



**Collective Agreement**

**Between**

**The Regional Municipality of Durham**

**and**

**The Canadian Union of Public Employees**

**Local 132**

**April 1, 2021 – March 31, 2025**

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This Agreement Made This 11<sup>th</sup> Day of March, 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 132

(Hereinafter Called The "Union")

Of the Second Part

## **Article 1 Purpose**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide machinery 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 employees in the bargaining unit.

## **Article 2 Definitions**

- 2.01 "Employee" in this Agreement shall mean those persons defined in clauses 2.02 and 2.03, and in the employ of the Employer.
- 2.02 "Regular" employee shall mean a person in the employ of the Employer and who is designated by the Employer as a regular employee. Regular employees shall be covered by all provisions of this Agreement except where otherwise stipulated. No regular employee shall be involuntarily re-designated from regular employee status to part-time employee status for the purpose of removing benefits.
- 2.03 "Part-time" employee shall mean a person in the employ of the Employer and who is designated by the Employer as a part-time employee. Part-time employees shall be covered by all provisions of this Agreement except where otherwise stipulated.
- 2.04 The gender "His" throughout this Agreement shall be read as "his" or "her".

2.05 Temporary employees may only be utilized where no permanent full-time or part-time qualified employees are willing to perform the work. Temporary employee shall mean a person in the employ of the Employer and who is designated by the Employer as a temporary employee. Temporary employees shall be hired for a period not to exceed 12 months except that such time period may be extended by the mutual agreement of the parties. Such employees shall not be subject to the terms of this agreement except for: Article 1 – Purpose; Article 2 – Definitions, clause 2.05; Article 3 – Recognition, Article 4 – Relationship; Article 5 – Management Functions (excluding 5.02); Article 6 – Strikes or Lockouts; Article 7 – Compulsory Check-Off; Article 8 – Grievance Procedure, except that the grounds upon which a temporary employee shall be entitled to grieve shall be limited solely to a violation of Article 4, clause 4.01; Article 9 – Management Grievances; Article 19 – Safety Provisions; Article 23 – Paid Designated Holidays, except under (e), a temporary employee is restricted from using a lieu day prior to it being earned;

Article 24 – Relieving in other Grades; Article 25 – Wage Schedule and Classifications; Article 26 Hours of Work – clauses 26.02 and 26.03; Article 27 – Overtime (excluding clause 27.06); Article 28 – Shift Premium; Article 29 – Rest Periods; Article 31 – Duration and Automatic Renewal. Temporary employees shall receive 4% of earnings for vacation pay.

### **Article 3 Recognition**

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees of all Long-Term Care Homes of the Employer save and except, Supervisors, persons above the rank of Supervisor, Office Staff, Registered Nurses, and any other person whom the Employer and the Union might agree exercises managerial functions or services of a confidential nature.

## **Article 4      Relationship**

- 4.01 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, age, sex, marital status, nationality, ancestry or place of origin, family status, disability, sexual orientation, political affiliation or activity, or place of residence. 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.
- 4.02 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises without the permission of the Administrator or designate.
- 4.03 The Employer will provide bulletin boards in areas designated by the Employer, and secured by glass, for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Such notices must be signed by an officer of the Local Union. It is understood that the management of this bulletin board rests solely with the Union and the contents of the notices shall not be in violation of the Collective Agreement, Regional policies/procedures and/or the law.
- 4.04 The Employer shall provide each newly hired employee with a copy of the Collective Agreement and a copy of the benefits booklet. The Union shall be notified of all new hires.
- 4.05 The Employer and Union shall establish a divisional union management committee to discuss ongoing operational needs and developments across the Homes. The Committee shall consist of the Administrators from each Home, or their delegates, and one Union representative from each Home and the Union's Recording Secretary. The Committee shall be co-chaired by the Director of Long-Term Care or their delegate and the Union President or their delegate. The parties shall meet on a quarterly basis during regular working hours and without loss of pay.

## **Article 5      Management Functions**

5.01 The Union recognizes that it is the function of the Employer 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 Employer by statute and/or by-laws of the Employer.
- (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, the location of all Homes and equipment, and to manage the Homes for the benefit of the residents.

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

## **Article 6      Strikes or Lockouts**

6.01 In view of the orderly 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 will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

## **Article 7 Compulsory Check-Off (Modified Rand Formula)**

- 7.01 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees in the bargaining unit covered by this Agreement, an amount equivalent to the Union dues and shall remit same by the 10<sup>th</sup> of the month following to the Treasurer of the Union, with a list of the names of employees from whom such deductions have been made. The said sums shall be accepted by the Union as the regular dues of those employees who are or may become members of the Union. The Union agrees to indemnify the Employer from any grievance or suit for damages arising from the deduction of Union dues.
- 7.02 The Union shall be responsible for keeping the Employer informed as to the name and address of the Treasurer.
- 7.03 The amount of Union dues deduction shall be shown on each employee's Income Tax (T-4) slip.

## **Article 8 Grievance Procedure**

### **8.01 Informal Complaint Process**

It is understood that an employee has no grievance until their designate has first given their manager or their designate the opportunity of addressing the complaint. Any complaint shall be discussed with the manager or their designate when they becomes aware of the circumstances giving rise to it having occurred or ought reasonably to have come to the attention of the employee. The employee may be accompanied by a Steward or an available Union Representative or the Union Representative may address the complaint on the employee's behalf. The complaint may then be taken up as a grievance within ten (10) days of the decision of the manager or their designate or if there has been no response ten (10) days after the complaint was raised using the process set out below.

- 8.02 Differences or disputes arising from the interpretation or application of the collective agreement between the Employer and the employee shall be considered as grievances and shall be dealt with in the following manner, and all grievances shall be submitted and answered in writing, and shall state the Article(s) and clause(s) in dispute, the nature of the grievance and the remedy sought:

**Step 1:**

An employee having a grievance shall present it to their Union in writing, if the Union Steward and/or the Union Committee considers the grievance to be justified, and they shall jointly take the matter up within ten (10) working days of the event giving rise to the grievance to the Administrator of the Home or designate, who shall have ten (10) working days to render a decision.

If a settlement is not reached, the grievance shall be submitted within ten (10) working days of the Administrator's or designates answer and shall be referred to Step 2 of this procedure.

**Step 2:**

The grievance shall be submitted to the Director of Long-Term Care and Services for Seniors or designate who shall render a decision within ten (10) working days. The grievor may be represented at this Step by the Union Committee. A representative from the Corporate Services Department shall participate in the proceedings at this Step.

Failing a satisfactory settlement, the third Step of the grievance procedure shall be invoked within ten (10) working days of the answer of the Director of Long-Term Care and Services for Seniors.

**Step 3:**

The grievance shall be submitted to the Chief Administrative Officer or their designate, which will meet with the Union Committee within fourteen (14) days of the date of request for such meeting. The decision of the Corporate Services Department shall be given within ten (10) working days from the date of such meeting where the Union specifically requests the matter will be heard by the Chief Administrative Officer.

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

Once the grievance procedure is fully exhausted and prior to the scheduling of an arbitration hearing, the parties may retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration.

- 8.03 **Policy Grievance** - Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.
- 8.04 The "days" referred to in this Article are normal working days, excluding Saturdays, Sundays and designated holidays.
- 8.05 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.
- 8.06 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.
- 8.07 Whenever the Employer or its authorized agent deems it necessary to issue a written warning, suspend or discharge an employee, the Employer shall forward a copy of the disciplinary notice to the Union with a copy to the vice president of The Home in which the employee works.
- 8.08 The Union shall have access to the disciplinary record of an employee at any stage of the grievance procedure.
- 8.09 At any meeting during which an employee is to receive a written warning, suspension, or discharge, the employee has the right to union representation. An employee's request for union representation at other meetings with management will not be unreasonably denied provided the meeting will not be unduly delayed to accommodate the request.

**8.10 Clearing of Record:**

Any letter of counsel, letter of reprimand, suspension or other sanction will be removed from the record of the employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for twenty-four (24) months. This clause shall not apply in matters concerning resident abuse.

8.11 An employee who claims they have been unjustly discharged may institute an appeal at Step 2 of the grievance procedure within ten (10) working days of the effective date of discharge.

8.12 Grievances concerning lay-offs or recalls shall be initiated at step 3 of the grievance procedure.

8.13 The Employer will provide the Union with a copy of any non-disciplinary letters of counsel placed on an employee's file.

**Article 9 Management Grievances**

9.01 It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union and that, if such complaint by the management 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.

**Article 10 Access to Employee File**

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

**Article 11 Union Committee**

11.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than seven (7) employees, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, including grievances and the negotiating of a new Collective Agreement. It is agreed that the Union Committee will consist of at least one Union Committee member from each Home.

The Union shall provide the Corporate Services Department with a list of all Union stewards and shall notify the Corporate Services Department of any changes to the list.

