

MEMORANDUM OF AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 132

(the "Union")

WHEREAS the parties have met to negotiate a renewal of the collective agreement between the parties which expired on March 31, 2025 ("Expired Collective Agreement");

AND WHEREAS the parties wish to resolve all outstanding issues as it relates to negotiations between the parties;

NOW THEREFORE the parties agree as follows:

1. The parties agree that the collective agreement shall be renewed for a period of three (3) years from April 1, 2025 to March 31, 2028 ("New Collective Agreement") and shall include the amendments set out in the executed agreed to items attached hereto as Tabs 1, 2, 3 and 4. All other terms of the Expired Collective Agreement not expressly amended in accordance with the Memorandum of Agreement, and attachments hereto, shall be incorporated into the New Collective Agreement.
2. All adjustments to compensation are prospective in nature, unless expressly provided for in this Memorandum of Agreement and attachments hereto.

3. Retroactivity for wages and changes in wage rates shall be paid no later than ninety (90) days after the Agreement is ratified by both parties. Retroactive wages will be based upon all hours paid from April 1, 2025.
4. Employees who have resigned and retired without full and final release since April 1, 2025 are entitled to payment of the general wage increase only for the period of April 1, 2025 to the date of termination/cessation of employment on the following basis:
 - a. Within forty-five (45) days after the date of ratification by both parties, the Region will contact send a communication to such employees using the last known address or email address on file. Such employees will have thirty (30) days from the date on which the letter was sent to claim the retroactive pay but not thereafter.
5. The Employer will circulate a general memorandum to all staff noting when the retroactive payments arising from the Collective Agreement settlement will occur and what is eligible to be included in the calculation.
6. Any proposals not specifically referenced in this Memorandum of Agreement, and attachments hereto, shall be withdrawn/abandoned save and except notices in writing not expressly withdrawn.
7. Any errors or omissions in this Memorandum of Agreement or attachments hereto shall be mutually resolved by the parties.
8. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum of Agreement and attachments hereto to their respective principals.

TAB 1

IN THE MATTER OF NEGOTIATIONS

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 132

(the "Union")

On July 4, 2025, the parties have agreed to the following amendments to the Collective Agreement:

1. Introduce Article 4.06 as follows:

The Employer will give a member of the Union Executive or Steward, 15 minutes to meet with all of the new members participating during the Home's orientation. If there is no Union representative on site or not available during the orientation, the Employer will provide the member/s with a Union information package prepared by the Union.

2. Amend Article 8.02, as indicated in bold and italics, as follows:

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.

If the parties reach a mutually satisfactory resolution to a grievance at any step, it shall be captured in writing.

3. **Amend Article 11.01 as indicated in bold, italics and strikethrough, as follows:**

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than ~~seven (7)~~ **8 eight** 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.

4. **Delete Articles 14.01(a), (b), and (d), and 14.02 and replace with the following (bold and italicized where it is different than the LOU):**

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.
- [...]
- 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.

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.

5. **Amend Article 17.01 as indicated in bold, italics and strikethrough, as follows:**

The Employer may grant leave of absence, for personal reasons and educational leaves, of up to ~~nine (9)~~ **twelve (12)** 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.

6. **Amend Article 17.04 as indicated in bold, italics and strikethrough, as follows:**

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 **parent, step-parent, parent-in-law**, grandchild, **sibling, step sibling, step-child** up to five (5) consecutive days.
- (c) An employee's **grandparent, sibling-in-law, child-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.

7. Amend Article 20.07, as indicated in bold and italics, as follows:

Employees over the age of 65 shall be excluded from Articles 20.01(a), 20.01(c) and 20.01(e). ~~Effective January 1st, 2016,~~ **However**, 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 **in lieu of Article 20.01(a)**.

8. Delete LOU re Article 22.08 and delete Article 22.08 and replace with the following (bold and italicized where it is different than the LOU):

