



**2006-2007**

**STAFF ASSOCIATION AGREEMENT**

BETWEEN

**THE CORPORATION OF THE  
CITY OF WATERLOO**

RECEIVED  
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AND

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

WATERLOO, ONTARIO

January 1, 2006

December 31, 2007

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This agreement made this 6<sup>th</sup> day of April 2006, 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 to represent the Association's regular members 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:

## **100      EMPLOYEES COVERED**

1.01      This Agreement shall apply to the employees coming within the Job Classifications in Schedule "A", "B" and schedule "C" 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      Positions filled with contract employees for employment of periods beyond twenty-four (24) continuous months will become regular positions.

1.05      During the term of the Agreement there shall be a compulsory check-off of Staff Association Dues upon all employees of the Corporation to which this agreement applies.

1.06      The Corporation shall be notified in writing thirty (30) days prior to any change in the Staff Association dues.

1.07      Such Deductions will be made by The Corporation from the payroll bi-weekly and shall be forwarded to the Treasurer of The Association not later than the 15<sup>th</sup> day of the month following, in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.

1.08 The Corporation agrees to acquaint new employees with the fact that a Staff Association agreement is in effect. A designate of the Association in a given work area will be allowed twenty (20) minutes to orient the new employee with the agreement and the Association's function within one (1) month of the hire date. The timing of the orientation session will be mutually agreed upon by the Association designate and the designate's Director/Manager.

## **2.00 SALARY SCHEDULE**

2.01 It is agreed that the basis of payment for 2006 salaries is effective January 1, 2006 and the basis of payment for 2007 salaries is effective January 1, 2007.

2.02 Salary ranges will show only a minimum and maximum for the range for 2006 and 2007. The Corporation will review the ranges as well as a step system at the completion of the Market Salary survey initiative.

## 2006 January

### Schedule "A"

Staff Association Salary Ranges for Grades 1 to 8

January 1, 2006 Annual based on 35 hr work week = 3.25%		
Job Grade	Minimum	Maximum
1	22,460.71	27,324.47
2	26,563.29	32,315.44
3	31,415.22	38,218.03
4	34,164.09	41,562.15
5	40,404.37	49,153.74
6	47,784.48	58,131.98
7	51,965.62	63,218.51
8	61,457.47	74,765.78

### Schedule "B"

Annual based on 40 hour work week		
Job Grade	Minimum	Maximum
1	25,669.38	31,227.97
2	30,358.04	36,931.93
3	35,903.11	43,677.76
4	39,044.68	47,499.59
5	46,176.43	56,175.70
6	54,610.84	66,436.55
7	59,389.28	72,249.73
8	70,237.10	85,446.61

### Schedule "C"

Hourly rates		
Job Grade	Minimum	Maximum
1	12.34	15.01
2	14.60	17.76
3	17.26	20.99
4	18.77	22.84
5	22.20	27.00
6	26.26	31.94
7	28.55	34.74
8	33.77	41.08

**2007 January****Schedule "A"**

Staff Association Salary Ranges for Grades 1 to 8

January 1, 2007		=
Job Grade	Minimum	Maximum
1	23,134.53	28,144.20
2	27,360.18	33,284.90
3	32,357.67	39,364.57
4	35,189.01	42,809.00
5	41,616.50	50,628.35
6	49,218.01	59,875.93
7	53,524.59	65,115.0
8	63,301.18	77,008.75

**Schedule "B"**

Job Grade	Minimum	Maximum
1	26,439.46	32,164.80
2	31,268.78	38,039.89
3	36,980.20	44,988.09
4	40,216.02	48,924.58
5	47,561.72	57,860.97
6	56,249.16	68,429.64
7	61,170.96	74,417.22
8	72,344.22	88,010.00

**Schedule "C"**

Job Grade	Minimum	Maximum
1	13.12	15.97
2	15.52	18.88
3	18.36	22.33
4	19.96	24.29
5	23.61	28.72
6	27.92	33.97
7	30.37	36.94
8	35.91	43.69

### 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

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	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:

<b>Recognized Holidays</b>	<b>Statutory Public Holidays</b>
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 Director/Manager.

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 Director/Manager. 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 Director/Manager.

#### **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) 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/Manager 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 Director/Manager as far in advance as possible and the granting of such leave must have the approval of both the Director/Manager and the Chief Human Resources Officer.