- 11.02 The Union shall advise the Employer of the personnel serving on this Committee.
- 11.03 The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining the permission of their Department Head, and on the completion of such duties shall report back to them, or to any job to which they have previously directed them, and give any reasonable explanation which may be requested with respect to their absence. It is understood that such permission shall not be unreasonably withheld.
- 11.04 If such employee is required to deal with matters arising out of this Agreement, up to but not including matters arising from any arbitration proceeding, during a shift for which they were scheduled to work, the employee will be compensated by the Employer to the extent of their regular pay for such time.
- 11.05 Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Employer reserves the right to withhold payment if the Union Committee does 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.
- 11.06 At the request of the Union, the Region will schedule the Local President and one Vice-President per Home to work on a steady day shift, Monday to Friday. The Region will not schedule an Employee for a steady day shift, Monday to Friday, under this Article when the Employee is on a full-time leave of absence for the Union. At the conclusion of the leave, such Employee will return to the line that they held prior to the leave.

## **Article 12 Seniority**

### **12.01 Seniority for Employees**

- (a) A seniority list for employees will be established for all employees who have completed their probationary period of employment per 12.01(b). It is agreed that such seniority list shall be revised and posted quarterly and a copy filed with the Union. This list will include the name of the employee, their classification and the last date of hire which shall be their seniority date.
- (b) Newly hired employees shall serve a probationary period of six (6) months (or in the case of part-time employees 975 hours worked) from the date of hire. During the probationary period such employees may be terminated or disciplined at the sole discretion of the employer whose decision shall be final and such employees shall not have recourse to grievance or arbitration as a result of disciplinary action or termination of employment except in such cases where the employee alleges a violation of Article 4, clause 4.01. After completion of the probationary period, seniority shall be effective from the date of hire.

12.02 A part-time or full-time employee who changes employment status from full-time to part-time or part-time to full-time shall be credited with the full seniority and service in their new status.

12.03 It is expressly agreed that service and/or seniority granted under this provision:

- (a) shall not be applicable in any manner to any pension plan, nor shall it commit the Employer to any form of retroactive financial liability or payment.

## **Article 13 Loss of Seniority**

13.01 Seniority rights and an employee's employment shall be terminated where:

- (a) They leave of their own accord.
- (b) An employee who has attained seniority status is discharged from employment, and is not reinstated through the grievance procedure.

- (c) An employee 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 layoff, whichever is the lesser.
- (d) They have been laid off and fail to return within ten (10) calendar days after notice to return has been sent to them by registered mail to their last address appearing on the Employer's records.
- (e) They are off work for a continuous period of twenty-four (24) calendar months except in the situation where the employee is absent due to compensable injury under the Workplace Safety and Insurance Act or is in receipt of long term disability benefits through the employer.
- (f) Overstays an approved leave of absence and fails to obtain written extension from the Region.
- (g) Is absent from work three (3) days or more without sufficient cause or without notifying their immediate supervisor.

**Article 14 Seniority Applied to Promotions and Transfers**

14.01

- (a) When a permanent vacancy exists or a new position is created, the Employer will post the position for a period of eight (8) calendar days Division wide. If there are no internal applicants in the Division that have the necessary skill, ability, experience and qualification required of the position, the Employer will consider external applicants.
- (b) Prior to posting a Division wide or external vacancy, the Home will consider reassignment requests from staff in the Home who are in the same job classification and with the same job status. To be considered for such a reassignment, the employee must have provided written notice to management in advance of the vacancy and the request was received in the calendar year when the vacancy arose. Each Home shall provide the Union with a copy of the most recent reassignment list on a quarterly basis.

- (c) If a permanent reassignment occurs, the Home will utilize the reassignment list for one (1) resulting vacancy except in the case of Hillsdale Estates, where the Home will utilize the reassignment list for two (2) resulting vacancies. Any subsequent vacancies shall be posted in accordance with Article 14.01(a).
- (d) Any position arising from temporary full-time vacancies expected to last in excess of six (6) months will be first offered to a full-time employee on the reassignment list. The resulting full-time vacancy will be offered to a part-time employee in the same job classification based on seniority and any shifts arising from their transfer shall be assigned based on seniority.
- (e) It is the responsibility of each employee to ensure that their application to the job posting and/or name on the annual reassignment list is received for consideration before the posting period is completed. It is agreed that the employer shall not be held responsible for applications that are not received on time.

#### 14.02

- (a) Subject to Article 14.01(a), promotions or changes in classification will be based on seniority, provided the most senior applicant has the requisite skill, ability, experience and qualifications for the position and their Corporate Human Resources file contains no discipline equal to a five (5) shift suspension or more.

However, where the most senior applicant is within the classification where the vacancy resides, Article 14.02(b) applies.

- (b) Division wide transfers of employees within a classification will be made based on the most senior applicant able to meet the requirements of the job posting provided the Human Resources Corporate file contains no discipline equal to a five (5) shift suspension or more.

Full-time and part-time employees in the same classification shall be considered in the same classification for the purposes of this clause.

- (c) In the event an employee has discipline for resident abuse equal to a five (5) shift suspension or more, such employee will be eligible for a promotion or transfer, pursuant to Articles 14.01 (a) and (b) above, provided they have remained discipline free for twenty-four (24) months of active employment from the date the discipline is issued. It is understood that despite this exception, the discipline for resident abuse shall remain on their file indefinitely in accordance with Article 8.10.

14.03 The name of the successful applicant for a job posting will be posted on the bulletin boards and a copy sent to the President.

14.04 Where the Employer deems it necessary to appoint a lead hand in a department and where the Employer expects the lead hand responsibilities to be of indefinite duration, the Employer will post for a period of eight (8) calendar days notice of intention to appoint a lead hand. Except where a vacancy exists in the department, the posting will be limited to those employees within the department, and the appointment will be made on the criteria set out in clause 14.02. The lead hand premium will be removed at the time the lead hand responsibilities cease.

14.05 An employee who is the successful applicant to a job posting, reassignment, transfer of employees in the same classification is not permitted to apply to any subsequent job postings, reassignments or Division transfers in the same classification for a period of six (6) calendar months from the effective date of the appointment. This does not restrict a part-time employee from applying to a full-time position or a full-time employee from applying to a part-time position.

## **Article 15 Transfers to Supervisory Positions**

15.01 If an employee is or has been transferred to a supervisory position which is not subject to the provisions of this Agreement, they shall retain their previous seniority for a thirteen (13) month period while outside of the bargaining unit.

## **Article 16 Seniority Applied to Lay-Off and Recall**

16.01 It is expressly understood and agreed that none of the provisions in the Article shall prevent the Employer from discharging its responsibility for managing the Homes for the well-being of the residents or for taking any action that the Employer deems necessary for the maintenance of operational efficiency.

### **16.02 Lay-Off of Part-Time Employee**

- (a) Due to the absence of a defined work schedule for part-time employees, shifts for which a part-time employee is not required for work shall not be considered a lay-off.
- (b) In the event of a curtailment of operations which necessitates that a part-time employee not be scheduled for work for indefinite duration, such shall be deemed a lay-off in accordance with clause 16.03.

### **16.03**

#### **(a) Lay-Off Procedure:**

1.
  - a) Where the full-time complement is to be reduced, the junior full-time employee within the classification to be reduced within the specific Home shall be given the notice of lay-off.
  - b) Where the part-time complement is to be reduced, the junior part-time employee within the classification to be reduced within the specific Home shall be given the notice of lay-off.
2. A full-time employee given notice shall first utilize their seniority within the Home to displace the most junior full-time or part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.

3. If under point #2 there are no positions available for which the employee can utilize their seniority then the full-time employee given notice may utilize their seniority in the other three Homes to displace the most junior full-time or part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.
4. A part-time employee given notice shall first utilize their seniority within the Home to displace the most junior part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.
5. If under point #4 there are no positions available for which the employee can utilize their seniority then the part-time employee given notice may utilize their seniority in the other three Homes to displace the most junior part-time employee in a classification with the same or lower salary rate provided the employee is willing, able and qualified to perform the work.
6. The displaced full-time or part-time employee may then utilize their seniority as noted above.

(b) **Recall Procedure:**

1. The most senior employee on lay-off will be recalled to the first available position in any Home to a classification with a lower or same salary rate from which the employee was laid off provided the employee's ability and qualifications are sufficient.

**Article 17 Leave of Absence**

17.01 The Employer may grant leave of absence, for personal reasons and educational leaves, of up to nine (9) consecutive months, without pay or without loss of seniority or occupational classification, to any employee requesting such leave. Such request shall be in writing and each case to be dealt with on its merit.

17.02 All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave.

Leave of Absence without pay or loss of seniority for attendance at Union conferences, seminars and conventions will be granted to not more than four (4) employees for a period not to exceed twenty (20) days cumulative each in any one year, and not more than one (1) employee from a department, except in the Nursing Department.

