

THIS AGREEMENT made as of the 30th day of May in the year of our Lord, one thousand nine hundred and eighty-nine.

BETWEEN: THE CORPORATION OF THE CITY OF WATERLOO
hereinafter called "The Corporation"

OF THE FIRST PART
- and -

WATERLOO CIVIC EMPLOYEES UNION
LOCAL NO. 1542 CANADIAN UNION
OF PUBLIC EMPLOYEES
hereinafter called "The Union"

OF THE SECOND PART

SOURCE	City		
EFF.	89	01	01
TERM.	90	12	31
No. OF EMPLOYEES	90		
NOMBRE D'EMPLOYÉS	80		

ARTICLE 1 - PURPOSE OF AGREEMENT

WHEREAS the Union has represented to the Council of the Corporation that it is authorized on behalf of certain employees of the Corporation as hereinafter defined to negotiate with the said Corporation in the matter of rates of pay, salaries and working conditions covering the employment of such employees engaged by the Corporation for the carrying out of the various services provided by the said Corporation.

NOW THEREFORE THE CORPORATION AND UNION COVENANT AND AGREE EACH WITH THE OTHER OF THEM AS FOLLOWS:

ARTICLE 2 - TERMS

- 2.1 The following terms wherever used herein shall, unless the context otherwise requires, have the following meaning:
- a) "**Council**" shall mean the Council of the Corporation of the City of Waterloo.
 - b) "Council Committee" shall mean the Committee of the Council responsible for a particular department.
 - c) "**Employee** or Employees" shall mean and refer to any full-time permanent employee filling any position covered by, and holding seniority rights under the terms of this Agreement.
 - d) "Probationary Employee" is one who **has** not completed three (3) months of continuous service or sixty (60) actual days worked, whichever is the greater, but who will be appointed to the permanent staff upon completion of three (3) months of continuous service or sixty (60) actual days worked whichever is greater.

- e) "Permanent Employee" is one who has satisfactorily completed his probationary period of employment or who has completed more than (10) continuous months of service as a temporary or seasonal employee.
- f) "Temporary or Seasonal Employees" are those who have been hired to work the regular number of hours in the hiring department but for a period of time not to exceed ten (10) continuous months in any one work period. Any employee retained for a period of more than ten (10) continuous months shall automatically be posted to the permanent staff and shall commence acquiring seniority. In the event a temporary or seasonal employee is posted to the permanent staff their seniority shall be based on the date of their last hire, subject to the completion of the probationary period. Temporary or seasonal employees will not have recourse to the grievance or arbitration procedures when their employment is terminated for any reason.

ARTICLE 3 - RECOGNITION

- 3.1 The Council of the Corporation of the City of Waterloo hereby affirms that during the term of this Agreement it will recognize no Union other than the Civic Employees Union No. 1542 Canadian Union of Public Employees as the sole bargaining agent of all employees employed in the job classifications set forth in Appendix "A" attached hereto and forming part of this Agreement. It is agreed that students who are hired during a holiday period from an educational institute and who are returning to that institute at the end of the holiday period and all part-time staff employed in all Recreational facilities, are excluded from the terms of this Agreement.
- 3.2 The "student holiday period" above is defined as the period from April 1st to September 30th, in any year.

ARTICLE 4 - MEMBERSHIP IN THE UNION

During the term of this agreement the conditions of employment for harmonious relations shall be as follows:

All new employees shall become members of the Union within thirty days from date of employment and/or pay the regular Union dues.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.1 During the term of this Agreement, there shall be a compulsory check-off of Union dues upon all employees of the Corporation to which this Agreement applies. The amount to be deducted shall be the sum as may from time to time be assessed by the Union on its members according to its Constitution and By-Laws.

5.2 Such deductions will be made by the Treasurer of the Corporation from the payroll period at the beginning of each month, and shall be forwarded to the Treasurer of the Union not later than the 15th of the month following in respect of which deductions have been made accompanied by two lists of all employees from whose wages deductions have been made.

5.3 The Corporation agrees to show the amount of union dues collected from each employee on their T-4 form during the term of this agreement.

ARTICLE 6 • DISCRIMINATION

The parties will not discriminate against any persons in its employ by reason of such person being a member of a Trade Union nor on the basis of sex, marital status or age.

ARTICLE 7 • MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Corporation to:

- a) Maintain order, discipline and efficiency;
- b) hire, assign, direct, promote, demote, classify, transfer, lay-off, recall; to discharge, suspend or otherwise discipline employees for just cause;
- c) determine in the interest of efficient operation, the standard of service;
- d) generally to manage the operation in which the Corporation is engaged and without restricting the foregoing, the right to plan, direct and control operations.

The Corporation recognizes that the foregoing clauses are subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the rights of the employees concerned to lodge a grievance in the manner and extent herein provided.

ARTICLE 8 • PROBATIONARY PERIOD

Employees shall be probationary employees until they have been continuously employed by the Corporation for three (3) calendar months or for sixty (60) actual days worked, whichever is greater. Upon completion of the probationary period the employee's name shall be placed on the seniority list and their seniority shall be based on the date of their last hire. The discharge of an employee during the probationary period shall not be subject to the grievance or arbitration procedures.

ARTICLE 9 - SENIORITY

- 9.1 Seniority of years of service shall be each individual employee's term of continuous full-time permanent service with the Corporation.
- 9.2 In the event two or more employees have the same seniority date, seniority shall be reckoned in alphabetical order of surname commencing with the more senior employee beginning at the letter "A".
- 9.3 A seniority list shall be compiled semi-annually on June 30th and December 31st and each full-time permanent employee will be placed thereon in accordance with their term of continuous service with the Corporation.
- 9.4 Any employee whose continuity of service has been broken, other than in the case of layoffs or authorized leaves of absence, which are dealt with below, shall be considered a new employee and seniority of years of service of such employee shall be calculated from the date of re-entry.
- 9.5 An employee's seniority shall be broken and the employee shall no longer be regarded as a full-time permanent employee covered by this Agreement and the Corporation shall not be obliged to re-hire such employee, if:
- a) an employee resigns voluntarily;
 - b) an employee retires;
 - c) an employee is discharged and not reinstated;
 - d) an employee has been absent from work for a period of more than three (3) consecutive working days without an excuse acceptable to the Corporation;
 - e) an employee fails to return to work after recall from lay-off within the time limits stated in Article 10.2;
 - f) an employee is continuously non-employed, including lay-off, authorized leave of absence, sickness or accident, for a period of time equal to one-half (1/2) the length of seniority at the time of lay-off, authorized leave of absence, sickness or accident, or for a period of twenty-four (24) months whichever is the lesser.
- 9.6 Subject to Article 9.5 and Article 36, if an employee is absent from work due to lay-off or authorized leave of absence, the employee shall not lose seniority, but shall not acquire seniority after the first sixty (60) calendar days of such lay-off or after the first thirty (30) calendar days of such authorized leave of absence. Employees absent from work on paid sick leave due to illness or accident, will continue to accrue seniority until Article 9.5(f) applies.

