated holidays.
- 8.04 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Agreement, nor deal with matters not covered by this Agreement.
- 8.05 Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent. A written request for valid reasons by either party for an extension to the time limits in this grievance procedure submitted prior to the time limit at the applicable Step of the grievance procedure shall not be unreasonably denied.
- 8.06 Supplementary Agreements, if any, shall, where so designated, form part of this Agreement and are subject to the grievance and arbitration procedure.
- 8.07 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- 8.08 It is understood that the Region may bring forward at any meeting held with the Union Bargaining Committee any complaint with respect to the conduct of the Union and that, if such complaint by the Region is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration.
- 8.09 Whenever the Region deems it necessary to issue a written warning, suspend or discharge an employee, the Region shall forward a copy of the disciplinary letter to the Secretary of the Union, within five (5) calendar days thereafter.

- 8.10 When an employee is discharged or suspended, he shall be given the reason in the presence of a Steward.
- 8.11 An employee who claims he has been unjustly discharged may institute an appeal at Step 3 of the grievance procedure, within five (5) working days of the effective date of discharge.
- 8.12 Should it be found during the grievance procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.
- 8.13 Any discipline will be removed from the record of an employee twenty-four (24) months following receipt of such discipline provided that such employee's record has been discipline free for that time.

ARTICLE 9 - SENIORITY

- 9.01 Seniority is defined as the length of service within the bargaining unit with the Region since the most recent date of hire, and shall be a factor in determining promotions, transfers, demotions, lay-offs and recalls. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in this Agreement.
- 9.02 An employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of hire. The conditions of employment with respect to probationary employees shall be as set out in Article 29 - Employee Definitions, paragraph 29.02.
- 9.03 An employee who satisfactorily completes the probationary employment shall be placed on the seniority list and will be credited with seniority at a date six (6) months prior to acquiring such seniority.
- 9.04 The Region shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year. Where two employees have the same seniority date, the employer and a representative from the Union shall place both names into a hat and pull out the names one at a time. The order in which the names are pulled out of the hat shall be the order in which the members will appear on the seniority list and thereby the order in which their seniority will be recognized.

9.05 Seniority shall be lost and employment terminated where an employee:

- (i) Voluntarily resigns.
- (ii) Is laid off and is not recalled to active employment within eighteen (18) calendar months, or one-half of the employee's seniority at the time of lay-off, whichever is the lesser.
- (iii) Fails to confirm his intention to return to work within five (5) working days after notice to return to work has been sent to him by registered mail to the last address on the Region's records, or fails to return to work within seven (7) working days from the date of such registered notice, unless a reason satisfactory to the Region is provided.
- (iv) Is absent from work in excess of three (3) working days without sufficient cause or without notifying his immediate supervisor.
- (v) Overstays an approved leave of absence and fails to obtain written extension from the Region.
- (vi) Is discharged for cause and is not reinstated by the grievance procedure.

9.06 Where an employee is transferred or promoted to a position not subject to the terms of this Agreement, he shall retain the seniority accrued to the date of the transfer or promotion from the bargaining unit. If the employee is placed back into a position covered by the terms of this Agreement, his aforementioned seniority shall be credited to him. An employee who temporarily is transferred or promoted to a position not subject to the terms of this Agreement for a period of six months or less shall return to the job classification held within the bargaining unit prior to the transfer or promotion from the bargaining unit.

ARTICLE 10 - LAY-OFF AND RECALL

10.01 In the event of a reduction in the work force, lay-off shall commence with the employee with the least amount of total seniority within the bargaining unit, within the job classification affected.

10.02 Ability and qualifications being sufficient, any employee displaced as a result of lay-off in paragraph 10.01 above, may use his total seniority to displace the employee with the least total seniority in a lower job classification provided he has more total seniority than the employee he is entitled to displace.

- 10.03 In the event of a simultaneous lay-off involving more than one employee the senior most employee in each group affected will be offered the first opportunity to displace any of the employees in a lower job classification who are affected by the lay-off in paragraphs 10.01 or 10.02 above. This procedure will be repeated until each employee affected by the lay-off has the opportunity to displace the affected employees in a lower job classification.
- 10.04 An employee who elects to use his seniority, as in paragraph 10.03 above, shall receive the rate of pay for the position which he secures.
- 10.05 In the event of recall, positions will be filled in the reverse manner to the lay-off, providing ability and qualifications are sufficient.
- 10.06 Notice of lay-off shall be given to regular employees seven (7) calendar days in advance of lay-off. The Region agrees to give as much further notice as is possible under this article.

ARTICLE 11 - BULLETIN BOARDS

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

ARTICLE 12 - JOB POSTINGS AND PROCEDURES

- 12.01 When a regular vacancy occurs or a new regular position is created which is subject to the provisions of this Agreement, the Region shall, with the exception of positions in the lowest salary level, post the position on bulletin boards accessible to employees for a period of five (5) working days so that employees may have the opportunity to make written application for the position. No outside applicants including those covered by paragraph 9.06, shall be considered until internal applicants for the position have been considered. The secretary of the Union shall receive a copy of all job postings.
- 12.02 Temporary vacancies such as those caused by an employee's absence due to leave of absence, illness, accident, vacations, temporary transfers and temporary jobs caused by peak-load conditions, shall not be posted, and it is agreed that any such vacancies may be filled by temporary employees.

Positions arising from temporary vacancies expected to last in excess of thirty (30) calendar days should be offered to qualified employees in the area in which the vacancy exists. The area shall be as set out in Schedule 1 of the Collective Agreement on the basis of seniority before being filled by temporary

employees. Only the original vacancy shall be required to be filled in this manner.

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

- 12.03 Promotions shall be based on the skill, ability, education, experience and qualifications of the employee(s) responding to the job posting, but where these factors are relatively equal and meet the requirements of the position, seniority shall govern.
- 12.04 An employee successful in a job posting application shall not be permitted to re-apply to any subsequent job posting for a period of six (6) calendar months from the effective date of the appointment unless approval is obtained from the employee's Department Head.
- 12.05 The name of the successful applicant will be posted on the bulletin boards.

ARTICLE 13 - HOURS OF WORK

- 13.01 The normal hours of work shall be forty (40) hours per week consisting of five (5) shifts of eight (8) consecutive hours, Monday to Friday, between the hours of 7:30 a.m. to 3:30 p.m.
- 13.02 The provisions of paragraph 13.01 shall not apply to the following employees:
 - (i) Employees assigned to work on a rotating shift cycle or Winter Road Patrol who shall average forty (40) hours per week in accordance with the applicable posted duty rosters.
 - (ii) Employees assigned to work on solid waste disposal operations who shall normally work forty (40) hours per week consisting of five (5) shifts of eight (8) hours, Monday to Friday or Tuesday to Saturday inclusive.
 - (iii) Any personnel assigned to shifts for emergency operations.
- 13.03 It is agreed that should it become necessary to establish shifts other than those shown in this Article, the Region will do so only after consultation with the Union.

