



COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1764-04

April 1, 2015 to March 31, 2018

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THIS AGREEMENT made this 6th day of April, 2016

Between

THE REGIONAL MUNICIPALITY OF DURHAM

(hereinafter called the “Region”)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

And its LOCAL 1764-04

(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 – RECOGNITION

- 2.01 The Region recognizes the Canadian Union of Public Employees and its Local 1764-04 as the sole and exclusive bargaining agent for all employees employed by the Regional Municipality of Durham in the Family Services Division, save and except supervisors and persons above the rank of supervisor and employees already represented by a Trade Union. Students shall not be covered by this Agreement.
- 2.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires and vice versa.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of Family Services and direction of the working forces are fixed exclusively in the Region and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Region to:
- (a) Maintain order, discipline and efficiency; hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause to suspend, discharge or otherwise discipline employees subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
 - (b) Determine the nature and kind of business conducted by the Region, the methods and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Region which shall remain solely with the Region;

- (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (d) Have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.
- (e) All references to Department Head shall mean to include his/her designate.

3.02 These rights shall not be exercised in a manner that is inconsistent with this Agreement.

ARTICLE 4 – CHECK-OFF OF UNION DUES

4.01 All employees shall have monthly Union dues assessed by the Union on its members according to its Constitution. Such dues shall be deducted by the Region each pay and shall be remitted by the fifteenth day of the following month to the Treasurer of the Union, with a list of the names of employees and their individual base salary rates from whom such deductions have been made. The information shall also include an employee's classification and current employment status. The Region shall be notified in writing at least sixty (60) calendar days prior to any required change in Union dues assessment.

4.02 In consideration of the deduction and forwarding service by the Region, the Union agrees to indemnify and save harmless the Region against any claim of liability arising out of or resulting from the collection and forwarding of the dues or any assessments.

4.03 The Union shall be responsible for keeping the Region informed as to the name and address of the Treasurer.

4.04 The amount of Union dues deduction shall be shown on each employee's Income Tax (T-4) slip.

ARTICLE 5 – NO DISCRIMINATION

5.01 There shall be no discrimination, restraint or coercion against any employee by the Employer, the Union or any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability in accordance with the *Ontario Human Rights Code*.

5.02 There shall be no discrimination, restraint or coercion against any person by the Employer, the Union, or any employee because of participation or non-participation in Union activity.

ARTICLE 6 – REPRESENTATION

6.01 The Region agrees to recognize the following Union representation:

- (a) Union Bargaining Committee of not more than three (3) employees whose functions shall be to deal with matters (other than grievances) arising from or pertaining to the Collective Agreement. In addition, the Bargaining Committee may be augmented by the CUPE Local 1764 President.
- (b) A Grievance Committee of not more than two (2) employees, except that the Grievance Committee may be augmented by the Union President.
- (c) No individual employee or group of employees shall undertake to represent the Union at meetings with the Region without proper authorization of the Union. In order that this may be carried out, the Union will supply the Region with the names of its officers. Similarly, the Region will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 The Union shall have the right to appoint up to two (2) Stewards to assist employees in the preparation of grievances, according to the grievance procedure.

6.03 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who may, on permission of the Director of Human Resources Departmental Services, have access to the Durham Region Headquarters to assist in the settlement of any dispute arising from the provisions of this Agreement. The President of the Local or designated Table Officer shall have reasonable access to the Region's premises for the purpose of dealing with matters arising from this Agreement.

6.04 The Union acknowledges that the Committee members and stewards must continue to perform their regular duties on behalf of the Region, and that such persons shall not leave their duties for Union business without first obtaining the permission of their Manager or his/her designate, which permission shall not be unreasonably withheld. On the completion of the Union business, the member or steward shall report back to his/her Manager or designate 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.

6.05 In accordance with this understanding, such employees will be compensated by the Region to the extent of their straight-time pay for such time spent in dealing with matters arising out of this Agreement, up to but not including matters arising from any arbitration proceedings or matters before an official third party save and except attendance at meetings before a Conciliation Officer appointed under The Labour Relations Act.

6.06 Union business will be conducted, to the extent practical, outside regular working hours.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

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

Failing a satisfactory settlement, the second Step of the grievance procedure shall be invoked within five (5) business days of the management's answer at Step 1.

Step 2: The grievance shall be submitted to the Director of Family Services or designate who shall meet with the grievor and who shall render a decision within five (5) business days. The grievor may be accompanied and represented at this Step by the Grievance Committee.