17.03 An employee may only accumulate seniority during the first three (3) months of a granted leave of absence.

17.04 An employee shall be granted time off for bereavement leave, without loss of pay, according to the schedule below, following the date of death of:

- (a) An employee's spouse or child, up to nine (9) consecutive days.
- (b) A father, mother, father-in-law, mother-in-law, grandchild, sister, brother, step-father, step-mother, step-son, step-daughter, step-brother, or step-sister up to five (5) consecutive days.
- (c) An employee's grandmother, grandfather, sister-in-law, brother-in-law, son-in-law, daughter-in-law, up to three (3) consecutive days.
- (d) An additional two (2) days travelling time, without pay, may be granted by the Administrator or designate to permit the employee to attend a funeral in the family that is to be held at a distant point.
- (e) Where tradition dictates or delayed services occur (internment or memorial) the amounts in paragraphs (a), (b) or (c) may be used over two (2) separate occasions within six (6) months of the date of loss.

**17.05 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 at least thirteen (13) weeks of continuous service prior to the expected date of birth.

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.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits as required by the Employment Standards Act.

Upon the conclusion of an employee's leave under this article, the employer shall reinstate the employee to the position the employee most recently held with the employer, in the same facility, if it exists, or to a comparable position if it does not.

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

The employee shall reconfirm their intention to return to work on the date originally approved in under this leave by written notification received by the employer at least two (2) weeks in advance thereof.

- (b) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-eight percent (78%) of their regular weekly earnings and the sum of the maximum weekly Employment Insurance benefits available to them during that 15-week pregnancy benefit period and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance current claim information page as proof that 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.

## 17.06 Parental and 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.

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.

For the purposes of this Article, parent shall be defined in accordance with the parental leave provisions in the Employment Standards Act, 2000, as may be amended from time to time.

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 must begin their parental leave in accordance with the Employment Standards Act, 2000, as may be amended from time to time.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits as required by the Employment Standards Act.

Upon the conclusion of an employee's leave under this article, the employer shall reinstate the employee to the position the employee most recently held with the employer, in the same facility, if it exists, or to a comparable position if it does not.

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

The employee shall reconfirm their intention to return to work on the date originally approved under this leave by written notification received by the employer at least two (2) weeks in advance thereof.

17.07 The Employer shall not be obliged to schedule any employee returning from a pregnancy or adoption leave until four (4) weeks after they provide notice of their date of return.

17.08 Extension of benefits coverage is available to employees who are on approved leaves of absence, provided the required contribution of one hundred (100) per cent is paid monthly by the employee in advance of the beginning of every month except as modified by the Employment Standards Act.

17.09 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits, for this purpose. The Employer shall pay the employee their full basic wage or salary for the scheduled days of work during the period of such service, provided that the employee shall turn over to the Employer at the Corporate Services Department the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment therefore.

**17.10 Full-time Union President:**

At the request of the union, the Region will grant the union president full-time off from their regular duties without loss of pay, benefits or seniority to deal solely with union matters for the duration of their term in office. The union agrees to reimburse the Region on a yearly basis for the salary of the full-time president. On the completion of their term of office, the president shall be returned to the position held prior to the leave of absence.

**Article 18 Tools, Equipment and Uniforms**

18.01 The Employer will provide such tools and equipment necessary to carry out the work of the Home.

- 18.02 The Employer will provide smocks or dresses to established classifications for Practical Nurses, Kitchen, Laundry and Housekeeping Aides and Nurses' Aides. Orderlies and Maintenance Workers will be provided with shirts and pants. Colour, type and quality, etc., will be at the discretion of the Administrator or designate.
- 18.03 It is understood that the above tools, equipment are the property of the Employer and are not to be removed from the premises without the permission of the Administrator or designate.
- 18.04 If Management requires an employee to wear "Green Patch" safety footwear a \$200 reimbursement will be paid to the employee. Effective January 1, 2024, a \$250 reimbursement will be paid to the employee.
- 18.05 The Region will provide personal winter jackets with hoods for all employees who are normally required to shovel snow or work outside during cold weather. Such jackets shall only be worn at work. Jackets will only be replaced on an as needed basis at the discretion of the manager.

#### **Article 19 Safety Provisions**

- 19.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents, and with such promotion of safety and health as is deemed necessary.
- 19.02 In recognition of this intent, the parties agree that Joint Health and Safety Committees shall be established and continued at each Home.

#### **Article 20 Benefits, Pension and Retirement**

- 20.01 The Employer will provide the following employee benefit program, with premiums payable by the Employer except as noted, to all full-time regular employees:
- (a) Life Insurance - twice basic annual salary to a maximum insured amount of \$150,000.00. Coverage to commence from sixth month of service.
  - (b) Paid-up Life Insurance Policy in the amount of \$2,500.00 for employees who retire at age 65 or older or after achieving the OMERS 90 factor.

- (c) Accidental Death and Dismemberment Insurance is equal to two (2) times the basic annual salary to a maximum of \$150,000 in the event of an accidental death. Coverage to commence from sixth month of service.
- (d) Extended Health Insurance to commence from third month of service and to provide:
  - 1. Semi-private hospital coverage.
  - 2. Vision Care - four hundred (\$400) maximum per insured person over each two (2) consecutive calendar years. One optical exam will be covered every two (2) consecutive calendar years to a maximum of one hundred dollars (\$100) per visit. Effective January 1, 2024, increase vision care to four hundred and fifty dollars (\$450) maximum per insured person over each two (2) consecutive calendar years.
  - 3. Ambulance Service and Other Eligible Extended Health Benefits Expenses.
  - 4. Physiotherapy and psychology to a maximum of \$2000.00 per practitioner per year. Effective January 1, 2024, increase physiotherapy and psychology benefits to a maximum of \$2500 per practitioner per year.
  - 5. Massage Therapy: Maximum amount of \$500 per calendar year.
  - 6. Chiropractic Services: Maximum amount of \$400 per calendar year.
  - 7. Speech Therapy: The treatment of speech impairments by a licenced speech therapist is covered. The maximum amount payable is \$5,000 in a calendar year.
  - 8. Full-Time and Part-Time employees:  
Each full-time and part-time employee shall be issued a drug card with a dispensing fee cap of \$10.00 per prescription. There shall be mandatory generic drug substitution unless otherwise prescribed by a physician and medically necessary.
- (e) Long-term disability - payable at 66-2/3% of basic earnings (fully integrated with government benefits) to a maximum of four thousand four hundred and forty-five dollars (\$4,445) per month – benefits to commence from 181<sup>st</sup> day of disability. Coverage to commence from the sixth (6<sup>th</sup>) month of service.

- (f) Dental Plan - Basic - no co-insurance and basic dental recall every nine (9) months.
- Endodontics and periodontics - co-insurance with the plan paying 75% and the employee paying 25%. Scaling and/or root planing to an annual maximum of eight (8) time units per year
  - Major restorative - co-insurance with plan paying 50% and the employee paying 50%
  - an annual maximum of \$2500 for all benefits.
  - Payments under the plan will be based on the current O.D.A. Schedule of Fees.
  - Orthodontal – co-insurance with plan paying 50% and employee paying 50%, dependent children only, lifetime maximum of \$3000 per child.
- (g) **Survivor Benefits:**
- In the event of the death of an active employee who is in receipt of benefits, the employee's spouse and dependents will continue to have EHB and dental coverage for a maximum of 24 months or age 65 of spouse or until they remarry, whichever comes first.
- (h) Health Care Spending Account: a maximum amount of three hundred (\$300) annually in accordance with the Revenue Canada Guidelines. Effective January 1, 2024, increase this amount from \$300 annually to \$450 annually.

## 20.02 For Part-Time Employees

Such employees shall be entitled to participate in the Extended Health plan (paragraph 20.01 (d)) only and upon the successful completion of the probationary period for employees hired after January 1, 2019.

20.03 The Employer will maintain all current pension plans. Regular full-time employees, except as noted below, must participate in Ontario Municipal Employees Retirement System (“O.M.E.R.S”). The Region and employee shall make equal contributions to the Ontario Municipal Employees Retirement System and to the Canada Pension Plan. Where permitted by O.M.E.R.S., an individual in receipt of an O.M.E.R.S. pension may either: a) elect to have their pension suspended and re-enrol in O.M.E.R.S. while an employee of the Region or, b) continue to receive an O.M.E.R.S. pension and not enrol in O.M.E.R.S. while an employee of the Region.

Employees who work other than continuous full-time basis shall be eligible for participation in O.M.E.R.S, on an optional basis in accordance with the O.M.E.R.S.' Act and plan text, as may be amended from time to time. An employee who transfers from full-time to part-time status and who is therefore required by the O.M.E.R.S. Act to remain a member of O.M.E.R.S. shall, in addition to O.M.E.R.S. be entitled to the benefits set out in paragraph 20.02.

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

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

20.06 It is agreed that the total Employment Insurance premium reduction will accrue to the Region to offset increased benefit costs.

20.07 Employees over the age of 65 shall be excluded from Articles 20.01(a), 20.01(c) and 20.01(e). Effective January 1, 2016, employees over the age of 65 will be entitled to a \$20,000 life insurance policy paid for by the employer up to and including age 75.