- 13.04 All employees shall be permitted a rest period of not more than fifteen (15) minutes in the first four (4) hour period of the shift to be taken at the job site from 9:30 a.m. to 9:45 a.m. unless otherwise directed by the Department Head or his delegate. Lunch shall be taken at the job site between 12:00 noon and 12:30 p.m. unless otherwise directed by the Department Head or his delegate.
- 13.05 Shifts shall be arranged so that no employee shall have to work both Christmas Day and the New Year's Day following. The Region endeavours to avoid scheduling an employee to work on either Christmas Day or New Years Day in two consecutive years.
- 13.06 The normal hours of work covered by this Agreement are for the purpose of calculating overtime only.
- 13.07 Duty rosters for plant operations shall be posted on or about January 1st of each year for the following calendar year. The Depots shall post the duty rosters twice a year, on or about April 15th and October 15th. The duty rosters will be posted at least thirty days in advance of the start of each schedule.
- 13.08 It is understood that all employees in the Plant Operations Division are assigned to a rotating shift cycle. However, when assignment for an indefinite period to day shift or to a (12) twelve hour shift duties is made, this assignment shall be based on the skill, ability, education, experience and qualifications of the employees in the plant, but where these factors are relatively equal and meet the requirements of the day shift or to a (12) twelve hour shift duties, seniority shall govern.
- 13.09 Employees who work a full shift where there is a change from Daylight Savings to Standard Time, or vice versa, will be compensated at the appropriate rate for the applicable number of hours worked.

ARTICLE 14 - SHIFT PREMIUM

- 14.01 Employees whose normal hours of work commence between the hours of twelve (12) noon and four (4) a.m. shall receive a shift premium of one dollar fifteen cents (1.15) per hour for the full shift. Effective September 13, 2017, employees whose normal hours of work commence between the hours of twelve (12) noon and four (4) a.m. shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for the full shift.

ARTICLE 15 - OVERTIME

- 15.01 All time worked beyond the normal hours of work shall be considered as overtime.

- 15.02 Employees shall not be required to lay-off during regular hours to equalize any overtime worked.
- 15.03 Overtime will be paid at the rate of time and one-half the straight-time rate except for overtime on Sunday which will be paid at double the straight-time rate.
- 15.04 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work. Preference will be given to regular, probationary, and temporary employees for end of day overtime. Preference will be given to regular and probationary employees for planned overtime.
- 15.05 Under no circumstances shall pyramiding of overtime pay and premium pay be allowed.
- 15.06 Payment of overtime shall not be made where an approved change of shifts is arranged between employees which requires the employee(s) to work in excess of the normal daily or weekly hours.
- 15.07 Overtime will be paid at the rate of time and one-half the straight-time rate except for overtime on Sunday and Christmas Day which will be paid at double the straight-time rate. Time off in lieu of overtime payment may be granted at an employee's request at the appropriate overtime rate. The scheduling of any such time off is subject to the approval of the Department Head or his delegate. No employee shall exceed sixty-four (64) hours lieu time to be used in any calendar year. Commencing April 1, 2018, it is understood that if an employee banks overtime while relieving in a higher pay rate, they will bank the overtime hours at their regular rate of pay and will be paid the difference between the relief overtime rate and the regular overtime rate at the time it is earned. Any time used from an employee's overtime bank shall be paid at their regular rate of pay even if they are relieving at a higher rate of pay at the time of use.
- 15.08 Time off in lieu of overtime shall be accumulated from December 1st to November 30th and scheduled to be used from January 1st to December 31st. Such lieu time shall be scheduled by no later than November 30th. Any time that is not scheduled by November 30th, shall be paid out on the last pay period of the calendar year.

ARTICLE 16 - STANDBY AND CALL BACK

- 16.01 A minimum of three (3) hours pay at the applicable overtime rate will be paid to an employee who is called back to work after the completion of his regular shift, but if this period extends into the employee's regular shift, the regular rate of pay will not be paid for the same hours but will commence only after the expiry of the call back minimum. Where an employee is required to take a work vehicle home on standby duty and is called back to work, the call-back premium shall commence at the time of the call.
- 16.02 Additional or successive call backs commencing and concluding within the three (3) hour period shall be regarded as part of the original call back.
- 16.03 Continuous extension of a call back beyond the three (3) hour period shall be paid for at overtime rate for the actual hours worked, up to the commencement of the employee's regularly scheduled shift, at which point the employee's straight-time rate will prevail.
- 16.04 An employee designated to standby duty during other than normal hours of work will receive thirty-one dollars (\$31) per day standby pay. Employee designated first call shall receive lead hand premium for hours worked. Effective September 13, 2017, this amount shall increase to \$33.00.
- 16.05 On extended overtime outside the normal working hours, meals will be paid for on the basis of one meal after the first two (2) hours of overtime, provided that the overtime period is expected to last at least four (4) hours, and one meal approximately every four (4) hours thereafter.
- 16.06 An employee who is on standby and performs regional business while on standby but is not called back to work after having left the premises will receive two (2) times the employee's normal hourly rate for all work performed. The employee is required to formally log all work performed including telephone calls.
- 16.07 Any employee designated to standby duty shall carry and respond to a communication device supplied by the Employer for use during their standby shift and be available for standby work if called upon.

ARTICLE 17 - WORKING CONDITIONS

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

- 17.02 Protective clothing and equipment, including raincoats, shall be provided to employees on agreement between the Union and the Department Head or his delegate, but such clothing and equipment shall remain the property of the Region and shall be properly marked to show that it is Region property.
- 17.03 All employees must supply and wear safety footwear (of a type selected by the employee) as may be required by provincial legislation. Regular employees will be allotted up to two hundred dollars (\$200) for safety footwear. This safety footwear allowance includes the purchase of dielectric boots.
- 17.04 Employees, save and except Fleet mechanics, will be supplied with required tools and equipment to perform their duties, as determined by the Department Head or his delegate. Such tools shall remain the property of the Region and shall be properly marked to show Region ownership. Regular Fleet mechanics will be granted a tool maintenance allowance of seven hundred and fifty dollars (\$750) per year.
- 17.05 The Region reserves the right to require employees to undergo medical examinations by a physician designated by the Region and paid for by the Region, as considered necessary by the Department Head or his delegate. In the event that the employee disagrees with the findings of the Region's physician, the employee shall have the subsequent right to present to the Region a medical statement from his own physician which shall be accepted by the Region.
- 17.06 In inclement weather, the Region will, to the extent possible, consistent with efficient operations, schedule work in a manner that will provide employees with maximum protection against the weather.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 The Region may grant leave of absence for personal reasons, of up to three (3) consecutive months, without pay and without loss of seniority or occupational classification, to any employee requesting such leave. Such request shall be in writing and each case to be dealt with on its merit.
- 18.02 All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave. Leave of absence without pay or loss of seniority for attendance at Union Conferences, seminars and conventions will be granted to not more than seven (7) employees at any one time for a period not to exceed eighty (80) man days cumulative in any one year, and not more than one (1) employee from a section at a time where it would disrupt the operation of a section.