Failing a satisfactory settlement, the third Step of the grievance procedure shall be invoked within five (5) business days of the management's answer at Step 2.

Step 3:(i) The grievance shall be submitted to the Director of Human Resources Departmental Services or designate, who will meet with the grievor and the Grievance Committee within ten (10) business days of the

date of request for such meeting. The decision shall be given within seven (7) business days from the date of such meeting. The Grievance Committee will advise the National Representative of all Step 3 grievance meetings and participation will be at the National Representative's discretion.

7.02 Time Limits

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.

The "days" referred to in this Article are normal business days, excluding Saturdays, Sundays and designated holidays.

7.03 Policy Grievance

Any policy grievance respecting the interpretation, application, administration or alleged violation of this Agreement by the Region or Union may be referred in writing to the responding party within seven (7) days of the occurrence or circumstance giving rise to the grievance, and the Union shall meet within five (5) days thereafter with the Director of Family Services or designate to consider the grievance at Step 2. If final settlement of the grievance is not completed within ten (10) days of such meeting, the grievance may proceed using the next steps in the grievance and arbitration process.

7.04 Region Grievances

It is understood that the Region may bring forward at any meeting held with the Local Executive any complaint with respect to the conduct of the Union and that, if such complaint by the Region is not settled, it may be treated as a grievance and referred to arbitration under Article 7.05.

7.05 Arbitrations

- (i) If not settled at Step 3, the grievance may be referred to arbitration pursuant to the Ontario Labour Relations Act within ten (10) days of the response from the Director of Human Resources or his/her designate. Under no circumstance will a grievance be referred to arbitration after ten (10) days have passed.
- (ii) An arbitrator shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall he/she 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.

- (iii) Where a probationary employee has been terminated, the only issue that may be submitted to an arbitrator is whether the Region acted in a manner that was arbitrary, in bad faith or in violation of the Ontario Human Rights Code.
- (iv) 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 in writing.

7.06 Optional Mediation

At any time during the grievance or arbitration process, the parties may retain the assistance of an impartial mediator in an effort to resolve grievances. Where the parties agree to this step, the timelines set out in the grievance and arbitration process shall be discussed. Mediator costs will be shared equally between the parties. The parties agree that information exchanged during the mediation process is privileged and discussions are on a without prejudice basis.

7.07 An employee who claims he has been unjustly discharged may institute an appeal at Step 2 of the grievance procedure within five (5) business days of the effective date of discharge.

7.08 Grievances concerning lay-offs or recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 8 – SENIORITY

8.01 Seniority is defined as the length of service with the Region since the most recent date of hire into the bargaining unit, and shall be a factor in determining promotions, transfers, demotions, layoffs, recalls and vacations. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in this Agreement.

8.02 An employee shall serve a probationary period of twelve (12) 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 25 - Employee Definitions, paragraph 25.02.

8.03 An employee who satisfactorily completes the probationary employment shall be placed on the seniority list and will be credited with seniority at a date representative of the time spent on probation.

8.04 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. A current electronic copy of the seniority list will be forwarded to the Union on a quarterly basis.

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

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

8.06 Where an employee is transferred or promoted to a position not subject to the terms of this Agreement, he shall retain the Seniority accrued to the date of the transfer or promotion from the bargaining unit for up to thirteen (13) months. If the employee is placed back into a position covered by the terms of this Agreement, his aforementioned Seniority shall be credited to him.

ARTICLE 9 – LAYOFF AND RECALL

9.01 In the event of a reduction in the full-time workforce, layoff shall commence with the full-time employee with the least amount of total seniority within the bargaining unit, within the job classification affected.

9.02 In the event of a reduction in the part-time workforce, layoff shall commence with the part-time employee with the least amount of total seniority within the bargaining unit, within the job classification affected.

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

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

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

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

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

9.05 An employee who elects to use his seniority as in paragraphs 9.03 and 9.04 above, shall receive the rate of pay for the position which he/she secures.

9.06 Notice of lay-off shall be given to an employee fourteen (14) calendar days in advance of lay-off. The Region agrees to give as much further notice as is possible under this article.

9.07 In the event of recall, positions will be filled in the reverse manner to the layoff provided the employee's ability and qualifications are sufficient. A full-time employee will be recalled to either a full-time or part-time position and a part-time employee will only be recalled to a part-time position.

