



2003-2005

STAFF ASSOCIATION AGREEMENT

BETWEEN

**THE CORPORATION OF THE
CITY OF WATERLOO**

AND

**THE STAFF ASSOCIATION OF THE
CITY OF WATERLOO**

WATERLOO, ONTARIO

0713308

January 1, 2003

December 31, 2005

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This agreement made this 14th day of August 2003, A.D.

between:

The Corporation of the City of Waterloo
hereinafter called "The Corporation"

of the first part

- and -

The City of Waterloo Staff Association
hereinafter called "The Association"

of the second part

Whereas the Association has presented to the Council of The Corporation of the City of Waterloo, 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 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 Corporation

And Whereas it is desirable and necessary that there shall be harmonious relations between the Corporation and its employees.

Now Therefore The Corporation And The Association covenant and agree each with the other of them as follows:

1.00 EMPLOYEES COVERED

1.01 This Agreement shall apply to the employees coming within the Job Classifications in Schedule "A" and schedule "B" included hereto. Membership in the Association shall be a condition of employment.

1.02 Each employee shall be required, as a condition of employment, to contribute to the Association such dues as are from time to time authorized, levied and collected from the general membership of the Association. **This** includes Regular Full Time and Regular Part Time employees. Management will contribute for social purposes only. Contract employees will also contribute for social purposes only.

1.03 Under the terms of this Agreement the Corporation on behalf of the Staff Association is authorized to deduct an amount equal to the normal monthly dues from the earnings of each employee covered by this Agreement.

1.04 Contracts of Temporary employees will not extend beyond twenty-four (24) continuous months at which time a decision must be made to make the employee Regular or to terminate.

2.00 SALARY SCHEDULE

2.01 It is agreed that the basis of payment for 2003 salaries is effective January 1, 2003 and July 1, 2003; 2004 salaries are effective January 1, 2004; and 2005 salaries are effective January 1, 2005.

2.02 The salary range for any position shall be as shown on Schedule "A" dated January 1, 2003 and July 1, 2003, January 1, 2004 and January 1, 2005. Schedule "B" dated January 1, 2003 and July 1, 2003, January 1, 2004 and January 1, 2005.

2003-January

Schedule "A"

January 2003 - Rates **35 Hour Workweek** Grades and Levels

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|------------|------------|------------|------------|------------|------------|
| 1 | 21,504.777 | 22,148.763 | 22,814.394 | 23,497.343 | 24,203.021 | 24,575.342 |
| 2 | 25,003.944 | 25,753.997 | 26,526.780 | 27,322.291 | 28,142.696 | 28,576.710 |
| 3 | 28,505.276 | 29,360.314 | 30,241.330 | 31,148.321 | 32,083.452 | 32,576.994 |
| 4 | 32,005.525 | 32,965.550 | 33,954.797 | 34,973.268 | 36,022.045 | 36,578.361 |
| 5 | 36,005.809 | 37,085.973 | 38,198.606 | 39,344.792 | 40,525.612 | 41,150.115 |
| 6 | 41,007.248 | 42,236.773 | 43,505.261 | 44,810.549 | 46,154.800 | 46,864.808 |
| 7 | 46,007.604 | 47,388.654 | 48,809.751 | 50,274.141 | 51,782.906 | 52,580.583 |
| 8 | 55,009.326 | 56,659.877 | 58,360.215 | 60,110.339 | 61,913.498 | 62,868.111 |

Schedule "B"

January 2003 Rates **40 Hour Workweek** Grades and Levels

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|------------|------------|------------|------------|------------|------------|
| 1 | 24,575.342 | 25,313.489 | 26,072.202 | 26,853.643 | 27,659.978 | 28,086.415 |
| 2 | 28,576.710 | 29,433.913 | 30,317.090 | 31,226.248 | 32,163.545 | 32,658.168 |
| 3 | 32,576.994 | 33,554.336 | 34,559.820 | 35,596.689 | 36,666.030 | 37,231.005 |
| 4 | 36,578.361 | 37,674.759 | 38,805.793 | 39,969.295 | 41,168.515 | 41,803.841 |
| 5 | 41,150.115 | 42,385.051 | 43,655.705 | 44,965.322 | 46,313.903 | 47,029.322 |
| 6 | 46,864.808 | 48,271.834 | 49,719.989 | 51,211.437 | 52,747.261 | 53,560.090 |
| 7 | 52,580.583 | 54,157.534 | 55,783.190 | 57,456.470 | 59,180.619 | 60,091.939 |