9.7 Seniority shall operate and govern on a bargaining unit-wide basis.

ARTICLE 10 - LAY-OFF AND RECALL

10.1 In the event of lay-offs, seniority with the Corporation shall be the main governing factor. Hence, employees shall be laid off in the inverse order of their seniority and when necessary to recall former employees they shall be recalled in the inverse order in which they were laid-off. Such employees who are recalled or retained in the event of a lay-off must have the necessary skills and qualifications to perform the work required.

10.2 On recall from lay-off, the following procedure will apply. Employees must signify their intention to return to work after recall from lay-off within three (3) working days following proper notification by the Corporation by registered or certified mail sent to the employee at the last address provided by the employee to the Personnel Department. Employees must return to work after an additional five (5) working days following such notification. Copies of the notification will be sent to the President of the Union. The intent of this clause is as follows;

- a) the registered or certified notification shall be deemed to be received on the second (2nd) working day after the date of mailing;
- b) the laid off employee has three (3) working days to notify the corporation;
- c) an employee who **has** complied with (b) above will have a further five (5) working days from the expiry of the time limit in (a) above to return to work.

If an employee notifies the Corporation within said three (3) working days that they are unable to return to work within the prescribed time for a legitimate reason acceptable to the Corporation, Their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled. These time limitations may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident and other legitimate reasons acceptable to the Corporation.

ARTICLE 11 - UNION COMMITTEE HEARING

Any Committee of the Union, upon request, shall be accorded a prompt hearing by the heads of the Departments and the various Council Committees.

ARTICLE 12 - JOB VACANCY

12.1 The Corporation will notify the Union in writing seven (7) working days prior to filling any staff changes or new classifications covered by the terms of this Agreement and post notice of the position in all departments covered by the Agreement. Such notice shall contain the following information:

- a) nature of position;
- b) qualifications required, indicating knowledge, education and skills;
- c) shift;
- d) wage rate.

The Corporation will within fifteen (15) working days of the position becoming vacant, subject to an extension of time by mutual agreement, post notice of the vacancy or notify the Union in writing that the vacancy will not be filled, and giving the reason for not filling the position.

12.2 When promotions and transfers to higher paid jobs or jobs with equal pay come within the provisions of this Agreement, seniority shall govern providing the applicant has the necessary skill, ability and competence to perform the work required.

12.3 When new classifications are created the Corporation will advise the Union in advance of the nature of the position and the proposed wage rate. Any change in wage rate shall be negotiated between the Corporation and the Union.

12.4 In the event the successful applicant proves unsatisfactory to the Corporation during the trial period of up to twenty-five (25) actual days worked or such longer period as may be mutually agreed upon in writing, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of jobs shall be returned to their former position without loss of seniority.

12.5 It is agreed that successful applicants of the job posting procedure will not be permitted to re-apply for a posted job for a period of six (6) months, unless prior written permission is received from the Commissioner of Personnel. This clause will not restrict an employee in posting for a higher paid position.

12.6 Job vacancies in the classification of "Labourer" under Appendix "A", may be filled by the Corporation by either allowing current Temporary or Seasonal Employees to complete

more than ten (10) continuous months of service, thereby becoming Permanent Employees, or, by applying the above job posting procedure.

- 12.7 Temporary or Seasonal Employees will be allowed to submit application for jobs posted under the above procedure. These applications will be considered by the Corporation in the event no qualified permanent employee posts for the job vacancy or change. **As** Temporary or Seasonal Employees do not acquire seniority, it is agreed that the posting of any Temporary or Seasonal employee to any permanent employee classification, shall at all times, be at the sole discretion of the Corporation.
- 12.8 Seasonal employees, in the employ of the Corporation, who have completed two full seasonal work terms, or longer, will be given preference in filling vacancies in the classification of "permanent labourer", provided they have the necessary skill, ability and competence to perform the work required.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 It is the mutual desire of the Union and the Corporation that grievances of the parties to this Agreement shall be adjusted as quickly as possible. For the purposes of this Agreement, a grievance shall be defined as any difference between the parties to this Agreement relating to the interpretation, application or administration of the Agreement, including the question of whether or not a matter is arbitrable and any question as to whether the suspension, discharge or other discipline of an employee is reasonable may constitute a grievance and shall, at the request of either party, be dealt with as follows:
- 13.2 The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Corporation. The personnel of such Committee shall be communicated to the Corporation.
- 13.3 The following procedure shall be followed for all grievances:
- STEP 1 • The aggrieved employee(s) shall submit the grievance in writing to the Steward or the Chairman of the Grievance Committee.
- STEP 2 • Within five (5) working days of submission of the grievance under Step 1, the employee concerned together with his Steward or member of the Grievance Committee shall first seek to settle the dispute with the department Supervisor and/or Superintendent or the Manager or the Director. A reply will be given within two (2) working **days**.

STEP 3 - Failing satisfactory settlement and within three (3) working days after receiving the decision under step 2, the Union shall make application to the Department Head. The employee(s) concerned together with the Grievance Committee will then meet with the Department Head and submit a written statement of the particulars of the complaint and the redress sought. The Department Head shall declare their position and render their decision within five (5) working days of such meeting.

STEP 4 - Failing agreement being reached by Step 3, and within three (3) working days of receiving the decision in Step 3, application shall be made to the Commissioner of Personnel in writing, stating the grievance concerned and a hearing between the Grievance Committee and the Chief Administrative Officer and/or the Commissioner of Personnel shall be convened. A decision shall be given in writing within seven (7) working days after the above hearing has concluded.

- 13.4 No grievance shall be considered the alleged circumstances of which were not filed in writing within ten (10) working days of the date of the occurrence.
- 13.5 Replies to grievances shall be in writing at all stages, with a copy to the Union Secretary.
- 13.6 The Corporation will supply the necessary facilities for the grievance meetings.
- 13.7 The Union or Corporation shall have the right to request the assistance of the representative of the Canadian Union of Public Employees at any meeting under the Grievance Procedure.
- 13.8 If requested, an employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

ARTICLE 14 - DISCHARGE GRIEVANCES

A claim by an employee with seniority that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 3 of the Grievance Procedure within five (5) working days after the employee ceased to work for the Corporation and the first and second steps of the Grievance Procedure will be omitted in any such case. The Department Head of the appropriate department or designate must be present at this special third step of any discharge grievance.

