



Collective Agreement

Between

The Regional Municipality of Durham

and

The Canadian Union of Public Employees

Local 1764

April 1, 2024 – March 31, 2027

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This Agreement Made This 28th Day of October, 2024

Between

The Regional Municipality of Durham

(Hereinafter Called The "Region")

Of the First Part

And

The Canadian Union of Public Employees

And Its Local 1764

(Hereinafter Called The "Union")

Of the Second Part

Article 1 Purpose

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

Article 2 Management Functions

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

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

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

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

Article 3 Recognition And Negotiations

3.01 The Region recognizes the Canadian Union of Public Employees and its Local #1764 as the sole and exclusive bargaining agent of all its employees as defined in the Ontario Labour Relations Board's declaration issued and dated October 1, 1974 pursuant to the agreement between the parties September 18, 1974 and as further defined in the Ontario Labour Relations Board's decision dated May 6, 1976 and the agreement between the parties dated September 11, 1975 and as further defined in the Ontario Labour Relations Board's decision dated September 21, 1976 and the agreement between the parties dated November 8, 1976 and the agreement between the parties dated March 7, 1989 and all employees employed by the Regional Municipality of Durham in the Family Services Division (FSD), save and except FSD students, supervisors and persons above the rank of supervisor. The parties agree to include persons who are employed for not more than twenty-four (24) hours per week and who are employed in positions, which would otherwise fall within the scope of the bargaining unit.

Article 4 Check-Off of Union Dues

- 4.01 All employees shall have monthly Union dues assessed by the Union on its members according to its Constitution. Such dues shall be deducted by the Region each pay and shall be remitted by the fifteenth (15) 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 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 against any employee by the Union or the Employer by reason of race, creed, colour, ethnic origin, citizenship, age, sex, marital status, nationality, ancestry or place of origin, family status, disability, sexual orientation, gender identity, gender expression, record of offenses, political affiliation or activity, - place of residence or any other protected ground under the Ontario Human Rights Code as may be amended from time to time. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them 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. Further, the Region and Union commit to combat racism of all forms in the workplace and promote an inclusive culture for a member/s who identify as black, indigenous or a person of colour.

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.
- 6.02 The parties agree that where an emergency has been declared according to statute by the Regional Chair, 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 7 Representation

7.01 The Region agrees to recognize the following Union representation:

- (a) Union Bargaining Committee of not more than twelve (12) 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 or designate.
- (c) No individual employee or group of employees shall undertake to represent the Union at meetings with the Region without proper authorization of the Union. In order that this may be carried out, the Union will supply the Region with the names of its officers. Similarly, the Region will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 The Union shall have the right to appoint Stewards to assist employees in the preparation of grievances, according to the grievance procedure. The number of Stewards from a department or division shall be as set out in Schedule '1' attached to and forming part of this Agreement.

7.03 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who may, on permission of the Commissioner of Corporate Services, have access to the Region's premises 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.

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

Article 8 Grievance Procedure

8.01 Differences or disputes arising between the Region and the employee shall be considered as grievances and shall be dealt with in the following manner, and all grievances shall be submitted and answered in writing, and shall state the Article(s) in dispute, the nature of the grievance, the affected employee(s) and the remedy sought. While it is agreed by the parties that grievances should be settled as early as possible in the grievance procedure, the parties also recognize the importance of discussing issues before the need for a grievance arises. Furthermore, if the parties reach a mutually satisfactory resolution to a grievance at any step, it shall be captured in writing.

Step 1:

An employee having a grievance shall present it to their Steward in writing so the Union Steward can assess if the grievance is justified and should be submitted to the Employer.

In the case of discipline grievances, the Union and employee 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.

In the case of all other grievances, the Union and employee shall jointly take the matter up within ten (10) business days of the event giving rise to the grievance to the appropriate representative of management who shall have ten (10) 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 Department Head or their 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:

- (a) The grievance shall be submitted to the Commissioner of Corporate 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 ten (10) business days from the date of such meeting. Where the grievance has a significant impact on the membership as a whole, the union may request that the matter be heard directly by the Commissioner of Corporate Services.
- (b) Prior to the scheduling of an arbitration hearing, the parties shall retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration. A mediation meeting will be held within sixty (60) days of receipt of notification of arbitration as provided for in this clause except where mutually agreed by the parties.

In order to facilitate the timely scheduling of mediation meetings required under this clause, the parties will meet periodically to review and select available qualified mediators mutually acceptable to the parties. Such agreed mediators will be placed on a list of mediators that may be retained by the parties on an as needed basis.

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.

Prior to a scheduled mediation date, the Union shall provide management a list of suggested grievances being referred to mediation at least twenty (20) business days in advance of the mediation. Management shall confirm the list within fifteen (15) business days of such notice.

This step may be bypassed by agreement of the parties.

- (c) If the parties at Step 3 are unable to reach a satisfactory settlement, then the matter shall be referred to arbitration within fifteen (15) business days of the Step 3 response, as defined in the Ontario Labour Relations Act as amended from time to time.

8.02 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

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

8.04 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Agreement, nor deal with matters not covered by this Agreement.

8.05 Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent. A written request for valid reasons by either party for an extension to the time limits in this grievance procedure submitted prior to the time limit at the applicable Step of the grievance procedure shall not be unreasonably denied.

- 8.06 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- 8.07 It is understood that the Region may bring forward at any meeting held with the Union President any complaint with respect to the conduct of the Union and that, if such complaint by the Region is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same manner as a grievance of an employee.
- 8.08 Whenever the Region deems it necessary to issue a non-disciplinary letter of counsel (NDLOC), verbal warning, written warning, suspend or discharge an employee, the Region shall forward a copy of the letter to the Secretary of the Union and Lead Steward, within five (5) days thereafter.
- 8.09 When an employee is discharged, disciplined or suspended, they shall be given the reason in the presence of a Union representative.
- 8.10 An employee who claims they have 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.
- 8.11 Should it be found during the grievance procedure that an employee has been unjustly suspended or discharged such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their 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.
- 8.12 Grievances concerning lay-offs or recalls shall be initiated at Step 2 of the grievance procedure.

Article 9 Employee Files

- 9.01 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.
- 9.02 Upon written request, an employee may review their employee file in Corporate Services - Human Resources.

- 9.03 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 10 Safety

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

Article 11 Seniority

- 11.01 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.
- 11.02 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 30 - Employee Definitions, paragraph 30.02.
- 11.03 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.
- 11.04 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 and electronically on the intranet in January and July of each year. An electronic copy of the seniority list will be forwarded to the Union twice a year.

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

- (a) Voluntarily resigns.
- (b) 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.
- (c) Fails to confirm their intention to return to work within five (5) working days after notice to return to work has been sent to them 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.
- (d) Is absent from work in excess of three (3) working days without sufficient cause or without notifying their immediate supervisor.
- (e) Overstays an approved leave of absence and fails to obtain written extension from the Region.
- (f) Is discharged for cause and not reinstated through the grievance procedure.

11.06 Where an employee is transferred or promoted to a position not subject to the terms of this Agreement, they shall retain the Seniority accrued to the date of the transfer or promotion from the bargaining unit for up to eighteen (18) months in a twenty-four (24) month period from the commencement of the leave. If the employee is placed back into a position covered by the terms of this Agreement, their aforementioned Seniority shall be credited to them.

Article 12 Layoff and Recall

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

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

12.03 A full-time employee given the notice of lay-off may utilize their 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 their seniority then the full-time employee given notice may utilize their 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.

12.04 A part-time employee given the notice of lay-off may utilize their 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.

12.05 An employee who elects to use their seniority as in paragraphs 12.03 and 12.04 above, shall receive the rate of pay for the position which they secure.

12.06 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.

12.07 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 13 Bulletin Boards and Distribution Lists

13.01 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.

13.02 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, Corporate Services - 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. The Region will provide an area on their intranet to connect to the CUPE1764.ca website link.

13.03 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. 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 14 Job Postings and Procedures

14.01 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.

14.02 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 sixty (60) calendar days will be offered to the qualified employees in the department on the basis of seniority before being filled by temporary employees. Only the original vacancy shall be required to be filled in this manner.

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

14.03 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.

- 14.04 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 written approval is obtained from the employee's Department Head or their designate. An employee successful to a temporary vacancy shall not be permitted to fill any subsequent temporary vacancy that may arise during their initial temporary vacancy appointment. However, if the employee is in the last eight (8) weeks of the temporary vacancy they may apply to another position.
- 14.05 The Employer will retain an employee's job competition results for use in subsequent job competitions for the same job number for a period of six (6) months from the date of the original job posting.

Article 15 Hours of Work

- 15.01 The normal hours of work shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) hours, Monday to Friday inclusive for the positions shown in Appendices "A" and "C", and forty (40) hours per week consisting of five (5) shifts of eight (8) hours, Monday to Friday inclusive, for the positions shown in Appendix "B". Such shifts shall be contained within the period of seven (7) a.m. to six (6) p.m.
- 15.02 It is agreed that should it become necessary to establish shifts other than those shown in this Article, the Region will do so only after consultation with the Union. The Region will provide adequate notice to an employee where a change in hours is required.
- 15.03 No seven (7) hour shift shall be spread over more than eight (8) hours, and no eight (8) hour shift shall be spread over more than nine (9) hours, inclusive of either one (1) unpaid half-hour off for lunch or one (1) unpaid hour off for lunch upon employee request and as approved by management.
- 15.04 The provisions of paragraph. 15.01 shall not apply to the following personnel, whose normal shift arrangements shall be as set out herein or as determined by the Region:

- (a) Child Care employees, who shall be scheduled to work between six thirty (6:30) a.m. and six thirty (6:30) p.m., Monday to Friday inclusive at seven (7) hours per day, thirty-five (35) hours per week. It is understood that work shall not be offered to Child Care employees when the Directly Operated Child Care Centres are closed and employees may use earned compensatory banks to cover the closures.
- (b) Building Maintenance personnel, who shall work five (5) shifts of seven (7) hours each for thirty-five (35) hours per week within a five (5) day period.
- (c) Any personnel of the Works Department assigned to shifts for emergency operations.
- (d) Appraiser-Negotiators, to whom in addition the provisions of paragraph 15.03 shall not apply.
- (e) Any temporary employee assigned to Traffic Counting operations to whom in addition the provisions of paragraph 15.03 shall not apply.
- (f) Any personnel of the Works Department whose normal place of work is a Regional Depot.
- (g) Clerical employees in the Long Term Care Homes.
- (h) Collectors and Meter Readers in the Finance Department who may work until eight (8) p.m. on two (2) days each week, Fridays excepted.
- (i) Employees in Behaviour Support may be scheduled to work up to nine (9) p.m. Training Specialists will be required to work one (1) evening a week up to nine (9) p.m.
- (j) Employees in the Health Department whose hours of work shall be as set out in the attached Memorandum of Agreement entitled "Re: Modified Conditions of Employment in the Health Department".
- (k) Employees in POA who may be scheduled to work up to 6:30 p.m.
- (l) Part-time clerical/administrative employees in Family Services who may be scheduled to work up to 9:00 p.m.