2003-July**Schedule "A"****2003 July Rates 35 Hour Workweek Grades and Levels**

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|----------------|---------------|---------------|---------------|---------------|---------------|
| 1 | 21,719.825 | 22,370.251 | 23,042.538 | 23,732.316 | 24,445.051 | 24,821.095 |
| 2 | 25,253.983 | 26,011.537 | 26,792.048 | 27,595.514 | 28,424.123 | 28,862.477 |
| 3 | 28,790.329 | 29,653.917 | 30,543.743 | 31,459.804 | 32,404.287 | 32,902.764 |
| 4 | 32,325.580 | 33,295.206 | 34,294.345 | 35,323.001 | 36,382.265 | 36,944.145 |
| 5 | 36,365.867 | 37,456.833 | 38,580.592 | 39,738.240 | 40,930.868 | 41,561.616 |
| 6 | 41,417.320 | 42,659.141 | 43,940.314 | 45,258.654 | 46,616.348 | 47,333.456 |
| 7 | 46,467.680 | 47,862.541 | 49,297.849 | 50,776.882 | 52,300.735 | 53,106.389 |
| 8 | 55,559.419 | 57,226.476 | 58,943.817 | 60,711.442 | 62,532.633 | 63,496.792 |

Schedule "B"**2003 July Rates 40 Hour Workweek Grades and Levels**

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|----------------|---------------|---------------|---------------|---------------|---------------|
| 1 | 24,821.095 | 25,566.624 | 26,332.924 | 27,122.179 | 27,936.578 | 28,367.279 |
| 2 | 28,862.477 | 29,728.252 | 30,620.261 | 31,538.510 | 32,485.180 | 32,984.750 |
| 3 | 32,902.764 | 33,889.880 | 34,905.418 | 35,952.656 | 37,032.690 | 37,603.315 |
| 4 | 36,944.145 | 38,051.507 | 39,193.851 | 40,368.988 | 41,580.200 | 42,221.879 |
| 5 | 41,561.616 | 42,808.902 | 44,092.262 | 45,414.975 | 46,777.042 | 47,499.615 |
| 6 | 47,333.456 | 48,754.552 | 50,217.189 | 51,723.551 | 53,274.734 | 54,095.691 |
| 7 | 53,106.389 | 54,699.109 | 56,341.022 | 58,031.035 | 59,772.425 | 60,692.858 |

2004 - January

Schedule "A"

2004 January Rates 35 Hour Workweek Grades and Levels

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|------------|------------|------------|------------|------------|------------|
| 1 | 22,371.420 | 23,041.358 | 23,733.814 | 24,444.286 | 25,178.403 | 25,565.728 |
| 2 | 26,011.603 | 26,791.883 | 27,595.809 | 28,423.379 | 29,276.847 | 29,728.351 |
| 3 | 29,654.039 | 30,543.535 | 31,460.056 | 32,403.598 | 33,376.415 | 33,889.847 |
| 4 | 33,295.348 | 34,294.062 | 35,323.175 | 36,382.691 | 37,473.733 | 38,052.469 |
| 5 | 37,456.843 | 38,580.538 | 39,738.010 | 40,930.387 | 42,158.794 | 42,808.465 |
| 6 | 42,659.840 | 43,938.915 | 45,258.523 | 46,616.414 | 48,014.838 | 48,753.460 |
| 7 | 47,861.710 | 49,298.417 | 50,776.784 | 52,300.189 | 53,869.757 | 54,699.580 |
| 8 | 57,226.202 | 58,943.270 | 60,712.132 | 62,532.786 | 64,408.612 | 65,401.696 |

Schedule "B"

2004 January Rates 40 Hour Workweek Grades and Levels

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|------------|------------|------------|------------|------------|------------|
| 1 | 25,565.728 | 26,333.623 | 27,122.912 | 27,935.845 | 28,774.675 | 29,218.298 |
| 2 | 29,728.351 | 30,620.100 | 31,538.869 | 32,484.666 | 33,459.736 | 33,974.292 |
| 3 | 33,889.847 | 34,906.576 | 35,952.581 | 37,031.236 | 38,143.671 | 38,731.415 |
| 4 | 38,052.469 | 39,193.052 | 40,369.666 | 41,580.058 | 42,827.606 | 43,488.536 |
| 5 | 42,808.465 | 44,093.169 | 45,415.030 | 46,777.424 | 48,180.353 | 48,924.604 |
| 6 | 48,753.460 | 50,217.189 | 51,723.705 | 53,275.258 | 54,872.976 | 55,718.562 |
| 7 | 54,699.580 | 56,340.083 | 58,031.253 | 59,771.966 | 61,565.598 | 62,513.644 |