ARTICLE 15 - POLICY GRIEVANCE

15.1 If a dispute arises, involving the policy of the Corporation or the interpretation or general application of this Agreement, including the question of whether or not a matter is arbitrable, the grievance procedure shall commence at Step 3 and shall proceed thereafter in the same manner as any other grievance. No Union grievance shall be presented at Step 3 which an employee or a group of employees could normally process as an individual employee grievance or grievance of a group of employees.

15.2 Failing settlement under the foregoing grievance procedures as outlined in articles 13, 14 and 15 of any grievance between the parties, such grievance may be submitted to arbitration, as set forth in Article 17. If no written request for arbitration is received within twenty (20) working days after the decision under Step No. 4 is given, it shall be deemed to have been settled and not eligible for arbitration.

ARTICLE 16 - ABUSIVE LANGUAGE

Any person employed by the Corporation in authority while addressing employees must refrain from the use of abusive language and similarly employees must refrain from the use of abusive language to any such person in authority.

ARTICLE 17 - ARBITRATION

17.1 Any dispute or grievance which has been carried through all stages of the Grievance Procedure, as outlined in Articles 13, 14 and 15 and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. The two so named shall within seven (7) days select a third person to act as Chairman of the Board of Arbitration but should they not do so within seven (7) days then either party may apply to the Minister of Labour of Ontario to appoint a person to be Chairman.

17.2 No person shall be selected as a member of an Arbitration Board who:

1. --- is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties. An arbitrator shall not be considered as a paid agent;
2. ... has any pecuniary interest in matters referred to the Board.

- 17.3' Each of the parties to this Agreement will bear all the expenses of the arbitrator appointed by it --- and the parties will jointly bear the expense, if any, of the Chairman.
- 17.4 The time limit fixed in both the grievance and arbitration procedure, may be extended by mutual written consent of the parties to this Agreement.
- 17.5 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties of the arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 17.6 The decision of the Board of Arbitration, or a majority thereof, shall be binding on both parties. The Board of Arbitration shall not have the power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision. Either party may request the Board of Arbitration to reconvene.

ARTICLE 18 - ACCIDENTS AND SICKNESS

- 18.1 Any employee off duty as a result of an accident incurred in the performance of their duties shall receive such hospitalization and medical care as provided by the Worker's Compensation Board. In addition subject to their claim being accepted by the Worker's compensation Board, they shall be paid an amount equal to their full normal salary by the Corporation and/or the Compensation Board during the period of absence recognized by the Worker's Compensation Board for a period not to exceed an absence of twenty (20) continuous working days.

After an employee is absent from work for a period of twenty (20) continuous working days as a result of a compensable accident or illness, the Employer shall during such absence:

- a) advance to the employee on their regular pay day an amount equal to that which the Worker's Compensation Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Worker's Compensation Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter, and
- b) pay to the employee on their regular pay day an amount which, when added to the advance shown in paragraph (a),

will yield to the employee an amount equal to their normal net take-home pay after all appropriate deductions have been made. Deductions for income tax and unemployment insurance will be based on the employer-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Worker's Compensation Board.

The payments mentioned in (a) and (b) above shall be paid for a maximum period of time not to exceed one (1) year.

- 18.2 An employee shall be granted full salary during absence due to non-occupational illness for a total period of eighteen (18) working days per year which accumulation being unlimited. Such sick leave pay shall be earned by employees on the basis of one and one-half (1-1/2) days for each month of service. An employee shall be entitled to the benefits of same as long as they have any sick leave credits accumulated.

The Corporation shall have the right to take such steps as may be necessary to ascertain whether or not the employee is malingering.

- 18.3 Upon termination of employment, retirement or death, following the completion of ten (10) years of continuous service with the Corporation, an employee shall be entitled to be paid fifty (50) percent of his available accumulated sick leave credits to the maximum amount of fifty (50) percent of one year's normal earnings at the rate received immediately prior to termination of employment subject to the following conditions.

- (i) Upon becoming engaged by another Municipal Corporation or local board thereof or the Provincial Government or agency thereof and without any intervening period of other employment, the employee may elect to have the payment described above transferred to the hiring employer, subject to written acceptance by the hiring employer, that sick leave credits equal to that provided by the former employer will be placed to the employee's credit.
- (ii) In the event of death, the beneficiary as shown on the Group Insurance Record shall be paid the monies owing.
- (iii) The sick leave severance allowance as defined in this article shall not apply to employees hired on or after June 1, 1985.

18.4 In case an employee is unavoidably kept from work, they will not be discriminated against. Any employee detained from work on account of sickness or any other such good cause must, if possible, advise the Manager or Director of the Department in time so they can arrange for relief, and in all cases employees will make arrangements with the Manager or Director of the respective Department to lay off or to return to work.

18.5 Seasonal or temporary employees shall accumulate sick leave credits at the rate of one and one-half (1-1/2) days per month of service. Seasonal or temporary employees shall be granted full salary during the absence due to non-occupational illness and shall be entitled to this benefit as long as they have any sick leave credits accumulated.

Seasonal or temporary employees who are rehired for a second or more term or seasonal employment, within nine (9) months of the date of their last termination, shall be credited with previous unused sick leave credits.

ARTICLE 19 - REST PERIOD TIME

19.1 A ten (10) minute lunch period shall be granted in the morning and afternoon to all employees covered by this Agreement.

ARTICLE 20 - VOTING TIME

Employees shall, on Provincial and Dominion Election Days, be allowed time off for voting in accordance with the Ontario and Dominion Acts, where applicable, and no deduction shall be made from their pay on that account. The time for voting shall be arranged between the Supervisor or the Manager and the employee.

ARTICLE 21 - LEAVE OF ABSENCE

21.1 A reasonable leave of absence shall be granted an employee without remuneration, but an employee taking employment for wages or salary during their leave of absence, shall forfeit their standing on the seniority list, unless permission has been given on mutual agreement between the employee, the Council and the Union. Any service, however, that any employee may be called upon to render in a representative manner on behalf of his fellow employee shall not be considered as covered by the word "employment" as used herein, and upon their return to service such employee shall be entitled to their former position on the seniority list. Employees requesting a leave of absence on Union business directly concerning the employees of the Corporation shall be given it without remuneration. All other requested leaves of absence for Union business shall be granted provided such leave does not interfere with

efficient operations. It is understood that at no time will leave of absence be granted for a period exceeding three months, except in case of sickness or other extenuating circumstances.