- (m) The Regional Environmental Laboratory employee's normal work week shall consist of five (5) consecutive shifts of seven (7) hours. This clause is effective only for newly hired staff after September 1, 2004 and any staff that volunteers.
- (n) The Employer may establish shifts with hours of work up until 11:00pm in the CIS Department. The scheduling of such shifts shall be on the basis of seniority provided, however, no employee hired before July 1, 2008 shall be required to work such shift.
- (o) The shifts for the Bylaw Compliance Officers in the Waste Management Division shall be contained within the period of six (6) a.m. to six (6) p.m.
- (p) Program Assistants (Schedulers) in the RDPS Scheduling Office hired after January 1, 2023 may be scheduled on a twenty-four (24) hour schedule. These shifts may be scheduled between Sunday to Saturday, inclusive.
- (q) Employees in the Children's Service Division who are designated to work a split shifts will work two (2) three and a half (3.5) hour shifts per day. The split shift schedule will be pre-determined in accordance with operational needs, however, the Employer will not change a pre-determined split shift schedule with less than 96 hours' notice unless otherwise agreed to by the Employee.
- (r) **Family Counsellors 1 and 2 and Adult Protective Service Workers**
 - 1. 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.
 - 2. 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 agree to by the parties.
 - 3. No Employee shall be scheduled to work more than one (1) Saturday in every four (4).
 - 4. Adult Protective Service 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.

- 15.05 The normal weekly hours of work stated in this Agreement are for the purpose of calculating overtime only.
- 15.06 All employees shall be permitted a fifteen (15) minute rest period in the first four (4)-hour period and the second (2) four (4)-hour period of the shift.
- 15.07 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 applicable rate for the applicable number of hours worked.

Article 16 Overtime

- 16.01 All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime.
- 16.02 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 16.03 Overtime will be paid at the rate of time and one-half (1/2) 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 (1) hour of overtime worked. The scheduling of any such time off is subject to the approval of the Department Head or their designate.
- 16.04 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work.
- 16.05 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- 16.06 Payment of overtime shall not be made where an approved change of shifts is arranged between employees which requires the employee(s) to work in excess of the normal daily or weekly hours.

Article 17 Call Back, Standby and Shift Premium

- 17.01 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 their regular shift.

- 17.02 Additional or successive call backs commencing and concluding within the three (3) hour period shall be regarded as part of the original call back.
- 17.03 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.
- 17.04 An employee designated to standby duty during other than normal hours of work will receive thirty-five (\$35) dollars per standby shift and where legislatively required, a top-up to ensure compliance with the minimum requirements of the Employment Standards Act, 2000, as may be amended from time to time. Effective January 1, 2025, an employee designated to standby duty during other than normal hours of work will receive forty (\$40) dollars per standby shift.
- 17.05 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.
- 17.06 Employees who are assigned to a rotating shift schedule will be paid a shift premium if the shift commences between the hours of twelve (12) noon and two (2) a.m. The shift premium shall be one-dollar and twenty-five cents (\$1.25) per hour for the full shift and a shift premium of one-dollar and twenty-five cents (\$1.25) per hour for working a full midnight shift (between the hours 11 p.m. to 7 a.m.) for the Custodian and Facilities Maintenance Technician job classifications only. Effective January 1, 2025, both premiums shall increase to two dollars (\$2.00) per hour for the full shift.
- 17.07 Employees not designated on stand-by who perform overtime work remotely, shall be paid at the appropriate overtime rate for the time worked. The employee is required to formally log all work performed.

17.08 Effective January 1, 2020, the payments described in Article 17 will, if legislatively required, be adjusted to ensure compliance with the minimum requirements of the Employment Standards Act, 2000, as may be amended from time to time provided it is a greater benefit than currently provided in the Collective Agreement.

Article 18 Clothing and Equipment

18.01 Printing Section Staff, Stockkeepers, Stockkeeper Coordinator(s), Lab Technicians, Dental Staff and the Courier shall be provided with two (2) smocks and/or uniforms. Building Maintenance Staff and Social Housing Custodial and Maintenance Staff will be provided with five (5) uniforms upon hire.

The above will be replaced as necessary. Such equipment will remain the property of the Region.

18.02 Employees will be supplied with required tools and equipment to perform their duties as determined by the Department Head or their designate. Such tools shall remain the property of the Region.

18.03 Employees who require safety footwear as deemed necessary by the Region, will be reimbursed for safety footwear up to one hundred and seventy-five (\$175) dollars per calendar year upon the presentation of the receipt. Effective January 1, 2022, this amount shall increase to three hundred dollars (\$300).

Article 19 Leave of Absence

19.01 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 request shall be assessed on its merit and operational needs. In order to assess the merit of the leave, the Region may ask the employee to produce documentation to substantiate the need for the leave. This request may be made prior to granting the leave or during the course of a granted leave.

The employee shall advise the Region of any change in circumstances related to a granted leave. Failure to advise the Region of any such changes will result, without limitation, in the termination of the leave.

19.02 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 ten (10) employees at any one (1) time for a period not to exceed one hundred twenty (120) working days cumulative in any one (1) year, and not more than two (2) employees from a Division at a time where it would not disrupt the operation of a Division.

The Region shall advance payments for such leaves to the employees on behalf of the Union. The Region shall issue an invoice to the Union for such costs and the Union shall have thirty (30) calendar days from the date the invoice is issued to make full payment to the Region. It is understood that if the Union fails to make full and timely payments, for whatever reason, the Region will no longer advance payments to employees on behalf of the Union for these leaves.

19.03 Except as otherwise stated, an employee may only accumulate seniority during the first three (3) months of a granted leave of absence.

19.04

- (a) 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:
1. an employee's spouse or child or step-child, up to nine (9) consecutive days;
 2. a parent, step-parent, parent-in law, sibling or step-sibling, up to five (5) consecutive days;
 3. an employee's grandparent, child in-law, sibling in-law, or grandchild, up to two (2) consecutive days.
- (b) Where tradition dictates or delayed services occur (interment or memorial) the amounts in paragraphs (1), (2) or (3) may be used over two (2) separate occasions within six (6) months of the date of loss.

- (c) an additional three (3) days travelling time, without pay, may be granted by the Department Head or their designate to permit the employee to attend a funeral in the family that is to be held at a distant point.
 - (d) If an employee suffers bereavement while on vacation, they must provide timely notification to their supervisor/manager. Bereavement leave will replace the appropriate number of scheduled vacation days in accordance with Regional policy.
- 19.05 Extension of group benefit coverage is available to employees who are on approved leave of absence, provided the required contribution of one hundred percent (100%) is paid monthly by the employee in advance of the beginning of every month except as modified by the Employment Standards Act.
- 19.06 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 their full basic wage or salary for the period of such service, provided that the employee shall turn over to the Region's Finance 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 thereof.
- 19.07 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.
- 19.08 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.
- 19.09 In the event of an emergency involving serious illness in their family, an employee may be granted up to one (1) day off per year with pay to deal with the emergency.

19.10 Where an employee is elected or appointed as President of the Local, such employee shall submit a request for a Leave of Absence to the Commissioner of Corporate Services. Upon receiving this request, such leave of absence will be granted with pay, benefits and sick leave accrual as per their normal entitlement in their bargaining unit position. Under no circumstance shall there be vacation carryover following the leave of absence.

19.11 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 prior to the employee's expected due date.
- (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, they shall furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their 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 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 percent (78%) of their normal weekly earnings and the sum of the maximum weekly Employment Insurance benefits available to them during that fifteen (15) week pregnancy benefit period and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period. Receipt by the Employer of the employee's Employment Insurance current claim information page shall constitute as proof that they are 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

19.12 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 prior to the effective date of parental leave.
- (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 their 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.

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.

An employee shall reconfirm their 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.

- (e) Credits for service and seniority shall accumulate while an employee is on parental/adoption leave except for the calculation of the probationary period.

19.13 Domestic and/or Sexual Violence Leave

- (a) Workers experiencing domestic and/or sexual violence as defined by the Employment Standards Act, 2000, may utilize up to two (2) paid days, at their regular rate of pay, in accordance with Regional Policy on the same. This entitlement shall be in addition to any paid entitlements under the Employment Standards Act, 2000.

Article 20 Designated Holidays

20.01 Regular, temporary and probationary employees shall be entitled to the following paid holidays :

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
National Day for Truth and Reconciliation	

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

Any full-time employee who is required to work on a designated holiday will be paid at time and one-half (1/2) for hours worked on the day (and double time on Christmas Day) and shall receive a day in lieu of such holiday approved by management.

Any part-time, temporary and on-call/casual employee required to work on a designated holiday (or an Employment Standards holiday in the case of on-call/casual employees), will be paid at time and one-half (1/2) for hours worked (and double time on Christmas Day) and shall receive holiday pay at their regular rate of pay based on the average daily hours worked in the four (4) weeks preceding the holiday.

20.02 To be eligible for holiday pay an employee must work their full scheduled shift immediately preceding and their full scheduled shift immediately following the holiday. Payment for the holiday shall be one (1) day's pay at the employee's straight-time rate.

20.03 Where absence on either or both of the qualifying working shifts in paragraph. 20.02 is either with the written permission of the Department Head or their 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 they shall not be paid for any designated holiday(s) falling within the period of leave of absence or sick leave without pay.

20.04 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 21 Vacations with Pay

21.01 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 one (1) day per year to a maximum of five (5) additional days.

- 21.02 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 1 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. Effective January 1, 2025, the vacation accrual period for new hires and those transferring into a regular full-time position will be from January 1 to December 31. Any regular employees hired prior to January 1, 2025, who have not accrued three (3) weeks of vacation, shall automatically be credited with three (3) weeks of vacation as of January 1, 2025.
- 21.03 Vacations cannot be carried over from year to year unless the employee has received written approval from their Department Head or their designate and in accordance with limitations in the Regional policy on the same, as may be amended from time to time.
- 21.04 Temporary employees shall be paid four percent (4%) 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.
- 21.05 If a paid designated holiday falls during an employee's vacation, they shall be granted an additional day's vacation at a time mutually agreed to between the employee and the Department Head or their designate.
- 21.06 An employee who is on leave of absence without pay in excess of three (3) months shall receive a vacation with pay pro-rated to time worked.

Article 22 Sick Leave

- 22.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 22.02 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.
- 22.03 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.
- 22.04 Employees absent from work in excess of three (3) working days due to medical reasons must submit a note from a medical physician or a nurse practitioner to cover the absence, and may at the discretion of the employee's manager be required to produce a physician's statement to cover any shorter period of absence due to medical reasons. Normally the physician's statement to cover absences of three (3) days or less will be asked for in advance. It is understood that the cost of such notes can be covered through the employee's health care spending account where applicable.
- 22.05 Any regular employee who has had at least five (5) years of continuous service shall, upon termination of their employment for any reason, be entitled to a sick leave gratuity equal to their salary at the time of such termination of service, for one-half (1/2) of the number of days of sick leave standing to their credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of their salary at that date.
- 22.06 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 their 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.

22.07 No wage payments shall be made to an employee claiming compensation beyond the limit of their credit on sick leave, unless or until an award has been made by the Workplace Safety Insurance Board.

22.08 All employees will be allowed to use up to five (5) days per calendar year of their banked sick day credits or their STIPP sick leave benefits to deal with family/dependent issues. Effective the 2025 calendar year, increase to six (6) days per calendar year.

Article 23 Benefits

23.01 The Region will provide the following employee benefit program with premiums payable by the Region, except as noted, to all full-time regular employees:

- (a) Life Insurance - twice basic annual salary to a maximum insured amount of two hundred fifty-five thousand dollars (\$255,000). Coverage to commence from sixth month of service. Effective January 1, 2025, increase the maximum insured amount to two hundred and seventy thousand dollars (\$270,000).
- (b) Paid-up Life Insurance Policy for retired employees at age 65 or after OMERS 90 Factor, two thousand five hundred dollars (\$2,500). Effective January 1, 2025, increase this amount to two thousand seven hundred and fifty dollars (\$2,750).
- (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 two hundred fifty-five thousand dollars (\$255,000). Coverage to commence from sixth month of service. Effective January 1, 2025, increase the maximum insured amount to two hundred and seventy thousand dollars (\$270,000).