ARTICLE 10 – BULLETIN BOARDS & DISTRIBUTION LISTS

- 10.01 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.
- 10.02 The Employer will provide annually after April 1, in accordance with any applicable legislation, a mailing list of home addresses and telephone numbers of all CUPE members. The list will be generated from the information that the Employer has on file. CUPE members who do not want the Union to have this information shall notify, in writing, the Department of Human Resources by March 31 of each calendar year. The Employer will not be held liable for the accuracy of the list nor for the use of the information by the Union.
- 10.03 The Employer will establish a distribution list on the internal e-mail system for CUPE members who normally have access to the system so that the Union may communicate with its' members directly. Such communication will not contain information that reflects negatively on the Employer and must be compliant with the Region's policies on the use of email. While the Employer agrees to maintain the distribution list, including the placement of new hires and the deletion of members from the list, the Employer will not be held liable in regard to such matters.

ARTICLE 11 – JOB POSTINGS AND PROCEDURES

- 11.01 When a vacancy occurs or a new position is created which is subject to the provisions of this Agreement, the Region shall, with the exception of positions in the lowest salary level, post the position on bulletin boards accessible to employees for a period of five (5) working days so that employees may have the opportunity to make written application for the position. No outside applicants shall be considered until internal applicants for the position have been considered and notified of the outcome. The name of the successful applicant will be posted on the bulletin boards.
- 11.02 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 forty-five (45) calendar days should be offered to the qualified employees in the Division 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.

- 11.03 Selection of the successful candidate 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.
- 11.04 An employee successful in a job posting application shall not be permitted to 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 Director of Family Services or his/her designate. An employee successful to a temporary vacancy shall not be permitted to fill any subsequent temporary vacancy that may arise during his/her initial temporary vacancy appointment.

ARTICLE 12 – HOURS OF WORK

- 12.01 The normal hours of work shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) hours and a one (1) hour unpaid meal break. The hours of operation shall be between 8:30 a.m. to 9:00 p.m.
- 12.02 Family Counsellors 1 and 2 shall work three (3) day shifts and two (2) evening shifts per week. These shifts shall remain consistent from week to week unless otherwise agreed to by the parties.
- 12.03 No Employee shall be scheduled to work more than one (1) Saturday in every four (4).
- 12.04 Adult Community Support Services Workers shall work with five (5) day shifts per week, but may be required to work up to one (1) night shift per week where the Employer has provided them with one (1) week's advance notice.

ARTICLE 13 – OVERTIME

- 13.01 All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime provided it is approved in advance by the Director of Family Services.
- 13.02 Overtime will be paid at the rate of time and one-half the straight-time rate except for overtime on Sunday and Christmas Day which will be paid at

double the straight-time rate. Time off in lieu of overtime payment may be granted at an employee's request on the basis of one and one-half (1-1/2) hours off for one hour of overtime worked. The scheduling of any such time off is subject to the approval of the Director of Family Services or his/her designate.

- 13.03 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work.
- 13.04 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.
- 13.05 Owing to the nature of the services provided by the employees, it may be necessary to require employees to work overtime.
- 13.06 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

ARTICLE 14 – CALL BACK AND SHIFT PREMIUM

- 14.01 A minimum of three (3) hours pay at the appropriate overtime rate will be paid to an employee who is called back to work after having left the premises on completion of his regular shift.
- 14.02 Additional or successive call backs commencing and concluding within the three hour period shall be regarded as part of the original call back.
- 14.03 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.
- 14.04 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- 14.05 For the purposes of this Article, call-backs shall only include work where management requires the employee to physically return to the work premises after the completion of their regular shift.

ARTICLE 15 – LEAVE OF ABSENCE

- 15.01 The Region may grant a leave of absence for personal reasons, of up to twelve (12) 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.
- 15.02 All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave. A written reply shall be given within five (5) days of such request.
- Leave of absence without pay or loss of seniority for attendance at Union Conferences, seminars and conventions will be granted to not more than two (2) employees at any one time for a period not to exceed twenty (20) working days cumulative in any one year for the Local.
- 15.03 Except as otherwise stated, an employee may only accumulate seniority during the first three (3) months of a granted leave of absence.
- 15.04 An employee shall be granted time off for bereavement leave, without loss of pay, according to the schedule below, following the date of death of:
- (a) an employee's spouse or child, up to nine (9) consecutive days;
 - (b) a father, mother, father-in-law, mother-in-law, sister or brother, up to four (4) consecutive days;
 - (c) an employee's grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild, up to two (2) consecutive days;
 - (d) an additional two (2) days travelling time, without pay, may be granted by the Director of Family Services or his/her designate to permit the employee to attend a funeral in the family that is to be held at a distant point.
- 15.05 Extension of group benefit coverage is available to employees who are on approved leave of absence, provided the required contribution of one hundred (100) percent is paid monthly by the employee in advance of the beginning of every month except as modified by the Employment Standards Act.
- 15.06 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits, for this purpose. The Region shall pay the employee his full basic wage or salary for the period of such service, provided that the employee shall turn over

to the Region at the Human Resources Department the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment therefore.