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**

*(please refer to the Benefits booklet dated January 1, 2006 for a complete listing of benefits)*

5.01 The Corporation agrees to pay 100% of the premium cost of the Extended Health Care, Life Insurance and Long Term Disability Insurance programs. 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).

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 \$7.50 in 2006, and \$9.00 in 2007 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 dollars (\$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 in 2006 and Three Hundred and fifty dollars (\$350.00) every twenty-four (24) months with no deductible in 2007. Vision care includes glasses, contact lenses and laser surgery. 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.

The Corporation will provide hearing aid coverage at a maximum of Six Hundred dollars (\$600.00) every three years, Seven Hundred dollars (\$700.00) every three years effective in 2007, 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) every three (3) years effective January 1, 2007 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 100% 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 \$4,500.00 A.D. & D. Insurance will be equal to two (2) times annual salary with maximums as prescribed by the insurer.

Should benefits that are currently reimbursed under the Ontario Health Insurance Plan (OHIP) cease to be reimbursed by OHIP, the employees shall be responsible for the cost of these benefits.

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 to Two Thousand dollars (\$2,000.00) lifetime limit in 2006 and Two Thousand Five Hundred dollars (\$2,500.00) lifetime limit in 2007.

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 Extended Health Care plan, 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 Pay for performance increases within the grade as defined in Schedule "A," "B" and Schedule "C" of this agreement shall be granted subject to a successful performance evaluation.

6.02 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 increased a minimum of 5% within that new grade.

6.03 Employees engaged in a secondment or temporary transfer or Acting Pay Capacity of a higher grade for an accumulated period greater than one (1) month, shall be eligible to receive a temporary salary increase of 10% 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.

## **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 Director/CMT member has confirmed completion of the employee's probationary period and appointment to permanent staff. Probationary periods will not extend beyond twelve (12) continuous months.

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. 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 discuss 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 apply to work a compressed work and/or flex time schedule. Such allowance to work a compressed work week and/or flex time schedule shall be at the discretion of the employees' Director/Manager, it is understood best efforts will be made between the Corporation and the employee to accommodate a mutually agreeable work schedule. The corporation reserves the right to terminate these alternate work schedules and 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 Corporation will not be unreasonable in these circumstances and reasonable notice will be given to the affected employee(s).

- Flextime is defined as the ability to flex work hours (outside of the business unit) within a pay period. Flex time requires that staff be present between the core hours of their Facility with the exception of their approved lunch period.
- A compressed work week schedule is an arrangement which enables employees to work a standard number of hours within fewer days, resulting in an earned day off. Employees will make application by 01 November in each calendar year for the coming year. Employees must choose one of the 4 possible schedules for compressed hours and remain on the schedule for the year.
- Vacation, sick time, etc. will be coded based on the schedule chosen. Days cannot be exchanged or banked. Should the Director/Manager require an individual to work on their compressed day off, an alternate day may be arranged at a mutually convenient time.

8.03 Core hours for each facility are listed here; facilities not listed here currently do not have core hours.

- City Hall – between 9:00 a.m. and 3:00 p.m.
- Service Centre - between 9:00 a.m. and 3:00 p.m. (excluding summer hours)

Approved schedules can flex the beginning and end of shifts up to thirty (30) minutes around the business unit hours of operation.

8.04 A fifteen (15) minute rest period shall be granted to all employees in the morning and in the afternoon of each regular working day. The fifteen (15) minute period to be from the time of leaving one's regular work area to the time of returning and assuming normal duties.



8.05 The Corporation and the Association shall review opportunities for part time and /or job share opportunities within the first 6 months of this agreement.