2005 - January

Schedule "A"

2005 January Rates 35 Hour Workweek Grades and Levels

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|------------|------------|------------|------------|------------|------------|
| 1 | 23,042.562 | 23,732.599 | 24,445.829 | 25,177.615 | 25,933.755 | 26,332.700 |
| 2 | 26,791.951 | 27,595.640 | 28,423.684 | 29,276.081 | 30,155.152 | 30,620.202 |
| 3 | 30,543.660 | 31,459.841 | 32,403.857 | 33,375.706 | 34,377.708 | 34,906.542 |
| 4 | 34,294.208 | 35,322.884 | 36,382.871 | 37,474.171 | 38,597.945 | 39,194.043 |
| 5 | 38,580.548 | 39,737.954 | 40,930.150 | 42,158.299 | 43,423.558 | 44,092.719 |
| 6 | 43,939.635 | 45,257.082 | 46,616.279 | 48,014.907 | 49,455.284 | 50,216.064 |
| 7 | 49,297.562 | 50,777.369 | 52,300.087 | 53,869.195 | 55,485.850 | 56,340.568 |
| 8 | 58,942.988 | 60,711.568 | 62,533.496 | 64,408.769 | 66,340.870 | 67,363.747 |

Schedule "B"

2005 January Rates 40 Hour Workweek Grades and Levels

| Job Grade | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------|------------|------------|------------|------------|------------|------------|
| 1 | 26,332.700 | 27,123.631 | 27,936.599 | 28,773.920 | 29,637.915 | 30,094.846 |
| 2 | 30,620.202 | 31,538.703 | 32,485.035 | 33,459.206 | 34,463.528 | 34,993.521 |
| 3 | 34,906.542 | 35,953.773 | 37,031.158 | 38,142.173 | 39,287.981 | 39,893.357 |
| 4 | 39,194.043 | 40,368.843 | 41,580.756 | 42,827.459 | 44,112.434 | 44,793.192 |
| 5 | 44,092.719 | 45,415.964 | 46,777.481 | 48,180.747 | 49,625.764 | 50,392.342 |
| 6 | 50,216.064 | 51,723.705 | 53,275.416 | 54,873.516 | 56,519.165 | 57,390.118 |
| 7 | 56,340.568 | 58,030.285 | 59,772.190 | 61,565.125 | 63,412.566 | 64,389.053 |

3.00 VACATIONS AND RECOGNIZED HOLIDAYS

3:01 Regular employees shall receive annual vacation with pay based on their individual service date, following the completion of the required years of service. Vacation for Full Time Regular employees will be accrued at the appropriate rate on a monthly basis.

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

Regular Full Time/Part-Time Employees

| Years of Service (Individual Service Date) | Monthly Accrual Rate (Hrs) 35 hr Schedule | Monthly Accrual Rate (Hrs) 40 hr Schedule | # of Vacation Days | Regular/Part Time Rate |
|--------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-----------------------|---------------------------|
| Hire - 2 years | 5.833 | 6.667 | 10 | 4% |
| 2 years | 7.583 | 8.667 | 13 | 5% |
| 3 years | 8.750 | 10.000 | 15 | 6% |
| 4 years | 8.750 | 10.000 | 15 | 6% |
| 5 years | 9.333 | 10.667 | 16 | 6% |
| 6 years | 9.917 | 11.333 | 17 | 7% |
| 7 years | 10.500 | 12.000 | 18 | 7% |
| 8 years | 11.083 | 12.667 | 19 | 7% |
| 9 years | 11.667 | 13.333 | 20 | 8% |
| 10 years | 11.667 | 13.333 | 20 | 8% |
| 11 years | 12.250 | 14.000 | 21 | 8% |
| 12 years | 12.250 | 14.000 | 21 | 8% |
| 13 years | 12.833 | 14.667 | 22 | 8% |
| 14 years | 13.417 | 15.333 | 23 | 9% |
| 15 years | 14.000 | 16.000 | 24 | 9% |
| 16 years | 14.583 | 16.667 | 25 | 10% |
| 17 years | 14.583 | 16.667 | 25 | 10% |
| 18 years | 15.167 | 17.333 | 26 | 10% |
| 19 years | 15.167 | 17.333 | 26 | 10% |
| 20 years | 15.750 | 18.000 | 27 | 10% |
| 21 years | 15.750 | 18.000 | 27 | 10% |
| 22 years | 16.333 | 18.667 | 28 | 11% |
| 23 years | 16.917 | 19.333 | 29 | 11% |
| 24 years-30 years | 17.500 | 20.000 | 30 | 12% |