- 21.2 The Corporation acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee consisting of a maximum of five (5) members who shall be employees of the Corporation. The Union may in addition include a Representative of the Canadian Union of Public Employees as a member of the Negotiating Committee. The names of the members of the Negotiating Committee shall be communicated to the Corporation.
- 21.3 Employees granted a leave of absence for Union business under Article 21.1, shall receive their normal pay for the period of the leave of absence. The corporation shall bill, and the Union shall pay for all wages and benefits paid to the employee for the period of the leave of absence.
- 21.4 Employees who are required to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of the jury or witness service, such employee shall present to their Department Head a satisfactory certificate showing the period of such service. During such service, the employee will not suffer a loss of wages when taking into consideration compensation received for this service, excluding mileage and travelling expenses.
- 21.5 A permanent employee covered by this Agreement who has given good and faithful service to the Corporation, who, through advancing years or temporary disablement is unable to adequately perform his regular duties, may be given the preference of any light work available at the wage rate payable and/or hours required at the time for the position to which he is assigned or to any lesser rate and/or hours that may be jointly agreed upon by the Corporation and the Union, and without regard to the seniority provision of this Agreement, except that such employee may not displace an employee with more seniority. This provision is not to be construed as a guarantee by the Corporation to retain all or any employees who cannot perform their regular duties. Each case will be decided individually and termination of employment could result if the employee's performance is sufficiently reduced or if there is no suitable light work available.

ARTICLE 22 - COMPASSIONATE LEAVE

- 22.1 An employee shall be granted leave without **loss** of salary at the discretion of the Department Head when a death occurs in

the immediate family of an employee. The immediate family is defined **as** parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, grandparents, sister-in-law and brother-in-law.

22.2 The following guidelines will apply for paid bereavement leave:

- a) An employee shall be granted leave, at the discretion of the Department Head, without loss of pay in the case of death or serious illness of a parent, spouse, brother, sister, child, in-law, grandparent, grandchild, or any other relative for whom an employee is required to administer bereavement responsibilities. ("Serious illness" is defined as 'life threatening' or equivalent as advised by qualified medical personnel).
- b) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the employer on request, may grant additional bereavement leave.
- c) One-half (1/2) day leave shall be granted without **loss** of salary, wages or benefits to attend as a pallbearer.
- d) Where the family of a deceased employee request pallbearers from the Union, the employer shall grant the necessary leave with pay for up to six (6) pallbearers.

ARTICLE 23 - STATUTORY AND DECLARED HOLIDAYS

23.1 Each employee is eligible for payment for specified holidays who has completed sixty (60) calendar days or more of continuous service and has worked their regular shift upon the work day preceding such holiday and their regular shift upon the work day following such holiday.

23.2 "Holidays" shall mean and include New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Armistice Day, and effective January 1st, 1988 one (1) floater holiday each year that will be taken by each employee between January 1st and March **31st** as arranged with the Manager or Director. When any of the above-noted holidays, except Armistice Day, fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the preceding Friday and/or the following Monday shall be deemed to be holidays for the purpose of this Agreement. Also one floating day in lieu of Easter Monday may be taken during the year at any time mutually agreed between the employee and the Manager or the Director. This would require that the employee had worked sixty (60) days prior to Easter Monday and had also worked the regular working day before and after Easter Monday. - (See Sec. 23.3) In the event

Armistice Day falls on a Saturday or Sunday, one lieu day will be taken during the year at a time mutually agreed between the employee and their Manager and Director.

- 23.3 In the event such employee is absent on a regular shift preceding or following such holidays and presents a reasonable excuse for such absence, they shall be paid.
- 23.4 "Shift Employees " In the event any of the holidays or days scheduled as holidays as outlined, in Article 23.2 fall on a regularly scheduled rest day, for an employee working a regularly scheduled shift, the employee shall be allowed one lieu day for each such holiday to be taken within six (6) months at a time mutually agreed upon between the employee and their Supervisor.
- 23.5 Temporary or seasonal employees who are hired for a second or more term of temporary employment, while not acquiring seniority, shall be credited with the months worked during the previous work term to establish eligibility for payment of statutory and declared holidays.

ARTICLE 24 - SAFETY

The Corporation shall observe all reasonable precautions and provide all safety devices or appliances that may reasonably be required for the ample protection of workmen. All employees shall co-operate with the Corporation in the prevention of accidents.

ARTICLE 25 - WAGE INCREASES

The Union may make recommendations for wage increases covering all employees coming under this Agreement and no employee shall be paid less than the minimum provided for the respective classification in the schedule attached to this Agreement.

ARTICLE 26 - TEMPORARY TRANSFERS

If an employee is required to perform the duties of any position other than that occupied by such employee they shall be paid not less than the corresponding minimum rate of pay or their regular rate of pay whichever is greater while engaged in such work. When a temporary transfer will be for a period of four (4) hours or more, then wherever possible and practical, employees will be given the opportunity to exercise their seniority and preference in such transfers.

ARTICLE 27 - HOURS OF WORK

- 27.1 The hours of work shall be eight (8) hours per day, inclusive of a paid twenty (20) minute lunch period subject to the provisions of Article 27.3, Monday through Friday to a total of forty (40) hours per week. Under normal circumstances these hours shall be worked as follows:

Monday through Friday - 8:00 a.m. to 4:00 p.m.

- 27.2 Nothing contained in this section shall, in any way, be interpreted as restricting an employee from working other hours, providing they have been requested to work and are willing to work.
- 27.3 There will be an eight (8) hour work day inclusive of a paid twenty (20) minute lunch period, subject to the following conditions:
- a) That the twenty (20) minute lunch period is inclusive of any wash-up time and of any travel time and will be taken on the job site.
 - b) The Arena and Facility Attendants will be provided with a twenty (20) minute paid lunch period. It is understood and agreed that the Corporation may, at its discretion, use part-time employees from the time of the opening of the arena to the commencement of the regular day shift.
 - c) That in the event of inclement weather and no vehicle or building is available for the employee to use for the twenty (20) minute lunch period, the employee may proceed to the municipal building located nearest the job site and take his or her twenty (20) minute lunch period, inclusive of any wash-up and of any travel time.
 - d) That the arrangement is, and will continue to be, approved by the Employment Standards Branch.
 - e) That the Corporation may institute an unpaid lunch period if the arrangement is not approved or if it becomes illegal for any reason.

ARTICLE 28 - RATES OF PAY

- 28.1 Salaries and wages as shown on the attached schedule (Appendix "A") shall be part of this Agreement and shall be paid and dated every second Thursday. A breakdown of wages paid will be supplied an employee, on request, with a copy of the Pay Sheet.
- 28.2 Temporary or Seasonal employees who are hired for a second or more term of temporary employment, while not acquiring seniority, shall be credited with the months worked during the previous work term to establish the hourly rate to be paid under Appendix "A" of this contract.