15.07 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.

15.08 When an employee, who would otherwise be using sick leave or vacation suffers a death in the family which entitles him/her to paid time off under clause 15.04, the bereavement leave will be allowed to replace either the on-going sick leave or vacation. The employee will make every effort to advise his/her manager of the situation during the leave. The re-scheduling of any vacation will be at a time mutually agreed upon between the employee and his/her manager.

15.09 **Pregnancy Leave**

(a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time, she shall furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

(d) Credits for service and seniority shall accumulate while an employee is on pregnancy leave except for the calculation of the probationary period.

(e) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits, pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. That benefit will be equivalent to the difference between seventy-eight (78) % of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period. Receipt by the Employer of the employee's Employment Insurance cheque stub shall constitute as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period 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.

15.10 **Parental/Adoption Leave**

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) The employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (e) An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum of twelve (12) months.
- (f) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (g) Credits for service and seniority shall accumulate while an employee is on parental/adoption leave except for the calculation of the probationary period.

- 15.11 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.
- 15.12 At the request of the Union, the Region will grant the Union president full-time off from his/her regular duties to deal solely with Union matters for the duration of his/her term in office. The Union agrees to reimburse the Region on a yearly basis for the salary of the full-time president.

ARTICLE 16 – HOLIDAY

- 16.01 Regular and probationary employees shall be entitled to the following paid holidays which shall also be granted to temporary employees:

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

And any National or Provincial holiday declared by the Federal Government or Government of Ontario.

- 16.02 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.
- 16.03 Where absence on either or both of the qualifying working shifts in para. 16.02 is either with the written permission of the Department Head or his/her designate or is due to illness attested to by a physician's certificate, payment will be made. When an employee is on a leave of absence without pay or sick leave without pay in excess of one (1) month he shall not be paid for any designated holiday(s) falling within the period of leave of absence or sick leave without pay.
- 16.04 When any of the above holidays fall on a Saturday or Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Region as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.

ARTICLE 17 – VACATIONS WITH PAY

- 17.01 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.
- 17.02 All regular employees shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to May 31 of that same calendar year except that an employee shall become entitled to increased vacation entitlement after January 1st in the calendar year in which the first or subsequent anniversary of service falls. The increased entitlement for employees in which their first anniversary of service falls shall be on a prorated basis.
- 17.03 Vacations may only be carried over where approved by the Department Head or his/her delegate.
- 17.04 Temporary employees shall be paid four (4) percent of their earnings on each pay as vacation pay. A temporary employee successful in obtaining a non-temporary position with the Region, without a break in service, may take a vacation period equal to the converted value of the vacation pay period. It is understood that where the employee takes a vacation period, the employee has already received vacation pay for such period.
- 17.05 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/her designate.

- 17.06 An employee who is on leave of absence without pay in excess of three (3) months shall receive a vacation with pay pro-rated to time worked.
- 17.07 In the event an employee has earned vacation credits during a leave of absence, the employee will be required to use such vacation credits from the previous accrual period prior to returning to work.
- 17.08 For granting vacation by seniority, requests for vacation must be submitted by March 31. The finalized vacation schedule will be posted by April 30th. Requests will be granted by seniority.

All vacation requests submitted after March 31 will be on a first come first served basis. Requests for vacation time occurring prior to March 31st in the calendar year will be on a first come first served basis.

As vacations should not interfere with operational requirements, it is recognized that management has the discretion to grant or deny vacation requests.

ARTICLE 18 – SICK LEAVE

- 18.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 18.02 All regular employees shall be entitled to one and one-half (1-1/2) days sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such employees.
- 18.03 All regular employees shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary employees shall not be entitled to such credits until they become regular employees, at which time sick leave credits will be established as of the date of hiring, except that probationary employees may draw an advance on their accumulations.
- 18.04 Employees absent from work in excess of three (3) working days due to medical reasons must submit an appropriate medical note and related documentation satisfactory to the employer to cover the absence, and may at the discretion of the employee's manager be required to produce an appropriate medical note and related documentation satisfactory to the employer to cover any shorter period of absence due to medical reasons. Normally the medical note to cover absences of three (3) days or less will be asked for in advance. A failure to provide supporting medical information when requested may result in denial of the sick leave benefits for that period of absence.