## **Article 21 Sick Leave**

- 21.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 21.02 All regular employees of the Homes shall be entitled to one and one-half (1-1/2) days sick leave for each full month of employment and any unused portion of such sick leave shall accumulate to the credit of such employees.
- 21.03 All regular employees shall be entitled to sick leave with pay up to the amount of their accumulated sick leave credits. Probationary employees shall not be entitled to such credits until they become regular employees, at which time sick leave credits will be established as of the date of hiring. Eligible employees will be advised of their accumulated sick leave credit days as of December 31<sup>st</sup> of each year, which shall be stated on their pay cheque.
- 21.04 Employees absent from work in excess of three (3) working days due to medical reasons must submit a medical physician's certificate to cover the absence, and may at the discretion of the Department Head be required to produce a physician's statement to cover any shorter period of absence due to medical reasons. Normally the physician's statement to cover absences of three (3) days or less will be asked for in advance.
- 21.05 Any regular employee who has had at least five (5) years of continuous service shall, upon termination of 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 sick leave standing to their credit at that date provided, however, that this amount of such gratuity shall in no case exceed six (6) months of their salary at that date.
- 21.06 The Department of Corporate Services shall keep all records necessary to the carrying out of this plan, and the decision of the Commissioner of Corporate Services as to the amount of sick leave gratuity to which an employee is entitled shall be final.
- 21.07 In cases where absence is caused by accident or illness for which the employee is receiving compensation from the Workplace Safety and 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 Employer to such employee with respect to such absence.

- 21.08 No wage payments shall be made to an employee claiming compensation beyond the limit of their credit on sick leave, unless or until an award has been made by the Workplace Safety and Insurance Board.
- 21.09 The provisions of this Article shall apply to regular employees only. However, effective the 2024 calendar year, part-time employees will be entitled to an incidental bank of up to seven and a half (7.5) paid hours per year to compensate unpaid sick time and/or unpaid family dependent leave as defined by Regional policy. This must be taken in half or full shift increments. These hours do not accumulate year to year and any unused time shall not be paid out.
- (Note: A part-time employee who becomes a regular employee shall be credited with one and one-half (1-1/2) days sick leave for each full month of service credited to him as a regular employee (per clause 12.02) a maximum of nine (9) sick leave credits.)
- 21.10 An employee requiring a medical leave for surgery or to undergo a major medical procedure must submit a medical note to the employer identifying the expected date of the surgery or procedure. The employee must inform the employer in writing if that expected date changes.
- 21.11 Employees shall be permitted to use twenty-two and a half (22.5) hours annually from their accumulated sick leave credits to attend to illness in the immediate family. This provision will only be used in half day (3.75 hours) or full day (7.5 hours) increments. Effective 2024, employees shall be permitted to use thirty-seven and a half (37.5) hours annually from their accumulated sick leave credits to attend to illness in the immediate family and is approved by Service Canada/Canada Employment Insurance Commission. In the event that it is no longer approved, employees shall be permitted to use the maximum amount permitted between the existing twenty-two and a half (22.5) hours up to thirty-seven and a half (37.5) hours annually.

21.12 An employee who exhausts their sick bank while absent due to illness or injury, may use earned vacation time and/or banked statutory holiday time to support a continued paid absence for a personal illness or injury provided that any such time is unscheduled or the employee has cancelled the pre-approved time off. The use of such time must be in compliance with Article 21.01 and 21.04.

## **Article 22 Vacations with Pay**

### **22.01 For Regular Employees**

All regular employees will receive vacation with pay according to the following schedule. The schedule shall be in force for employees of all Homes:

- (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 or more, six (6) weeks plus one (1) day per additional year of service to a maximum of five (5) additional days.

22.02 Vacations may be taken at any time in an unbroken period between January 1<sup>st</sup> and December 31<sup>st</sup> of any year by mutual agreement. Employees will not normally be allowed to take vacation in excess of three (3) weeks duration during the peak vacation period of June 1<sup>st</sup> to September 30<sup>th</sup> but an exception to this practice may be authorized by the Administrator or designate. The Employer's decision in each case shall be final and binding.

- 22.03 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<sup>st</sup> of that same calendar year except that an employee shall become entitled to increased vacation entitlement after January 1<sup>st</sup> in the calendar year in which their eighth (8<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-third (23<sup>rd</sup>), twenty-fourth (24<sup>th</sup>), twenty-fifth (25<sup>th</sup>), twenty-sixth (26<sup>th</sup>), twenty-seventh (27<sup>th</sup>) and twenty-eighth (28<sup>th</sup>) anniversary falls.
- 22.04 Vacations may be carried over from year to year upon approval by the Director of LTC and Services for Seniors. Effective 2024, the Administrator or their designate shall send notice to employees who have outstanding vacation by September 30<sup>th</sup> advising the employee of the time off they must take to satisfy the minimum requirements of the Employment Standards Act. The employee must schedule such minimum time off within two (2) weeks of such notice, otherwise management shall book such time off for them after discussing the available dates with the employee. Any vacation time above the Employment Standards minimums that was not used as of December 31<sup>st</sup> will be paid out no earlier than the first pay period in February of the following year. The employee shall not be permitted to carry the time over to the next calendar year.
- 22.05 An employee who is on leave of absence without pay in excess of three (3) calendar months shall receive a vacation with pay pro-rated to time worked.
- 22.06 For Part-Time Employees**
- (a) four per cent (4%) of earnings up to their second (2<sup>nd</sup>) anniversary
  - (b) six per cent (6%) of earnings from their second (2<sup>nd</sup>) anniversary up to their eighth (8<sup>th</sup>) anniversary
  - (c) eight per cent (8%) of earnings from their eighth (8<sup>th</sup>) anniversary up to their fourteenth (14<sup>th</sup>) anniversary
  - (d) ten per cent (10%) of earnings from their fourteenth (14<sup>th</sup>) anniversary up to their twentieth (20<sup>th</sup>) anniversary
  - (e) twelve per cent (12%) of earnings thereafter from their twentieth (20<sup>th</sup>) anniversary onwards.

- (f) Effective January 1, 2019, fourteen per cent (14%) of earnings thereafter from their twenty-eighth (28<sup>th</sup>) anniversary onwards

22.07 An employee's vacation entitlement will be determined by their last date of hire with the Region.

- (a) Part-time employees shall receive the greater of the following unpaid vacation time: 1) part-time employees with fifteen (15) years of seniority or more shall be permitted to take three (3) weeks' unpaid vacation time which is calculated based on average weekly hours of work from the previous vacation entitlement year or 2) the minimum entitlement provided by the Employment Standards Act, 2000, as may be amended from time to time. Effective 2024, part-time employees will be allotted two (2) additional unpaid vacation days per year to schedule in accordance with the Employer's vacation scheduling process.

22.08 Requests for vacations must be filed by April 1<sup>st</sup> of each year. The particular Home in which the employee works will post the approved vacation schedule on or before May 15<sup>th</sup> in the work area concerned. Subject to the Region's right to maintain a qualified workforce, the choice of vacation days will be granted in order of seniority. It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion. Vacation requests made after April 1<sup>st</sup> will be considered on a first-come first-served basis.

22.09 Once staffing needs for the Homes have been met, additional requests for time off during Christmas holidays shall be granted in the order of seniority.

## **Article 23 Paid Designated Holidays**

23.01 The following holidays are recognized as time off with pay for all employees subject to this Agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
2 <sup>nd</sup> Monday of June	Boxing Day
Canada Day (July 1 <sup>st</sup> )	National Day for Truth and Reconciliation

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

### **Provided:**

- (a) That to be eligible for Designated Holiday pay, an employee must work their full-scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason. If the reason for the absence is medical, the employee must submit a medical physician's certificate to substantiate the absence.
- (b) A part-time employee shall be eligible for paid Designated Holidays if they have worked or been scheduled at least three (3) shifts during the week the Designated Holidays occur.
- (c) All work performed by such employees on such holidays shall be paid at the rate of one and one-half (1-1/2) times their normal rate of pay, except for Christmas Day which shall be paid at two (2) times their normal rate of pay. If an employee is scheduled to work on a statutory holiday and is absent for medical reasons, the employee must submit a medical physician's certificate to substantiate the absence in order to qualify for statutory holiday pay.

- (d) It is understood that the application of premium pay for the holiday shall be paid only for the day on which the holiday is observed and such day shall be the calendar day commencing at 12:01 a.m. (11:30 p.m. shift).
- (e) Employees who work on such holidays will be granted another day off with pay in lieu of such holiday which must be taken in full day increments. 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) days after the holiday.
- (f) All employees shall be required to work on Designated Holidays and/or weekends if such days are within their regularly scheduled shifts. It is agreed that days off in lieu of holidays, as per Clause (e), will be as mutually agreed upon between the Department Head or designate and employee, and whenever possible the lieu day shall be added to the regular days off.
- (g) An employee who is entitled to holiday pay shall not receive sick leave pay to which they may otherwise be entitled.
- (h) When an employee has a scheduled day off to observe their statutory holiday and the employee is subsequently absent and in receipt of WSIB benefits, the individual will be able to reschedule the holiday, provided the employee returns to work within 30 days of the scheduled 'stat' day.