- (d) Extended Health insurance to commence from third month of service and to provide:
1. Semi-private hospital coverage.
 2. Drug Plan – one hundred percent (100%) reimbursement, no maximum limit; Each employee shall be issued an electronic drug card with a dispensing fee cap of ten dollars (\$10.00) per prescription. Effective January 1, 2025, this cap shall increase to eleven dollars (\$11.00). There shall be mandatory generic drug substitution unless otherwise prescribed by a physician.
 3. Vision Care with a four hundred dollars (\$400) maximum over each two (2) consecutive calendar years and such amount can be used towards laser eye surgery. Effective January 1, 2022, increase maximum to four hundred and fifty dollars (\$450) over each two (2) consecutive calendar years. One (1) optical exam covered every two (2) consecutive calendar years to a maximum of one hundred dollars (\$100) per visit.
 4. Ambulance Service and Other Eligible Extended Health Benefit Expenses.
 5. Chiropractic services at a maximum amount of four hundred fifty dollars (\$450) per calendar year. Effective January 1, 2022, increase maximum amount to five hundred dollars (\$500) per calendar year.
 6. Speech therapy: coverage for treatment of speech impairments by a registered speech therapist. The maximum amount payable is five thousand dollars (\$5,000) per calendar year.
 7. Massage therapy by a registered massage therapist at a maximum amount of four hundred dollars (\$400) per calendar year. Effective January 1, 2022, increase this amount to four hundred fifty dollars (\$450) per calendar year.

8. Psychology (provided by the following registered psychological practitioners: occupational therapist and social worker (when related to mental health support/treatment), psychotherapist and psychologist): combined maximum, for all of the above noted registered psychological practitioners, of three thousand dollars (\$3,000) in a calendar year for each covered person, subject to reasonable and customary charges. Effective January 1, 2025, increase this amount to three thousand and five hundred dollars (\$3,500) in a calendar year for each covered person, subject to reasonable and customary charges.
- (e) Long Term Disability - payable at sixty-six and two thirds percent (66-2/3%) of basic earnings (fully integrated with government benefits) to a maximum of seven thousand five hundred dollars (\$7,500) per month. Effective January 1, 2025, increase this maximum to seven thousand seven hundred dollars (\$7,700) per month. Benefits to commence from one hundred eighty-first (181) day of disability. Coverage to commence from the sixth (6) month of service.
- (f) Dental Plan - Coverage to commence from third (3rd) month of service:
- Basic - no co-insurance and basic dental recall every nine (9) months.
- Endodontal and Periodontal - co-insurance with plan paying seventy-five percent (75%) and employee twenty-five percent (25%) and scaling and/or root planing to annual maximum of eight (8) time units per year.
- Orthodontal - co-insurance with plan paying fifty percent (50%) and employee fifty percent (50%), dependent children only, lifetime maximum of three thousand dollars (\$3,000) per child. Effective January 1, 2025, increase this lifetime maximum to three thousand two-hundred and fifty dollars (\$3,250) per child.
- Major Restorative - co-insurance with plan paying fifty percent (50%) and employee fifty percent (50%).
- Annual Maximum - for all dental benefits is two thousand five hundred dollars (\$2,500) per insured person.

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 twenty-four (24) months or age sixty-five (65) of spouse or until they remarry, whichever comes first.
- (h) **Health Care Spending Account ("HCSA"):** three hundred dollars (\$300) annually in accordance with the Canada Revenue Agency Guidelines. Effective January 1, 2025, increase this amount to four hundred and fifty dollars (\$450) annually. Effective January 1, 2026, employees may use all or part of their HCSA, in increments of twenty-five dollars (\$25), towards a Wellness Spending Account administered by the Region's insurer and utilized in accordance with Canada Revenue Agency Guidelines.

23.02 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.

23.03 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 and the Secretary Treasurer annually, an accounting of the premium reduction savings achieved as a result of this provision.

23.04 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. Part-time employees shall be eligible for participation in OMERS on an optional basis, in accordance with the OMERS Act and Regulations.

23.05 Employees who retire early (between age fifty-five (55) and sixty-five (65), and have at least fifteen (15) years of continuous Regional service at the time of retirement and who take a monthly OMERS retirement pension (unreduced or reduced), will be provided with extended health and dental benefits up to age of sixty-five (65). The cost of this program is paid by the Region.

23.06 Employees over the age of sixty-five (65) shall be excluded from Article 23.01(e). Employees over the age of seventy-five (75) shall be excluded from Articles 23.01(a) and 23.01(c).

Article 24 Job Classifications

24.01 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.

24.02 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.

24.03 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 25 Copies of Agreement

25.01 Copies of the Collective Agreement and benefits booklet shall be available to employees on the Region's intranet. A hard copy of the Collective Agreement and/or benefits booklet will be provided to an employee upon their request.

25.02 The Employer will provide new member/s with an electronic Union information package, prepared and maintained by the Union, during Corporate orientation.

Article 26 Vehicle Allowance

26.01 Effective January 1, 2025, employees who drive their personal vehicle for work-related purposes shall be reimbursed upon the submission of a casual expense claim in accordance with the Region's employee reimbursement policies. Such employees will certify to the Employer that they are properly licensed and insured in accordance with Regional policies.

In order to remain a non-taxable payment the rates will be increased or decreased if the reasonable rates as determined by the Department of Finance Canada are amended.

Article 27 Relieving in Other Grades

27.01 When an employee is assigned by management to a position of higher rating, they shall receive the rate for the position for which they are relieving for the full period of the relief.

Article 28 General

28.01 Management staff shall not work on any jobs which are normally done by persons within the bargaining unit, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.

- 28.02 The Union shall be notified in writing monthly of all hirings, layoffs, recalls, and terminations of employment, with respect to positions covered by the Collective Agreement. This notification shall include the department, division and work location of the affected members.
- 28.03 Supplementary Agreements, if any, shall, where so designated, form part of this Agreement and are subject to the grievance and arbitration procedure.
- 28.04 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, who has successfully completed their probationary period, is displaced from their job by technological change, the Region will take one or a combination of the following actions:
- (a) Relocate the employee in another job in their 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 them with six (6) months notice of termination and provide them with a separation settlement of one (1) week's salary per year of service.
 - (d) Should there be an introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the senior employees in the classification involved, provided they are trainable.
- 28.05 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 their job by the contracting out of work, the Region will take one or a combination of the actions as set out in paragraph 28.04 (a) (b) (c) only.

Article 29 Wage Schedule and Classifications

- 29.01 The occupational classifications and the corresponding wage rates set out in Appendices "A", "B" and "C" attached to this Agreement, are hereby established as the classifications and wage rates for the employees covered by this Agreement.
- 29.02 The start rate applicable to each Job Classification on Appendices "A" and B" shall be ninety percent (90%) of the Job Rate and the employee shall progress from the Start Rate to ninety-five percent (95%) of the Job Rate after the completion of the probationary period, then progress to the Job Rate after one (1) year.
- 29.03 For hiring purposes, new hires may be placed on the wage grid, up to the 2nd step based on a combination of education and experience as determined by the hiring manager.
- 29.04 For job promotion purposes, the employee will be placed at the comparable step on the new wage grid (job rate to job rate; step 2 to step 2).

Article 30 Employee Definitions

30.01 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.

30.02 Probationary Employees

Probationary employees are those hired for regular full-time positions, and who have not completed probationary service of six (6) continuous calendar months. Such employees shall not be subject to the provisions of this Agreement except for: - Article 1 – Purpose; Article 2 – Management Functions; Article 3 – Recognition and Negotiations; Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 10 - Safety; Article 15 - Hours of Work; Article 16 - Overtime; Article 17 - Call Back and Standby; Article 18 – Clothing and Equipment; Clause 19.04 of Article 19 - Leave of Absence; Article 20 - Designated Holidays; Article 21 - Vacations with Pay; Article 22 - Sick Leave; Article 23 - Benefits; Article 26 - Vehicle Allowance; Article 27 - Relieving In Other Grades; Article 29 - Wage Schedule & Classifications; and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final. Absence in excess of ten (10) working days for any reason during probationary service shall be added to the probationary period. Employees retained past the probationary period shall be placed on the seniority list and credited with seniority at a date six (6) months prior to acquiring such seniority.

30.03 Temporary Employee

A temporary employee may be hired for a period not to exceed eighteen (18) calendar months plus vacation time for the specific purpose of replacing an employee on pregnancy/parental/adoption leave, WSIB or LTD, any approved leaves, or where the parties agree to augment the staffing complement to deal with an emergency beyond the control of the parties. A temporary employee may be hired for a period of up to eighteen (18) 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 2 - Management Functions; Article 4 - Check-Off of Union Dues; Article 5 - No Discrimination; Article 8 – Grievance Process, save and except for termination of temporary employment; Article 10 - Safety; Article 15 - Hours of Work; Article 16 - Overtime; Article 17 - Call Back and Standby; Article 20 - Designated Holidays; paragraph. 21.03 of Article 21 - Vacations with Pay; Article 26 - Vehicle Allowance; Article 29 - 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. 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, they shall be credited with the total of their accumulated temporary service solely for the purpose of establishing:

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

The service credit and/or seniority date herein established shall **not** be used for any other purpose whatsoever. Also, it is understood and agreed that such service shall not count towards the completion of the six (6) 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

.Part-time Employee

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:

- (c) Paragraphs 11.01 and 11.02 of Article 11 - Seniority. Instead a part-time employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of entry into the bargaining unit during which time the probationary part-time employee shall not have recourse to the grievance procedure or arbitration in the event of disciplinary action or termination of services. During the probationary period employees may be disciplined or terminated at the sole discretion of the Region whose decision shall be final. Seniority shall be a factor in determining promotions, transfers, demotions, layoffs (as defined for part-time employees) and recalls. Seniority shall operate on a bargaining-unit-wide basis except as otherwise provided for in the Collective Agreement.
- (d) Article 12 - 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.
- (e) Paragraphs 16.01, 16.02, 16.03, and 16.04 of Article 16 - Overtime. Instead, part-time employees shall be paid overtime at the rate of one and one half times (1-1/2) 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 (10) per pay period or for time worked on a designated holiday. A Department may permit time off in lieu of overtime payment on the basis of one and one-half (1-1/2) hours off for one (1) hour of overtime worked. The scheduling of any such time off is subject to the approval of the Department Head or their designate. This does not apply to paramedics.
- (f) Article 17 - Call Back And Standby.

- (g) Article 21 - Vacations With Pay. Instead, part-time employees shall be paid a percentage of their earnings with at least two (2) weeks off for vacations according to the following schedule:
 - 1. Less than two (2) years of service - 4%
 - 2. Two (2) to four (4) years of service - 5%
 - 3. Four (4) to ten (10) years of service - 6%
 - 4. Ten (10) to twenty (20) years of service - 10%
 - 5. Twenty (20) or more years of service - 12%
- (h) Article 22 - Sick Leave.
- (i) Article 23 - Benefits, except that part-time employees shall be entitled on an optional basis to participate in the major medical insurance plan (paragraph 23.01(d), HCSA (paragraph 23.01(h)) and pension plan (paragraph 23.04) only.

30.04 Incentive Employees

Incentive employees are those employees hired for 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 31 Duration of Agreement

- 31.01 This Agreement shall be binding and shall remain in effect from the first day of April, 2024 until the 31 day of March, 2027 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 28 day of October, 2024.