- 18.05 Any regular employee who has had at least five (5) years of continuous service shall, upon termination of his employment for any reason, be entitled to a sick leave gratuity equal to his salary at the time of such termination of service, for one-half (1/2) of the number of days of sick leave standing to his credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of his salary at that date.
- 18.06 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Workplace Safety 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.
- 18.07 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 Workplace Safety Insurance Board.
- 18.08 Employees shall be permitted to use up to three (3) days per calendar year of their banked sick day credits to deal with family/dependent issues as defined by the Region's Family/Dependent Leave with Pay policy.

ARTICLE 19 – BENEFITS

- 19.01 The Region will provide the following employee benefit program with premiums payable by the Region to all full-time regular employees, *except as noted*:
- (a) Life Insurance - twice basic annual salary to a maximum insured amount of \$250,000. Coverage to commence from sixth month of service.
 - (b) Paid-up Life Insurance Policy in the amount of \$2,500 to employees who retire early with their OMERS 90 factor, or upon retirement at age 65 or later if working past age 65.
 - (c) Accidental Death and Dismemberment Insurance - In the event of an employee's accidental death, the amount of insurance is equal to two (2) times the basic annual salary to a maximum insured amount of \$250,000. Coverage to commence from sixth month of service.
 - (d) Extended Health insurance to commence from third month of service and to provide:
 - (i) Semi-private hospital coverage.

- (ii) Drug Plan – 100% reimbursement. 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.
 - (iii) Vision Care with a four hundred (\$400) maximum effective upon ratification over each two consecutive calendar years and can be used towards laser eye surgery. One optical exam covered every two consecutive calendar years to a maximum of eighty dollars (\$80) per visit.
 - (iv) Chiropractic services: Co-insurance with the Employer paying 80% and the Employee paying 20% up to a maximum of five hundred dollars (\$500) per calendar year.
 - (v) Treatment of speech impairments by a registered speech therapist: the maximum amount payable is five thousand dollars (\$5,000) per calendar year.
 - (vi) Massage therapy by a registered massage therapist subject to reasonable and customary limits: Co-insurance with the Employer paying 80% and the Employee paying 20% up to a maximum of five hundred dollars (\$500) per calendar year.
- (e) Long Term Disability - payable at 66-2/3% of basic earnings (fully integrated with government benefits) to a maximum of \$7,000 per month. Benefits to commence from 181st day of disability. Coverage to commence from the sixth (6th) month of service.
- (f) Dental Plan - Coverage to commence from third (3rd) month of service:
- (i) Basic - no co-insurance and basic dental recall every 9 months.
 - (ii) Endodontal and Periodontal - co-insurance with plan paying 75% and employee 25% and scaling and/or root planing to annual maximum of eight (8) time units per year.
 - (iii) Orthodontal - co-insurance with plan paying 50% and employee 50%, dependent children only, lifetime maximum of \$3,000 per child.
 - (iv) Major Restorative - co-insurance with plan paying 50% and employee 50%.

- (v) Annual Maximum: For all dental benefits received in any one calendar year is \$2,500 per insured person.
- (vi) Reimbursement will be based on the current O.D.A. (Ontario Dental Association) Fee Guide.
- (g) Survivor Benefits: Upon the death of an active employee who is in receipt of benefits, the employee's spouse and dependent children will continue to have EHB and dental coverage for a maximum of 24 months or age 65 of spouse or until they remarry, whichever comes first.

19.02 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 will be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits shall be adjusted between the employee and the insurance company, but the Employer will use its best efforts to assist the employee in dealing with the insurance company.

19.03 The parties agree that the Employment Insurance premium reduction will accrue to the Region to offset increases in benefit costs. The Region will provide to the Union annually, an accounting of the cost savings achieved as a result of this provision.

19.04 Pensions

Regular full-time employees, *except as noted below*, must participate in OMERS. The Region and employee shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan. Where permitted by OMERS, an individual in receipt of an OMERS pension may either (a) elect to have their pension suspended and re-enrol in OMERS while an employee of the Region or, (b) continue to receive an OMERS pension and not enrol in OMERS while an employee of the Region.

19.05 Employees who retire early (between age 55 and 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 the Dental benefits up to the age of 65. The cost of this program is paid by the Region.