- a) Employees shall receive an email notice to their regional email address ~~on~~ **no later than** October 1st identifying that the vacation bidding period is open for the ~~pay period of January 1st to May 31st~~ **after January 1st to the pay period that includes June 1st** of the subsequent year. Employees shall submit their vacation requests, based on their vacation entitlements, by no later than October 15th. Such requests will be approved by seniority, subject to the Region's right to maintain a qualified workforce, by no later than October ~~22nd-29th~~.
- b) From October ~~22nd 29th~~ to October 31st **November 5th**, employees will have a second opportunity to submit additional vacation requests for the same period of ~~January 1st to May 31st~~ **the pay period after January 1st to the pay period that includes June 1st** 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 15th
- c) All vacation requests submitted after ~~October 31st~~ **November 5th** 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~~ **no later than** March 1st identifying that the vacation bidding period is open for the period of ~~June 1st to December 31st~~ **the pay period after June 1st to the pay period that includes January 1st** of the **following** year. Employees shall submit their vacation requests, based on their vacation entitlements, by no later than March 15th. Such requests will be approved by seniority, subject to the Region's right to maintain a qualified workforce, by no later than March ~~22nd-29th~~.
- e) From March ~~22nd 29th~~ to March 31st **April 5th**, employees will have a second opportunity to submit additional vacation requests for the same period of ~~June 1st to December 31st~~ **the pay period after June 1st to the pay period that includes January 1st** of the **following** 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 15th.

- f) All vacation requests submitted after **April 5th** ~~March 31st~~ 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.

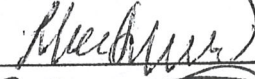
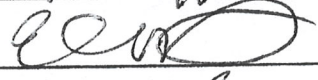
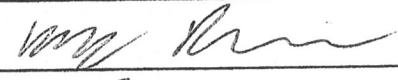
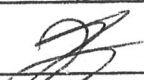
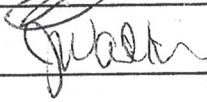
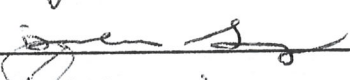
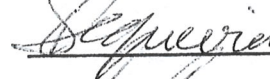
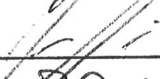
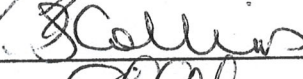


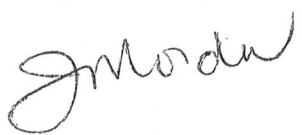
9. Introduce AI LOU as follows:

The Employer agrees to consult with the Union before introducing any AI technology which, in the opinion of the Employer, could substantively change the nature of the bargaining unit work.



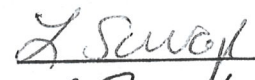


- 10. Renew LOU re Gender Neutral Language.
- 11. Renew LOU re Job Competitions.
- 12. Renew LOU re Preceptor Nursing Premium.
- 13. Renew MOA re Vice Presidents Day Shifts.
- 14. Renew MOA re Workforce

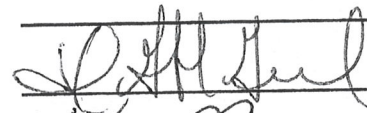
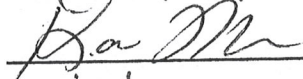
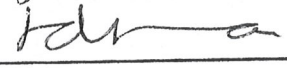
The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF on July 4, 2025.

For the Regional Municipality
of Durham

For CUPE, Local 132

TAB 2

IN THE MATTER OF NEGOTIATIONS

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 132

(the "Union")

On August 6, 2025, the parties have agreed to the following amendments to the Collective Agreement:

1. Amend Article 14.03, as indicated in bold and italics, as follows:

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

2. Introduce Article 14.05(b), as indicated in bold and italics, as follows:

Any part time employee that is successful to a permanent part time position will not be restricted from applying to a temporary full-time position

3. Amend Article 17.05(a), as indicated in bold and italics, as follows:

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.~~ ***A pregnant employee is entitled to pregnancy leave provided the employee commenced employment at least thirteen (13) weeks 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.~~ ***The Employer will continue to pay its share of the premiums for the 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.

4. Amend Article 17.06(a), as indicated in bold and italics, as follows:

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.~~ ***A new parent is entitled to parental leave provided the employee commenced employment at least thirteen (13) weeks prior to the expected date of birth. 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.***

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. ***In the event the employee must stop work because the child comes into their custody, care and control sooner than expected, the employee shall, within 2 weeks of stopping work, provide the employer with written notice of the date the parental leave began.***

~~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.~~ ***The Employer will continue to pay its share of the premiums for the 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.

5. Amend Article 20.03, as indicated in bold and italics, as follows:

The Employer will maintain all current pension plans. Regular full-time employees, except as noted below, must participate in **the** Ontario Municipal Employees Retirement System ("O.M.E.R.S.") **pension plan**. 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 **O.M.E.R.S. monthly retirement** 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. **monthly** pension and **elect not to enroll** in O.M.E.R.S. while an employee of the Region.

Employees who work **on an** 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.