#### **Article 24 Relieving in Other Grades**

- 24.01 When an employee is assigned to relieve in a position of higher rating for a full shift, they shall receive the rate for the position for which they are relieving for the full period of the relief.
- 24.02 When an employee is assigned to relieve in a position of lower rating for any period, they shall maintain their regular rate of pay.

## **Article 25 Wage Schedule and Classifications**

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

25.02 Where the Region introduces a new classification or where the core duties of an existing classification have changed extensively, the parties agree that a job information questionnaire will be completed for the classification, the classification will be evaluated and a rate of pay determined.

## **Article 26 Hours of Work**

### **26.01 For Regular Employees**

- (a) It is understood and agreed that the Homes are a 24-hour per day, 7-day per week continuous operation and services must be maintained on a rotating basis. Therefore, the employees' work week cannot be within a stated period. The Employer will endeavour to schedule every other weekend off for regular employees.
- (b) The regular work week for all regular employees shall be five (5) days of seven and one-half (7-1/2) hours each. Regular days off shall be in groups of two except where mutually agreed to split days off.
- (c) All shifts shall be rotated among the employees on an equitable basis except where mutually agreed for an employee to remain on permanent days, afternoon or night shifts.
- (d) Shift schedule and rotation shall be selected on the basis of seniority.

### **26.02 Regular and Part-Time Employees**

- (a) Every effort shall be made to permit employees at least sixteen (16) hours off duty prior to starting work on a new shift. If an employee is given less than sixteen (16) hours off between shifts, overtime shall be paid for those hours between the time they start work and the end of the sixteenth (16<sup>th</sup>) hour excluding any paid breaks.

For the purposes of call-ins, on-site education and/or on-site training, if an employee is given less than fourteen (14) hours off between shifts, overtime shall be paid for those hours between the time they start work and the end of the fourteenth (14<sup>th</sup>) hour excluding any unpaid breaks.

For the purposes of education and/or training, any changes to the master rotation shall be mutually agreed upon between the Employee and Employer.

Employees who are scheduled to attend education and/or training shall be guaranteed a minimum of four (4) hours of work, which could include a combination of training, education and/or assigned duties. This guarantee will not apply where the training and/or education is re-scheduled at the employee's request or the employee failed to attend previously scheduled training.

- (b) A minimum of three (3) hours pay at one-and-one half times the straight-time rate will be paid to an employee who is called back to work after having left the premises on completion of their regular shift.
- (c) Additional or successive call backs commencing and concluding within the three (3) hour period shall be regarded as part of the original call back.
- (d) 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.
- (e) Any employee directed to report for work who is informed after reporting that no work is available shall be paid four (4) hours pay at their regular straight-time rate.
- (f) An employee shall notify their Administrator or Department Head or designate of their inability to perform their duties due to illness at least two (2) hours before the commencement of their day shift and three (3) hours before the commencement of their afternoon shift and night shift.

- (g) Work schedules shall be posted four (4) weeks in advance of their effective date on the bulletin boards in the area where the employees affected work, although the schedules may be subject to change according to operational requirements.
- (h) Employees who work a full shift of 7.5 hours where there is a change from Daylight Savings to Standard Time or vice versa, will be compensated at the applicable number of hours worked.
- (i) Shift exchanges between employees must be pre-approved by the supervisor. The shift exchange must meet operational needs, not incur any additional cost to the employer, including premium and overtime payments, and the exchange must occur within one pay period.
- (j) An employee who is required by management to perform work outside of the Home will be compensated for time worked in accordance with the Collective Agreement. The employee will be required to log and submit such time to management within twenty-four hours of performing the work.

#### **26.03 Part-Time Employees**

- (a) Owing to the inherent nature of part-time employment and in the absence of a defined work schedule for part-time employees, it is expressly agreed that the scheduling or non-scheduling of shifts for any part-time employee shall be the sole prerogative of the Employer.
- (b) Part-time employees are expected to maintain reasonable availability. Where a part-time employee is not maintaining reasonable availability, the Employer shall advise the employee and the Union of the employee's shortcomings before taking corrective action.

#### **Article 27 Overtime**

27.01 All hours worked by a regular employee in excess of seven and one half (7-1/2) hours per shift shall be paid for at one and one-half (1-1/2) times the normal hourly rate.

- 27.02 Any hours worked by a regular employee during what would normally be the employee's day off (for example regularly scheduled two days off in a week) and the employee has actively worked the entire week in question, shall be paid for at one and one-half (1-1/2) times the normal hourly rate.
- 27.03 Part-time employees shall be paid at one and one-half (1-1/2) times the normal hourly rate for all hours worked in excess of seven and one-half (7-1/2) hours per shift and/or in excess of seventy-five (75) hours in a two (2) week pay period.
- 27.04 Under no circumstances shall hours of work be allowed to pyramid for the purpose of computing overtime and/or premium payments.
- 27.05 Where an employee works in excess of seven and one half (7 ½) hours per shift on a designated holiday, they shall be paid two (2) times (or two and three quarter (2.75) times for Christmas Day) their normal hourly rate for all hours worked in excess of seven and one half (7-1/2).
- 27.06 Part-time employees shall not be scheduled to work more than three (3) consecutive weekends. Any part-time employee required to work a 4<sup>th</sup> weekend shall be paid at one and one half times the straight time rate for all hours worked on the 4<sup>th</sup> and consecutive weekends until they have a scheduled weekend off. This clause shall not be triggered by the acceptance of call-ins nor shall this clause apply to those part-time employees hired or has requested to work primarily weekends.
- 27.07 Overtime will be offered by Home to the most senior employee in the job classification who will incur the least financial cost to the Home and in compliance with employment legislation.

## **Article 28 Shift Premium**

- 28.01 A shift premium of eighty-five (\$.85) cents per hour will be paid to all employees working full shifts other than the day shift. Effective January 1, 2024, a shift premium of one dollar (\$1.00) per hour will be paid to all employees working full shifts other than the day shift.

The day shift is defined as any shift where one half of the shift or more falls between 8:00 a.m. and 4:00 p.m.

28.02 A weekend premium of sixty (\$.60) cents per hour will be paid for the full shift where one half or more of the shift falls between the hours of 2300 hours Friday and 0700 Monday. Effective January 1, 2024, a weekend premium of eighty (\$.80) cents per hour will be paid for the full shift where one half or more of the shift falls between the hours of 2300 hours Friday and 0700 Monday.

28.03 When an employee is called into a shift with less than one (1) hour's notice, the employee will be paid for the entire shift provided they report to work within one (1) hour of the time the call was accepted.

### **Article 29 Rest Periods**

29.01 The Employer grants the privilege of a rest period to all employees of fifteen (15) minutes during the first three and three-quarters (3-3/4) hours of their shift, fifteen (15) minutes rest period during the last three and three-quarters (3-3/4) hours of their shift and one unpaid half-hour lunch break during the first five (5) hours of their shift.

### **Article 30 General**

30.01 The Region shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that a regular employee with three (3) years' service is displaced from 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 week's salary per year of service.

- (d) Should there be any introduction of new equipment, due to technological change when advanced training is necessary, the Region will extend such training to the senior employees in the classification involved, provided they are trainable.

30.02 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 30.01 (a) (b) (c) only.

30.03 Supervisors and employees who are not in the bargaining unit shall not perform duties normally performed by the members of the bargaining unit except in the cases of emergency, instruction, experimentation and when the employees are not available.

30.04 The Collective Agreement will be printed by the Employer within three months of the ratified Collective Agreement being signed by the Union, Regional Chair and Clerk. The format will be agreed upon at the conclusion of each negotiation depending on length of contract.

30.05 The parties agree that staff who report to work during an emergency situation and are assigned duties and/or a work location by management, shall be fully compensated at the rate of pay for their job classification for all hours worked in accordance with the Collective Agreement.

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

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

The parties agree to establish a Joint Return to Work Core Committee consisting of the President of the Local or their designate and a Human Resources representative, who will serve as Co-chairpersons. The Committee may be augmented by, but not limited to, the manager from the employee's work location and the employee. The Human Resources representative will serve as the Committee's liaison with the treating physician, rehabilitation specialists, etc.

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

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

30.07 Staff may elect to conduct mandatory training available online outside of regular hours of work to be paid out at the Employee's regular rate of pay.

30.08 The Employer agrees to meet with the Union prior to the implementation of any new time keeping system to review the changes and discuss the implementation timeline.

30.09 The Employer will provide the Union President a mailing list of home addresses, telephone numbers, classification, work location and employment status of all current members. This list will be provided electronically twice a year, on or around the end of November and May, provided it remains legally permissible to do so. The list will be generated from the information the Employer has on file at the time and the Employer will not be held liable for the accuracy of the list, nor for the use of the information by the Union. The Union will maintain the privacy of these lists and shall indemnify and hold harmless the Employer for any such breach of privacy.