19.06 Employees working over the age of 65 shall be excluded from Articles 19.01(c) and 19.01(e). Such employees shall also be excluded from Article 19.01(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.

ARTICLE 20 – JOB CLASSIFICATIONS

- 20.01 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. This clause shall also apply where the duties of an employee have changed extensively to place the job in a different classification. This clause shall not be used to by-pass the job posting process.
- 20.02 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.
- 20.03 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.

ARTICLE 21 – COPIES OF AGREEMENT

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

ARTICLE 22 – VEHICLE ALLOWANCE

- 22.01 Employees who drive their vehicle for work-related purposes shall be reimbursed in accordance with the Region's policy. Such employees will certify to the Employer that they are properly licensed and insured in accordance with Regional policies.

ARTICLE 23 – RELIEVING IN OTHER GRADES

- 23.01 When an employee is designated to a position of higher rating for more than a full shift by management, he shall receive the rate for the position for which he is relieving for the full period of relief.

ARTICLE 24 – WAGE SCHEDULES AND CLASSIFICATIONS

24.01 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.

ARTICLE 25 – EMPLOYEE DEFINITIONS

25.01 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.

25.02 Probationary Employee

Probationary employees are those hired for regular full-time positions, and who have not completed probationary service of twelve (12) continuous calendar months.

Such employees shall not be subject to the provisions of this Agreement except for: - Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 12 - Hours of Work; Article 13 - Overtime; Article 14 - Call Back; Clause 15.04 of Article 15 - Leave of Absence; Article 16 - Designated Holidays; Article 17 - Vacations with Pay; Article 18 - Sick Leave; Article 19 - Benefits; Article 22 - Vehicle Allowance; Article 23 - Relieving In Other Grades; Article 24 - Wage Schedule & Classifications; and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final.

Absence in excess of ten (10) working days for any reason during probationary service shall be added to the probationary period. Employees retained past the probationary period shall be placed on the seniority list and credited with seniority at a date twelve (12) months prior to acquiring such seniority.

25.03 Temporary Employee

A temporary employee may be hired for a period not to exceed 12 calendar months plus vacation time for the specific purpose of replacing an employee on pregnancy/parental/adoption leave, WSIB or LTD.

A temporary employee may be hired for a period of up to 12 calendar months to work on projects. The above may be extended by the mutual agreement of the parties.

Such employee shall not be subject to the provisions of this Agreement except for: - Article 3 - Management Rights; Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 26 – Health and Safety; Article 12 - Hours of Work; Article 13 - Overtime; Article 14 - Call Back; Article 16 - Designated Holidays; para. 17.04 of Article 17 - Vacations with Pay; para.19.04 of Article 19 - Benefits (OMERS); Article 22 - Vehicle Allowance; Article 24 - Wage Schedule & Classifications; and other than these Articles shall not have recourse to the grievance procedure or arbitration during his employment or upon termination thereof. Such employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final.

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

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

The service credit and/or seniority date herein established shall not be used for any other purpose whatsoever. Also, it is understood and agreed that such service shall not count towards the completion of the twelve (12) 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.

25.04 Part-Time Employees

A part-time employee is a person who is regularly employed for less than the normal weekly hours of work for their job classification. Such employees shall be subject to the provisions of this Agreement in the same manner as regular employees except for:

- (i) Paras. 8.01 and 8.02 of Article 8 - Seniority. Instead a part-time employee shall serve a probationary period of twelve (12) continuous calendar months of time worked from the date of entry into the bargaining unit during which time the probationary part-time

employee shall not have recourse to the grievance procedure or arbitration in the event of disciplinary action or termination of services. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final. Seniority shall be a factor in determining promotions, transfers, demotions, layoffs (as defined for part-time employees) and recalls. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in the Collective Agreement.

- (ii) Article 9 - Layoff and Recall, which shall apply in full except it is agreed that due to the absence of a defined week work schedule for part-time employees, shifts for which the part-time employee is not required for work shall not be considered as a layoff.
- (iii) Paras. 13.01, 13.02, 13.03 and 13.06 of Article 13 - Overtime. Instead, part-time employees shall be paid overtime at the rate of one and one half times their straight time rate for hours worked in excess of the normal daily hours for their job classification or for shifts worked in excess of ten per pay period or for time worked on a designated holiday.
- (iv) Article 14 - Call Back.
- (v) Article 17 – Vacations with Pay. Instead, part-time employees shall have no more than 2 unpaid weeks off for vacations, prorated to time worked, and shall be paid a percentage of their earnings according to the following schedule:
 - (a) Less than two (2) years of service – 4%
 - (b) Two (2) to four (4) years of service – 5%
 - (c) Four (4) to ten (10) years of service – 6%
 - (d) Ten (10) to twenty (20) years of service – 10%
 - (e) Twenty (20) or more years of service – 12%
- (vi) Article 18 – Sick Leave.
- (vii) Article 19 – Benefits, except that part-time employees shall be entitled on an optional basis to participate in the extended health benefit plan (para. 19.01) and pension plan (19.04) only subject to the pension plan requirements.
- (viii) Article 23 – Relieving in Other Grades.