6. Amend Article 20.04, as indicated in bold and italics, as follows:

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. **reviewed and adjudicated by the insurance company that is appointed as the plan administrator in accordance with the terms of the plan policy**

7. Amend Article 22.02, as indicated in bold and italics, as follows:

Vacations may be taken at any time in an unbroken period between January 1 and December 31 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 1st to **Labour Day** ~~September 30th~~. An exception to **these** practices may be authorized

by the Administrator or designate. The Employer's decision in each case shall be final and binding.

8. Amend Article 26.01(b), as indicated in bold and italics, as follows

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.~~

9. Renew LOU re Shortage of Pay.

10. Renew MOA re Monday to Friday Line

11. Renew LOU re Workforce: The Employer does agree to meet with Union before end of the 2025 calendar year to discuss Workforce issues provided the Union submits an agenda at least a week in advance of the scheduled meeting.

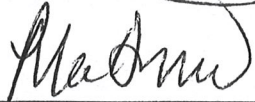
12. Delete LOU re Part-Time to Full-Time Conversion


The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF on August 6, 2025.

For the Regional Municipality
of Durham

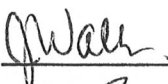
For CUPE, Local 132

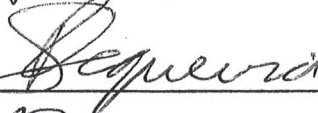


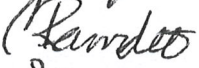

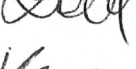



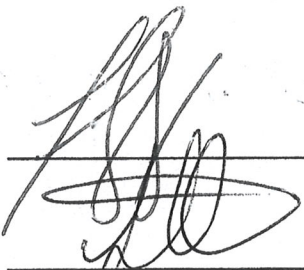


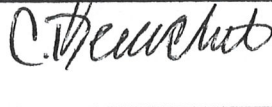


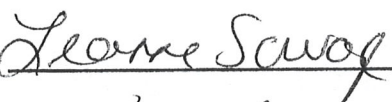




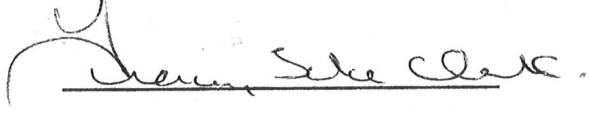





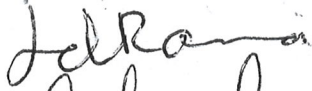











TAB 3

IN THE MATTER OF NEGOTIATIONS

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 132

(the "Union")

On August 12, 2025, the parties have agreed to the following amendments to the Collective Agreement:

1. Amend Article 8.09, as indicated in bold and italics, as follows:

At any meeting during which an employee is to receive a ***verbal***, 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. ***The Employer will not conduct a meeting for any verbal or written warning issued to a group of employees for the same infraction, however, the Employer will copy the Union on such discipline.***

2. Effective six months after Seaton Village is operational, Article 14.05(a) shall be amended as follows:

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 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 ***full-time employee from applying for a time shift change (i.e moving between Days, Afternoons or Nights)***, part-time employee from applying to a full-time position or a full-time employee from applying to a part-time position.

3. Amend Article 17.02, as indicated in bold and italics, as follows:

All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave ***or as otherwise provided for in the Employment Standards Act in the case of Employment Standards Act protected leaves. A written reply will occur with ten (10) days of such request.***

Leave of Absence without pay or loss of seniority for attendance at Union conferences, seminars, conventions and ***for Union business*** will be granted to a ***cumulative maximum of 4000 hours in a calendar year for the entire bargaining unit.*** ~~not more than four (4) employees for a period not 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.~~

4. Amend Article 22.04, as indicated in bold and italics, as follows:

~~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 30th 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 31st 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 ***unless the Employee returns from a leave of absence after November 1st of the***~~

vacation entitlement year and the Employer cannot schedule their entire vacation entitlement in the remainder of the year. In those limited circumstances, the Employee can only carry over a maximum of five (5) days into the next calendar year and the rest shall be paid out.

5. Introduce Article 22.10 as indicated in bold and italics, as follows:

Effective the 2027 calendar year, part-time employees shall be given an opportunity to declare their preference for working Christmas, New Years, or both by no later than October 15th of each year.

Shifts preferences will be scheduled based on seniority but should not be construed as a shift guarantee and will not trigger any additional costs to the Employer. The Employer reserves the right to schedule by reverse seniority where not enough availability has been provided.

6. Introduce Article 26.03(c) as indicated in bold and italics, as follows:

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), should not be construed as a guarantee of scheduled shifts and will not trigger any additional costs to the Employer. The Employer reserves the right to schedule by reverse seniority where not enough availability has been provided.