- 18.03 An employee may only accumulate seniority during the first three (3) months of a granted leave of absence except in the case of a maternity, parental or adoption leave of absence.
- 18.04 An employee shall be granted time off for bereavement leave upon approval of the Department Head or his delegate, without loss of pay, according to the schedule below, following the date of death, for attendance at, or arranging for the funeral of:
- (i) an employee's spouse, son or daughter, nine (9) working days;
 - (ii) a father, mother, father-in-law, mother-in-law, sister or brother, four (4) working days;
 - (iii) an employee's grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild, two (2) working days;
 - (iv) where tradition dictates or delayed services occur (interment or memorial) the amounts in paragraphs (i), (ii) or (iii) may be used over two (2) separate occasions within six (6) months of the date of loss.
 - (v) an additional three (3) days travelling time, without pay, may be granted by the Department Head or his delegate to permit the employee to attend a funeral in the family that is to be held at a distant point.
- 18.05 Maternity, parental and adoption leave shall be granted in accordance with the Employment Standards Act.
- 18.06 The employee is to provide the Region with at least two (2) weeks notice of the date of her return from pregnancy leave of absence.
- 18.07 Extension of group benefits coverage is available to employees who are on approved leaves of absence, provided the required contribution of one hundred (100) per cent is paid monthly by the employee in advance of the beginning of every month except as modified by the Employment Standards Act.
- 18.08 Upon confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on a pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 12 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equal to the difference between seventy-eight percent (78%) of her regular weekly earnings and the sum of the maximum weekly Employment Insurance benefits available to her during that 15 week pregnancy benefit period and any other earnings. Such payment will commence following the completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance current claim information page as proof

that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum of fifteen (15) weeks. The employee's regular earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- 18.09 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 Department of Human Resources the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment thereof.
- 18.10 In the event of an emergency involving serious illness in his family, an employee may be granted up to one (1) day off per year with pay to deal with the emergency.
- 18.11 When the Region receives a request from the family of a deceased employee or retired employee, up to six (6) employees will be granted up to four (4) hours off with pay to act as pallbearers.
- 18.12 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.
- 18.13 The Region may grant leave of absence of up to one (1) year without pay and without loss of accrued seniority or occupational classification to any employee to serve in a full-time position with the Canadian Union of Public Employees or any provincial or national body with which the Union is affiliated. Such leave may be renewed each year upon request.

ARTICLE 19 - DESIGNATED HOLIDAYS

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

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Half Day at Christmas Eve
Christmas Day
Boxing Day
Half Day at New Year's Eve

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

- 19.02 To be eligible for holiday pay an employee must work his full scheduled shift immediately preceding and his full scheduled shift immediately following the holiday. Payment for the holiday shall be one day's pay at the employee's straight-time rate.
- 19.03 Where absence on either or both of the qualifying working shifts in paragraph 19.02 is either with the written permission of the Department Head or his delegate or is due to illness attested to by a physician's certificate, payment will be made.
- 19.04 When any of the above holidays falls on a Saturday or Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Region as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday. This paragraph shall not apply to Plant Operations Division Personnel who shall observe the holiday on the actual calendar day on which it falls.
- 19.05 All work performed by an employee on a Designated Holiday shall be paid at the rate of time-and-one-half the straight time rate except for Christmas Day which shall be paid at double the straight time rate.
- 19.06 Plant Operations Division personnel who work on a Designated Holiday or whose scheduled day off falls on a Designated Holiday will be paid at the straight time rate for eight (8) hours as holiday pay or may, at the employee's option, receive instead another day off with pay in lieu of the holiday. A lieu day shall be taken at a time mutually satisfactory to the employee and the Region, but where no mutual agreement can be reached, the scheduling of the lieu day shall be at the discretion of the Department Head or his delegate.

ARTICLE 20 - VACATIONS WITH PAY

- 20.01 All regular employees will receive vacation with pay in accordance with the following schedule:
- (a) Less than one (1) year of service, one (1) day per month of service to a maximum of ten (10) working days.
 - (b) One (1) year of service, but less than eight (8) years of service, three (3) weeks.

- (c) Eight (8) years of service, but less than sixteen (16) years of service, four (4) weeks.
- (d) Sixteen (16) years of service, but less than twenty-three (23) years of service, five (5) weeks.
- (e) Twenty-three (23) years of service but less than thirty (30) years of service, six (6) weeks.
- (f) Thirty (30) or more years of service, six (6) weeks plus 1 day per year to a maximum of 5 additional days.

20.02 All regular employees shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to May 31st of that same calendar year except that an employee shall become entitled to increased vacation entitlement after January 1st in the calendar year in which their first (1st), eighth (8th), sixteenth (16), twenty-third (23rd) as applicable above and thirtieth (30th) anniversary of service falls.

20.03 Vacations shall not carry over from year to year except by permission of the Department Head or his/her designate. Where approval has not been received to carry over vacation, any unused vacation as of December 31 will be cashed out.

20.04 (a) Temporary employees shall be paid four (4) per cent of their earnings on each pay in lieu of time off.

(b) Temporary employees with less than one (1) year of service, can take unpaid time off up to one (1) day per month of service to a maximum of ten (10) working days.

20.05 If a paid Designated Holiday falls during an employee's vacation, he shall be granted an additional day's vacation at a time mutually agreed to between the employee and the Department Head or his delegate.

20.06 An employee who is on a leave of absence without pay in excess of three (3) calendar months shall receive a vacation with pay pro-rated to time worked.

ARTICLE 21 - SICK LEAVE

21.01 Any abuse of these provisions may be considered cause for disciplinary action.

21.02 Employees will be allowed to use up to five (5) days per calendar year of their banked sick day credits to deal with family/dependent issues.

- 21.03 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.
- 21.04 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 on their pay notice.
- 21.05 Employees absent from work in excess of three (3) working days due to medical reasons must submit a medical physician's certificate to cover the absence, and may at the discretion of the Department Head or his delegate, in consultation with the Union, be required to produce a physician's statement to cover any shorter period of absence due to medical reasons.
- 21.06 Any regular employee who has had at least five (5) years of continuous service shall, upon termination of his employment for any reason, be entitled to a sick leave gratuity equal to his salary at the time of such termination of service, for one-half (1/2) of the number of days of sick leave standing to his credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of his salary at that date.
- 21.07 Sick leave entitlement and accumulation shall not apply to maternity leaves of absence.
- 21.08 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Workers' Safety and Insurance Board, the period of absence to be charged against his sick leave credit shall be reduced to give effect only to the net salary paid by the Region to such employee with respect to such absence.
- 21.09 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' Safety and Insurance Board.
- 21.10 The five-twelfth (5/12) employee share of the Employment Insurance reduction will accrue to the Region to off-set increased benefit costs.

ARTICLE 22 - BENEFITS, PENSION AND RETIREMENT

- 22.01 The parties hereby agree that the Region will provide the following employee benefit program with premiums payable by the Region, except as noted, to all full-time regular employees:
- (a) Life Insurance - twice basic annual salary to a maximum insured amount of two-hundred fifty thousand dollars (\$250,000). Coverage to commence from sixth month of service.
 - (b) Paid-up Life Insurance Policy of two thousand-five hundred dollars (\$2500) at the time of retirement for employees who retire at age 65 or older or to those who retire after attaining the O.M.E.R.S. 90 factor.
 - (c) Accidental Death and Dismemberment – In the event of an accidental death, the benefit is two times the annual salary up to a maximum insured amount of \$250,000. 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.
 - (ii) Drug Plan - 100% reimbursement - no maximum limit. Each employee shall be issued a drug card with a dispensing fee cap of \$10.00 per prescription. There shall be mandatory generic drug substitution unless otherwise prescribed by a physician.
 - (iii) Extended Benefits (ambulance, nurses, etc.)
 - (iv) Vision Care - Four hundred dollars (\$400) every two calendar years and such amount can be used towards laser eye surgery.
 - (v) Optometrist Exams –One (1) exam covered every two years to a maximum of \$100 per visit.
 - (vi) Chiropractic - A maximum amount of five hundred dollars (\$500) per calendar year.
 - (vii) Speech Therapy - coverage for treatment of speech impairment by a registered speech therapist. The maximum amount payable is five thousand dollars (\$5,000) per calendar year.
 - (viii) Massage therapy by a registered massage therapist, up to a maximum of \$500 per calendar year, subject to reasonable and customary limits; Co-insurance with the Employer paying 80% and the Employee paying 20%.