### **Article 31 Duration and Automatic Renewal**

31.01 This Agreement shall be deemed to have come into effect on the 1st day of April, 2021 and shall remain and continue in force until March 31, 2025 and shall remain in effect from year to year thereafter unless notice of intention to revise or terminate the Agreement is given by either party within ninety (90) days before the expiry date of this Agreement. The proposals for changes in this Agreement shall be delivered to The Regional Municipality of Durham not more than ninety (90) days nor less than thirty (30) days before the expiry date of this Agreement.

In Witness Whereof This Agreement has been executed for the Union by its proper officers, duly authorized for that purpose, and The Regional Municipality of Durham has caused to be affixed hereunto its corporate seal attested by the hands of the Chairman and the Clerk.

Dated at Whitby, Ontario this 11<sup>th</sup> day of March, 2024.

On Behalf of the Regional  
Municipality of Durham

On Behalf of the Canadian Union of  
Public Employees and its Local 132

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Regional Clerk

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President, Local 132

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Regional Chair

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Vice President, Local 132

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National Representative, CUPE

## Schedule "A"

**April 1, 2021**

	Start Rate	6 Month Rate	Job Rate
Adjuvant	\$27.41	\$27.96	\$28.51
Assistant Chef	\$27.41	\$27.96	\$28.51
Food Service Aide	\$24.53	\$25.08	\$25.63
Personal Support Worker (Cert)	\$27.41	\$27.96	\$28.51
Housekeeping Aide	\$24.53	\$25.08	\$25.63
Maintenance Worker 1	\$25.74	\$26.29	\$26.84
Maintenance Worker 2	\$33.68	\$34.23	\$34.78
Mechanical Maintenance Worker	\$27.41	\$27.96	\$28.51
Recreation Programmer	\$27.41	\$27.96	\$28.51
Registered Practical Nurse	\$33.68	\$34.23	\$34.78
Rai Coordinator	\$33.68	\$34.23	\$34.78
Second Cook	\$27.41	\$27.96	\$28.51
Utility Aide	\$24.53	\$25.08	\$25.63

\*\* Six-month rate for part-time employees to be paid at the completion of 975 hours worked. Job rate for part-time employees to be paid at the completion of 1725 hours worked.

1. Starting rates to be one dollar ten cents (\$1.10) per hour less than the job rate. The six (6) month rate to be fifty-five (55) cents per hour less than the job rate. The six (6) month rate to be reached at six (6) month of service or for part-time employees the completion of 975 hours. The job rate to be reached at one (1) year of service or for part-time employees the completion of 1725 hours.
2. Lead Hand premium to be fifty (50) cents per hour.
3. Personal Support Workers who do not hold a Personal Support Worker certificate which is recognized by the Government of Ontario will receive fifteen (15) cents per hour less than the rate for the Classification.
4. The Region may hire students who will be subject to the same articles of the collective agreement that apply to temporary part-time employees as outlined in Article 2.05, except that students shall be scheduled less bi-weekly hours than the least senior and available part-time employee in their department. Students will be paid at 80% of the start rate of the job classification in which they are working.
5. Students may work from May 1<sup>st</sup> to the end of Labour Day weekend, inclusive, and December 1<sup>st</sup> to January 7<sup>th</sup>, inclusive.

6. Food Service Aides who: 1) hold a Food Service Worker Certificate; 2) were hired by the Region before January 1<sup>st</sup>, 2013, and were not legislatively required to obtain a Food Service Worker Certificate; or 3) hold a more advanced post-secondary degree/diploma in a related field, will receive fifteen (15) cents more per hour than the rate for the Classification.

**April 1, 2022**

	<b>Start Rate</b>	<b>6 Month Rate</b>	<b>Job Rate</b>
Adjuvant	\$28.05	\$28.60	\$29.15
Assistant Chef	\$28.05	\$28.60	\$29.15
Food Service Aide	\$25.11	\$25.66	\$26.21
Personal Support Worker (Cert)	\$28.05	\$28.60	\$29.15
Housekeeping Aide	\$25.11	\$25.66	\$26.21
Maintenance Worker 1	\$26.34	\$26.89	\$27.44
Maintenance Worker 2	\$34.46	\$35.01	\$35.56
Mechanical Maintenance Worker	\$28.05	\$28.60	\$29.15
Recreation Programmer	\$28.05	\$28.60	\$29.15
Registered Practical Nurse	\$34.46	\$35.01	\$35.56
Rai Coordinator	\$34.46	\$35.01	\$35.56
Second Cook	\$28.05	\$28.60	\$29.15
Utility Aide	\$25.11	\$25.66	\$26.21

\*\* Six-month rate for part-time employees to be paid at the completion of 975 hours worked. Job rate for part-time employees to be paid at the completion of 1725 hours worked.

1. Starting rates to be one dollar ten cents (\$1.10) per hour less than the job rate. The six (6) month rate to be fifty-five (55) cents per hour less than the job rate. The six (6) month rate to be reached at six (6) month of service or for part-time employees the completion of 975 hours. The job rate to be reached at one (1) year of service or for part-time employees the completion of 1725 hours.
2. Lead Hand premium to be fifty (50) cents per hour.
3. Personal Support Workers who do not hold a Personal Support Worker certificate which is recognized by the Government of Ontario will receive fifteen (15) cents per hour less than the rate for the Classification.
4. The Region may hire students who will be subject to the same articles of the collective agreement that apply to temporary part-time employees as outlined in Article 2.05, except that students shall be scheduled less bi-weekly hours than the least senior and available part-time employee in their department. Students will be paid at 80% of the start rate of the job classification in which they are working or as required by the Employment Standards Act, 2000.
5. Students may work from May 1<sup>st</sup> to the end of Labour Day weekend, inclusive, and December 1<sup>st</sup> to January 7<sup>th</sup>, inclusive.

6. Food Service Aides who: 1) hold a Food Service Worker Certificate; 2) were hired by the Region before January 1<sup>st</sup>, 2013, and were not legislatively required to obtain a Food Service Worker Certificate; or 3) hold a more advanced post-secondary degree/diploma in a related field, will receive fifteen (15) cents more per hour than the rate for the Classification.

**April 1, 2023**

	<b>Start Rate</b>	<b>6 Month Rate</b>	<b>Job Rate</b>
Adjuvant	\$29.00	\$29.55	\$30.10
Assistant Chef	\$29.00	\$29.55	\$30.10
Food Service Aide	\$25.96	\$26.51	\$27.06
Personal Support Worker (Cert)	\$29.00	\$29.55	\$30.10
Housekeeping Aide	\$25.96	\$26.51	\$27.06
Maintenance Worker 1	\$27.23	\$27.78	\$28.33
Maintenance Worker 2	\$35.62	\$36.17	\$36.72
Mechanical Maintenance Worker	\$29.00	\$29.55	\$30.10
Recreation Programmer	\$29.00	\$29.55	\$30.10
Registered Practical Nurse	\$35.62	\$36.17	\$36.72
Rai Coordinator	\$35.62	\$36.17	\$36.72
Second Cook	\$29.00	\$29.55	\$30.10
Utility Aide	\$25.96	\$26.51	\$27.06

\*\* Six month rate for part-time employees to be paid at the completion of 975 hours worked. Job rate for part-time employees to be paid at the completion of 1725 hours worked.

1. Starting rates to be one dollar ten cents (\$1.10) per hour less than the job rate. The six (6) month rate to be fifty-five (55) cents per hour less than the job rate. The six (6) month rate to be reached at six (6) month of service or for part-time employees the completion of 975 hours. The job rate to be reached at one (1) year of service or for part-time employees the completion of 1725 hours.
2. Lead Hand premium to be fifty (50) cents per hour.
3. Personal Support Workers who do not hold a Personal Support Worker certificate which is recognized by the Government of Ontario will receive fifteen (15) cents per hour less than the rate for the Classification.
4. The Region may hire students who will be subject to the same articles of the collective agreement that apply to temporary part-time employees as outlined in Article 2.05, except that students shall be scheduled less bi-weekly hours than the least senior and available part-time employee in their department. Students will be paid at 80% of the start rate of the job classification in which they are working or as required by the Employment Standards Act, 2000.

5. Students may work from May 1<sup>st</sup> to the end of Labour Day weekend, inclusive, and December 1<sup>st</sup> to January 7<sup>th</sup>, inclusive.
6. Food Service Aides who: 1) hold a Food Service Worker Certificate; 2) were hired by the Region before January 1<sup>st</sup>, 2013, and were not legislatively required to obtain a Food Service Worker Certificate; or 3) hold a more advanced post-secondary degree/diploma in a related field, will receive fifteen (15) cents more per hour than the rate for the Classification.