ARTICLE 26 – HEALTH AND SAFETY

- 26.01 The parties agree to abide by the *Occupational Health and Safety Act*. It is recognized that all employees have a prime responsibility to observe safe working methods and conduct.

ARTICLE 27 – EMPLOYEE FILES

- 27.01 Where a written assessment is made in regard to an employee's performance, the employee shall receive a copy and be provided with the opportunity to comment.
- 27.02 Upon request, an employee may review his/her employee file in Human Resources.
- 27.03 Any record of 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. This clause shall not apply in matters involving a breach of professional obligations with respect to client interactions.
- 27.04 When an employee is discharged, disciplined or suspended, he shall be given the reason in the presence of a Union representative.

ARTICLE 28 – NO STRIKE OR LOCKOUT

- 28.01 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.
- 28.02 The parties agree that where an emergency has been declared according to the statute by the Regional Chairman, the Provincial Government, the Federal Government or at a Local Municipality that impacts the Region of Durham, all regional staff with any type of emergency measures responsibilities, where practicable, will not be permitted to strike or be locked out and will be required to return to work.

ARTICLE 29 – GENERAL

- 29.01 Management staff shall not work on any jobs which are normally done by persons within the bargaining unit, except for the purpose of instruction,

experimentation, or in emergencies when regular employees are not available or on a temporary basis where management coverage is required to meet service contract and procedural obligations.

ARTICLE 30 – DURATION

30.01 This Collective Agreement shall be in effect from April 1, 2015 and shall remain in effect until March 31, 2018 and unless either party gives to the other party a written notice in accordance with the Ontario *Labour Relations Act* of termination or of a desire to amend this Collective Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

Dated at Whitby, Ontario, this 6th day of April, 2016.

ON BEHALF OF THE
REGIONAL MUNICIPALITY
OF DURHAM

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1764-04

(Sgd.) Roger Anderson
Regional Chair and CEO

(Sgd.) Debbie Sloan
Unit Chair 1764-04

(Sgd.) Debi Wilcox
Regional Clerk

(Sgd.) Roz Zurkowsky
Bargaining Team Member,
Local 1764-04

(Sgd.) Neil Henderson
President, CUPE Local 1764

(Sgd.) Michelle Miller
Canadian Union of
Public Employees

**APPENDIX A
SALARY GRID**

Employees Hired April 1, 2012 and prior:

Bargaining unit members employed in the bargaining unit as of April 1, 2012 shall receive a lump sum payment equivalent to the following percentage of their regular pay according to the following schedule:

- a. 1.5% paid within 30 days of March 31, 2016 (for the completion of active service from April 1, 2015 to March 31, 2016);
- b. 1.5% paid within 30 days of March 31, 2017 (for the completion of active service from April 1, 2016 to March 31, 2017);
- c. 1.5% paid within 30 days of March 31, 2018 (for the completion of active service from April 1, 2017 to March 31, 2018).

A.01 The lump sum payment shall not be deemed regular weekly earnings.

A.02 The lump sum payment will be prorated where the employee has not actively worked the year preceding the lump sum payment.

Employees Hired April 1, 2012 and prior:

Job Title	April 1, 2015 – March 31, 2018
	Hourly Job Rate
Family Counsellor 2	51.37
Family Counsellor 1	42.45
Adult Community Support Services Worker 2	35.07
Adult Community Support Services Worker 1	35.07

Employees Hired after April 1, 2012:

Bargaining unit members hired in the bargaining unit after April 1, 2012 shall receive the following rates of pay during the life of the Collective Agreement.