On Behalf of the Regional
Municipality of Durham

Alexander Harras

Alexander Harras, Regional Clerk

John Henry

John Henry, Regional Chair

On Behalf of the Canadian Union of
Public Employees and its Local #1764

Debbie Provost

President, Local 1764

Debbie Sloan

Secretary, Local 1764

Helen Gibb-Gavel

National Representative, CUPE

Appendix "A"

To an Agreement between the Regional Municipality of Durham
And the Canadian Union of Public Employees and its Local #1764
Covering job classifications normally working 35 hours per week

GRADE 1	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Child Care Aide	\$24.31	\$25.66	\$27.01	\$25.10	\$26.50	\$27.89	\$25.92	\$27.36	\$28.80
Clerk									
Traffic Counter									

GRADE 2	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Custodian	\$28.90	\$30.50	\$32.11	\$29.84	\$31.49	\$33.15	\$30.81	\$32.52	\$34.23
Customer Service Representative									
Data Processing Clerk									
Program Events and Reporting Specialist									
Shipper, Receiver									
Support Clerk									
Switchboard Operator									

GRADE 3	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Accounting Clerk	\$32.27	\$34.06	\$35.85	\$33.32	\$35.17	\$37.02	\$34.40	\$36.31	\$38.22
Child Care Program Assistant									
Clerk 2									
Clerk 3									
Clerk-Steno									
Clerk-Typist									
General Maintenance Repairperson									
Mail Clerk									
Meter Reader									
Senior Customer Service Representative									
Survey Technician 1									

GRADE 4	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Administrative Penalty System Clerk	\$35.52	\$37.50	\$39.47	\$36.68	\$38.71	\$40.75	\$37.86	\$39.97	\$42.07
Applications Support Coordinator									
Collector									
Court Transcriber									
Facilities Maintenance Mechanic									
Inspector 1									
Junior Business Advisor									
Printing Clerk									
Program Assistant									
Resource Coordinator									
Scheduling Clerk									
Secretary									
Senior Accounting Clerk									
System Support Coordinator									
Technical Assistant									

GRADE 5	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Asset Management Technician									
Business Advisor									
Business Technology Coordinator									
Communications Coordinator									
Contract Services Coordinator									
Court Services Assistant									
Facilities Maintenance Technician									
Financial Analyst 1									
GIS & Graphics Technician									
GIS Specialist									
Graphics Technician									
Insurance Analyst									
Lab Technician 1	\$38.87	\$41.03	\$43.19	\$40.13	\$42.36	\$44.59	\$41.44	\$43.74	\$46.04
On-Call ECE									
Planning Analyst									
Printing Coordinator									
Program Coordinator									
Prosecution Assistant									
Real Estate Technician									
Senior Social Services Clerk									
Survey Technician 2									
System Support Specialist									
Works Technician 1 (Design)									
Works Technician 1 (Operations)									
Works Technician 1 (Traffic)									

GRADE 6	April 1, 2024			April 1, 2025			April 1, 2026		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Asset Management Coordinator	\$42.22	\$44.56	\$46.91	\$43.59	\$46.01	\$48.43	\$45.00	\$47.50	\$50.00
Assistant Supervisor, Administrative Services									
Assistant Supervisor, Service Durham									
Asst Secretary/ Treasurer Land Division Cmte									
By-Law Compliance Officer									
Committee Clerk									
Communications Specialist									
Court Clerk/Monitor - Transcriber									
Court Clerk/Monitor - Transcriber (French Administration)									
Early Childhood Educator									
Expediter-Buyer									
Financial Analyst 2									
GIS Analyst									
Group Lead, Court Services									
Health Analyst									
Inspector 2									
Lab Technician 2									
Multi-Media Coordinator									
Program Specialist									
Project Coordinator									
QA/QC Laboratory Tech									
Records Analyst									
Records Analyst (Privacy)									
Screening Officer									
Technology Analyst									
Telecommunications Coordinator									
Training Specialist									
Web Content Analyst									
Works Technician 2 (Design)									
Works Technician 2 (Engineering)									
Works Technician 2 (Operations)									
Works Technician 2, Security									

GRADE 7	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Assistant Secretary to Council	\$45.52	\$48.05	\$50.58	\$47.00	\$49.61	\$52.22	\$48.53	\$51.22	\$53.92
Assistant Supervisor, Child Care									
Behaviour Consultant									
Case Coordinator									
Caseworker									
Facility Systems Mechanic									
Financial Analyst 3									
GIS & Data Specialist									
Information Security Analyst									
Inspector 3									
Lab Technician 3									
Maintenance Foreperson									
Outreach Worker									
Party Chief									
Planner 1									
Program Coordinator, Climate Change									
Real Estate Coordinator									
Research & Program Coordinator									
Systems Analyst									
Technology Specialist									
Works Technician 3 (Design)									
Works Technician 3 (Engineering)									
Works Technician 3 (Operations)									

GRADE 8	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Accessibility Coordinator	\$48.84	\$51.56	\$54.27	\$50.43	\$53.23	\$56.03	\$52.07	\$54.96	\$57.85
Appeals Specialist									
Applications Analyst									
Behaviour Analyst									
Business Development Specialist									
Employment System Coordinator									
Family Support Worker									
Housing Program Coordinator									
Inspector 4									
Leasing Specialist									
Planner 2									
Policy Coordinator									
Procurement Officer									
Senior Behaviour Consultant									
Senior Case Coordinator									
Senior Caseworker									
Senior Financial Coordinator									
Senior GIS Specialist									
Senior Project Coordinator									
Senior Risk & Insurance Examiner									
Works Technician 4 (Engineering)									
Works Technician 4 (Operations)									
Works Technician 4 (Traffic)									
Database Administrator	\$59.91	\$63.24	\$66.57	\$61.86	\$65.29	\$68.73	\$63.86	\$67.41	\$70.96

GRADE 9	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Business Analyst	\$52.18	\$55.08	\$57.98	\$53.87	\$56.87	\$59.86	\$55.63	\$58.72	\$61.81
Data Analysis Coordinator									
Economic Analyst 1									
Lab Group Leader									
Occupational Therapist									
Policy Analyst									
Prosecutor									
Real Estate Specialist									
Senior Asset Management Analyst									
Senior Cybersecurity Specialist									
Senior Financial Analyst 2									
Senior GIS & Data Analyst									
Senior Systems Analyst									
Spatial Planner									
Transit Planner									
Works Technician 5 (Engineering)									
Works Technician 5 (Operations)									
Works Technician 5 (Traffic)									

GRADE 10	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Emergency Management Coordinator	\$55.51	\$58.60	\$61.68	\$57.31	\$60.50	\$63.68	\$59.18	\$62.46	\$65.75
Prosecutor									
Senior Planner									

GRADE 11	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Economic Analyst 2	\$58.84	\$62.11	\$65.38	\$60.75	\$64.13	\$67.50	\$62.72	\$66.21	\$69.69
Principal Planner									

Appendix “B”

To an Agreement between the Regional Municipality of Durham
And the Canadian Union of Public Employees and its Local #1764
Covering job classifications normally working 40 hours per week

GRADE 1	April 1, 2024			April 1, 2025			April 1, 2026		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Courier	\$24.31	\$25.66	\$27.01	\$25.10	\$26.50	\$27.89	\$25.92	\$27.36	\$28.80

GRADE 2	April 1, 2024			April 1, 2025			April 1, 2026		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Shipper Receiver	\$28.90	\$30.50	\$32.11	\$29.84	\$31.49	\$33.15	\$30.81	\$32.52	\$34.23

GRADE 3	April 1, 2024			April 1, 2025			April 1, 2026		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Maintenance Clerk	\$32.27	\$34.06	\$35.85	\$33.32	\$35.17	\$37.02	\$34.40	\$36.31	\$38.22

GRADE 4	April 1, 2024			April 1, 2025			April 1, 2026		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
District Clerk	\$35.52	\$37.50	\$39.47	\$36.68	\$38.71	\$40.75	\$37.86	\$39.97	\$42.07
Stockkeeper									

GRADE 6	April 1, 2024			April 1, 2025			April 1, 2026		
	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
District Technician	\$42.22	\$44.56	\$46.91	\$43.59	\$46.01	\$48.43	\$45.00	\$47.50	\$50.00
Vehicle & Equipment Trainer									

Appendix “C”

To an Agreement between the Regional Municipality of Durham
And the Canadian Union of Public Employees and its Local #1764
Covering job classifications in the Health Department

GRADE 4	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Dental Assistant	\$35.52	\$37.50	\$39.47	\$36.68	\$38.71	\$40.75	\$37.86	\$39.97	\$42.07
Family Visitor									
Pharmacy Technician									

GRADE 5	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Infant & Child Development Consultant	\$38.87	\$41.03	\$43.19	\$40.13	\$42.36	\$44.59	\$41.44	\$43.74	\$46.04

GRADE 6	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
By-Law Enforcement Officer	\$42.22	\$44.56	\$46.91	\$43.59	\$46.01	\$48.43	\$45.00	\$47.50	\$50.00
Community Food Advisor									

GRADE 7	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Nutritionist	\$45.52	\$48.05	\$50.58	\$47.00	\$49.61	\$52.22	\$48.53	\$51.22	\$53.92

GRADE 8	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
By-Law Enforcement Coordinator	\$48.84	\$51.56	\$54.27	\$50.43	\$53.23	\$56.03	\$52.07	\$54.96	\$57.85
Dental Hygienist									
Denturist									
Public Health Inspector									
Senior Infant & Child Development Consultant									

GRADE 9	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Occupational Therapist, Health Psychometrist	\$52.18	\$55.08	\$57.98	\$53.87	\$56.87	\$59.86	\$55.63	\$58.72	\$61.81

GRADE 10	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Epidemiologist Senior Environmental Health Specialist Senior Public Health Inspector	\$55.51	\$58.60	\$61.68	\$57.31	\$60.50	\$63.68	\$59.18	\$62.46	\$65.75

To an Agreement between the Regional Municipality of Durham
And the Canadian Union of Public Employees and its Local #1764
Covering job classifications in the Health Department

GRADE 7	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Primary Care Paramedic	\$45.52	\$48.05	\$50.58	\$47.00	\$49.61	\$52.22	\$48.53	\$51.22	\$53.92

GRADE 8	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Advanced Care Paramedic	\$48.84	\$51.56	\$54.27	\$50.43	\$53.23	\$56.03	\$52.07	\$54.96	\$57.85

GRADE 9	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR	START	6 MONTHS	1 YEAR
Quality & Development Facilitator	\$52.18	\$55.08	\$57.98	\$53.87	\$56.87	\$59.86	\$55.63	\$58.72	\$61.81

Appendix "D"

The conditions of employment outlined elsewhere in this Collective Agreement will be as modified in this Appendix for the Region of Durham Paramedic Services (RDPS) Division of the Health Department (paramedics). Where there is a conflict between any provision in this Agreement and Appendix "D", the provision in Appendix "D" shall prevail.

Article 6 - No Strike or Lockout

1. The Region and CUPE agree that in the event that the Union initiates any type of strike action, whether lawful or not, or the Region initiates a lockout, essential ambulance services will be maintained during the duration of such action.

Article 14 - Job Postings and Procedures

1. RDPS Job Posting and Procedures: The job posting period is ten (10) calendar days.

The notice of station assignment opportunity shall be posted in each RDPS location for a minimum of ten (10) calendar days. All station re-assignments that may result from this notice will be filled through this original notice process. Once all re-assignments have been completed, a vacancy posting will be processed in accordance with the Article 14.

2. The parties agree that station assignments or station rotation assignments will be on the basis of seniority within the employee's classification. Conversely, where it becomes necessary to transfer an employee out of their station or station rotation assignment, such transfers shall be done in the reverse order of seniority having regard to an employee's classification.
3. A part-time employee who has applied for a vacant full-time position and has been determined by the employer to be qualified for part-time employment shall be deemed to be qualified for full-time employment in the same classification and shall not be required to undergo testing to demonstrate qualification.