ARTICLE 29 - OVERTIME PAYMENT AND SHIFT PREMIUM

- 29.1 All hours worked in excess of the normal work day, the normal work week or on a holiday shall be considered as overtime and shall be paid for at the appropriate overtime rate as follows:
1. Monday through Friday -
4:00 p.m. to 8:00 a.m. - time and one-half
 2. Saturday -
8:00 a.m. to 4:00 p.m. - time and one-half
4:00 p.m. to 12:00 Midnight - double time
 3. Sunday - all day - double time.
 4. Holidays - all day - double time plus the normal holiday pay which the employee would otherwise be entitled to receive.
 5. "Shift Employees" - All hours worked, by employees working a regularly scheduled shift, which occur on the normal scheduled rest day(s) shall be paid for at the following overtime rate:
 - 1) First regularly scheduled rest day -
Day Shift - time and one-half
Second Shift - double time;
 - 2) Second consecutive regularly scheduled rest day -
double time;
 - 3) Third consecutive regularly scheduled rest day -
Day Shift - time and one-half
Second Shift - double time;
 - 4) Fourth consecutive regularly scheduled rest day -
rest day - double time.
- 29.2 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 29.3 A shift premium of fifty-five (55) cents per hour shall be paid for all hours worked on a regularly scheduled shift which starts before 8:00 a.m. or finishes after 4:00 p.m. Monday to Friday, and for all regularly scheduled shifts worked on Saturday or Sunday, subject to Article 29.4. Shift premiums shall not apply where overtime rates do apply. Effective January 1st, 1990 this premium will increase to fifty-eight (58) cents per hour.
- 29.4 All Arena and Facility Attendants, while working in an Arena or Facility, shall be paid a shift premium of fifty-five (55) cents per hour for all hours worked on the second shift

and for all regularly scheduled shifts worked on a Saturday or Sunday. Shift premiums shall not apply where overtime rates do apply. Effective January 1, 1990 this premium will increase to fifty-eight (58) cents per hour.

- 29.5 Where an employee works three (3) or more hours continuous with the working day, such employee shall be eligible for a meal allowance of \$6.25. Payment of this meal allowance shall not apply where an employee is required to work at hours not continuous with the regular working day. Effective January 1, 1990 this meal allowance will be \$7.00.
- 29.6 All Parks and Facility Division employees may work a revolving shift schedule consisting of one hundred and twenty (120) hours over a three (3) week period. Overtime benefits will apply after eight (8) hours per day and one hundred and twenty (120) hours in the three (3) week period.
- 29.7 All Operations Division employees employed on the winter patrol shift may work a revolving shift schedule consisting of eighty (80) hours over a two week period. Overtime benefits will apply after eight (8) hours per day and eighty (80) hours in the two (2) week period.

ARTICLE 30 - REMUNERATION - SPECIAL CALL

30.1 All employees will be paid a minimum of three (3) hours pay at the applicable rate if specially requested to report to duty.

30.2 Standby Pay

Employees who are authorized employees scheduled for "standby" shall receive \$65.00 per week Friday to Friday. This amount shall increase to \$70.00 per week effective January 1, 1990.

All employees, when called out on an emergency call, shall be paid a minimum of two (2) hours at the appropriate overtime rate.

ARTICLE 31 - VACATIONS

The vacation schedule shall be arranged between the employees and the Manager, on or before May 1st, senior employees to be given preference. Not more than two (2) weeks at the discretion of the Manager may be taken during July and August.

The vacation schedule for all employees covered by this Agreement shall be as follows:

- (i) 4% of earnings up until one year's service.
- (ii) After one (1) year of service (as of June 30th of the current year), two (2) weeks vacation with pay.

- (iii) After three (3) years of consecutive service - three (3) weeks vacation with pay.
- (iii.a) Employees who complete their years of service after June 30th shall not be entitled to three (3) weeks holidays with pay in that year but subject to the month in which they complete their years of service, be entitled to holidays with pay on the following basis.
 - JULY - 2 weeks plus four (4) days
 - AUGUST - 2 weeks plus three (3) days
 - SEPTEMBER - 2 weeks plus two (2) days
 - OCTOBER - 2 weeks plus one (1) day
 - NOVEMBER - 2 weeks only
 - DECEMBER - 2 weeks only
- (iv) After ten (10) years of consecutive service - four (4) weeks vacation with pay.
- (iv.a) Employees who complete their years of service after June 30th shall not be entitled to four (4) weeks holidays with pay in that year but, subject to the month in which they complete their years of service, be entitled to holidays with pay on the following basis.
 - JULY - 3 weeks plus four (4) days
 - AUGUST - 3 weeks plus three (3) days
 - SEPTEMBER - 3 weeks plus two (2) days
 - OCTOBER - 3 weeks plus one (1) day
 - NOVEMBER - 3 weeks only
 - DECEMBER - 3 weeks only
- (v) After Seventeen (17) years of consecutive service - five (5) weeks vacation with pay.
- (v.a) Employees who complete their years of service after June 30th, shall not be entitled to five (5) weeks holidays with pay in that year but, subject to the month in which they complete their years of service, be entitled to holidays with pay on the following basis:
 - JULY - 4 weeks plus four (4) days
 - AUGUST - 4 weeks plus three (3) days
 - SEPTEMBER - 4 weeks plus two (2) days
 - OCTOBER - 4 weeks plus one (1) day
 - NOVEMBER - 4 weeks only
 - DECEMBER - 4 weeks only
- (vi) After twenty-five (25) years of consecutive

service - six (6) weeks vacation with pay.

(vi.a) Employees who complete their years of service after June 30th, shall not be entitled to six (6) weeks holidays with pay in that year but, subject to the month in which they complete their years of service, be entitled to holidays with pay on the following basis:

JULY	- 5 weeks plus four (4) days
AUGUST	- 5 weeks plus three (3) days
SEPTEMBER	- 5 weeks plus two (2) days
OCTOBER	- 5 weeks plus one (1) day
NOVEMBER	- 5 weeks only
DECEMBER	- 5 weeks only

ARTICLE 32 - CLOTHING SUPPLIED BY THE CORPORATION

- 32.1 The employee shall be provided with the following items of clothing and footwear:
- a) garbage employees will get two changes per week of coveralls and pants and shirts;
 - b) all other Operations Division employees will receive one change per week of coveralls and pants and two changes of shirts;
 - c) the welder and fleet maintenance operator in the Operations Division will receive two (2) changes per week of coveralls, shirts and pants;
 - d) Parks and Facility employees will receive three shirts and three pair of pants yearly along with one pair of coveralls, one light jacket and one parka to be replaced as required;
 - e) one pair of short rubber boots;
 - f) one pair of 9" high-cut leather boots. Employees assigned on a permanent basis to the asphalt crew will receive one pair of appropriate thick soled shoes per year, if requested;
 - g) one pair of overshoes;
 - h) optional shirts may be designated by Parks and Facility employees, within the provisions of article 31.1(d), by providing any combination of long sleeve, short sleeve, golf type summer shirts or tee-shirts.
- 32.2 The employees shall be provided with the following items of clothing as required:

- a) waterproof rain suit;
- b) necessary clothing specially required by the nature of the work.