- (e) Long term disability payable at 66-2/3% of basic earnings (fully integrated with government benefits) to a maximum of six thousand dollars (\$6000) per month. Benefits to commence from 181st day of disability. Coverage to commence from the sixth month of service.
- (f) Dental Plan - Basic - no co-insurance and basic dental recall every nine (9) months
 - Endodontics and Periodontics - coinsurance with the plan paying 75% and the employee paying 25% and scaling and/or root planing to an annual maximum of eight (8) time units per year.
 - Orthodontics - for dependent children only with coinsurance with the plan paying 50% and the employee 50% with a maximum lifetime benefit of three thousand dollars (\$3000).
 - Major restorative - coinsurance with plan paying 50% and the employee paying 50%. This coverage is subject to an annual maximum of \$2500 per insured person.
 - Annual Maximum – the maximum payment from the plan for all services rendered in any one year is two thousand five hundred dollars (\$2500).
 - Payments under the plan will be based on the current O.D.A. Schedule of Fees.
- (g) In the event of the death of an active employee who is receipt of benefits, the employee's spouse and dependent children will continue to have EHB and dental coverage for a maximum of twenty-four (24) months or age 65 of spouse or until they remarry, whichever comes first.
- (h) Employees over the age of 65 shall be excluded from Articles 22.01(c) and 22.01(e). Such employees shall also be excluded from Article 22.01(a), except that they will be entitled to a \$20,000 life insurance policy paid for by the employer up to and including age 75.

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

22.03 Pensions

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

Regular full-time employees who are receipt of an O.M.E.R.S. pension may either:

- (a) elect to have their pension suspended and re-enrol in O.M.E.R.S. while and employee of the Region or,
- (b) continue to receive an O.M.E.R.S. pension and not enrol in O.M.E.R.S. while an employee of the Region.

22.04 Full-time employees who retire early (between age 55 and age 65) and achieve an OMERS 90 Factor or have at least 15 years of continuous Regional service at the time of retirement and who take a monthly OMERS retirement pension, will be provided with extended health and dental benefits up to the age of 65. The cost of this program is paid by the Region.

22.05 Effective January 1, 2018, increase health care spending account from two hundred and fifty dollars (\$250) annually to three hundred dollars (\$300) annually for regular full-time employees. The health care spending account shall be used in accordance with Revenue Canada guidelines.

ARTICLE 23 - JOB CLASSIFICATIONS

23.01 Where the Region has determined that a new classification is required within the bargaining unit, or where the Region has made extensive changes in the duties of an existing classification and has established the rate for such job, the Region will negotiate the same with the Union.

23.02 In the event that the parties fail to agree on the rate, and the Region proceeds to establish a rate, the Union may institute a grievance with respect to the rate under Step 2 of the Grievance Procedure, provided that any grievance as to the rate is filed within fifteen (15) working days from the date of notification of the rate to the Union.

23.03 If any grievance hereunder proceeds to Arbitration, the Arbitration Board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

ARTICLE 24 - COPIES OF AGREEMENT

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

ARTICLE 25 - VEHICLE ALLOWANCE

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

ARTICLE 26 - RELIEVING IN OTHER GRADES

- 26.01 When an employee is detailed to relieve in a position of higher wage classification, he shall receive the rate for the position for which he is relieving for the full period of the relief. An employee assigned by the Department Head or his/her delegate to serve in a management position shall be given notice of the assignment in writing.
- 26.02 When an employee is detailed to relieve in a position of lower wage classification for any period, he shall maintain his regular rate of pay while so assigned.
- 26.03 This article shall not apply to Plant Operations Division personnel in the Maintenance Operator progression system who are all in the same classification of Maintenance Operator.

ARTICLE 27 - GENERAL

- 27.01 Foremen and Supervisory staff shall not work on any jobs which are normally done by persons within the bargaining unit, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.
- 27.02 The Region and the Union agree that employees shall not engage in any work for hire while off duty which casts an adverse reflection on the Region.
- 27.03 The Region agrees during the life of the Agreement to cooperate with the Union in the identification of training needs and the development of an appropriate training program.
- 27.04 The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee with three (3) years' service is displaced from his job by technological change. The Region will take one or a combination of the following actions:
- (a) Relocate the employee in another job in his area of competency, if such is available within the Region.
 - (b) If (a) is not possible, but a position is available for which the employee could be retrained within a period of six (6) months, assume responsibility for the retraining of the employee.
 - (c) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide him with six (6) months' notice of termination and provide him with a separation settlement of one week's salary per year of service.
 - (d) Should there be any introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the senior employees in the classification involved, provided they are trainable.
- 27.05 The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided.

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

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

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

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

27.06 Education or training required under Ministry licensing related to employment shall be paid by the Employer.

In the instance of employees being required to attend mandatory training sessions, the Employer will endeavour to provide a minimum of two weeks notice.

If an employee is scheduled to attend the above on a scheduled day off, the employee will be compensated at the appropriate overtime rate.

ARTICLE 28 - WAGE SCHEDULE AND CLASSIFICATIONS

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

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

ARTICLE 29 - EMPLOYEE DEFINITIONS

29.01 Employee

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

29.02 Probationary Employee

Probationary employees are those hired for regular full-time positions, and who have not completed probationary service of six (6) continuous calendar months. During the probationary period the employee may be terminated or disciplined at the sole discretion of the Region whose decision shall be final. Such employees shall not be subject to the provisions of this Agreement except for:

- Article 2 - Management Functions
- Article 4 - Check-Off of Union Dues
- Article 5 - No Discrimination
- Article 13 - Hours of Work
- Article 14 - Shift Premium
- Article 15 - Overtime
- Article 16 - Call Back and Standby
- Article 17 - Working Conditions
- Article 19 - Designated Holidays
- Article 20 - Vacations
- Article 21 - Sick Leave
- Article 22 - Welfare and Pensions
- Article 25 - Vehicle Allowance
- Article 28 - Wage Schedule and Classifications

and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. Absences in excess of ten (10) working days for any reason during probationary service shall be added to the probationary period. Employees retained past the probationary period shall be placed on the seniority list and credited with seniority at a date six (6) months prior to acquiring such seniority.

29.03 Temporary Employee

A temporary employee is a person hired for work on projects for not more than sixteen (16) months (or for such longer period as may be mutually arranged by the parties to this Agreement) in any twenty-two (22) month period. If a temporary employee is a successful applicant to a full-time position, the Employer shall waive the probationary and benefits waiting period for that employee provided they have worked in that job classification as a temporary employee for more than twelve (12) continuous months.

Temporary employees may be terminated or disciplined at the sole discretion of the Region whose decision shall be final. Such employees shall not be subject to the provisions of this agreement except for:

- Article 2 - Management Functions
- Article 4 - Check-Off Of Union Dues
- Article 5 - No Discrimination
- Article 13 - Hours of Work
- Article 14 - Shift Premium
- Article 15 - Overtime
- Article 16 - Call Back and Standby
- Article 17 - Working Conditions
- Article 19 - Designated Holidays
- Article 20 - Para. 20.04 - Vacations
- Article 22 - Para. 22.02 - Welfare and Pensions
- Article 25 - Vehicle Allowance
- Article 28 - Wage Schedule and Classifications

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

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

- (a) A seniority date to be used solely for the purpose of transfers, promotions, lay-offs and recall, all of which shall be subject to the governing Articles of this Agreement, and,
- (b) A service date to be used solely for the purpose of establishing vacation entitlement and qualification for payment for Designated Holidays. The service credit and/or seniority date herein established shall not be used for any other purpose whatsoever. Also, it is understood and agreed that such service shall not count towards the completion of the six month probationary period which shall be served in full and during which time the rights and privileges of this employee shall be the same as any other probationary employee.