4. The parties agree that a temporary station assignment will not exceed one (1) year in duration at which time the temporary station assignment will be reposted.
5. An ACP who wishes to move to PCP status may do so by either applying to a new or vacant PCP position or making a request to management. If an ACP wishes to revert back to ACP status after transferring into a PCP position, they must notify management in writing within three (3) months of the transfer and management will return them to their ACP full-time station assignment. It is understood that management will only allow up to two (2) of these reversions in a calendar year based on a first come, first serve basis.

Article 15 - Hours of Work

1. For the purpose of clarity, it is understood that in accordance with Article 16, full-time employees shall be paid the overtime rate for all hours worked beyond their normal weekly hours of work and part-time employees shall be paid the overtime rate for all hours beyond eighty-four (84) hours per pay period.
2. An employee who is called into work for a shift that has already commenced and arrives within one and one-half (1.5) hours of agreeing to report to work will be paid from the time they agreed to work. An employee who is called into work with less than two (2) hours notice prior to the commencement of a shift and arrives within two (2) hours of the time they agreed to work will be paid from the time they agreed to work.
3. Where possible and operational requirements allow, vehicles shall be scheduled on a twenty-four (24) hour basis and the regular hours of work shall be twelve (12) hours per day inclusive of a paid meal period and the regular hours shall average forty-two (42) hours per weeks, on a seven (7) day per week, twenty-four (24) hour per day rotation.

Where operational requirements cannot allow for twenty-four (24) hour vehicles, the Employer will establish shift tours of eight (8), ten (10) or twelve (12) hours in duration and a work week averaging forty (40) - forty-two (42) hours per week.

4. Shift and schedule preference shall be on the basis of classification and seniority.
5. Work for part-time employees shall be distributed as equitably as possible. Shifts will be offered one (1) shift at a time on a rotating seniority basis commencing with the most senior and available employee on the list.
6. Early calls: If the crew receives a call at the beginning of the shift and has not had adequate time (maximum twenty (20) minutes) to check the vehicle and supplies, it is understood that they are to respond and provide the best care possible under the circumstances. If equipment problems are encountered that would jeopardize the safe handling of the patient, the crew may request that a back up vehicle be sent.
7. Paramedics with at least forty-eight (48) hours written notice, may be allowed a shift exchange with another paramedic of the same classification with the written consent of management. Such mutual exchange shall not incur any additional cost to the employer and shall take place within the master RDPS work schedule.

Article 16 - Overtime

1. All time worked beyond the normal work day, the normal work week or on a holiday shall be considered overtime at a rate of time and one-half (1/2), including any overtime performed on a Sunday. Notwithstanding clause 16.03, for those employees whose regular shift falls on a Sunday or Saturday, such shift will be paid at a regular rate of pay. In the case of part-time paramedics, time worked in excess of eighty-four (84) hours in a pay period or in excess of any assigned shift provided the shift is eight (8) hours or greater in duration shall be considered overtime. It is understood that such overtime shall not pyramid in accordance with Article 16.05.
2. Time off in lieu of overtime and the scheduling of such time off as provided for in Article 16.03 shall not be unreasonably denied.

3. An employee may accumulate compensating time in lieu of overtime and designated holiday time to a maximum of ninety-six (96) hours in their bank at any one time. Commencing January 1, 2019, a full-time employee may accumulate compensating time in lieu of overtime and designated holiday time to a combined maximum of one hundred and eight (108) hours in their bank at any one time.
4. Full-time paramedics will be offered overtime for special events prior to scheduling part-time paramedics for special events. It is understood that such overtime shall be paid out and not banked.
5. The parties agree that it is mutually desirable to minimize end of shift overtime for paramedics. Based on this principle, the Region agrees to update its deployment policies with the Central Ambulance Communications Centre (CACC) to minimize patient transfer assignments that would result in end of shift overtime. The Region agrees to regularly monitor compliance with the deployment plan for end of shift overtime and agrees to make reasonable efforts to ensure CACC compliance with the plan. In addition, the Region will also communicate to the CACC the importance of facilitating appropriate operational crew change options to minimize the need to respond to multiple emergency calls after the end of the scheduled shift. The Region agrees to meet with the Union on a bi-annual basis to discuss end of shift overtime trends and CACC compliance, however, it is understood that CACC is an independent third-party agency.
6. End of shift overtime for all paramedics shall be calculated based on the actual time the paramedic arrives at the station, plus five (5) minutes, unless otherwise authorized by their Duty Superintendent. It is understood that a shift is any assigned shift that is eight (8) hours or greater in duration.
7. Overtime for paramedics shall be distributed equitably by classification one shift at a time on a rotating seniority basis commencing with the most senior and available employee on the list.

Article 17 - Call Back, Standby and Shift Premium

1. Where an employee requests, and it would not compromise or disrupt the operation of the service, an employee may provide ten (10) days written notice to the Employer with instructions to remove their name from the call-in list. Should an employee wish to be re-instated to the call-in list, they may do so by providing the Employer with ten (10) days written notice of when the change is to occur.

The Employer may call an employee who has requested to be removed from the call-in list at any time during a disaster or major contingency situation. The Employer may cancel this arrangement without notice should the continuation compromise or disrupt the operation of the service.

2. **Reporting Pay:** Where an employee is scheduled to work or is called in by the Employer, reports for work and is advised that no work is available, they will be paid three (3) hours at their applicable rate of pay. The Employer has the right to assign other duties for the designated time period.

Article 18 - Clothing and Equipment

1. The parties agree that uniform and equipment items must be returned to the Employer upon the cessation of Employment no later than the last day of employment or as otherwise specified by the Employer.

Article 20 - Designated Holidays

1. Notwithstanding clause 20.04, for those paramedics assigned to a rotating shift schedule, designated holidays shall be observed on the actual calendar day on which the holiday falls. The starting time of the shift shall be used to determine whether or not a shift falls on a designated holiday.

2. "One day" in clause 20.02 is defined as being equal to the number of hours the employee worked or would normally work in that day (that is: eight (8), ten (10) or twelve (12) hours). If eligible for holiday pay, the employee shall be paid holiday pay at the straight-time rate for the number of hours the employee worked or would normally work in that day.
3. Holidays and payment of such, for part-time paramedics, shall be as per the Employment Standards Act and half day at Christmas Eve and half day at New Year's Eve. Effective the 2022 calendar year, part-time paramedics shall be entitled to the Civic holiday as a paid designated holiday to be paid in accordance with the Employment Standards Act, 2000.
4. Paramedics required to work on Christmas Day will be paid at double the straight time rate.

Article 21 - Vacations with Pay

1. The vacation period will be accounted for on the basis of one (1) week being equal to the average regular number of hours per week (forty (40) or forty-two (42) hours). Employees must take vacation in blocks of not less than one half (1/2) of a shift (four (4), five (5) or six (6) hours).
2. For the purpose of scheduling vacation time, a preferred vacation time shall be established. Such preferred time shall be referred to as vacation prime time and shall commence at the beginning of the first (1) week of June and conclude at the end of the second (2) week of September.
3. Requests for vacation time to be taken after February 1 shall be awarded on the basis of seniority. The following process shall be used:
 - a) The Region will establish specific dates for the scheduling of vacation periods for employees.

- b) Each employee will be assigned one (1) day (booking date) on which they will be contacted to schedule all of their vacation for the year. The booking dates shall be posted at least two (2) weeks in advance. The Region shall post the booking dates by January (fifteenth)15.
 - c) The Region will contact paramedics on their designated booking dates in the order of seniority based on the master seniority list to schedule their vacation selection. Paramedics shall provide the Region their contact number if the contact number for the paramedic is not their primary contact number.
 - d) If the Region is not able to make contact with the paramedic, the Region may proceed to the next paramedic in line based on seniority.
 - e) If a paramedic is not available when contacted on the assigned booking date, the Region shall schedule their vacation based on the remaining availability at the time the paramedic contacts the Region or in accordance with Article 21(4), whichever applies.
 - f) It is understood that a paramedic may hold up to forty (40)/forty-two (42) hours (that is one (1) week) during the vacation booking process to be utilized as single days during the year on a first come, first serve basis.
- 4. Paramedics who request vacation time to be taken after February 1, but outside of the booking process stipulated in Article 21(3) shall be submitted in writing and awarded on a first-come-first-served basis after the vacation book process has been completed.
 - 5. Requests for vacation to be taken between January 1 and February 1 of the calendar year shall be submitted in writing and awarded on a first-come-first-served basis.
 - 6. Once vacation has been approved, the employer will send out written confirmation to employees. It is incumbent on the employees to contact the employer should any discrepancies be found in the correspondence.

7. If an employee cancels an approved vacation, they must submit a request to re-book that vacation time, within fourteen (14) days, which will be approved in accordance with this Article. There shall be no vacation carry-over except as provided in the Collective Agreement. Vacation will not be paid out.
8. If an employee fails to schedule their vacation time the employer will make reasonable efforts to contact the employee for the purpose of scheduling the employee's vacation. Should it be necessary for the Employer to unilaterally schedule an employee's vacation time, this shall only be done for the purpose of insuring that vacation time can be successfully scheduled during the remainder of the vacation year.
9. The Employer will make reasonable efforts to ensure the following number of paramedics (based on the master schedule assignment) can be scheduled time-off:

PCP Day Shift:	26%
PCP Night Shift:	30%
ACP Day Shift:	26%
ACP Night Shift:	30%

The number of paramedics allowed off will round to the closest whole number based on the percentage calculation (for example 8.4 = 8, 8.5 = 9). The percentage of staff permitted time off is based on the percentage of designated ACP and PCP positions designated for 911 operations on the master schedule for the day and night shifts. This percentage shall be calculated once a year in the first week of November and prior to the commencement of the vacation call out process.

Day shift will be defined as any shift starting between 02:00 to 12:00 hours.

Night shift will be defined as any shift starting between 12:00 and 02:00 hours.

10. Vacation during the prime vacation period shall be scheduled in full-shift blocks only. A block shall be defined as either the first two (2) shifts or last two (2) shifts of a set of four (4) consecutive shifts. For clarity, the middle two (2) shifts of a set does not meet this definition. Employees shall be limited to ten (10) vacation blocks (either separate or concurrent) during the prime time vacation period. After the vacation booking process is completed, employees may use vacation and banked time in single days during the prime vacation period if approved by management.

Article 22 - Short Term Income Protection Plan (For Full Time Paramedics Only)

1. The Employer will fund a Short Term Insurance Protection Plan and only clause 22.04 and 22.08 of the Collective Agreement will apply. Effective January 1, 2015, the following will be implemented:
 - a) The first three (3) shifts a paramedic is absent due to illness or injury shall be unpaid for each claim. In consideration for the above noted change, paramedics may use up to ninety-six (96) paid hours per year for incidental sick time (administered in accordance with Article 22.04) and family dependent issues (pursuant to Article 22.08). Effective January 1, 2022, the incidental sick time shall increase from ninety-six (96) paid hours per year to one hundred and eight (108) paid hours per year. These hours can only be used in half shift or full shift increments and do not accumulate year to year and must be exhausted before using other paid banks. This entitlement shall be prorated in the first and last year of service.
 - b) If a paramedic has not used all of their incidental hours by the end of the calendar year, the Employer agrees to pay one half the unused balance. This shall be payable by the end of January of the following year.
 - c) Any claim in excess of three (3) consecutive shifts will continue to be adjudicated and paid in accordance with the current practice/policy and the new benefit outlined in paragraph d) below and as modified in paragraph a).

d) The Region will introduce STIPP benefits from sixteen (16) to twenty-six (26) weeks in accordance with the chart below.