3.02 Employees covered by this Agreement shall be entitled to receive all statutory public holidays and the following recognized holidays:

| Recognized Holidays | Statutory Public Holidays |
|------------------------------|---------------------------|
| Easter Monday | New Years Day |
| Remembrance Day | Good Friday |
| Civic Holiday | Victoria Day |
| Floater (January 1-March 30) | Canada Day |
| | Labour Day |
| | Thanksgiving Day |
| | Christmas Day |
| | Boxing Day |

One (1) Floater Day to be taken by each employee between January 1st and March 30th each year as arranged with their Team Leader.

3.03 In the event that any of the recognized holidays except Remembrance Day, set out in Section 3.02 fall on a scheduled non-working day, a day ~~off~~ in lieu will be granted. If Remembrance Day falls on a non-working day, a floater holiday may be taken at any time up to June 30th of the year following Remembrance Day, subject to a suitable date being arranged with the employee's Team Leader. One floater day in lieu of Easter Monday, Remembrance Day, or Civic Holiday may be taken in the event an employee is required to work, subject to a suitable date being arranged with the employee's Team Leader.

4.00 SICK LEAVE AND RETIREMENT OR DEATH BENEFIT

4.01 (i) An employee shall be granted full salary during absence due to illness for a total period of eighteen (18) working days in any calendar year. These working days shall accumulate to the employee's credit at a rate of 1-1/2 days per month of service to a maximum of eighteen (18) days per year.

(ii) Employees will be entitled to use 5 days of the accumulated 18 days per year sick leave to be used for personal and/or family dependant care provided that adequate sick leave days have been accumulated on an annual basis.

(iii) Male employees shall be granted a one- (1) day paid leave of absence at the time of the birth or adoption of the employee's child.

(iv) If an employee is ill during their scheduled and approved vacation only, then 50% of those days may be transferred to sick leave and vacation days reinstated subject to the following:

Written request is received by their Director within (7) seven working days of their return to work.

And;

The request is supported by a medical certificate (cost is employee's responsibility). And;

Normal Statutory holidays, compressed days or any other day other than vacation, are not eligible.

4.02 In the event an employee is absent for a total period less than eighteen (18) working days in any calendar year, the employee shall be allowed a credit for the difference between eighteen (18) working days and the number of working days the employee was absent due to illness and such credit shall accumulate to an unlimited number of days, provided that there shall be no greater accumulation than eighteen (18) working days in any one year.

4.03 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 their accumulated sick leave credits to a 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 any 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 1st, 1985.

(iv) In the event of death, benefit coverage will be continued for the employee's spouse and dependents for twenty-four (24) months from the date of employee death.

4.04 The Corporation may grant a leave of absence for up to one (1) year without pay and without loss of seniority to employees for legitimate personal reasons such as education or skill development, personal or family care or military service. A request for such leave shall be made, in Writing, to the employee's Team Leader as far in advance as possible and the granting of such leave must have the approval of both the Team Leader and the Director of Human Resources.

Alternatively an employee may elect a paid sabbatical in duration of six (6) or twelve (12) months maximum and would only be eligible after three (3) years of continuous service with the Corporation. This sabbatical will be funded through a prepaid leave plan of payroll deductions. Details of the program are available through Human Resources

5.00 EMPLOYEE BENEFITS

@lease refer to the Benefits booklet for a complete listing of benefits)

5.01 The Corporation agrees to pay 100% of the premium cost of the Group Medical, Life Insurance and Long Term Disability Insurance. The Group Life Insurance will provide life insurance coverage equivalent to two (2) times the employee's normal salary with no maximum coverage to the nearest One Thousand Dollars (\$1,000).

Effective on ratification, the **prescribed drug plan** will provide coverage for all **drugs** legally requiring a prescription and only for those eligible expenses for medically necessary services required for the treatment of disease or bodily injury. Dispensing fee charges for these drugs will be capped at **\$6.50**, per prescription. Over-the-counter (OTC drugs) which do not require a prescription will not be eligible, with the exception of selected life-sustaining drugs.