29.04 Incentive Employees

Incentive employees are those employees hired for make-work projects and paid for by money primarily made available by the Federal and/or Provincial Governments. Such employees shall not be subject to the provisions of this Agreement, but such projects shall not jeopardize the continued employment of employees who are subject to the provisions of this Agreement.

ARTICLE 30 – LEGAL INDEMNIFICATION

30.01 Where an employee is charged with a criminal or statutory offence arising out of his/her employment while acting in the performance of a statutory duty and in the attempted performance in good faith of their duties, the Region will provide legal representation for the employee.

The Region will cover fines or monetary penalties, except the Highway Traffic Act, municipal parking and traffic by-laws and criminal code offences, provided that the legal liability for damages for the imposition of a fine or monetary penalty arise out of acts or omissions done or made by an employee in their capacity as an employee of the Region while acting in the performance of a statutory duty and in the attempted performance in good faith of their duties.

ARTICLE 31 - DURATION OF AGREEMENT

- 31.01 This Agreement shall be binding and shall remain in effect from the 1st day of April 2014 until the 31st day of March 2017, and shall continue in force from year to year thereafter unless notice of intention to revise or terminate the Agreement is given in writing by either party to the other party within the period of ninety (90) days and thirty (30) days prior to the expiry date of this Agreement.
- 31.02 If notice to revise, terminate or amend this Agreement is given by either party, the other party agrees to meet for the purpose of negotiating within twenty (20) days after the giving of such notice, if requested to do so.

Dated at Whitby, Ontario, this 13th day of September, 2017.

ON BEHALF OF THE REGIONAL
MUNICIPALITY OF DURHAM

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

(Sgd.)

(Sgd.)

Gerry Lynn O'Connor
Regional Chair

Jim Elliott
President, Local 1785

(Sgd.)

(Sgd.)

Ralph Walton
Regional Clerk

Denis Charbonneau
Vice President, Local 1785

(Sgd.)

Sharon Rodgers
National Representative,
Canadian Union of
Public Employees

SCHEDULE "1"

RE: STEWARDS

Stewards may be appointed in the following areas:

Ajax-Pickering Depot	(1)
Oshawa-Whitby Depot	(1)
Orono Depot	(1)
Scugog Depot	(1)
Sunderland Depot	(1)
Duffin Creek Water Pollution Control Plant (1 for incineration)	(3)
Whitby Water Pollution Control District (including WPCP Pumping Stations)	(1)
Oshawa Water Pollution Control District**	
Courtice Water Pollution Control District	(1)
Oshawa-Whitby-Ajax-Pickering Water Supply District	(1)
Clarington East Water Pollution Control District	(1)
Clarington East Water Supply District	(1)
Uxbridge-Scugog-Brock Water Supply District	(1)
Uxbridge-Scugog-Brock Water Pollution Control District	(1)
Traffic Operations Division	(1)
Fleet Division	(1)
Waste Management Facilities	(1)*

*(Oshawa Waste Transfer Station and Landfill, Material Recovery Facility –
Waste Scales – Whitby, Scugog Waste Transfer Station, Brock Waste
Transfer Station and Landfill, Durham York Energy Centre – Waste Scales –
Clarington)

SWAT TEAM

** The Oshawa Water Pollution Control District will be serviced by the Chief Steward of the Plants

*** The SWAT Team will be serviced by the Chief Steward for Depots

APPENDIX "A"
WAGES AND QUALIFICATIONS
TO AN AGREEMENT BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL #1785

WAGE SCHEDULE

	Apr 1/17	Apr 1/18	Apr 1/19
	JOB RATE	JOB RATE	JOB RATE
	PER HOUR	PER HOUR	PER HOUR
2 nd Class Operating Engineer	\$43.22	\$43.98	\$44.64
3 rd Class Operating Engineer	\$40.15	\$40.85	\$41.46
4 th Class Operating Engineer	\$34.16	\$34.76	\$35.28
Chief Maintenance Operator	\$43.22	\$43.98	\$44.64
Chief Mechanic	\$43.22	\$43.98	\$44.64
Chief SCADA Technologist	\$43.22	\$43.98	\$44.64
Heavy Equipment Operator	\$33.22	\$33.80	\$34.31
Labourer	\$28.10	\$28.59	\$29.02
Lead Waste Disposal Clerk–Admin	\$31.78	\$32.34	\$32.83
Lead Waste Disposal Clerk–Operations	\$31.78	\$32.34	\$32.83
Maintenance Operator (MO1)	\$29.97	\$30.49	\$30.95
Maintenance Operator (MO2)	\$31.45	\$32.00	\$32.48
Maintenance Operator (MO3)	\$32.57	\$33.14	\$33.64
Maintenance Operator (MO3) Skilled Trade–OIT	\$38.15	\$38.85	\$39.46
Maintenance Operator (MO3) Skilled Trade–Class 1	\$39.15	\$39.85	\$40.46
Maintenance Operator (MO4)	\$40.15	\$40.85	\$41.46
Maintenance Operator (MO4) Skilled Trade	\$40.15	\$40.85	\$41.46
Maintenance Operator (OIT)	\$28.10	\$28.59	\$29.02
Material Handler	\$28.10	\$28.59	\$29.02
Mechanic	\$39.80	\$40.50	\$41.11
Medium Equipment Operator	\$31.67	\$32.22	\$32.70
Meter Mechanic 1	\$30.70	\$31.24	\$31.71
Meter Mechanic 2 (Plumbing License)	\$39.80	\$40.50	\$41.11
SCADA Technologist	\$40.15	\$40.85	\$41.46
Skilled Maintenance Leader – SWAT	\$37.80	\$38.46	\$39.04
Skilled Maintenance Worker	\$30.70	\$31.24	\$31.71
Skilled Maintenance Worker 1	\$33.64	\$34.23	\$34.74
Summer Student – Temporary	\$17.52	\$17.83	\$18.10
Traffic Operations Worker 1	\$30.70	\$31.24	\$31.71
Traffic Operations Worker 2	\$33.06	\$33.64	\$34.14
Waste Disposal Clerk–Admin	\$28.46	\$28.96	\$29.39
Waste Disposal Clerk–Operations	\$28.10	\$28.59	\$29.02
Water Quality Operator	\$29.97	\$30.49	\$30.95
Welder	\$31.01	\$31.55	\$32.02