Service	Formula (first 15 weeks)	Benefit 16-26 weeks
Less than 3 months	0%	0%
3 months, but less than 1 year	66 2/3%	66 2/3%
1 year, but less than 2	70%	66 2/3%
2 years, but less than 3	80%	66 2/3%
3 years, but less than 4	90%	66 2/3%
4 + years	100%	66 2/3%

Article 30 - Employee Definitions

1. **Part-Time Paramedics:**

a) A part-time employee in the RDPS Division is any employee who maintains a minimum availability of fourteen (14) shifts per month. This is not to be construed as a guaranteed number of shifts per month. As part of the minimum availability, on an annual basis, there must be four (4) shifts available per month on the weekend (Friday night shift to Sunday night shift inclusive) and four (4) shifts per year on a paid holiday. Once a part-time employee is assigned a shift, they are not permitted to change their existing availability to a shift that cannot be assigned e.g. due to mandatory rest requirements. For the purpose of this clause only, a shift is either a day or night shift.

b) Except for leaves provided for under the terms of the Collective Agreement or under applicable legislation, a part-time paramedic will maintain their availability throughout the calendar year. A part-time paramedic who fails to be available in accordance with any part of Article 30(1) shall be deemed to have resigned employment provided that the employee has been notified in advance and has been given an opportunity to comply with this Article 30(1).

- c) Part-time paramedics must indicate availability for each calendar month, on a part-time availability form, submitted no later than 00:00 hours (midnight) on the first day of the previous calendar month.
- d) If availability changes subsequent to the submission of the timesheet, it is the responsibility of the part-time paramedic to notify the employer at least forty-eight (48) hours in advance of the dates in question.
- e) A part-time paramedic shall not refuse more than two (2) shifts for which they have indicated their availability in a calendar month unless there is acceptable extenuating circumstances. However, a part-time paramedic may notify scheduling in writing that they wish to be bypassed from the call-in list once pre-planned shifts have been assigned. It is understood that if scheduling is unable to assign the call-in shift with other part-time employees, the part-time employee on the bypass list may then be offered the shift.
- f) Where a part-time paramedic has been given a shift assignment with forty-eight (48) hours notice or more, they shall be deemed to have accepted the shift unless they reply to the notification within twelve (12) hours. A part-time paramedic shall have the right to designate vacation time when they submit their monthly availability, in accordance with the following schedule:
- Less than one (1) year of service, the part-time paramedic shall provide seven (7) less shifts of availability per calendar year;
 - One (1) year of service, but less than eight (8) years of service, the part-time paramedic shall provide ten (10) less shifts of availability per calendar year;
 - Eight (8) years of service or more, the part-time paramedic shall provide sixteen (16) less shifts of availability per calendar year.

It is understood that the part-time paramedics cannot use more than half of their annual vacation entitlement during prime period.

- g) Part-time paramedics may be deployed at the sole discretion of the Region in accordance with operational requirements and in accordance with the Collective Agreement. However, RDPS will consider part time paramedic station and start time preferences where it aligns with operational needs and at RDPS' sole discretion.
- h)
1. Seniority for part-time paramedics will accrue based on hours worked up to two thousand one hundred eighty-four (2184) hours per year. It is agreed that two thousand one hundred eighty-four (2184) hours worked per year is equivalent to one (1) year of full-time seniority and any hours worked in excess of two thousand one hundred eighty-four (2184) hours in a year shall not count towards their seniority.
 2. In accordance with Article 11.04, the Region agrees to post part-time paramedics seniority list, as total seniority hours, twice a year in or around January and July and seniority decisions will be made based on the most recently posted list.
 3. A part-time paramedic shall be credited seniority for an approved leave of absence in excess of thirty (30) calendar days pursuant to the Employment Standards Act, 2000 only. This seniority shall be calculated based on average hours worked in the twelve (12) weeks preceding the leave.
 4. Vacation entitlement will be based on your service date not seniority date.
 5. If a part-time paramedic obtains full-time status, their seniority will revert back to their most recent date of hire into the bargaining unit.
- i) Part-time paramedics shall serve a probationary period of six (6) calendar months worked from the date of hire. Save and except the foregoing, all other conditions of employment with respect to these probationary employees shall be as set out in Article 30 Employee Definitions, paragraph 30.02.

- j) On a quarterly basis, management will post an updated hours worked list for Part-time paramedics on Moodle, or another electronic platform designated by management. This list is posted as a courtesy only and shall not be construed or relied on as the seniority list, which is updated and posted twice a year in accordance with Article 11.04.

2. **Float Paramedics:**

- a) Float paramedic will be defined as a regular full-time paramedic who works the normal weekly hours per week averaged over the master four (4) week RDPS work schedule but is not permanently assigned to a station/shift rotation. Float paramedics may be utilized for staffing purposes over and above the normal vehicle compliment staffing requirements.

Float paramedics may be utilized for operational requirements for assignments including, but not limited to short-term sick time/WSIB replacement, vacation replacement, lieu time or designated holiday time replacement, education or training replacement. Subject to Article 14.02, float staff may also be utilized to fill temporary vacancies.

- b) It is understood that a Float paramedic may be assigned to any station based on operational requirements.
- c) Float paramedics shall contact by phone the scheduling office, or On-duty Shift Manager, prior to the start of their shift to confirm their assignment unless they have received prior confirmation of their shift. Such contact shall be made no less than one (1) hour before the commencement of a day shift and two (2) hours before the commencement of a night shift.

Other Conditions:

1. A paramedic on a twelve (12)-hour shift who has not been afforded the opportunity to return to any RDPS station to acquire two uninterrupted thirty (30) minute meal breaks: 1) between the third (3rd) and sixth (6th) hour of the paramedic's shift; and 2) between the seventh (7th) and tenth (10th) hour of the paramedic's shift. The paramedic will contact their on-duty Shift Superintendent per divisional policy. The paramedic will be provided a fourteen-dollar (\$14) meal allowance for each missed meal break in accordance with the criterion stated herein.

It is understood that this provision shall not apply to special events.

The Employer shall make every effort to ensure that employees are afforded the opportunity to have an uninterrupted meal period within four (4) to seven and one-half (7.5) hours after the commencement of the shift (meal window).

2. In the event that the Region is compelled to provide severance pay to a Paramedic hired during the transition period, the severance pay will be limited to the actual length of time in the employ of the Region of Durham.
3. Paramedics who are required to appear in Court or Coroner's inquiries, beyond their normal hours of work, on matters arising out of their employment, shall be compensated at the applicable rate of pay upon proof of attendance. The employee shall turn over to the Region's Finance Department the full amount of compensation received for said appearance, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment thereof.
4. Quarantine: Time lost by a paramedic as a result of being quarantined by the Medical Officer of Health because of a job-related exposure while performing work for the Region of Durham shall be compensated at the regular rate of pay for the duration of the quarantine. In the event that an employee develops a related illness recognized by the WSIB, this absence shall be compensated as per WSIB policy and guidelines for the duration of the illness.

5. Upon request, a paramedic shall be entitled to use their lieu bank or vacation bank to top up their entitlement to 100% of their wage rate when:
 - (a) in receipt of WSIB benefits,
 - (b) in receipt of STIPP benefits,
 - (c) STIPP has been exhausted, or
 - (d) when the paramedic is being accommodated in a lower paying position on a temporary basis.

6. Commencing January 1, 2019, full-time paramedics will have the option of attending Continuing Education Session run by RDPS on a regularly scheduled day off to be compensated and paid out at the appropriate overtime rate, where applicable. Part-time paramedics will participate in Continuing Education Sessions offered by RDPS and it will count towards their fourteen (14) shifts of availability in the month the session/s falls in. The time will be compensated and paid out at the appropriate rate of pay.

Appendix "E"

To an Agreement between the Regional Municipality of Durham
And the Canadian Union of Public Employees and its Local #1764
Family Counsellors

GRADE 7	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Case Coordinator-APS	\$45.52	\$48.05	\$50.58	\$47.00	\$49.61	\$52.22	\$48.53	\$51.22	\$53.92

GRADE 8	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Family Counsellor 1	\$48.84	\$51.56	\$54.27	\$50.43	\$53.23	\$56.03	\$52.07	\$54.96	\$57.85

GRADE 11	April 1, 2024			April 1, 2025			April 1, 2026		
JOB CLASSIFICATION	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR	START	1 YEAR	2 YEAR
Family Counsellor 2	\$58.84	\$62.11	\$65.38	\$60.75	\$64.13	\$67.50	\$62.72	\$66.21	\$69.69

Schedule "1"

Re: Union Stewards

The Local may elect up to thirty-seven (37) stewards to be assigned where necessary.

In addition to the above, stewards may be appointed by the Union as representatives of the RDPS Division of the Health Department up to two (2) paramedics per platoon.

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

Re: Uniforms – Region of Durham Paramedic Services Division

The parties agree to the following uniform issue for the RDPS Division of the Health Department:

Maximum issue for paramedics is:

- 10 uniform shirts
- 6 pants
- 10 T-shirts (up to 5 as Climacool or similar)
- 4 Mock Necks
- 1 Belt
- 1 Radio Clip
- 1 Toque or Skull Cap
- 1 Pair Summer approved safety footwear
- 1 Pair Winter approved safety footwear (upon request)
- 1 Tilley style Hat
- 1 winter coat
- 1 sweater
- 1 raincoat
- 1 ball cap (provided it is not worn off duty)

The parties agree that replacement of the above will be done by appointment only on an “as required” basis. The appointments will be scheduled at a time suitable to management. Employees must turn in the old/damaged article for replacement.

The parties agree that uniform and equipment items, including security and identification cards, must be returned to the Employer upon the cessation of Employment as per Article 18.

The Employer shall provide access to cleaning services for specified uniform items as determined by the Employer in accordance, to the extent practical, with its current practice.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
Employees, Local 1764

Helen Gibb-Gavel

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

Re: Alternate Hours of Work

In order to provide the necessary changes to the collective agreement and administrative procedures, the following guidelines will be in effect and will supersede the collective agreement provisions where there is any conflict. It is a goal of this program that employees and the Region will seek mutual benefits by undertaking this program. It is acknowledged that this includes flex time arrangements and compressed work weeks.

The purpose of the program is two-fold:

1. to meet the operational requirements of each department.
2. to facilitate alternate hours of work arrangements for employees,

The Union or the Region may cancel the terms of this letter of understanding with four (4) weeks written notice to either party at which point the terms of the collective agreement will apply.

Alternate Hours of Work

- a) An employee or Employer may request to change the hours of work outside of the parameters established in clauses 15.01, 15.03 and 15.04.