The Corporation will provide Dependent Life Coverage for Seven Thousand Five Hundred Dollars (\$7500.00) per spouse and Four Thousand (\$4000.00) per child.

The Corporation will provide Vision Care coverage of Three Hundred Dollars (**\$300.00**) every twenty-four (24) months with no deductible. Effective on ratification, the Corporation will provide an eye examination by an Optometrist limited to one examination in a 24 month period for the employee and each insured dependent. This examination is in addition to the examination covered by the Provincial Health Insurance Plan.

The Corporation will provide hearing aid coverage at a maximum of Six Hundred Dollars (**\$600.00**) every three years subject to proof of application to the Ontario Assistive Devices program. Effective January 1, 2005 the Corporation will provide an audiology test to a maximum of Seventy-Five Dollars (\$75.00) per lifetime, provided that it is not covered by any other group insurance plan and is carried out by a qualified audiologist who is a member of the College of Audiologist and Speech Pathologists.

The Corporation will provide fertility therapy/drugs to a maximum of **\$2000/lifetime/family**.

The Corporation will provide 50% of the cost of a naturopath to a maximum of **\$150/year**.

The Corporation will provide coverage under the current L.T.D. insurance contract of 70% of normal monthly earnings to a maximum monthly benefit of **\$3,700.00** A.D. & D. Insurance will be increased to two (2) times annual salary with maximums as prescribed by the insurer.

5.02 The Corporation shall provide a Dental Plan with the benefits of such that the O.D.A. Schedule of fees will have a one-year lag and automatically be updated every January 1, to the fee guide one year behind the current guide. The Dental Plan shall be based on a 9-month recall.

The Corporation will provide an orthodontic maximum of Two Thousand Dollars (**\$2,000.00**) lifetime limit.

The Corporation will provide coverage for pits and fissures sealant for individuals under 19 years of age, and to provide coverage for crowns and bridges, caps and dentures on the basis of 50% reimbursement to a maximum of One Thousand Five Hundred Dollars (**\$1,500.00**) per year. The premiums of this plan shall be 100% paid by the Corporation.

5.03 Each employee who has completed the qualifying period, shall either join the Group Dental and Medical, or sign a waiver relieving the Corporation of any future responsibility, payment or right to future participation. Life Insurance Coverage and Long Term Disability Insurance is mandatory. Employees may choose to enter into or out of the Group Medical and Dental Plans only on their respective employment anniversary dates subject to the insurer's reinstatement requirements.

5.04 All Regular employees, and those Regular Part Time employees who following completion of the qualifying period, shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System integrated with the Canadian Pension Plan.

5.05 The Corporation will provide benefits to retired employees prior to the employee's sixty fifth (65th) birthday as outlined in the provisions of Appendix "C" attached and as may be amended from time to time with the approval of the Staff Association.

6.00 INCREASES AND ADJUSTMENTS

6.01 No change shall be made in any classification of any job nor shall any person receive a transfer from a job in one classification to a job in another classification except with the approval of the Chief Administrative Officer.

6.02 Pay for performance increases within the ranges as defined in Schedule "A" and Schedule "B" of this agreement shall be granted subject to a successful performance evaluation.

6.03 Employees who move to higher grade either through the Job Evaluation or Competition process will normally receive the minimum of that grade. If the employee's current salary is higher than the minimum of the new grade, then the employee's salary will be moved up to the nearest step above the employee's current salary within that new grade.

6.04 Employees engaged in a secondment or temporary transfer to a higher grade for a continuous period greater than one (1) month, shall be eligible to receive a lump sum payment or temporary salary increase of 5% over their current salary or the difference between their salary and 80% of the minimum of the new grade. Should a secondment be extended beyond 1 year, employees will move to the minimum of the new grade based on a successful performance evaluation. This payment shall exclude any overtime, which shall be calculated on the employee's base rate. Secondments to positions outside of Staff Association will not be eligible for overtime.

6.05 An Acting Pay premium of 5% on base daily salary will be granted to employees when appointed to the position of Organizational Leader/Team Leader for an accumulated period of three (3) weeks or more in any calendar year such payment to be made by December 31st.