32.3

General requirements regarding the supply of clothing and footwear:

- a) clothing supplied for Operations Division employees shall be cleaned at the expense of the Corporation;
- b) clothing supplied for Parks and Facility Division employees shall be cleaned at the expense of the employee;
- c) all clothing or footwear for Operations Division employees will be replaced as needed upon the employee returning the old clothing or footwear;
- d) the coverall, light jacket and parka issued to Parks and Facility Division employees will be replaced as required upon the employee returning the old clothing. Footwear will be replaced as provided in (c) above. The purchase of replacement clothing will take place once a year on a bulk purchase arrangement unless extenuating circumstances dictate otherwise;
- e) issued clothing and footwear must be worn by employees on duty;
- f) the parka and jacket issued to Parks and Facility Division employees shall only be worn when on duty or while travelling to and from work;
- g) on termination of employment by a Parks and Facility Division employee, the last issue of the light jacket and parka will be returned to the Supervisor or the replacement cost will be deducted from the employee's last pay;
- h) the purchase of the yearly issue of clothing Parks and Facility employees will take place once per year on a bulk purchase arrangement;
- i) all clothing for Parks and Facility Division employees will be ordered by April 1st of each year.

32.4

In the event a permanent employee wishes to purchase one pair of insulated work boots, the Corporation will pay for the purchase of such boots up to and not exceeding a value of sixty-two dollars (\$62.00) plus tax, on the following conditions:

- a) the insulated boots purchased are certified safety boots having a steel safety toe and shank;

- b) a satisfactory proof of purchase or bill of sale is supplied the Corporation showing the type of insulated boot purchased and the total price paid;
- c) after the original purchase, additional insulated boots will be purchased under these provisions provided the previous insulated boots are returned and permission is received to replace;
- d) insulated boots will not be replaced by the standard safety boot supplied under Article 32.1(e);
- e) effective January 1, 1990, the above amount in Article 32.4 shall be sixty-five dollars (\$65.00) plus tax.

ARTICLE 33 - GROUP INSURANCE

33.1 All permanent employees shall be entitled to full coverage of group insurance while employed, when eligible. Seasonal and temporary employees shall be entitled to full coverage of group insurance with the exception of the Long Term Disability Plan, at the Corporation's expense while employed when eligible.

33.2 The Corporation agrees to pay 100% of the cost of Ontario Health Insurance, Group Medical and Life Insurance and Long Term Disability Insurance. The Group Life Insurance will provide coverage of 150% of an employee's current annual salary to the nearest \$1,000.00 with a maximum limit of \$75,000.00.

Effective January 1st, 1986 the Corporation will provide coverage under the current L.T.D. insurance contract of 66-2/3% of normal monthly earnings to a maximum monthly benefit of \$3,500.00.

Effective on ratification, the Corporation will provide eyeglass coverage under the benefit contract of \$125.00 every 24 months.

33.3 The Corporation will provide a dental plan equivalent to the Blue Cross #9 Plan, with benefits payable to the 1987 Ontario Dental Association Schedule of Fees. The cost of this plan will be 100% paid by the Corporation.

Effective January 1st, 1990, the Corporation will provide an orthodontic coverage under the dental plan to provide a benefit with a nil/nil deductible and 50% reimbursement to a \$1,000.00 lifetime maximum. Effective December 31st, 1990, the O.D.A. Schedule will be amended to the 1990 O.D.A. Fee Schedule.

- 33.4 The Corporation will provide benefits to retired employees prior to the retired employee's sixty-fifth (65th) birthday as outlined in the provisions of Appendix "B" attached.
- 33.5 In the event of lay-off or any authorized leave of absence the Corporation will continue payment of benefit plan premiums for a period of sixty (60) calendar days for a lay-off or thirty (30) calendar days for any authorized leave of absence. Benefits will be continued after the above period of time at the employee's expense for a maximum period of time as outlined in Article 9.5(f), provided that the employee makes payment of the total premiums in advance to the City Treasurer in accordance with the schedule drawn up by the Commissioner of Personnel.
- 33.6 In the event of sickness or accident the Corporation will continue payment of benefit plan premiums provided an employee is receiving full salary from the Corporation. In the event an employee is no longer receiving full salary from the Corporation, benefits will be continued at the employee's expense, for a maximum period of time as outlined in Article 9.5(f), provided the employee makes payment of the total premiums in advance to the City Treasurer in accordance with the schedule drawn up by the Commissioner of Personnel.

ARTICLE 34 - PENSIONS

- 34.1 It is agreed by both parties that it shall be a condition of employment that all eligible employees shall contribute to the Ontario Municipal Employees Retirement Plan.
- 34.2 The Corporation agrees to provide, effective January 1st, 1982, in addition to the basic O.M.E.R.S. pension, the Type I - 2% Supplementary O.M.E.R.S. Benefit.
- 34.3 The Corporation will provide benefits to retired employees prior to the retired employee's sixty-fifth (65th) birthday as outlined in the provisions of Appendix "B" attached.

ARTICLE 35 - SUPERVISORY PERSONNEL AND UNION WORK CLASSIFICATION

The Corporation and the Union agree that no person other than those normally employed on such classification shall perform the work normally done by a member of the bargaining unit except in cases of emergency. In the event of emergency, steps will be taken to deal with the immediate situation and every effort will be made to utilize the services of such members of the bargaining unit, who would normally perform the work required. Determination of a state of emergency, and the provision of adequate service shall be at the discretion of the Department Head through the Manager or the Director, it being understood that a Supervisor has the right to test equipment before and after repairs, for a reasonable length of time.

ARTICLE 36 - MATERNITY/ADOPTION LEAVE

36.1 An employee will be granted an unpaid leave of absence for pregnancy, upon request and provision of a certificate from a medical practitioner. The leave shall be granted for a maximum of up to seventeen (17) weeks and may commence eleven (11) weeks preceding the expected date of delivery stated on the medical certificate.

The employer may require the employee to commence a leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

The employee's return from such leave may be prior to a date which is six (6) weeks after the date of delivery provided that fitness to return is certified in writing by a medical practitioner and provided the employee gives the employer one (1) weeks notice of her intention to return.

If requested in writing at least four (4) weeks prior to the expiry of the maternity leave, an employee shall be entitled to an additional unpaid leave of absence. The maternity leave and unpaid leave of absence in combination will not exceed six (6) months from the commencement date of the maternity leave. The four (4) week notice period shall be waived in cases of reasonable, unforeseen, extenuating circumstances.

An employee returning from maternity leave shall be reinstated to her previous position or provided with alternative work of a comparable nature at a rate of pay not less than her wages at the time she commenced maternity leave.