Job Title	April 1, 2015			April 1, 2016			April 1, 2017		
	Start 90%*	1 Year 95%**	2 Year Job Rate	Start 90%*	1 Year 95%**	2 Year Job Rate	Start 90%*	1 Year 95%**	2 Year Job Rate
Family Counsellor 2	41.43	43.73	46.03	42.09	44.43	46.77	42.83	45.21	47.59
Family Counsellor 1	32.96	34.79	36.62	33.49	35.35	37.21	34.07	35.97	37.86
Adult Community Support Services Worker 2									
Adult Community Support Services Worker 1	30.12	31.80	33.47	30.61	32.31	34.01	31.15	32.88	34.61

* 90% of Job Rate

** 95 % of Job Rate

LETTER OF UNDERSTANDING

BETWEEN

THE REGIONAL MUNICIPALITY OF DURHAM

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1764-04**

**Re: REQUEST FOR PROPOSAL (“RFP”)/BUSINESS VENTURES
DISCLOSURES/ACCREDITATION REQUIREMENTS**

WHEREAS the Union recognizes that the Employer may request and disclose employee personal information and background checks to third parties in response to an RFP, other business venture or accreditation requirements.

AND WHEREAS the Union recognizes that the disclosure of this information is required for FSD.

NOW THEREFORE, the parties agree as follows:

- (a) The Union shall not interfere with, delay or grieve such requests.
- (b) The Employer shall only disclose this information to the intended third party.
- (c) The Employer shall, subject to confidentiality requirements, provide a written notification of the request and rationale for the request.

Dated at Whitby, Ontario, this 6th day of April, 2016

Kelly McDermott
For the Regional
Municipality of Durham

Michelle Miller
For the Canadian
Union of Public Employees

Debbie Sloan
For CUPE
Local 1764-04

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1764-04

Re: SENIORITY DATE

The parties agree that all existing bargaining unit members employed on the date this first Collective Agreement is ratified shall be credited with seniority from the last date of hire into the Regional Municipality of Durham, where there has been no break in service.

The parties further agree that all bargaining unit members hired after the date this first Collective Agreement is ratified shall be credited with seniority from the last date of hire into the bargaining unit, where there has been no break in service.

Dated at Whitby, Ontario, this 6th day of April, 2016

Kelly McDermott
For the Regional
Municipality of Durham

Michelle Miller
For the Canadian
Union of Public Employees

Debbie Sloan
For CUPE
Local 1764-04

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1764-04

Re: MODIFIED WORK/RETURN TO WORK

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 co-operate in finding suitable alternative employment.

Where the employee cannot be accommodated in their regular classification, the parties, augmented by the Unit Chair or designate, will meet 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, whether 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 capable of performing duties of another classification provided the employee has the requisite skill and ability to perform the job.

Dated at Whitby, Ontario, this 6th day of April, 2016

Kelly McDermott

For the Regional
Municipality of Durham

Michelle Miller

For the Canadian
Union of Public Employees

Debbie Sloan

For CUPE
Local 1764-04

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1764-04

Re: SATURDAY WALK-IN CLINIC

1. The Employer agrees to provide the Union with thirty (30) days written notice of its intention to introduce a Saturday Walk-In Clinic.
2. Prior to the thirty (30) day written notice, the Employer will meet with the Union to discuss the impact of the shifts on employee schedules.

Dated at Whitby, Ontario, this 6th day of April, 2016

Kelly McDermott _____
For the Regional
Municipality of Durham

Michelle Miller _____
For the Canadian
Union of Public Employees

Debbie Sloan _____
For CUPE
Local 1764-04

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1764-04

Re: Payroll in Arrears

The parties shall meet during the life of the Collective Agreement to discuss moving current 1764-04 members from a current payroll system to two weeks in arrears.

Dated at Whitby, Ontario, this 6th day of April, 2016

Kelly McDermott
For the Regional
Municipality of Durham

Michelle Miller
For the Canadian
Union of Public Employees

Debbie Sloan
For CUPE
Local 1764-04

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1764-04

Re: Location Transfer:

- a) Prior to posting a vacancy, the Director of Family Services, or designate, will provide written notice of the location of the vacancy to employees currently employed in the same job classification and status as the vacancy. Once notice has been provided, any employee in receipt of such notice may provide a written expression of interest to the Director of Family Services, or designate, requesting a location transfer to that vacancy. This expression of interest must be submitted within five business days of the notice.

- b) The Region will accept expressions of interest, as per paragraph a, for no more than one vacancy resulting from the original location transfer.

- c) The decision to transfer will be made at the sole discretion of management.

Dated at Whitby, Ontario, this 6th day of April, 2016

Kelly McDermott _____
For the Regional
Municipality of Durham

Michelle Miller _____
For the Canadian
Union of Public Employees

Debbie Sloan _____
For CUPE
Local 1764-04