- b) Alternative hours of work arrangements must have the approval of the employee, their supervisor and the Union. However, where a division has identified ongoing flex time arrangements for a job classification/s, the parties agree that management will not need to seek approval from the Union on each individual employee flex time arrangement, rather the division will seek written consent from the Union for an ongoing flex time arrangement among the identified job classification/s. In seeking consent, management will advise the Union of the :1) anticipated duration of the arrangement; 2) process for administering the arrangement; and 3) limitations on the arrangement. It is understood that the Union will not unreasonably withhold its consent. Management will meet with the Union on a bi-annual basis, or as otherwise agreed upon by the parties, to review the arrangement/s.
- c) Where the work arrangement exceeds the hours of work limitations outlined in clause 15.03, overtime premiums will be paid for each hour worked in excess of ten (10) hours per day.
- d) The normal work week should average thirty-five (35) hours per week or forty (40) hours per week respectively over a four (4)-week period before the weekly overtime premiums apply.
- e) Sick leave days and designated holiday days and vacation days will be paid on the basis of seven (7) hours per day for those employees averaging a thirty-five (35) hour work week and eight (8) hours per day for those employees averaging a forty (40) hour work week.
- f) Specific arrangements may be cancelled by either the supervisor or employee upon ten (10) days written notice.
- g) Self-reporting time-keepers must enter their alternate hours of work during the current pay period.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
Employees, Local 1764

Helen Gibb-Gavel

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

Re: On-call Employees in Children's Services Division

Whereas the on-call/casual employees in the Children's Services Division ("On-calls") have historically been deemed exempt from the 1764 Collective Agreement ("CA");

And whereas the parties wish to establish terms for their inclusion into the scope of the CA;

Now therefore the parties agree as follows:

1. On-calls in Children's Services Division shall be deemed bargaining unit members and shall only be subject to the following terms of the Collective Agreement:
 - a) Article 1 - Purpose
 - b) Article 2 – Management Functions
 - c) Article 3 – Recognition and Negotiations
 - d) Article 4 – Check off of Union Dues
 - e) Article 5 – No Discrimination
 - f) Article 6 – No Strike or Lockout
 - g) Article 8 – except that no grievance may be filed on any Article in the Collective Agreement other than those contained in this paragraph
 - h) Article 10 – Safety

- i) Article 11 – Seniority, determined by service date with the Region (i.e. most recent hire date with the Region), for the sole purpose of participating in job competitions for regular part-time, regular full-time and temporary positions.
 - j) Article 14 – Job Postings and Procedure
 - k) Article 29.03 and 29.04 – Wage Schedule and Classifications
 - l) Article 31 – Duration
 - m) Appendix A – Wages
2. All other terms and conditions of employment for the On-calls shall be governed by the Employment Standards Act, 2000, this Letter of Understanding and policies and procedures of the Children’s Services Division, as may be amended from time to time.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
Employees, Local 1764

Helen Gibb-Gavel

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

Re: 311

Whereas Regional Council approved a report (2020-A-16), in July 2020, introducing a new customer experience program at the Region, myDurham 311;

And whereas the parties wish to make the transition for those staff impacted as seamless as possible;

And whereas the parties are desirous of working together and establishing a transition agreement that will not invoke the lay-off provisions of the Collective Agreement and will allow for a seamless transition.

Now therefore the parties agree as follows:

1. The parties agree that no employee impacted by myDurham 311 will be laid-off pursuant to Article 12 as a result of myDurham 311. Rather, the parties will collaborate on a transition procedure. In the event the parties are unable to agree to a transition procedure, the Region will proceed in accordance with the Collective Agreement and paragraph 2 of this Letter of Understanding, except the Region will not engage the lay-off (Article 12) or job posting procedure (Article 14) to affect the transition.
2. It is understood that Article 15.01 shall apply to employees of myDurham 311.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
Employees, Local 1764

Helen Gibb-Gavel

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

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 (3rd) 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:

1. The Union shall not interfere with, delay or grieve such requests.
2. The Employer shall only disclose this information to the intended third (3rd) party.
3. The Employer shall, subject to confidentiality requirements, provide a written notification of the request and rationale for the request.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
Employees, Local 1764

Helen Gibb-Gavel

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

Re: Saturday Walk-In Clinic

1. The Employer agrees to provide the Union with sixty (60) days written notice of its intention to introduce a Saturday Walk-In Clinic.
2. Prior to the sixty (60) 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 28 day of October, 2024.

Kelly McDermott

Debbie Provost

Helen Gibb-Gavel

Regional Municipality of
Durham

Canadian Union of Public
Employees, Local 1764

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764 (

Re: Location Transfer

1. 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 (5) business days of the notice.
2. The Region will accept expressions of interest, as per paragraph 1, for no more than one (1) vacancy resulting from the original location transfer.
3. The decision to transfer will be made at the sole discretion of management.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
Employees, Local 1764

Helen Gibb-Gavel

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

Re: Family Counsellor 2 (“FC2”) - Primary Care Outreach Program (“PCOP”) Expansion

Whereas the Primary Care Outreach Program (hereinafter “PCOP”) was established and approved by Regional Council in 2018 and has been ongoing to date:

And whereas, PCOP has been instrumental and successful in monitoring and addressing the needs of the homeless and at risk of homelessness community in the Durham Region through the partnership of the Social Services Department, Family Services Division and the Health Department, Paramedic Services Division;

And whereas, following a review of the ongoing needs of the community, Management has determined that an expansion of the PCOP is required in order to ensure the continuance of the outreach services are meeting the community needs,

And whereas, Council has approved the continuance of PCOP, including the approval of an additional permanent PCOP team;

And whereas, the normal hours of operation for the Family Services Division are between 8:30 am to 9:00 pm and thirty-five (35) hours per week per Appendix E of the CUPE Local 1764 Collective Agreement;

And whereas, Family Counsellor 2s shall work three (3) day shifts and two (2) evening shifts per week and these shifts shall remain consistent from week to week unless otherwise agreed to by the parties pursuant to Appendix E of the CUPE Local 1764 Collective Agreement.

And whereas, the parties have agreed to principles for the PCOP as outlined in the Letter of Understanding in the CUPE Local 1764 Collective Agreement.

Now Therefore the Parties Agree as Follows:

1. The FC2s who are on the PCOP team will not be required to work the two mandatory evening shifts while working with PCOP.
2. The current FC2 incumbent on the PCOP team will have the opportunity to continue on the team with the understanding that they will cooperate with the revised terms of the PCOP letter of understanding or can revert to a regular stream FC2 position. This decision is to be made prior to the signing of this LOU.
3. The FC2s who are on the PCOP team will be assigned a ten (10) hour shift, consisting of a rotating schedule of four or five days per week, between the hours of 08:00 – 18:00, Monday to Sunday, inclusive of a paid meal break. Flexibility in shift start/end times are permissible where appropriate and based on operational requirements between the hours of 07:00 – 20:00. For payroll purposes, shift averaging will occur over an (8) eight-week cycle.
4. Notwithstanding clause 20.04, for those FC2s who are on the PCOP team, designated holidays shall be observed on the actual calendar day on which the holiday falls and will be paid in accordance with the collective agreement. If eligible for holiday pay, the employee shall be paid holiday pay at the straight-time rate for the number of hours the employee worked or would normally work in that day.
5. The FC2s who are on the PCOP team may accumulate time in lieu of overtime and designated holiday time to a combined maximum of one hundred eight (108) hours in their bank at any one time. Unused time will be paid out per the following schedule as an example:

Block 1 Payout – STAT and OT earned from January 1, 2022 – March 31, 2022, which have not previously been used or paid out, will be **paid out** on the last pay of December (**December 30, 2022**). The last day to **request time off** using STAT and OT from Block 1 is December 16, 2022, at 1600 hours. The time off must be approved by management no later than December 19, 2022, at 1600 hours for dates up to and including December 31, 2022, otherwise, the payout will be processed.

Block 2 Payouts – STAT and OT earned from April 1, 2022 – December 31, 2022, which have not previously been used or paid out, will be **paid out** on the last pay of March (March 24, 2023). The last day to request time off using STAT and OT from **Block 2 is March 10, 2023, at 1600 hours**. The time off must be approved by management no later than March 14, 2023, at 1600 hours for dates up to and including March 25, 2023, otherwise, the payout will be processed.

*Dates would be adjusted per the calendar year.

6. This agreement is without prejudice or precedent and in no way mandates that the Family Services Division continue the PCOP indefinitely. In the event that the PCOP services are no longer required, the incumbents will be provided with reasonable notice to the extent possible and will revert to a regular stream FC2 role.
7. The effective date of the revised PCOP will be the date this agreement is executed.
8. This agreement will augment the original letter of understanding dated March 27, 2019, that is currently in effect.
9. This agreement will be reviewed with the expiration of the current CUPE Local 1764 Collective Agreement, March 31, 2024, to determine if a further letter of understanding is required or incorporating the PCOP program in the Collective Agreement is more appropriate.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
Employees, Local 1764

Helen Gibb-Gavel

Canadian Union of Public
Employees

Letter of Understanding

Between:

The Regional Municipality of Durham

And:

The Canadian Union of Public Employees

And Its Local 1764

Re: Designated Holidays

Whereas this Agreement applies to all employees' in the Clerk 2 classification in the Nursing Department reporting to the Scheduling Supervisor within the Long-Term Care (LTC) & Service for Seniors Division of the Social Services Department;

And Whereas pursuant to Article 15.04 of the Collective Agreement the provisions of Article 15.01 do not apply to any clerical employees in the Long-Term Care Homes;

And Whereas Article 2 of the Collective Agreement provides management with the right to assign to shifts and plan, direct and control the operations of the Region etc;

And Whereas the Long-term Care & Services for Seniors Division of the Social Services Department is a 24/7 continuous operation and as such is moving towards a centralized scheduling model, to meet operational requirement and coverage;

And Whereas the Employer met with the Union on February 28, 2019 to advise of the scheduling changes required for the Clerk 2's in the Nursing Department pursuant to Article 15.02 of the Collective Agreement;

Now Therefore the Parties Agree as Follows:

1. Effective April 28, 2019, the Clerk 2's within the LTC & Services for Seniors Division of the Social Services Department may be required to work on designated holidays pursuant to Article 20 of the Collective Agreement.
2. Employees required to work on designated holidays will be compensated according to Article 16 of the Collective Agreement.

3. Full-time employees who work on such holidays will be granted another day off with pay in lieu of such holiday. If a holiday occurs on an employee's day off, such employee shall receive another day off with pay in lieu of such holiday. Such "Lieu" days shall be used within the period of ninety (90) calendar days after the holiday.
4. Notwithstanding clause 20.04, designated holidays shall be observed on the actual calendar day on which the holiday falls. The starting time of the shift shall be used to determine whether or not a shift falls on designated holiday.
5. Holiday pay for part-time employees, shall be computed as per the Employment Standards Act.
6. Unless otherwise stated herein, all other terms, conditions and Articles of the Collective Agreement continue to apply.
7. This agreement is without prejudice or precedent to either party.

Dated at Whitby, Ontario, this 9 day of May, 2019.

Kelly McDermott

Regional Municipality of
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Re: Hybrid Teleworking Policy

1. The Employer supports a hybrid teleworking model where feasible, without comprising operational and business requirements, to provide a balance between in-office work, which is essential for nurturing a collaborative, connected and innovative organizational culture, while also prioritizing employee well-being and desire for flexibility to assist employees in meeting their work and personal responsibilities. As such, the Employer agrees to meet with and consult with the Union in the event the Region substantively changes its Region wide Hybrid Teleworking Policy. It is understood that the ultimate decision on the Policy rests with the Employer

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
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Re: RDPS Scheduling Transition

Whereas the parties are interested in exploring scheduling options for the RDPS 911 operations for implementation in the 2026 calendar year;

And Whereas the parties agree to the following process to agree upon and implement the selected schedule:

1. Within ninety (90) days of ratification, the Union shall present up to four (4) schedule options, inclusive of a definition of a block, for RDPS 911 operations provided the schedule is:
 - a. Eighty-four (84) hours bi-weekly balanced across four (4) or eight (8) week rotation;
 - b. The shifts are twelve (12) hours in duration;
 - c. There are no flex shifts available.

2. The Union will facilitate a vote of its RDPS members assigned to front-line 911 operations by **no later than June 1, 2025**. The schedule with the most votes shall be implemented in the 2026 calendar year.

3. This schedule shall continue for the life of the Collective Agreement and until such time as the new Collective Agreement is ratified by both parties.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
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Re: Peer Support

1. The parties agree within ninety (90) days of ratification to schedule a joint meeting to discuss feasibility of peer support in departments within the bargaining unit.
2. The parties also agree to establish a Peer Support Steering Committee for RDPS. The Committee shall consist of two (2) representatives from management and two (2) from the Union and shall meet on a bi-annual basis, or as required. The purpose of the Committee is to review and modify the Peer Support Terms of Reference, requisite training, and recruitment.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
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Re: Traffic Operations Centre

Whereas the Region is extending the hours of operation for the Traffic Operations Centres (“TOC”) to include an afternoon shift (4:00 p.m. to 12:00 a.m. hereinafter referred to as the “Afternoon Shift”) and a Saturday shift (10:00 a.m. to 6:00 pm. hereinafter referred to as the “Saturday Shift”);

And Whereas the parties mutually wish to retain this work within the bargaining unit with a view to increasing the number of Technical Assistants employed by the Region.