1. The Lead Hand rate shall be one dollar fifteen cents (\$1.15) per hour over basic rate. Effective September 13, 2017, the lead hand rate shall be one dollar and fifty cents (\$1.50) per hour over basic rate.
2. Start rates shall be seventy (70) cents less than the job rate shown, except for Operator in Training and Maintenance Operators, hired for their skilled trade, the start rates for which shall be as described in the Maintenance Operator Progression System. Job rates shall be attained upon completion of six (6) months' service.
3. The employee who is assigned the primary responsibility for doing the duties of the sign shop will be paid a premium of one dollar fifteen cents (\$1.15) per hour while making signs. Effective September 13, 2017, the sign shop premium shall be one dollar and fifty cents (\$1.50) per hour while making signs. It is understood that this will be limited to one (1) employee.
4. When an employee drives a vehicle requiring an "AZ" licence, the employee will receive the rate of pay for the classification for the entire shift.
5.
 - a) All Labourers in the Maintenance Operations Division must write and pass the Water Distribution Level 1 licensing exam and the Waste Water Collection Level 1 licensing exam. New Labourers must write and pass both licensing exams within twelve months of hire and current Labourers must write and pass both licensing exams by no later than one year after the Collective Agreement is ratified by both parties. If the Labourer has not written and passed both licensing exams in the above noted time frames, he/she may be placed on an unpaid leave of absence for a period of up to one year. If the staff has not obtained the requisite license/s at the expiry of the leave, he/she will be deemed to have resigned his/her employment.
 - b) A fifty (50) cent per hour premium will be added to the Labourer's wage rate for writing and passing the first licensing exam and an additional fifty (50) cent per hour premium will be added to the Labourer's wage rate for writing and passing the second licensing exam. Upon completion of the Maintenance Operations Division skills development program, a further fifty (50) cents per hour premium will apply.
 - c) Staff shall obtain and maintain the above noted licences where it is required to carry out their job functions. Staff who fail to obtain and maintain these licences may be placed on an unpaid leave of absence for a period of up to one year. If the staff has not obtained the requisite license/s at the expiry of the leave, he/she will be deemed to have resigned his/her employment.
6. An employee obtaining a 1st Class Operating Engineer license shall be paid an additional \$1.00 per hour to their current job rate from the date of notification to the Region. Effective September 13, 2017, an employee obtaining a 2nd Class Operating Engineer license shall be paid an additional \$.50 per hour to their current job rate from the date of notification to the Region. It is understood that these premiums will cease if the Employee obtains a position as a 1st Class Operating Engineer or a 2nd Class Operating Engineer, respectively, at the Region.

APPENDIX "A"
WAGES AND QUALIFICATIONS

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

PLANT OPERATIONS DIVISION

Maintenance Operator Progression System

Progression	WT	WT (Clarington WS)	WWT	SPS's	Skilled Trades
O.I.T.	WT O.I.T. Licence	WT O.I.T. Licence	WWT O.I.T. Licence	WWC O.I.T. Licence	
M.O. 1	WT 1 Licence	WT 1 Licence	WWT 1 Licence	WWC 1 Licence	
M.O. 2	WT 2 Licence	WT 2 Licence	WWT 2 Licence	WWC 2 Licence	
M.O. 3	WT 3 Licence	WT 3 Licence	WWT 3 Licence	WWC 3 Exam <u>Plus</u> one additional year operating experience <u>plus</u> "...at least two years of additional education or training that, ..." **	O.I.T. Licence *
M.O. 4	WT 4 Licence	WT 4 Exam <u>Plus</u> "... at least two years of additional education or training that, ..." **	WWT 4 Licence	WWT 1 Exam <u>Plus</u> "...at least two years of additional education or training that, ..." **	Class 2 Licence

** as per O.Reg. 128/04 and O.Reg. 129/04 requirements and subject to documentation/verification by Program Administrator of M.O.E. Operator Certification Program and/or Ministry of the Environment (MOE)

* **Note:**
\$2.00/hr less than MO4 Rate (OIT)
\$1.00/hr less than MO4 Rate (Class 1)

Notes

- (a) License requirements to obtain MO4 job rate will vary and be plant/area operations specific.
- (b) Operators must obtain and maintain the license for the plant in which he/she works.
- (c) MO1 job rate paid at the completion of probation.
- (d) The MO1 requirements must be completed within one year.
- (e) Employees hired with a skilled trade to be utilized by the Region will be hired at the MO3 Step 1 rate and will progress to the MO3 Step 2 rate after obtaining a class 1 license, and the MO4 job rate after obtaining a class 2 license.
- (f) Recognized skill trades: licensed electrician, licensed diesel mechanic, licensed millwright, licensed industrial mechanic, 3rd class operating engineer, instrumentation technician, licensed plumber.
- (g) In recognition of the additional responsibility, the senior highest licensed operator will be paid a premium equivalent to the difference between the CMO rate and the MO4 rate for weekend and night shifts provided no CMO is working.
- (h) For staff in the Plant Operations Division, the class 1 licensing exam must be written and passed within six months for the successful completion of probation, providing the employer schedules such exam after the appropriate prep course has been provided by the employer.
- (i) Any staff who fails to obtain or maintain a valid MOE operator license for the classification in which they are assigned will be placed on an unpaid leave of absence for a period of up to one year. At the expiry of the leave, if the staff has not obtained the requisite license he/she will have been deemed to have resigned his/her employment. This does not apply to those staff impacted by the grandfathering provisions.
- (j) GrandFathering

Any staff who, due to the termination of Ministry License grandfathering, requires an MOE operator license, will attempt to obtain the appropriate level of licensing for his/her facility.

Employees who are unable to obtain an appropriate level of licensing but are successful in obtaining a license of any other level shall continue to be paid at their current rate of pay including any future negotiated wage increases.

An employee who has exhausted all possibilities of obtaining an MOE operator license at any level shall be reassigned to an appropriate position within the bargaining unit, if such exists. If such position is paid at a lower rate of pay, the employee shall have his/her rate of pay red-circled at their current rate of pay until such time as the rate of pay for the job reaches the red-circled rate.

- (k) Maintenance Operators must maintain the trade license/s required for the position they are working in. If they fail to maintain their trade license/s, they may be placed on an unpaid leave of absence for a period of up to one year.

MAINTENANCE DIVISION EQUIPMENT CLASSIFICATIONS

Medium Equipment

Wheeled tractors with attachments
Dump trucks with air brakes
Front-end Loader over 1 yd.
Tandem sewer jet trucks
Large self-propelled line marker
Track loaders and dozers
Belt Loader
Loader mounted snow blower

Heavy Equipment

Self propelled grader over 125 HP
Medium and large self propelled backhoe including gradall

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

CLOTHING POLICY

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

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

6. Safety Shoes

Safety shoes must be worn by all employees required to wear same to comply with the regulations of the Occupational Health and Safety Act. The Region will arrange for a supplier to call at regular intervals.

Employees must purchase their own safety footwear. On presentation of a receipt, the employee will be reimbursed by the Region up to two hundred dollars (\$200).

7. Rubber Boots

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

8. Hard Hats

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

9. Rainwear

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

10. Safety Goggles and Glasses

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

11. Winter Coats

Each employee working in sewage treatment or sewage pumping stations will be provided with two new winter parkas including hoods. Each subsequent year after, each employee will receive one new parka with the return of one old one. The Region will supply winter coats from the depots on an "as required" basis for mechanics.

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #1785

RE: APPRENTICESHIP PROGRAM

The parties agree to establish a joint Committee composed of an equal number of representatives from the Union and the Employer to explore the feasibility of introducing a skilled trade's apprentice program within the bargaining unit. The Employer shall provide time off for Union members without loss of pay and benefits to attend Committee meetings. The Committee will operate by consensus and shall issue a report with recommendations to the parties.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

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

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

Where in the Plant Operations Division it is necessary to change an employee's shift assignment for an indefinite period, the Region will endeavour to provide thirty (30) days notice to the affected employee.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #1785

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

- #1 The parties agree that employees in the Maintenance and Traffic Operations interested in becoming Maintenance Operators in the Plants Division may apply in writing to the Plant Operations Manager. Applicants will be required to have regular entry qualifications (fourteen (14) years of formal education, etc.). Qualified applicants will be offered employment in the first available plant vacancy for Operator in Training.
- #2 It is agreed that management will attempt to see that plant operations staff are not required to work on two consecutive Christmas holidays.
- #3 The Local will receive courtesy notice of any "first line" management job vacancy which involves supervision of Local 1785 members.
- #4 In the matter of transfers (other than for temporary assignments) management will attempt to affect such transfer on the basis of seniority except where operational needs determine otherwise.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #1785