An employee who is absent from work due to authorized maternity leave shall not lose seniority and service benefits for the first seventeen (17) weeks of maternity leave. During any unpaid leave of absence exceeding seventeen (17) weeks, an employee shall not lose seniority or service benefits but shall not acquire any seniority or service benefits.

The Corporation will continue payment of benefit plan premiums during the first seventeen (17) weeks of maternity leave. Benefits will be continued after the above period of time at the employee's expense for the remaining period of leave of absence, provided, the employee arranges payment with the Commissioner of Personnel prior to commencement of the leave of absence.

An employee who is prevented from returning to work by reason of personal illness, certified in writing by a



medical practitioner, at the end of the seventeen (17) week maternity leave shall be considered to be on sick leave.

- 36.2 An employee will upon request be granted an unpaid leave of absence for a maximum of six (6) months on the adoption of a child. All matters relating to seniority, service benefits and benefits are subject to the provisions of Article 36.1.

ARTICLE 37 - LEAD HAND

The Lead Hand rate shall be paid when an employee is in charge of one or more employees on a specific job and not under the supervision of a Supervisor. Notwithstanding the foregoing, employees may be appointed to this position on a full-time basis.

ARTICLE 38 - NO LOCKOUTS

- 38.1 The Corporation and the Union agree to follow procedures as outlined in this Agreement. The Union agrees that during the life of the Agreement there will be no strikes, picketing, slow down or stoppage of work either complete or partial. The Corporation and its Officers who are in positions of authority agree that no means prejudicial to the employees or any of them will be exercised and there will be no lockouts of employees.

- 38.2 The parties hereto mutually agree that the Agreement is subject to the Rules of Practice and Procedure and Regulations of the Labour Relations Act of the Province of Ontario, 1970, and as amended from time to time.

ARTICLE 39 - CONTRACTING OUT

Without restricting its right to determine the methods of which municipal services are to be provided, the Corporation agrees that no permanent employee shall be laid off from work as a direct result of contracting out present work or services of a kind presently performed by its employees.

ARTICLE 40 - DURATION OF AGREEMENT

- 40.1 This Agreement shall remain in force from the first day of January 1989 to the last day of December 1990 and thereafter shall automatically be renewed from year to year until notice of termination or proposed revision of any provision hereof, to be given by either party, in writing, to the proper official of the other party (the Commissioner of Personnel of the Corporation and the President of the Bargaining Unit) not earlier than ninety (90) days and not later than sixty (60) days prior to the expiring date. In the event that notice of such proposed revision be given, negotiations therein shall commence not later than thirty (30) days after the expiring date. All provisions hereof

not so terminated or proposed to be revised to continue in full force and effect.

40.2 The Corporation and Union shall do all such acts and things as may be requisite or necessary to the observance and carrying out of these provisions for Union security according to the true intent and meaning hereof.

ARTICLE 41 - RETROACTIVITY

This contract shall be retroactive to January 1st, 1989.

For greater clarity, retroactivity regarding all monetary items shall be as follows;

- 1) The following retroactive monetary payment shall apply only to employees who are in the active employ of the Corporation as of the date this Agreement is signed and entered into by the parties.
- 2) Retroactive payment of wages shall apply to all hours actually worked by each eligible employee and/or all wages paid by the Corporation under the sick leave provision or Worker's Compensation Board provision for the period from January 1, 1989 to the date of signing of this Agreement but shall not include retroactive payment of shift premiums or meal allowance and pay for this adjustment shall be computed as follows:

Eligible Employees
 Gross Pay from
 January 1/89 to date
 of signing, less
 shift permiums paid

X

The Percentage increase
 in the eligible employees
 posted hourly rate
 immediately prior to the
 signing of this Agreement
 versus the applicable new
 rate established by this
 Agreement.

= Gross Retroactive Pay.

Gross pay as computed above shall be paid to each eligible employee with the pay issued as soon as possible and shall be subject to all applicable payroll deductions.

- 3) All salary related insured benefits, i.e., Group Life and A.D. & D. and Long Term Disability shall be increased effective on the date of signing for each eligible employee. Annual salary for the computation of these benefits shall be; 2080 Hours X the employee's posted rate as established by Appendix "A" of this Agreement.

The above shall be the only retroactive monetary benefits to be paid by the Corporation.

Signed this *10TH* day of *JULY*, 1989 at Waterloo, Ontario.

WATERLOO CIVIC EMPLOYEES UNION
LOCAL NO. 1542
CANADIAN UNION OF PUBLIC EMPLOYEES

PRESIDENT

SECRETARY

THE CORPORATION OF THE CITY OF WATERLOO

MAYOR

CLERK

APPENDIX "A"

WAGE SCHEDULE

CLASSIFICATION	JAN.1/89 RATE PER HOUR	JAN.1/90 RATE PER HOUR
Labourer	\$ 11.34	\$ 11.91
Labourer (after 3 months)	12.00	12.60
SKILLED LABOUR:	12.23	12.84
Cement Finisher Asphalt Raker & Sprayer Pipe Layer Wildlife & Park Attendant Sewer Maintenance Crew		
LIGHT EQUIPMENT OPERATOR	12.50	13.13
Tractor Operator Small Snow Plow Operator Walk Snow Blower Operator Roller Truck Driver -- Trucks over 23,000 G.V.W 2 Wheel Drive Front End Loader under 1-1/2 cubic yards. Traffic Technician Water Maintenance Operator Arena & Facility Attendants Crematorium Operator MT Trackless Snow Plow		
MEDIUM EQUIPMENT OPERATOR	13.12	13.78
Flusher Truck 4 Wheel Drive Front End Loader under 2 cubic yards. Street Sweeper Trucks over 23,000 GVW when mounted with plow and/or wing. Equipment Maintenance Operator Building Maintenance Operator Backhoe Tractor Water Meter Repair Operator Tandem Trucks - While Operated Arena and Facility Attendants while actively working in a Facility/Arena Grass Mowers 12 Feet Wide or Wider While Operated.		

APPENDIX "A" (continued)

CLASSIFICATION	JAN.1/89 RATE PER HOUR	JAN.1/90 RATE PER HOUR
HEAVY EQUIPMENT OPERATOR	\$ 13.63	\$ 14.31
Garbage Packer Operator		
Grader		
4 Wheel Drive Front End Loader		
-- 2 cubic yards and over		
Backhoe Tractor		
-- 1-1/2 cubic yards Front & 1/2 cubic yard Back Bucket		
Welder		
Fleet Maintenance Person		
TEMPORARY LEAD HAND	13.12	13.78
PERMANENT LEAD HAND	13.63	14.31

A premium of forty-five cents (\$.45) per hour will be paid when climbing or when working in the bucket of a Bucket Truck.

All new employees who are hired in a category, other than labourers, shall receive five percent (5%) per hour less than the regular rate while on probation.