7.00 PROBATIONARY PERIOD

7.01 The probationary period for new employees or those employees new to their position shall be for the first six months from the date of employment in that position or until their Team Leader/Director has confirmed completion of the employee's probationary period and appointment to permanent staff. Probationary periods will not extend beyond twelve (12) continuous months at which time a decision must be made to make the employee Regular or to terminate.

7.02 During the period referred to in section 7.01, the salary to be paid and the increases if any, will be set out in the "Terms of Hire".

8.00 HOURS OF WORK

8.01 All employees under Schedule "A" shall be required to work a thirty-five (35) hour week subject to an approved schedule. A one-hour unpaid lunch will be provided for in such schedule. All employees under Schedule "B" shall be required to work forty (40) hours per week subject to an approved schedule. It is understood that the Corporation has the right to set the schedule of work hours from time to time, at its discretion. Should the schedule of work hours be proposed to change, the employer will consult with the Staff Association President together with the affected employee(s) and establish a reasonable time frame for input and discussion of options. The schedule will only change in accordance with the provisions of the Employment Standards Act.

8.02 Employees are eligible to work a voluntary compressed work schedule or a flex time schedule.. Such allowances to work a compressed work week or a flex time schedule shall be up to the discretion of the employees Team Leader/Director and shall be subject to the ability of the schedule to:

- Create extended service availability
- Provide ample coverage
- Does not adversely impact the operations of the department

A compressed work week shall be as follows:

- For 35 hour a week - Employees must work 8 hours/day for 9 days - tenth day off
- For 40 hour a week - Employees must work 9 hours/day for 9 days - tenth day off

Compressed days must be consistent to one day in a two-week period. Days cannot be traded, exchanged or banked. Should the Team Leader require an individual to work on their compressed day, an alternate day may be arranged at a mutually convenient time. Conditions and terms of the Compressed Work Schedule can be obtained through Human Resources. At no time shall an employee work both a compressed and flex time work arrangement at the same time.

9.00 OVERTIME

All documented overtime must have Team Leader/Director approval prior to working and all accumulated time in lieu must be arranged with the Team Leader/Director and taken prior to April 30th of the following year. The employee and the Team Leader/Director will make reasonable efforts to schedule the lieu time.

9.01 Any authorized additional hours worked and taken as time off in lieu during a seventy (70) or eighty (80) hour pay period through adjusting or flexing the work day will be taken as straight time and not counted as bonus overtime earned. All extra hours worked during any pay period will be used in this manner.

9.02 All authorized extra hours worked and not taken in the manner above shall be added to the employee's overtime bank at the following rates:

| | |
|------------------------------------------|-------------------|
| Monday to Saturday | Time and one half |
| Saturday after 4:00 p. m. | Double Time |
| Sunday, Recognized or Statutory Holidays | Double Time |

9.03 This overtime provision shall not apply until an employee works more than one-half hour overtime on any one day.

9.04 Employees accumulating less than three (3) weeks (105 or 120 hours) of approved bonus hours will receive time-off as compensation for this overtime. Employees accumulating greater than three (3) weeks (105 or 120 hours) will receive paid overtime for any amount greater than three (3) weeks. At no time will paid overtime be granted without prior authorization of the Director of Human Resources

9.05 The payment for all paid overtime will be made at the end of each quarter (March 31st, June 30th, September 30th and December 31st) and will appear on the paycheck issued immediately after the above dates.

9.06 Where an employee is required to work three (3) or more continuous hours, contiguous with the regular workday, the employee shall be eligible for a meal allowance of ten dollars (\$10.00).

10.00 CALL-IN

10.01 In the event any employee is called in during off duty hours, the employee will be allowed a credit to their overtime of a minimum of three-(3) hours credit at the applicable rate.

11.00 STANDBY PAY

11.01 Employees required and designated by the Organizational Leader/Team Leader to be on call during off duty hours shall receive standby pay of:

- Effective on ratification: **One** Hundred and Seventy (\$170.00) per week,
- Effective January 1, 2004: **One** Hundred and Eighty (\$180.00) per week,
- Effective January 1, 2005: **One** Hundred and Ninety (\$190.00) per week.

In the event a full week is not worked the above amount will be prorated accordingly.

12.00 SHIFT PREMIUM

12.01 A shift premium of:

- Thirty Dollars (\$30.00) per week (effective upon ratification),
- Thirty-Two Dollars and Fifty Cents (52.50) per week (effective January 1, 2004),
- **Thirty-Five** Dollars (**\$35.00**) per week (effective January 1, 2005),

will be paid to any employee assigned to a permanent regularly scheduled non-rotating shift which starts before 7:00 a.m. or finishes after 5:00 p.m. In the event the full shift is not worked, the above premium will be prorated to reflect the period actually worked. This shift premium will not apply where the overtime provision of this agreement does apply to hours defined under the informal flextime policy.