Now Therefore the parties agree as follows:

- a) Effective January 1, 2025, the Region shall expand the hours of operation for the TOC to include evenings (up to 12:00 a.m.) and on Saturdays (10:00 a.m. to 6:00 p.m.). In order to staff these expanded hours the Region shall introduce a straight Afternoon Shift and Saturday Shift available only to the Technical Assistant job classification in Traffic. If a rotating shift is introduced in Traffic, the Technical Assistants will be eligible for the Article 17.06 premium.
- b) Prior to the introduction of the new shift structure, the existing Technical Assistant will be given an option to maintain their current schedule or transfer to a new shift structure that provides coverage for the Afternoon Shift and Saturday Shift. If the existing staff wish to remain in their current schedules, the parties agree that any new hires into the Technical Assistant job classification shall automatically be placed on the new shift structure that ensures coverage for the Afternoon Shift and Saturday Shift.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
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Re: Special Teams in RDPS

Starting the 2025 calendar year, any paramedic who is recruited or appointed into a Tactical Unit, Community Paramedicine Program or Field Training Officer duties and actively work at least three months in a calendar year ("Special Teams"), shall automatically receive an annual lump sum payment of \$1,000 less applicable deductions, to be paid out in January of the following year.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

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Re: Modified Conditions of Employment in The Health Department

The conditions of employment outlined elsewhere in the Collective Agreement will be as modified in this Memorandum of Agreement for employees in the Health Department. Accordingly, this Memorandum of Agreement forms a part of the Collective Agreement between the parties. These modifications are:

1. **Vacation Entitlement for Public Health Inspectors and Dental Hygienists**

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

2. **Hours of Work**

The normal work week shall consist of five (5) days, Monday to Friday inclusive, and the normal work day shall consist of seven (7) hours except for Public Health Inspectors hired after July 1, 1981 and By-Law Enforcement Officers whose normal work week shall consist of five (5) consecutive days of seven (7) hours each in any week.

Employees required to work in excess of seven (7) hours per day or on a holiday or on days outside the normal work week as defined in the paragraph above shall be paid in accordance with Article 16 - Overtime and Article 17 - Call Back, Standby and Shift Premium, provided that such overtime is authorized.

Where a Public Health Inspector or a By-Law Enforcement Officer is required to work on a Saturday or a Sunday and is not eligible for overtime as set out in the two paragraphs above, they shall receive an additional sum of three dollars (\$3.00) per day for each day worked. Effective June 29, 2011 increase to five dollars (\$5.00).

Dated at Whitby, Ontario, this 28 day of October, 2024.

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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 or their designate that does not permit participation in a job share arrangement.

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

1. Each job sharing arrangement will replace one full-time bargaining unit position. Two (2) 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 14.01.

2. The decision on how (that is temporary, full-time, leave vacant, relieving) to fill the resulting vacant full-time position will be at the discretion of the Department Head or their designate where the vacancy occurs.
3. Any job share arrangement must receive the concurrence of both the Department Head or their designate and the Union before it is confirmed.
4. A request for a job sharing arrangement by two (2) regular full-time employees who have completed their probationary periods shall be made in writing to the Department Head or their designate with a copy to the employee's supervisor and the Union.
5. Seniority and service (except as required by OMERS) will not be prorated during the job sharing period.
6. 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.
7. 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 or their designate, the Union and the two (2) employees who are entering into the job share arrangement prior to the arrangement being confirmed.
8. Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share period.
9. 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 (11) applies.
10. If the conditions described in (9) above take place, the remaining job sharer shall revert to regular full-time employment unless (11) applies.

11. If the remaining job sharer and Department Head or their designate and Union wish to continue the job sharing arrangement, the job sharer will have six (6) months to find a new job sharing partner within the Division, in the same job classification and with approval by management. If a partner cannot be found within the Division, the position will be posted in accordance with Article 14. During the period of the search, the remaining job sharer may be required to work full-time.
12. Where a Department Head or their designate cancels a job-sharing arrangement, the parties will meet to discuss the job availability for the job sharers.
13. The job sharers will be paid at one-half (1/2) the annual salary for the position being shared. Where the position being shared is on a salary grid (that is Health Department), the employee's salary for the position will be determined by their length of service.
14. Each job sharer will be paid half (1/2) the daily rate of a regular full-time employee for each designated holiday.
15. Each job sharer will receive one-half (1/2) of the vacation entitlement of a regular full-time employee according to their length of service.
16. Each job sharer will be entitled to one-half (1/2) the sick leave benefits of a regular full-time employee.
17. Each job sharer will receive one-half (1/2) of the vehicle allowance assigned to the position they are job sharing, if applicable.
18. During periods of extended absence (that is maternity leave, lengthy illness) of one of the job sharers, the other job sharer may be required to work for the absent job sharer.

19. The benefit coverage for a pair of job sharers will not exceed the cost of benefits for one (1) regular full-time employee. Those benefits provided by Article 23.01 (d), Major Medical and 23.01 (f), Dental Plan will be shared by the employees in the job share arrangement. For clarity, one (1) 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.
20. Each employee will participate in the benefits outlined in Article 23.01 (a), (b), (c) and (e). Benefit levels will be determined by point (13) of this document.
21. Each job sharer is to average a basic work week of seventeen and a half (17.5) hours or twenty (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.
22. Overtime for job sharers will be considered as authorized hours worked in excess of the normal hours of work as provided for in Article 15 and will be compensated for as prescribed by Article 16 of the Collective Agreement. The two (2) employees in the job share arrangement shall be considered as one (1) employee for the purposes of Article 16.04. The job share employee working the authorized overtime shall be compensated for the overtime.
23. Workers involved in job sharing arrangements will continue to be members of CUPE Local 1764.

The Region will not incur any increased costs except those administrative costs directly related to two (2) people on staff sharing a position normally filled by one (1) person, that is:

- two (2) salary reimbursements instead of one (1)
- two (2) personnel files instead of one (1)
- two (2) performance reviews instead of one (1)
- counselling and dealing with two (2) employees instead of one (1).

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
Durham

Debbie Provost

Canadian Union of Public
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Helen Gibb-Gavel

Canadian Union of Public
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Memorandum of Agreement

Between:

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Re: Modified Work/Return to Work Program

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 co-operate in finding suitable alternative employment.

Where the employee cannot be accommodated in their regular classification, the parties 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, 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 capable of performing duties of another classification provided the employee has the requisite skill and ability to perform the job.

The Region shall have a Union Representative present unless otherwise requested by the employee when discussing an initial return to work program for an employee who is returning from a leave of absence.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

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Re: Grandfathered Rates (Pertaining to the Job Study Implemented in 2003)

Incumbents in classifications paid above the rate stipulated in the collective agreement will continue to receive the economic adjustments. Should they leave their classification, they will be paid the appropriate rate for their new classification.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

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Re: CPA (Chartered Professional Accountants) designation

1. The parties agree that Regional employees seeking their CPA designation may temporarily transfer into the financial services division to obtain their work placement hours to achieve the designation provided it is operational feasible.
2. It is agreed that the Region will not be required to post the position pursuant to Article 14 in order to affect the move.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

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Re: Short Term Income Protection Plan

1. Commencing July 1, 2022, the Employer will offer a short-term income protection plan ("STIPP"), as may be amended from time to time, to full time and job-share employees only. This does not include paramedics (who will remain under their existing STIPP program), part-time employees, on-calls/casual employees and temporary employees.
2. It is understood that STIPP shall be adjudicated by the Region's third (3rd)-party insurer and any appeal related to an employee's STIPP claim shall be adjudicated by the insurer and not through the grievance procedure. It is also understood that STIPP is not expressly incorporated into the collective agreement.
3. Pursuant to STIPP, the first three (3) shifts an employee (except for paramedics) is absent due to illness or injury shall be unpaid for each claim. To address this interruption in earnings, a full-time employee will be entitled to an incidental bank of up to ninety-eight (98) paid hours per year to compensate such unpaid sick time and/or unpaid family dependent leave as defined by Regional policy. These hours can only be used in half (1/2) shift or full shift increments and do not accumulate year to year. This entitlement shall be prorated in the first (1st) year and last year of service. This amount shall be pro-rated during the first (1st) year of implementation to forty-nine (49) hours.
4. If the employee has not used all of the ninety-eight (98)-hour allotment by the end of the calendar year, the Region shall pay the employee one-half (1/2) of the unused balance. This shall be payable by the end of February of the next calendar year.

5. By no later than April 30, 2022, full time employees (excluding full-time paramedics) shall either elect into STIPP (wherein Article 22 shall no longer apply) or remain in the sick leave credit program as enumerated in Article 22. The election window will be from March 1, 2022 to April 30, 2022. If an employee elects to move to the STIPP program, they shall no longer accumulate sick leave credits pursuant to Article 22 and any existing sick leave credits shall be frozen as of July 1, 2022. If an employee has five (5) or more years of service with the Region, they shall be entitled to half (1/2) of these frozen sick credits on cessation of employment to a maximum of six (6) months of their regular salary at the date of cessation.
6. It is understood that full-time employees hired on or after July 1, 2022, shall be automatically enrolled in STIPP and Article 22 shall not apply to them.
7. It is understood that the full details of the STIPP plan are outlined in the STIPP Information Package for 1764, as may be amended from time to time.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

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Re: Mental Health Outreach

Whereas the creation of a new Family Counsellor 2 – Mental Health Outreach position has been established and approved by Regional Council to provide social work outreach services to vulnerable populations, including those who are unsheltered and under-housed, and who may have mental health and addiction challenges;

And whereas in addition to this new position, Family Services will assign an additional Family Counsellor 2 position to the Mental Health Outreach (total of two (2) positions) to work as a team;

And whereas the hours of work for the Family Counsellor 2 – Mental Health Outreach positions will consist of a thirty-five (35) hours per week schedule, consisting of five (5) shifts of seven (7) hours and one (1) hour unpaid meal break and will range between 8:00 a.m. to 8:00 p.m.;

And whereas the normal hours of operation for the Family Services division is between 8:30 a.m. to 9:00 p.m. per Appendix E;

And whereas the Family Counsellor 2s shall work three (3) day shifts and two (2) evening shifts per week and these shifts shall remain consistent from week to week unless otherwise agreed to by the parties pursuant to Appendix E;

Now therefore the Parties Agree as Follows:

1. The Family Counsellor 2s – Mental Health Outreach positions will not be required to work the two (2) mandatory evening shifts.
2. The Family Counsellor 2 – Mental Health Outreach positions will work the hours of thirty-five (35) hours per week schedule, consisting of five (5) shifts of seven (7) hours and one (1) hour unpaid meal break and will range between 8:00 a.m. to 8:00 p.m.

3. The Family Counsellor 2s are obligated to fulfil the assigned shift per the Mental Health Outreach requirements.
4. If the Mental Health Outreach assignment dissolves, then the Family Counsellor 2s will be expected to meet all requirements pertaining to hours of work per the Collective Agreement.
5. This agreement applies solely to the MHOP assignment as prescribed above and will be reviewed after one year of implementation to ensure MHOP is meeting the needs and expectations of the Family Services Division.
6. This agreement is without prejudice or precedent and in no way obliges the Family Services Division to continue the project.

Dated at Whitby, Ontario, this 28 day of October, 2024.

Kelly McDermott

Regional Municipality of
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