APPENDIX "B"

BENEFITS TO RETIREES

The Corporation will pay 90% of the premium cost of O.H.I.P., Extended Health Care and Dental coverage for an employee voluntarily electing retirement until the retired employees's 65th birthday, subject to the following conditions.

- 1) This program will be extended only to employees voluntarily electing retirement before the age of 65 and within 10 years of their normal retirement date. This is interpreted to mean that the employee is 55 years of age or older for an age 65 normal retirement date or 50 years of age or older for an age 60 normal retirement date and is in receipt of a retirement pension from O.M.E.R.S.
- 2) The retiring employee must have a minimum of ten (10) years continuous employment with the Corporation at the time of retirement to be eligible for this program.
- 3) The above benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's 65th birthday.
- 4) The Corporation will bill the retired employee semi-annually in advance at the last address provided the Personnel Department for ten (10) percent of the premium cost of the benefits provided. In the event payment is not received by the Corporation as specified in the billing, all benefits will be cancelled forthwith and eligibility for future coverage shall cease. It will be the retired employee's responsibility to ensure that the City Personnel Department has a correct billing address at all times.
- 5) The benefits to be extended will be as follows:
 - a) Ontario Health Insurance Plan (O.H.I.P.).
 - b) The Extended Health Care Plan in effect at the time of retirement.
 - c) The Dental Plan in effect at the time of retirement.
- 6) Any future enhancements or additions to the benefit as outlined in Item 5 will be at the discretion of the Corporation.

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF WATERLOO
AND
THE WATERLOO CIVIC EMPLOYEES UNION
LOCAL 1542
CANADIAN UNION OF PUBLIC EMPLOYEES

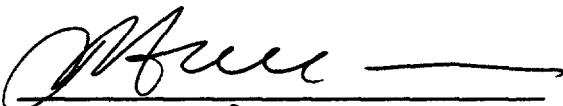
Re: "Labourer" Pay Rate to "Skilled Labour"

The Corporation agrees to adjust an individual labourer's pay rate provided the individual meets the following requirements:


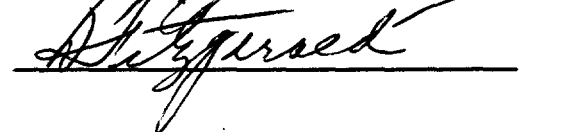
- 1) The individual has been classed as a permanent employee in the classification of "Labourer" for two (2) consecutive years.
- 2) Effective on ratification of this agreement, the individual has, and continues to have, a valid, in force, Class "D" driver's licence and subsequently, on renewal, a Class "DZ" driver's licence.
- 3) Each individual meeting these requirements will be responsible for making application to the Personnel Department by supplying a copy of the above driver's licence. On receipt of this documentation, the individual will be reclassified to the rate of "Skilled Labour".
- 4) It is understood that an individual will revert to the labourer's pay rate if, for any reason, they no longer hold a valid, in force, driver's licence as outlined above.

Dated at Waterloo, Ontario this *30TH* day of *MAY*, 1989.

For the Employer



For the Union

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF WATERLOO
AND
THE WATERLOO CIVIC EMPLOYEES UNION
LOCAL 1542
CANADIAN UNION OF PUBLIC EMPLOYEES

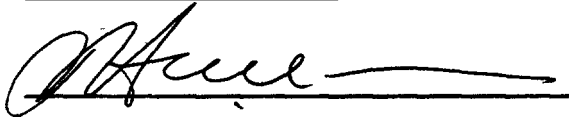
Re: Accidents & Sickness - Article 17.1

It is agreed that the parties will meet, at the call of the Commissioner of Personnel, to discuss and draft new procedures to effect the intent of Article 17.1 relative to Workers' Compensation top-up.

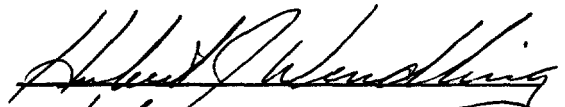

These procedures will be in place not later than December 31st, 1989.

Dated at Waterloo, Ontario this *30TH* day of *MAY*, 1989.

For the Employer



For the Union

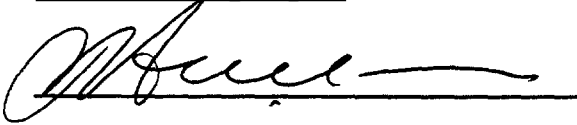
LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF WATERLOO
AND
THE WATERLOO CIVIC EMPLOYEES UNION
LOCAL 1542
CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Ontario Pay Equity Act, 1987

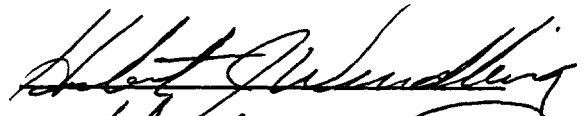

As of the effective date of the Act (January 1, 1988) based on information provided by the Employer, the Parties are agreed that there are no Female Job Classes in the Bargaining Unit(s) of the Union and, therefore, no Pay Equity will be required in accordance with Section 14 of the Act.

Dated at Waterloo, Ontario this *30TH* day of *MAY*, 1989.

For the Employer



For the Union

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF WATERLOO
AND
THE WATERLOO CIVIC EMPLOYEES UNION
LOCAL 1542
CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Overtime Task Force

Membership:

The task force shall consist of three (3) management staff one of whom shall be J. Innes, Director of Operations along with three (3) union members.

Meetings:

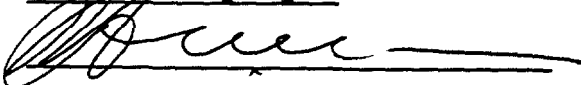
The task force shall meet as required and as agreed upon with the first meeting to be called by J. Innes within thirty (30) days of ratification of a collective agreement between the parties.

Purpose :

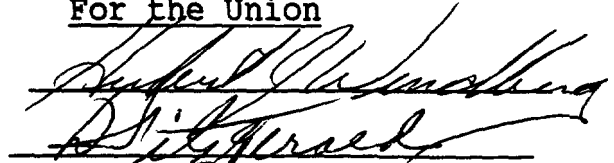
The general purpose of the Task Force shall be to develop a system of allocating overtime on a rotational basis and to specifically address the following issues:

- a) to distribute overtime as equitably as possible between employees who have indicated a willingness to work overtime hours;
- b) employees must be qualified to perform the necessary or required overtime work;
- c) a list(s) of employees will be established to be used on a rotational basis for overtime hours;
- d) employees will accept or reject overtime hours offered without explanation of the type of work required;
- e) the amount of overtime received by individual employees will be posted periodically, if feasible.

For the Employer



For the Union



Dated at Waterloo, Ontario this 30th day of MAY, 1989.