13.00 CLOTHING ALLOWANCE

13.01 The Corporation agrees that employees required to wear City Uniforms will be issued the uniforms at City expense (By-Law and Parking Enforcement Officers and Mechanics) Employees working in an environment that causes damage to their clothing may receive a clothing expense up to a maximum of \$325.00 per annum. The level of reimbursement will depend on actual

need. **Purchases** must be pre-approved by the Team Leader and must be supported by receipts or it will not be paid. Clothing must comply with the Business Unit standard.

14.00 TRADESPERSON TOOLS

14.01 Upon submission of receipts and with prior Team Leader approval, each tradesperson shall be reimbursed for replacement and/or breakage of personal tools to a maximum of Three Hundred (5300.00) in any one year.

15.00 HUMAN RESOURCES POLICIES

15.01 The Corporation agrees that the Staff Association Executive shall have the opportunity to review and comment on all proposed Corporate Human Resources policies and changes to existing policies relating to Staff Association members within a reasonable time frame and prior to implementation.

16.00 CONFLICT RESOLUTION PROCESS

The **purpose of this** article is to establish a procedure for the resolution of issues that may arise between employees and supervisors.

16.01 Procedure

- 1) **An** employee, who has an issue regarding a decision of the corporation or their immediate supervisor, will contact their immediate supervisor and fully explain the issue.
- 2) If the employee is not satisfied with the immediate supervisor's response the employee will contact their Team Leader/Director and fully explain the issue. The Team Leader/Director will provide the employee with a written response to their concern within three (3) working days.
- 3) If the employee is not satisfied with the Team Leader/Directors response they will submit their issue in writing to that individual with copies to the Staff Association and Human Resources within three (3) working days. Upon receipt of the written complaint the Team Leader/Director will convene a meeting with the employee, the immediate supervisor and a Staff Association representative within the next five- (5) working days. Either party can also request the presence of a Human Resources representative at this meeting. The Team Leader/Director will provide the employee with a written decision within three (3) working days.
- 4) If the employee is not satisfied with the Team Leader/Directors decision they will submit a written request to the Staff Association President for the issue to go forward to the Conflict Resolution Committee. Upon consideration, the President may submit a written request to the Director of Human Resources to convene the Conflict Resolution Committee. This request must be signed by both the employee and the Staff Association Resident. Upon receipt of the written request the Director of Human Resources will convene a meeting of the Conflict Resolution Committee along with the employee, Team Leader and Director

within five (5) working days. The Director of Human Resources will provide the employee with a written decision within three (3) working days.

16.02 Conflict Resolution Committee

The Conflict Resolution Committee will be comprised of, the Director of Human Resources, (1) member of the Senior Management ~~Team~~ and two (2) members of the Staff Association.

17.00 WORKPLACE HARASSMENT

The City of Waterloo and the Staff Association agree that there will be no discrimination, interference, restriction, coercion, or harassment exercised or practiced by any of its employees or representatives with respect to any employee by reason of age, race, creed, colour, national ~~origin~~, political affiliation, ~~sex~~, sexual orientation, marital status or disability.

Harassment shall also be defined as a course of comment or conduct that is known or ought reasonably known to be unwelcome or any other behavior by any person in the workplace that is directed at an employee and

- a) is offensive or threatening to the employee (excluding job duties);
- b) endangering the employee's employment status or potential;
- c) undermines the performance of the employee's job;

Cases of harassment shall be considered as discrimination and be eligible to be processed as per City of Waterloo policy on workplace harassment. The Employer agrees that information and training regarding harassment is essential and will provide such training.

The procedure for resolution of harassment issues will be as per City of Waterloo policy on Workplace Harassment.

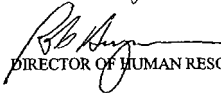
18.00 DURATION OF AGREEMENT

18.01 This agreement shall remain in force from the first day of January, 2003 to the last day of December, 2005, and thereafter shall be automatically renewed from year to year until notice of termination or of proposed revision of any provision hereof is given by either party, in writing, to the proper official of the other. (the Director of Human Resources of the Corporation and the President of the Association) not later than six (6) months prior to the expiring date: in the event that notice of such proposed revision is given in negotiations therein shall commence not later than thirty (30) days after the proposed revision of any provision hereof have been given by either party, all provisions hereof not so terminated or proposed to be revised, to continue in full force and effect.