**April 1, 2024**

	<b>Start Rate</b>	<b>6 Month Rate</b>	<b>Job Rate</b>
Adjuvant	\$30.05	\$30.60	\$31.15
Assistant Chef	\$30.05	\$30.60	\$31.15
Food Service Aide	\$26.91	\$27.46	\$28.01
Personal Support Worker (Cert)	\$30.05	\$30.60	\$31.15
Housekeeping Aide	\$26.91	\$27.46	\$28.01
Maintenance Worker 1	\$28.22	\$28.77	\$29.32
Maintenance Worker 2	\$36.91	\$37.46	\$38.01
Mechanical Maintenance Worker	\$30.05	\$30.60	\$31.15
Recreation Programmer	\$30.05	\$30.60	\$31.15
Registered Practical Nurse	\$36.91	\$37.46	\$38.01
Rai Coordinator	\$36.91	\$37.46	\$38.01
Second Cook	\$30.05	\$30.60	\$31.15
Utility Aide	\$26.91	\$27.46	\$28.01

\*\* Six-month rate for part-time employees to be paid at the completion of 975 hours worked. Job rate for part-time employees to be paid at the completion of 1725 hours worked.

1. Starting rates to be one dollar ten cents (\$1.10) per hour less than the job rate. The six (6) month rate to be fifty-five (55) cents per hour less than the job rate. The six (6) month rate to be reached at six (6) month of service or for part-time employees the completion of 975 hours. The job rate to be reached at one (1) year of service or for part-time employees the completion of 1725 hours.
2. Lead Hand premium to be fifty (50) cents per hour.
3. Personal Support Workers who do not hold a Personal Support Worker certificate which is recognized by the Government of Ontario will receive fifteen (15) cents per hour less than the rate for the Classification.

4. The Region may hire students who will be subject to the same articles of the collective agreement that apply to temporary part-time employees as outlined in Article 2.05, except that students shall be scheduled less bi-weekly hours than the least senior and available part-time employee in their department. Students will be paid at 80% of the start rate of the job classification in which they are working or as required by the Employment Standards Act, 2000.
5. Students may work from May 1<sup>st</sup> to the end of Labour Day weekend, inclusive, and December 1<sup>st</sup> to January 7<sup>th</sup>, inclusive.
6. Food Service Aides who: 1) hold a Food Service Worker Certificate; 2) were hired by the Region before January 1<sup>st</sup>, 2013, and were not legislatively required to obtain a Food Service Worker Certificate; or 3) hold a more advanced post-secondary degree/diploma in a related field, will receive fifteen (15) cents more per hour than the rate for the Classification.

**Memorandum of Agreement  
Between  
The Regional Municipality of Durham  
And  
Canadian Union of Public Employees  
And Its Local 132**

**Re: Vice Presidents Day Shifts**

At the request of the union, the Region will schedule the Local President and Vice-Presidents, to a total maximum of two persons per Home, to work on a steady day shift, Monday to Friday.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

Tera Engley

Canadian Union of Public  
Employees, Local 132

Helen Gibb-Gavel

Canadian Union of Public  
Employees

**Memorandum of Agreement**  
**Between**  
**The Regional Municipality of Durham**  
**And**  
**Canadian Union of Public Employees**  
**And Its Local 132**

**Re: Job Competitions**

1. Subject to the Collective Agreement, promotions or changes in classifications will be based on seniority.
2. Where the most senior applicant is within the classification where the vacancy resides, the position shall be awarded to them. However when the most senior applicant belongs to a different job classification, they will be required to undergo a competition process to demonstrate they have the requisite skill, ability, experience and qualifications to be deemed successful.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

Tera Engley

Canadian Union of Public  
Employees, Local 132

Helen Gibb-Gavel

Canadian Union of Public  
Employees

**Memorandum of Agreement**  
**Between**  
**The Regional Municipality of Durham**  
**And**  
**Canadian Union of Public Employees**  
**And Its Local 132**

**Re: Monday to Friday Lines**

1. The parties agree that one employee per department and in the case of the nursing department, one employee per job classification, will be placed on a Monday to Friday line if they have: 1) thirty (30) or more years of seniority; and 2) expressed interest in the line in accordance with the process set out in the June 18, 2013 Letter of Understanding. For the purpose of clarity, Monday to Friday line includes day, evening and night shifts.
2. The parties agree that paragraphs 2 to 9 set out in the June 18, 2013 Letter of Understanding shall apply to these lines.
3. The parties agree that this arrangement will expire on March 31, 2025 and the Employer is under no obligation to continue the arrangement thereafter.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

Tera Engley

Canadian Union of Public  
Employees, Local 132

Helen Gibb-Gavel

Canadian Union of Public  
Employees

**Letter of Understanding  
Between  
The Regional Municipality of Durham  
And  
Canadian Union of Public Employees  
And Its Local 132**

**Re: Article 14**

The parties agree to hold Article 14.01, 14.02 and 14.05 in the Collective Agreement in abeyance for the duration of the Collective Agreement and upon ratification of the Agreement by both parties or an Award, the parties shall implement the following Letter of Understanding which will amend Article 14 for the term of the Collective Agreement as follows:

Amend Article 14.01

- a) When a permanent vacancy exists or a new position is created and prior to posting a Division wide or external vacancy for a permanent full-time or part-time position, the Home will post an expression of interest within the Home where the vacancy arose for a period of seven (7) calendar days. To be eligible to apply, the employee must work in the same Home, same job classification, and same job status (for example full-time or part-time) as set out in the expression of interest. The position will be offered to the eligible applicant with the most seniority. If the vacancy is filled as a result of the expression of interest, the Home will post one more expression of interest for the resulting vacancy using the process noted herein and the resulting vacancy from this second expression of interest shall be posted pursuant to Article 14.01(b).
- b) Once the expression of interest processes outlined in Article 14.01(a) is exhausted, the resulting vacancy will be posted for a period of seven (7) calendar days Division wide and all employees may apply subject to the limitations in Articles 14.02 and 14.05. If there are no internal applicants in the Division that have the necessary skill, ability, experience and qualifications required of the position, the Employer will consider external applicants.

- c) The Employer will post an expression of interest process for a period of seven (7) calendar days for any temporary full-time vacancies expected to last in excess of five (5) months, where less than two (2) months' notice of the vacancy is provided to the Employer, or three (3) months where two (2) or more months' notice of the vacancy is provided to the Employer. Both full-time and part-time employees in the same Home and in the same job classification are eligible to apply. The eligible applicant with the greatest seniority shall be awarded the position. If a full-time employee is the successful candidate to this first expression of interest process, the Employer will run a second expression of interest process for the resulting temporary vacancy available only to part-time employees within the Home and job classification. The eligible part-time employee with the most seniority will be offered the job. If a part-time employee is successful to the first expression of interest process, the Employer will not run a second expression of interest process and the anticipated hours arising from the part-time temporary vacancy will be distributed amongst existing part-time employees.
- d) It is the responsibility of each employee to ensure that their application to the job posting and/or expression of interest is received for consideration before the posting period is completed. It is agreed that the employer shall not be held responsible for applications that are not received on time.

Amend Article 14.02

- a) Subject to Article 14.01(a), promotions or changes in classification will be based on seniority, provided the most senior applicant has the requisite skill, ability, experience and qualifications for the position and their Corporate Human Resources file contains no discipline equal to a five (5) shift suspension or more.

However, where the most senior applicant is within the classification where the vacancy resides, Article 14.02(b) applies.

- b) Division wide transfers of employees within a classification will be made based on the most senior applicant able to meet the requirements of the job posting provided the Human Resources Corporate file contains no discipline equal to a five (5) shift suspension or more.

Full-time and part-time employees in the same classification shall be considered in the same classification for the purposes of this clause.

- c) In the event an employee has discipline for resident abuse equal to a five (5) shift suspension or more, such employee will be eligible for a promotion or transfer, pursuant to Articles 14.01(a) and (b) above, provided they have remained discipline free for twenty-four (24) months of active employment from the date the discipline is issued. It is understood that despite this exception, the discipline for resident abuse shall remain on their file indefinitely on accordance with Article 8.10.

Amend Article 14.05

An employee who is the successful applicant to a job posting or expression of interest is not permitted to apply to any subsequent job postings, expression of interest or Division transfers in the same classification for a period of four (4) calendar months from the effective/start date of the appointment. This does not restrict a part-time employee from applying to a full-time position or a full-time employee from applying to a part-time position.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

Tera Engley

Canadian Union of Public  
Employees, Local 132

Helen Gibb-Gavel

Canadian Union of Public  
Employees

**Letter of Understanding**  
**Between**  
**The Regional Municipality of Durham**  
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**Canadian Union of Public Employees**  
**And Its Local 132**

**Re: Article 22.08**

Effective the 2025 calendar year, the following process will replace the existing Article 22.08:

- (a) Employees shall receive an email notice to their regional email address on October 1<sup>st</sup> identifying that the vacation bidding period is open for the period of January 1<sup>st</sup> to May 31<sup>st</sup> of the subsequent year. Employees shall submit their vacation requests, based on their vacation entitlements, by no later than October 15<sup>th</sup>. Such requests will be approved by seniority, subject to the Region's right to maintain a qualified workforce, by no later than October 22<sup>nd</sup>.
- (b) From October 22<sup>nd</sup> to October 31<sup>st</sup>, employees will have a second opportunity to submit additional vacation requests for the same period of January 1<sup>st</sup> to May 31<sup>st</sup> of the subsequent year, if any of their vacation time remains unscheduled, based on availability after the initial approvals. All such additional vacation requests will be approved by seniority, subject to the Region's right to maintain a qualified workforce, by no later than November 15<sup>th</sup>.
- (c) All vacation requests submitted after October 31<sup>st</sup> for the first half of the year will be on a first come, first serve basis.
- (d) Employees shall receive an email notice to their regional email address on March 1<sup>st</sup> identifying that the vacation bidding period is open for the period of June 1<sup>st</sup> to December 31<sup>st</sup> of the current year. Employees shall submit their vacation requests, based on their vacation entitlements, by no later than March 15<sup>th</sup>. Such requests will be approved by seniority, subject to the Region's right to maintain a qualified workforce, by no later than March 22<sup>nd</sup>.