7. Introduce Article 26.03(d) as indicated in bold and italics, as follows:

Preferred shift assignments shall be granted by seniority among part-time PSWs, provided that employees have declared availability for the shifts in question.

8. Introduce Article 26.03(e) as indicated in bold and italics, as follows:

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

My kin

Madame

J
Walker

Bryce

Bequeria

Stallins

PP
L
P. Pander

~~Handwritten signature~~

C. Deuchet

H. M

Leone Sarge

Y
Yun Sae Cae

Idrang

L. H. H. H.

Blank lines

TAB 4

IN THE MATTER OF NEGOTIATIONS

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 132

(the "Union")

On January 5, 2026, the parties have agreed to the following amendments to the Collective Agreement:

1. Amend Article 18.02, as indicated in bold and italics, as follows:

The Employer will provide ~~smocks or dresses~~ ***six (6) uniform pieces per year*** to established classifications for Practical Nurses, Kitchen, Laundry and Housekeeping Aides and Nurses' Aides, Orderlies and Maintenance Workers ***all classifications except for employees in the Recreation and Therapy Division and RAI Coordinator who shall not be required to wear a uniform.*** Colour, type and quality, etc., will be at the discretion of the Administrator or designate. ***Staff issued a uniform are required to wear the uniform.***

2. Introduce Article 18.06 as follows:

Employees in the Food Services Division and Recreation Programmers are required to maintain a food handling certification as a condition of employment. The Employer shall pay three (3) hours at their regular rate of pay to complete the training and testing required for the renewal of such certification. Such training and testing must be undertaken outside of regular working hours. The Employer will reimburse such employees up to \$50.00 for the successful completion of the training and examination for such a renewal upon submission of proof of payment. Such payment shall

be made within sixty (60) calendar days of submission.

3. Amend Article 20.01(d)(2), as indicated in bold and italics, as follows:

Vision Care - four hundred ***and fifty (\$450)*** 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 1st, 2026, increase vision care to five hundred dollars (\$500) maximum per insured person over each two (2) consecutive calendar years.***

4. Amend Article 20.01(d)(4), as indicated in bold and italics, as follows:

~~Physiotherapy and psychology to a maximum of \$2000.00 per practitioner per year. Effective January 1st, 2024, increase physiotherapy and psychology benefits to a maximum of \$2500 per practitioner per year.~~
Effective January 1, 2026, Psychology to a combined maximum, for all registered psychological practitioners, of three thousand dollars (\$3,000) in a calendar year for each covered person, subject to reasonable and customary charges. Registered Psychological Practitioners includes occupational therapist (when related to mental health support/treatment), social worker (when related to mental health support/treatment), psychotherapist or psychologist.

Physio to a maximum of \$2500.00 per practitioner per year.

5. Amend Article 20.01(d)(6), as indicated in bold and italics, as follows:

Chiropractic services at a maximum amount of \$400 per calendar year. ***Effective January 1, 2026, increase maximum amount to \$450 per calendar year, subject to reasonable and customary limits and performed by a licensed practitioner.***

6. Amend Article 20.01(g), as indicated in bold and italics, as follows:

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 ***sixty-five (65)*** of spouse or until they remarry, whichever comes first.

7. Introduce Article 20.01(h) as follows:

Health Care Spending Account: a maximum amount of four hundred and

fifty dollars (\$450) annually in accordance with the Revenue Canada Guidelines. ***Effective January 1, 2026, increase this amount to five hundred (\$500) annually. Effective January 1, 2027, increase this amount to five hundred and fifty dollars (\$550).***

8. Amend Article 20.02, as indicated in bold and italics, as follows:

For Part Time Employees

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

9. Amend Article 20.05, as indicated in bold and italics as follows:

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 ***sixty-five (65)***. The cost of this program is paid by the Region.

10. Amend Article 21.09, as indicated in bold and italics, as follows:

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. ***Effective the 2026 calendar year, this bank shall be increased to fifteen (15) paid hours per year.***

(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.)

11. Amend Article 22.03, as indicated in bold and italics, as follows:

All regular employees shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to May 31st of that same calendar year except that an employee shall become entitled to increased vacation entitlement after January 1st in the calendar year in which their eighth (8th), sixteenth (16th), twenty-third (23rd), twenty-fourth (24th), twenty-fifth (25th), twenty-sixth (26th), twenty-seventh (27th) and

twenty-eighth (28th) anniversary falls. ***Effective January 1, 2026, the vacation accrual period for new hires and those transferring into a regular full-time position will be from January 1st to December 31st. Any regular employees hired prior to January 1, 2026 who have not accrued three weeks of vacation, shall automatically be credited with three weeks of vacation as of January 1, 2026.***

12. Introduce Article 27.08, as indicated in bold and italics, as follows:

An Employee who works a second (2nd) consecutive full shift shall be entitled to an eight-dollar (\$8.00) meal allowance.