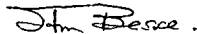
THE CORPORATION OF THE CITY OF WATERLOO

C.A.O. 

SEAL


DIRECTOR OF HUMAN RESOURCES

THE WATERLOO STAFF ASSOCIATION



PRESIDENT



SECRETARY

Appendix "A"

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF WATERLOO

-and-

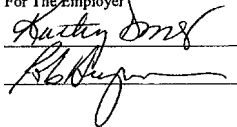
THE CITY OF WATERLOO STAFF ASSOCIATION

To confirm the Corporation's position concerning job security and Management Initiatives, the parties agree to the following:

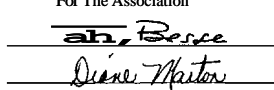
1. No permanent full time employee shall be terminated due to management training or efficiency initiatives.
2. Should redundancies occur the Corporation will endeavor to deal with these through attrition or voluntary early retirement or voluntary termination incentive programs.
3. The Corporation also reserves the right to transfer individuals to other work teams should initiatives identify efficiencies. These effected individuals will remain at their compensation level, however their future increases may be forfeit up to the point where their previous compa ratio is reached within the new position's grade.
4. It is understood that the Corporation does not guarantee employment to any staff for any item outside the boundaries of management efficiency or training initiatives such as:
 - Provincial and/or Federal grant or expenditure reduction programs
 - Council expenditure control or fiscal restrictions
 - Regional review or any other external technological changes
5. Reductions and/or position movement of staff association members shall be addressed with staff association executive prior to implementation.

Dated at Waterloo, Ontario this 14th day of August, 2003

For The Employer



For The Association



Appendix "B"

Benefits to Retirees

Effective July 1st, 1991 the Corporation will pay 100% of the premium cost of O.H.I.P., Extended Health Care and Dental coverage for an employee voluntarily electing retirement until the retired employee's 65th birthday.

1. **This** program will be extended only **to** employees voluntarily electing retirement before the age of 65 and within ten (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 and is in receipt of a retirement pension from O.M.E.R.S.
2. The retiring employees 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. It will be the retired employee's responsibility to ensure that the City Human Resources Department has a correct address at all times.
5. The benefits to be extended as follows:
 - a) Ontario Health Insurance Plan (O.H.I.P)
 - b) The Extended Health Care Plan and The Dental Plan in effect at time of retirement and as may be amended from time to time through negotiation and with the approval of the Staff Association.

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Appendix "C"

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF WATERLOO

-and-

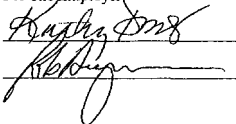
THE CITY OF WATERLOO STAFF ASSOCIATION

To confirm the Corporation's position on forty (40) hour work schedule within the City of Waterloo Staff Association, the parties agree to the following:

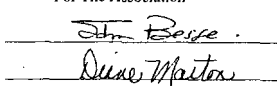
1. No changes to the current forty (40) hour work schedule will occur unless addressed with the Staff Association prior to implementation;
2. The Corporation agrees to support Staff Association initiatives to renew the current forty (40) hour work week,
3. When vacated, for purposes of efficiency and effectiveness and, if practical, positions currently deemed forty (40) hours may revert to a thirty-five (35) hour schedule;

Dated at Waterloo, Ontario this 14th day of August 2003

For The Employer



For The Association



Appendix "D"

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF WATERLOO

-and-

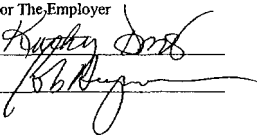
THE CITY OF WATERLOO STAFF ASSOCIATION

To confirm the Corporation's position on job evaluation within the City of Waterloo Staff Association, the parties agree to the following:

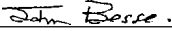
1. There shall be a moratorium on further job evaluation and reclassification for 2003, 2004 and 2005.
2. A review of the current compensation factors and compensation system will be undertaken by the Corporation. Representatives of the Staff Association will be included as part of any review team.
3. If recommended, a revised compensation system and evaluation factors will be introduced on January 1, 2006, subject to Council approval.

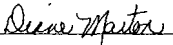
Dated at Waterloo, Ontario this 14th day of August 2003.

For The Employer



For The Association





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