RE: TRANSFERS

Employees who wish to seek lateral transfers to other geographic locations shall write to the Manager of Plant Operations/Manager of Maintenance Operations stating the location or locations to which they wish to transfer. The locations shall be as set out in Schedule 1 of the collective agreement. The following rules shall apply to the transfer list:

1. An employee shall be eligible for transfer to the desired location within a classification provided his or her ability and qualifications are sufficient and he or she holds the required license for the position/location and has put his name on the transfer list a minimum of 30 calendar days prior to the vacancy occurring.
2. If an employee accepts a transfer to a desired location or is successful to a job posting, the employee shall be removed from the entire list and not eligible to reapply for any transfer for a period of nine months from the effective date of the transfer unless approval is obtained from the employee's department head.
3. If an employee refuses an offer by the Region to transfer to a desired location, the employee shall be removed from the list for that location for a period of nine months.
4. Where the requirements for a License or necessary qualifications for the location change, the Region will review eligibility for the particular position.
5. Once an offer to transfer to a desired location has been made by the Region, the employee has forty-eight (48) hours (excluding weekends) to communicate his/her response. A failure to communicate such a response will be deemed to be a refusal by the employee. Where the Region is unable to contact the employee and the employee is on a scheduled vacation, he/she shall have forty-eight (48) hours following the end of his/her vacation to respond. Such timelines may be waived where the employee is on an approved leave of absence or sick leave.
6. It is the employee's responsibility to review the list and provide any updated information to the employer.

7. For employees hired after the date of ratification in the Maintenance Operations Division at a Regional Depot shall not be eligible for the transfer list until after the completion of Maintenance Operations Skills Development Program.
8. Maintenance Operators who hold a skilled trade and work in Duffins Creek Water Pollution Control Plant shall not be permitted to transfer until they have obtained a Class 2 license.
9. Employees in the Waste Management Services Branch may seek lateral transfers to other geographic locations within the Waste Management Services Branch in accordance with the process outlined in paragraph 1 to 6 of the Memorandum of Agreement.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #1785

The parties agree to the following to be included as part of the Collective Agreement:

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place disabled employees in their regular classification. The full range of accommodation will be considered to enable employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will cooperate in finding suitable alternative employment.

Where the employee cannot be accommodated in their regular classification, the parties will communicate for the purpose of reviewing and recommending appropriate individual case strategies for:

1. The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, where work-related or not.
2. The return to productive and gainful employment, where practicable, for those employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as able to perform the core duties of another classification and possess the requisite licenses and qualifications of that classification.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

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

The parties agree to provide orange safety parkas to fleet mechanics.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

RE: JOB SHARING

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

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

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

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

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

- (a) Each job sharing arrangement will replace one full-time bargaining unit position. Two employees will equally fill the position. A job sharer who wants to return to full-time employment must apply to a job posting and be the successful applicant as outlined in clause 12.01.

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

- (m) The job sharers will be paid at the hourly rate for the hours worked for the position being shared or for benefit levels, one half the annual salary for the position being shared.
- (n) Each job sharer will be paid half the daily rate of a regular full-time employee for each designated holiday.
- (o) Each job sharer will receive one-half of the vacation entitlement of a regular full-time employee according to their length of service.
- (p) Each job sharer will be entitled to one-half the sick leave benefits of a regular full-time employee.
- (q) Each job sharer will receive one-half of the vehicle allowance assigned to the position they are job sharing, if applicable.
- (r) During periods of extended absence (maternity leave, lengthy illness) of one of the job sharers, the other job sharer may be required to work for the absent job sharer.
- (s) The benefit coverage for a pair of job sharers will not exceed the cost of benefits for one regular full-time employee. Those benefits provided by Article 22.01 (d), Major Medical and 22.01 (f), Dental Plan will be shared by the employees in the job share arrangement. For clarity, one employee will receive the Major Medical benefits and the other will receive the Dental Plan benefit. The employees in the job share arrangement must agree on which benefit each employee will participate.
- (t) Each employee will participate in the benefits outlined in Article 22.01 (a), (b), (c) and (e). Benefit levels will be determined by point (m) of this document.
- (u) Each job sharer is to average a basic work week of 20 hours depending on the basic work week of a regular full-time employee for the position that is job shared. The work schedules of the job sharers must be approved by their supervisor.
- (v) Overtime for job sharers will be considered as authorized hours worked in excess of the normal hours of work as provided for in Article 13 and will be compensated for as prescribed by Article 15 of the Collective Agreement. The two employees in the job share arrangement shall be considered as one employee for the purposes of Article 15.04. The job share employee working the authorized overtime shall be compensated for the overtime.

- (w) Workers involved in job sharing arrangements will continue to be members of CUPE Local 1785.

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

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

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

RE: TRAFFIC OPERATIONS

Effective October 29, 2008, new employees will be hired as a labourer and will progress to a Traffic Operations Worker 1 rate after 2 years of experience and successfully obtaining an IMSA Level 1 Roadway Signs and Marking certification. Such employees will progress to the Traffic Operations Worker 2 rate after obtaining the IMSA Level 2 Roadway Signs and Marking certification plus an additional year of experience pursuant to the following chart:

Timeline	Level of Certification	Classification
Date of hire		Labourer
After 2 continuous years as a labourer in the Traffic Operations	Level 1 Certification	Traffic Operations Worker 1
After 3 continuous years as a labourer in the Traffic Operations	Level 2 Certification	Traffic Operations Worker 2

Notes:

- Any employee hired after October 1, 2008 who fails to obtain the appropriate level of IMSA certification will be placed on an unpaid leave of absence for a period of one (1) year. At the expiry of the leave, if the employee fails to obtain the requisite certification at the employee's sole cost, he will be deemed to have resigned his/her employment.
- Any existing employee in the Traffic Operations hired prior to the date that these provisions are ratified and who requires certification will attempt to obtain the appropriate level of certification.

- Any existing employee who fails to pass the certification exam may attempt to obtain the requisite certification at the employee's sole cost.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF DURHAM

("The Region")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL #1785

("The Union")

This Memorandum of Agreement was agreed to by the parties in order to establish and implement a rotating shift schedule pursuant to Article 13.02(i).

The terms of agreement for the rotating shift schedule are as follows:

WINTER MAINTENANCE OPERATIONS

1. The shifts shall apply on a Monday to Friday schedule from the 3rd Monday in November to the 2nd Friday in March ("Winter Operations Period").
2. The regular day shift would be from 7:30 a.m. to 3:30 p.m. ("The day shift"), with mandatory stand-by from 3:30 p.m. to 9:30 p.m. The day shift would normally not be allowed to work between 9:30 p.m. and 7:30 a.m.
3. The regular morning shift would be from 3:30 a.m. to 11:30 a.m. ("The morning shift") with mandatory stand-by from 9:30 p.m. to 3:30 a.m. The morning shift would normally not be allowed to work between 11:30 a.m. and 9:30 p.m. Any labourers who are qualified operators and assigned to the morning shift will be paid at the Medium Equipment Operator rate for the entire shift.
4. It is anticipated that staffing requirements for the morning rotating shift schedule shall be as follows:

Ajax/Pickering Depot – 3 operators on shift

Oshawa/Whitby Depot – 4 operators on shift

Orono Depot – 3 operators on shift

Sunderland Depot – 2 operators on shift

Scugog Depot – 2 operators on shift

The parties acknowledge that the staffing requirements may change as a result of operational needs.