## 9.00 OVERTIME

9.01 All overtime must be documented and recorded with payroll and have Director/Manager approval prior to working.

9.02 Staff are encouraged to mutually arrange that any authorized additional hours worked for a planned event (ie.Council meetings, community events, public meetings, etc.) and taken as time off in lieu during a seventy (70) or eighty (80) hour pay period through adjusting or flexing the work day shall be taken as straight time and not counted as **bonused** overtime earned. All authorized hours worked exceeding your approved work schedule shall be added to the employee's overtime bank at the following rates:

Monday to Saturday	Time & one half
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 The overtime bank for 2006 will be an earned bank. With the exception of the floater holiday and Remembrance Day, employees shall use the following priority for taking time off:

Carry-over overtime  
 Carry-over vacation  
 Overtime and/or vacation time

Any such carry-over time accumulated in 2005 must be taken as time in lieu by April 30, 2006. Beginning in 2007, lieu time may be taken at a time mutually agreeable to the employee and Director/Manager and all accumulated time in lieu must be arranged with the Director/Manager and taken prior to April 30<sup>th</sup> of the following year, or will be paid out to the employee. The employee and the Director/Manager will make reasonable efforts to schedule lieu time.

9.05 In 2006, employees accumulating less than three (3) weeks (105 or 120 hours) of approved earned overtime hours will receive time-off as compensation for this overtime. Employees accumulating greater than an earned three (3) weeks (105 or 120 hours) may elect to bank said time or receive paid overtime for any amount greater than three (3) weeks. Overtime will be paid out to the employee quarterly (March 31, June 30, September 30 and December 31).

9.06 In 2007, employees accumulating less than 56 hours on a 35 hour week or 64 hours on a 40 hour week of approved earned overtime hours will receive time-off as compensation for this overtime. Employees accumulating greater than an earned 56 hours on a 35 hour week or 64 hours on a 40 hour week may elect to bank said time or receive paid overtime for any amount greater than these amounts.

9.07 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) in 2006 and eleven dollars (\$11.00) in 2007.

## **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 Director/Manager to be on call during off duty hours shall receive a standby pay of:

- Effective January 1, 2006: Two hundred (\$200.00) 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 Eight Dollars and Fifty Cents (\$38.50) per week (effective January 1, 2006) 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 or to hours defined under the alternate work week schedule.

## **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)

Purchases must be pre-approved by the Director/Manager and must be supported by receipts or it will not be paid. Clothing must comply with the Business Unit standard. 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.

13.02     An employee may make a claim for re-imburement up to the same maximum for damage to personal clothing through hazards at work.

## **14.00     TRADESPERSON TOOLS**

14.01     Upon submission of receipts and with prior Director/Manager approval, each tradesperson shall be reimbursed for replacement and/or breakage of personal tools to a maximum of Three Hundred (\$300.00) in any one year.

Specialized tools shall be purchased and maintained at the expense of the corporation of the City of Waterloo and will remain the property of the City of Waterloo.

## **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      JOB POSTINGS**

16.01      The Corporation shall first post notice of Staff Association regular positions (**below Grade Level 8**) as an internal Staff Association posting for a minimum of five (5) business working days with, eligibility to Association members first. If no qualifying internal candidates are found then the position may be posted externally with provision of notification to the President of the Staff Association with the Corporation's intent.

16.02      Upon request, an unsuccessful applicant can request from Human Resources and/or the hiring Director/Manager, a meeting to discuss the reason(s) for their unsuccessful application.

16.03      The Association shall be notified monthly in writing of all appointments, promotions, hirings and termination of employment.

16.04      Any job that the Corporation considers to be redundant shall be discussed with the Association prior to the time it is declared redundant.

16.05      If the Corporation requires an employee to upgrade skills in order to perform his/her job which has undergone technological change, then the Corporation will provide fully subsidized training and assistance.

16.06      When new positions are created or existing positions re-classified, the Corporation will advise the Association in advance of the nature of the position and salary grade. Re-classification implies major changes to a position including grade level change, change in

regular hours of work, reporting structure change or changes in position requirements.

16.07 Any testing that is required to reflect the skills and abilities that are required to perform the job shall be coordinated by the Human Resources Department.

## **17.00 CONFLICT RESOLUTION PROCESS**

The purpose of this article is to establish a procedure for the resolution of issues that may arise between employees and the employer as to the interpretation, application or administration of this agreement.

Staff Association representatives are granted time during their regular work week period to undertake staff association duties or conflict resolution processes.

It is the mutual desire of the Parties hereto that an earnest effort to resolve issues without delay shall be made in the following manner:

### **17.01 Procedure (in working days)**

**Step 1:** An employee, who has an issue regarding a decision of the corporation or their immediate Director/Manager, will contact their immediate Director/Manager and fully explain the issue.

The Director/Manager shall meet with an employee within five (5) days of an employee's request.