13. Amend Article 28.01, as indicated in bold and italics, as follows:

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 1st, 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.~~ ***Effective January 1, 2026, a shift premium of one dollar (\$1.25) 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.

14. Amend Article 28.02, as indicated in bold and italics, as follows:

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 1st, 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.~~ ***Effective January 1, 2026, a weekend premium of one dollar and twenty-five (\$1.25) per hour will be paid for the full shift where one half or more of the shift falls between the hours of 2300 hrs Friday and 0700 Monday.***

15. Introduce Letter of Understanding re Leave of Absence with Pay:

A full-time employee placed on a Leave of Absence with Pay pending an employment related investigation ("LOAWP") shall be paid their regularly scheduled shifts based on their seniority. A part-time employee on a LOAWP shall be paid for their regularly scheduled shifts within that pay period. If the LOAWP exceeds the pay period, their pay shall be calculated based on the average hours they worked in the 4 weeks preceding the leave.

16. Introduce Memorandum of Agreement re Joint Job Evaluation as follows (amendments following Union counter are in yellow):

WHEREAS the parties desire to implement a Job Evaluation Plan ("JE Plan") to review all existing job classifications in the local and their corresponding wage rates with the goal of establishing internal equity (hereinafter referred to as the "Study");

AND WHEREAS the parties recognize that the Study will be long and complex and undertake to jointly problem-solve and take a flexible approach to any difficulties that may arise in completing the Study and implementing the JE Plan;

NOW THEREFORE the parties agree as follows:

1. Starting in the 2026 calendar year, the parties shall commence the following activities:

a. Establish a Joint Steering Committee ("JSC") of 8 members, with equal representation from the Union and management. Within the JSC, a co-chair shall be appointed from the Union and Management. The JSC shall be responsible for developing and implementing the Study.

b. The JSC will undertake the following:

i. Prepare the job documentation, establish salary scales and undergo training.

ii. Select a Joint Job Evaluation Committee ("JJEC") up to 10 members (one representative per Home), with equal representation from the Union and management. Within the JJEC, a co-chair shall be appointed from the Union and Management.

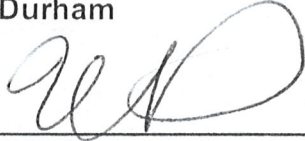
iii. The JJEC will be trained and shall commence evaluating the jobs with the assistance of the Co-Chairs, who will be non-voting members on the JJEC.

2. It is understood that the activities in paragraph 1 above may take some time to undertake in light of competing operational demands, but the parties will endeavor to move the project forward in a reasonable timeframe.

3. *The parties agree to use the CUPE 132 JE Plan and agree to accept the results of the Job Study and JE Plan, including base wage rate adjustments. Any such rate adjustment will be prospective from the date all of the Job Study evaluations are complete (i.e. the later of the date all job classifications have been evaluated or all disputes pursuant to paragraph 6 below have been resolved). Any adjustments to the rates or change in job classification arising from the Study will supersede the rates in the Collective Agreement and the parties will agree to modify the Collective Agreement accordingly. No employee will have their wages reduced as a result of the study, but they will be red circled in accordance with the Terms of Reference between the parties.*
 4. *If the parties determine during the course of the Study that there are pay equity adjustments required, the parties agree that it will be retroactive to January 1, 2026.*
 5. *The cost of implementing the results of the Study will be no more than 2% of the local's base wage rate payroll on January 1, 2025.*
 6. *Any decisions about the Study and/or JE Plan that cannot be settled by the parties will be referred to a mutually agreed to arbitrator with experience in Job Evaluation. After the parties have made submissions, the adjudicator's decision shall be final and binding without a right of appeal.*
 7. *The parties may each consult with an external advisor at their own expense for the purpose of developing and implementing the job study.*
17. Amend Schedule "A" to account for the following general wage increases:
- April 1, 2025 3.75%
 - April 1, 2026 3.50%
 - April 1, 2027 3.00%

The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF on January 5, 2026.

For the Regional Municipality of Durham



Wynne

Walker

P. Bando

M. [unclear]

J. [unclear]

J. [unclear]


Sue Collins

[unclear]

B. [unclear]

B. [unclear]

For CUPE, Local 132



C. [unclear]

[unclear]

L. [unclear]

K. [unclear]

[unclear]

C. [unclear]