5. Employees on the rotating shift schedule will rotate on a one-week basis between the day shift and the morning shift. Once an employee has been placed on a rotating shift, he/she will not be permitted to opt out of the rotating shift. Subject to the approval of management, employees may trade shifts for the purpose of taking vacation or other matters.
6. Prior to the start of the winter operations all qualified operators will be assigned to the rotating shift.
7. The shift premiums identified in the collective agreement between the parties shall apply.
8. Hours worked on the day shift and morning shift shall be paid at straight time rates. Hours worked outside of the day shift and morning shift shall be paid at the overtime rates as stipulated in the collective agreement.

AFTER HOURS RESPONSE SHIFT

9. The After Hours Response Stand-by Shift (commonly referred to as the "Stand-by Shift") comprised of one Labourer and one Skilled Maintenance Worker 1 shall be on a rotational shift at the Ajax/Pickering Depot and the Whitby/Oshawa Depot that will include weekend stand-by.
10. The shift shall be from 3:30 p.m. to 11:30 p.m. Monday to Friday, with 8 hours stand-by from 11:30 p.m. to 7:30 a.m. This shift shall also include 24 hours stand-by on Saturday and Sunday. The Skilled Maintenance Worker and/or Skilled Maintenance Worker 1 shall be paid the Lead Hand rate while working the 3:30 p.m. to 11:30 p.m. shift Monday to Friday.

WATER METER MECHANICS SHIFT

11. In an effort to provide improved services to the residents of Durham Region, meter mechanics shall work on the following rotating shift:
 - a. Day shift from 7:30 a.m. to 3:30 p.m., Monday to Friday;
 - b. Afternoon shift from 10:00 a.m. to 8:00 p.m., Wednesday, Thursday, Friday and from 7:00 a.m. to 5:00 p.m. on Saturday.
12. Notwithstanding any provision in the collective agreement, all hours worked between 10:00 a.m. and 8:00 p.m., Wednesday to Friday, and from 7:00 a.m. to 5:00 p.m. Saturday shall be paid at straight time rates.
13. The shift shall operate for the Daylight Savings period (approximately March to November) subject only to the scheduling of appointments. Employees will not be moved off the shift in the middle of a week.

14. There shall be two meter mechanics on shift.
15. The parties acknowledge that the staffing requirements may change as a result of operational needs.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

Re: Temporary Vacancies and Waste Management Employees:

Any qualified waste management employee interested in applying for temporary vacancies outside of the Waste Management Services Branch, shall write to the Manager of Plant Operations and/or Manager of Maintenance Operations stating the location or locations to which they wish to be considered for a temporary vacancy. The locations shall be as set out in Schedule 1 of the collective agreement.

If a temporary vacancy arises in the area of expressed interest, they will be notified of the vacancy and will be considered for the position prior to the consideration of external candidates where they have the skill, ability, education and qualifications to perform the core duties of the job.

The parties agree that employees occupying temporary vacancies outside of the Waste Management Services Branch will maintain all benefits they are entitled to as a regular full-time employee. At the completion of the temporary term, said employees will return to their regular full-time role as Waste Management Services Branch employees.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

Re: First Call Rotation:

- 1) The parties agree that where a Depot employs less than three Skilled Maintenance Worker 1s, the Employer will offer any additional first call rotation opportunities to employees outside of the skilled maintenance work 1 job classification who have the requisite licenses. These opportunities will be offered in order of seniority.
- 2) If management cannot fill the first call rotation through this voluntary process outlined in paragraph 1, management reserves the right to assign such employees to the first call rotation in order of reverse seniority.
- 3) It is understood that Skilled Maintenance Worker 1s will be assigned to the first call rotation list

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

Re: Trial Run of Expression of Interest Process for Plants:

- 1) Starting January 1, 2018, management will implement an expression of interest process for the Plants on a trial basis. This process will replace the Transfer List process/Memorandum of Agreement for one year.
- 2) The process will consist of the following steps:
 - a) As per current practice, once management has made internal assignment changes within its Schedule 1 Area and has determined that a vacancy exists, plants management will post an expression of interest for plants operations employees in the job classification before engaging the job posting process pursuant to Article 12.01. This expression of interest posting will outline the job classification, skills and qualifications management deems required for the position.
 - b) Only employees in that job classification who have the requisite skills and qualification for the position may apply. They must apply by providing management written notification of their interest within three business days of the posting.
 - c) Plants management will appoint the most senior and qualified applicant,
 - d) If no one applies or plants management believes they do not have the requisite skills and qualifications, it will be posted through the Article 12.01 posting process.

- 3) Maintenance Operations who hold a skilled trade and work in Duffin Creek Water Pollution Control Plant shall not be permitted to apply to an expression of interest until they have obtained a Class 2 license.
- 4) If an employee accepts a position through an expression of interest posting, the employee shall not be eligible to apply for another position for a period of nine months unless approval is obtained from the employee's department head.
- 5) The Employer and Union meet no later than December 1, 2018 to review the process.
- 6) It is understood that either party may cancel this trial process by written notice to the other party. Once cancelled, the plants will revert back to the transfer list process, pursuant to the Memorandum of Agreement attached to this Collective Agreement, within 30 days of that notice of cancellation. If neither party cancels the Expression of Interest process during the trial period, the parties agree the process will continue during the life of the Collective Agreement.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

Re: Overtime at the Depots:

1. End of shift overtime at each Depot will initially be offered to the crews already performing the work. It is understood that this is the standard practice throughout the Depots.
2. When a member of the Depot crew is unable to perform the end of shift overtime, management will offer the overtime work to the principle operator and then other eligible members of that job classification within the Depot pursuant to the overtime planner applicable at each Depot. If the overtime shift cannot be filled by a member of that job classification within the Depot, management will offer the shift using the overtime planner applicable to each Depot, which may include upgrading qualified staff.
3. The parties agree to set up a working group during the life of the Collective Agreement to: 1) discuss the feasibility of developing and implementing an overtime process at the Depots that tracks overtime hours offered and refused; and 2) discuss existing overtime systems at each Depot. The working group shall consist of no more than 5 Employer staff, plus a representative from Human Resources, and 5 Union staff.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees

MEMORANDUM OF AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785

Re: Overtime Planner at the Ajax Depot:

1. The Ajax Depot will continue to use the rotation in its current overtime planner, as set out in Schedule "A" attached hereto, except the order in which overtime work is offered for the Jet and Backhoe shall be amended in the following manner:
 - a. Overtime opportunities for the Backhoe shall be first offered to the Principle operators, followed by the heavy equipment operators. If they decline the offer, the overtime opportunity shall be offered to a pool of eligible skilled maintenance workers, medium equipment operators and labourers on a rotational basis (hereinafter referred to as the "eligible Backhoe pool"),
 - b. Overtime opportunities for the Jet shall be first offered to the Principle operators, followed by the medium equipment operators. If they decline the offer, the overtime opportunity shall be offered to a pool of eligible skilled maintenance workers, labourers and heavy equipment operators on a rotational basis (hereinafter referred to as the "eligible Jet pool").
2. Within five calendar days of ratification of this Collective Agreement by both parties, one representative from the Union and one representative from management shall draw names from a hat to establish the order in which employees from the eligible Jet pool and eligible Backhoe pool shall be called.

Once this order is established, the amended overtime planner shall be implemented within another five calendar days.

3. It is understood that this letter of understanding will only be renewed at the expiration of this Collective Agreement if both parties agree.

Dated at Whitby, Ontario, this 13th day of September, 2017.

Kelly McDermott
Regional Municipality
of Durham

Jim Elliott
Canadian Union of Public
Employees, Local 1785

Sharon Rodgers
Canadian Union of
Public Employees