**Step 2:** Failing satisfactory resolution of the concern at Step 1, the employee shall contact a member of the Staff Association executive. If the Staff Association executive decides to pursue the matter, the employee concerned along with a representative of the Staff Association executive shall request a meeting of the employees' General Manager to be held within five (5) days of the request.

The General Manager will, in conjunction with Human Resources, provide a written response regarding the issue to the employee within three (3) days of the above meeting.

**Step 3:** If the employee is not satisfied with the General Manager's response the employee will submit a written statement to the Chief Human Resources Officer along with a copy to the Association's President within five (5) days of receiving the response provided from Step 2.

Within five (5) days of receiving the written complaint the Chief Human Resources Officer will convene a meeting with the Conflict Resolution Committee at which time the issue will be reviewed and all attempts made for resolution of the issue.

**Step 4:** Failing resolution, the Chief Human Resources officer will convene a meeting with the Conflict Resolution Committee and the Chief Administrative Officer in order to have the Chief Administrative Office hear the concerns. The Chief Administrative Officer shall deliver a written decision within three (3) days to all members of the Conflict Resolution Committee and the employee impacted by the decision.

## 17.02 Conflict Resolution Committee

The Conflict Resolution Committee will be comprised of, the Chief Human Resources Officer, (1) member of the Corporate Management Team (different from that involved in Step 2) and two (2) members of the Staff Association Executive.

## 18.00 WORKPLACE HARRASSMENT

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.

## **19.00      BULLETIN BOARDS**

19.01      Bulletin Board space shall be provided in all departments. The Association shall have the right to post general notices of Staff Association activities but shall not, however, post notices of a political or civic personal nature.

## **20.00      PERSONNEL FILE**

20.01      Employees of the Staff Association shall have the right to see their own personnel file while in the presence of a member of the Human Resources Department at such time that is convenient to the Corporation and within two (2) working days of the employee's request.

## 21.00 DURATION OF AGREEMENT

21.01 This agreement shall remain in force from the first day of January, 2006 to the last day of December, 2007, and thereafter shall be automatically renewed from year to year until notice of termination or of proposed revision of any provision hereof to be given by either party, in writing, to the proper official of the other, (the Chief Human Resources Officer 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 be 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

CHIEF HUMAN RESOURCES OFFICER

\_\_\_\_\_  
THE CITY OF WATERLOO STAFF ASSOCIATION

PRESIDENT \_\_\_\_\_

VICE-PRESIDENT \_\_\_\_\_



**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 after consulting with Staff Association. 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
  - e 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 6<sup>th</sup> day of April 2006.

For The Employer

For The Association

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**Appendix "B"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**

**Benefits to Retirees**

Effective July 1st, 1991 the Corporation will pay 100% of 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 of Waterloo Human Resources Department has a correct address at all times.
5. The benefits to be extended are:
  - a) 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.

Dated at Waterloo, Ontario this 6<sup>th</sup> day of April 2006.

For The Employer

For The 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 job evaluation within the City of Waterloo Staff Association, the parties agree to the following:

1. 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 the review team.
2. Upon implementation of results of the internal Job Evaluation process, salary adjustments will be retroactive to January 01, 2006 within the Council approved budgeted amount for 2006.

Dated at Waterloo, Ontario this 6<sup>th</sup> day of April 2006.

For The Employer

For The Association

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**Appendix "D"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**

The parties agree that during the period of this agreement that a review of the impact of the improved overtime clauses will be conducted jointly by both parties to assess:

- 1. Financial impact.
- 2. Operational impact.
- 3. Equity of the application of provisions

as a foundation for considering the Association's request to introduce an Overtime system that allows individual employees to choose banked time or immediate payment.

Dated at Waterloo, Ontario this 6<sup>th</sup> day of April 2006.

For The Employer

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For The Association

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**Appendix "E"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**

The parties agree to review the current Performance Development Process during the 2006-2007 agreement:

Any changes contemplated for the 2006 evaluation period will require communication to Staff Association members prior to 30 June, 2006.

In the event that a revised process is not implemented, then the current process with a 3% pass/fail increase opportunity will remain for the 2006 evaluation period payable effective 01 May 2007.

Dated at Waterloo, Ontario this 6<sup>th</sup> day of April 2006.

For The Employer

For The Association

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