- (e) From March 22<sup>nd</sup> to March 31<sup>st</sup>, employees will have a second opportunity to submit additional vacation requests for the same period of June 1<sup>st</sup> to December 31<sup>st</sup> of the current year, if any of their vacation time remains unscheduled, based on availability after the initial approvals. All such additional vacation requests will be approved by seniority, subject to the Region's right to maintain a qualified workforce, by no later than April 15<sup>th</sup>.
- (f) All vacation requests submitted after March 31<sup>st</sup> for vacation requests for the second half of the year will be on a first come, first serve basis.
- (g) It is understood that the Employer will solely determine the method in which such requests are submitted.
- (h) It is also understood that it is the Employee's responsibility to cancel approved vacation in the event their vacation entitlement changes during the course of the calendar year and that the Employer reserves the right to cancel such vacation where it is determined that the employee has scheduled more vacation than they are entitled to in the calendar year. Prior to cancelling such vacation, the Employer shall advise the Employee of the number of days to be cancelled and provide the Employee with the opportunity to select which scheduled vacation dates to be cancelled.
- (i) Prior to October 1, 2025, the parties shall mutually determine whether this process shall be extended and/or amended.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

Tera Engley

Canadian Union of Public  
Employees, Local 132

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**Letter of Understanding**  
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**And Its Local 132**

**Re: Shortage of Pay**

1. In the event the Employer is responsible for a payroll error, brought to the attention of the Employer in writing, that has resulted in the Employee being short \$200.00 or more of their regular rate of pay, the Employer will request an off-cycle direct deposit to compensate the Employee if it can be done prior to the next pay cycle.
2. It is understood that submitting time after a payroll cut off is not deemed an Employer error and will not generate a request for an off-cycle direct deposit.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

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Canadian Union of Public  
Employees, Local 132

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**And Its Local 132**

**Re: Job Evaluation and Pay Equity**

During the 2024 calendar year, the parties shall meet to discuss joint Pay Equity maintenance and job evaluation. The Union shall provide an agenda of items to discuss no less than 90 calendar days before the scheduled meeting.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

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Canadian Union of Public  
Employees, Local 132

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**And Its Local 132**

**Re: Workforce**

1. The parties agree to include Workforce as a standing item on the Labour Management agenda on the understanding that the ultimate decision regarding the administration of the timekeeping software/systems rests with the Employer.
2. Discussion items will include but not limited to:
  - a) Whether workforce can be configured so that a shift will not be deemed confirmed until the decision is final;
  - b) Whether workforce can be configured to advise employees of what pass a shift offered to them is on;
  - c) Providing further education to members on the different passes and workforce rules including developing a FAQ accessible to members;
  - d) Ensuring members have access to the payroll cut off dates; and
  - e) If workforce can be configured so that a shift will not be deemed confirmed until the decision is final, then the Employer will explore whether workforce can be configured to provide 24 hour response time for long notice shifts.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

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Canadian Union of Public  
Employees, Local 132

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**Re: Part-Time to Full-Time Conversion**

Whereas the parties have a mutual desire to increase the ratio of full-time to part-time PSWs within the bargaining unit in accordance with operational needs and budgetary constraints;

Whereas it is understood that the PSW night shifts shall not be included in the conversion process and scheduling approved accommodation requests pursuant to the Ontario Human Rights Code will continue to be given priority over the scheduling and conversion process noted herein;

Now therefore the parties agree as follows:

1. Effective the first schedule period in 2025, the Employer will increase the ratio of full-time to part-time employees across the entire bargaining unit. A minimum of additional 60 full-time PSW positions in the bargaining unit will create (with a reciprocal decrease in part-time positions). These new full-time positions will be offered to interested and eligible part-time employees on the following conditions:
  - a) It is understood that the master schedule will need to be revised to support the transition.
  - b) All part-time PSWs after the conversion will be assigned a line that consists of every other weekend and, on occasion, three (3) out of four (4) weekends (in accordance with Article 27.06). The additional weekends (for example 3 out of 4) will be scheduled by seniority, first utilizing the list of PSWs who have declared themselves available for additional weekends (pursuant to paragraph 1(c) below), and then by reverse seniority.

- c) Part-time PSWs shall declare their reasonable availability to the Region every six (6) months, which includes a minimum of two (2) weekdays per week and whether they wish to be scheduled more than one (1) out of every two (2) weekends. The provision of reasonable availability is in accordance with Article 26.03(b).
- d) Part-time PSWs shall be offered call-ins regardless of their stated availability, initially at their own Home. If the call-in process has been exhausted at the Home, the Employer may offer call-ins by seniority across all four Homes. It is understood that the Home will be identified in the call-out. Such call-in shall remain voluntary and in accordance with Article 27.07.
- e) It is understood that the following revision will be required to the Collective Agreement to enable conversion:
  - 2. Amend Article 26.01(b):

The regular work week for all regular employees shall be five (5) days of seven and one-half (7-1/2) hours each. Regular days off shall be in groups of two except where mutually agreed to split days. In the case of PSWs, and any other job classification that is subject to a part-time to full-time conversion process, regular weekdays off shall be split days off except where the parties mutually agree to groups of two (2) weekdays off. Such requests will only be approved where operationally feasible and will not be unreasonably denied.
  - 3. No later than June 1, 2024, the Employer shall post the revised master PSW schedule per Home. Between June 1, 2024 to June 30, 2024, existing full-time PSWs in the Home shall bid for a line assignment in order of seniority through Workforce. Once the full-time selection is complete, the remaining full-time lines will be posted for any full-time PSWs who wish to be reassigned to a new unit, line or Home. This posting will be open from June 30, 2024 to July 31, 2024. It is understood that the provisions of clause 14.05 do not apply.

4. Any part-time PSW who would like to convert to full-time status shall submit an expression of interest to the Employer, via Workforce, by no later than July 31, 2024. The Employer shall advise any such employee if they are eligible to convert by no later than August 11, 2024. The most senior part-time PSWs shall be awarded the status change to the Home of their choosing, based on seniority, provided they are not precluded from doing so pursuant to Article 14.02.
5. Between August 14, 2024 to September 7, 2024, the eligible part-time PSW shall be afforded an opportunity to select their full-time line in the Home of their choosing from the choice of full-time lines available, in order of seniority.
6. After the conversion process is complete, the Region will post the remaining part-time PSW lines available (for example standard shift/unit every other weekend) across all four (4) Homes. The part-time PSWs will elect their line, using Workforce, across all four (4) Homes in order of seniority between September 7, 2024 and September 30, 2024. If there are more part-time PSWs than there are part-time lines, those PSWs will remain at their designated Home and be assigned shifts based on their declared availability.
7. The Region and Union will meet in June 2025 to review the conversion and part-time scheduling process and consider any changes required to improve the process. The parties will also discuss and agree on the process for converting other part-time job-classifications into full-time positions. The parties may, by mutual agreement, meet earlier to discuss any concerns that may arise regarding the scheduling process.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

Tera Engley

Canadian Union of Public  
Employees, Local 132

Helen Gibb-Gavel

Canadian Union of Public  
Employees

**Letter of Understanding**  
**Between**  
**The Regional Municipality of Durham**  
**And**  
**Canadian Union of Public Employees**  
**And Its Local 132**

**Re: Preceptor Nursing Premium**

A Preceptor Premium of eighty cents (\$0.80) per hour will be paid for all hours that a nursing employee has been assigned preceptor duties for nursing students. An employee must agree to be a student preceptor prior to the employer assigning the student.

For clarity, it is understood that the Preceptor's role is to use leadership skills and instruction skills to facilitate the student in obtaining valuable learning experience(s) and in providing constructive feedback about the students' performance.

It is understood that this premium is subject to the continuation of the PREP funding from the Ministry of Long-Term Care and this premium and Letter of Understanding shall expire if/when that funding terminates. The Employer will provide the Union with 90 days notice in advance of the cessation of this premium to discuss preceptorship moving forward.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

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**Re: Gender Neutral Language**

Prior to printing the collective agreement, the parties agree to replace gender specific pronouns with gender neutral pronouns in the collective agreement as housekeeping only. In so doing, it is not the intention of either party to change the meaning or intent of the predecessor language.

Dated at Whitby, Ontario, this 11<sup>th</sup> day of March, 2024.

Kelly McDermott

Regional Municipality of  
Durham

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Employees, Local 132

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