



**2008-2011**

**STAFF ASSOCIATION AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE  
CITY OF WATERLOO**

**AND**

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

**WATERLOO, ONTARIO**

**January 1, 2008 to December 31, 2011**

# INDEX

<u>Article</u>	<u>Clause</u>
1	Employees Covered
2	Salary Schedule
3	Vacations & Holidays
4	Sick Leave
5	Member Benefits
6	Increases and Adjustments
7	Probationary Period
8	Hours of Work
9	Overtime
10	Call-In
11	Standby Pay
12	Shift Premium
13	Clothing Allowance
14	Tradesperson Tools
15	Human Resources Policies
16	Job Postings
17	Conflict Resolution Process
18	Bulletin Boards and Intranet
19	Personnel File
20	Duration of Agreement
Appendix A	Job Security & Management Initiatives
Appendix B	Benefits to Retirees
Appendix C	Market Salary Survey Initiative
Appendix D	Job Sharing
Appendix E	New Charges & Levies

This Agreement made this 25th day of May, 2009, 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 Corporation in the matters of employment including salaries, working conditions, and the carrying out of various services on behalf of the Corporation.

**And Whereas** it is desirable and necessary that there shall be harmonious relations between the Corporation and the members of the Association.

**Now Therefore** the Corporation and the Association covenant and agree as follows:

## 1.0 GENERAL PROVISIONS

### ***Employees Covered***

1.01 (a) Members (hereinafter "Member(s)") of the Association shall mean all full-time and part-time regular employees of the Corporation with the exception of:

- General Managers of the Corporation <sup>1</sup>
- Deputy Chiefs of the Corporation
- Directors and Managers of the Corporation <sup>2</sup>
- employees within any recognized labour union
- contract employees and coop students

<sup>1</sup> General Managers include Chiefs, such as the Chief Human Resources Officer and the Chief Financial Officer.

<sup>2</sup> Directors and Managers are individuals employed by the Corporation that have regular full or part-time employees directly reporting to them, and who are responsible for managing, supervising, undertaking performance evaluations, hiring and/or disciplining the said regular staff.

(b) This Agreement shall apply to all Members of the Association.

(c) Membership in the Association shall be a condition of employment with the Corporation.

(d) This Agreement shall not apply to social members of the Association, with the exception of Article 1.01(d). Social members are persons whose affiliation with the Association is limited to social events only. It is agreed that the Association shall have the sole and absolute discretion to designate the following persons as social members of the Association:

- i.) General Managers
- ii.) Deputy Chiefs
- iii.) Directors and Managers
- iv.) Contract Employees

and shall have the right to authorize, levy and collect social dues from the said persons in any amount determined by the Association at its discretion, unless the said person provides the Association with written direction to be excluded from social membership.

### ***Dues***

- 1.02 As a condition of employment and this Agreement, each Association Member shall be required to contribute to the Association such dues as are from time to time set, authorized, levied and collected by the Association at its sole and absolute discretion.
- 1.03 As a condition of employment with the Corporation, the Member shall agree in writing to pay the dues of the Association in accordance with the Association's collection practices as determined from time to time.
- 1.04 Under the terms of this Agreement, the Corporation on behalf of the Association is authorized to deduct an amount equal to the Association's dues from the earnings of each Member covered by this Agreement.
- 1.05 The due deductions set out in Article 1.04 shall be made by the Corporation from the payroll bi-weekly and shall be forwarded to the Treasurer of the Association monthly, or more frequently if agreed to by the Corporation and the Association, accompanied by a list of all employees from whose wages the deductions have been made to the satisfaction of the Association.
- 1.06 The Association shall notify the Corporation in writing of any change in the Association's dues or collection practices, and it is agreed that the said change shall take effect thirty (30) days after the said written notification.

### ***Contract Employees***

- 1.07 Contract positions in the Corporation that exceed an employment period of twenty-four (24) continuous months will become regular positions.

### ***New Members***

- 1.08 The Corporation agrees to provide all new Members with a copy of this Agreement and any amendments thereto.
- 1.09 The Corporation agrees that a designate of the Association shall be permitted to welcome and orient a new Member with the Association and this Agreement within one (1) month of the hire date, provided the said orientation does not exceed twenty (20) minutes of work time. The timing of the orientation session shall be mutually agreed upon by the Association designate and the new Member's Director/Manager.

## 2.00 SALARY SCHEDULE

2.01 It is agreed that the annual salaries for the Association from January 1, 2008 to December 31, 2008 shall be as follows, based on a 2.40% cost of living adjustment effective January 1, 2008:

### Salary Based on 35 Hour Work Week

Pay band	Start Rate					Job Rate
	1	2	3	4	5	6
M	\$ 26,379.00	\$ 27,698.00	\$ 29,017.00	\$ 30,336.00	\$ 31,655.00	\$ 32,973.00
L	\$ 31,048.00	\$ 32,600.00	\$ 34,152.00	\$ 35,704.00	\$ 37,256.00	\$ 38,810.00
K	\$ 35,718.00	\$ 37,504.00	\$ 39,290.00	\$ 41,076.00	\$ 42,862.00	\$ 44,647.00
J	\$ 40,387.00	\$ 42,406.00	\$ 44,425.00	\$ 46,444.00	\$ 48,463.00	\$ 50,484.00
I	\$ 45,138.00	\$ 47,395.00	\$ 49,652.00	\$ 51,909.00	\$ 54,166.00	\$ 56,423.00
H	\$ 49,808.00	\$ 52,298.00	\$ 54,788.00	\$ 57,278.00	\$ 59,768.00	\$ 62,260.00
G	\$ 54,477.00	\$ 57,201.00	\$ 59,925.00	\$ 62,649.00	\$ 65,373.00	\$ 68,096.00
F	\$ 61,031.00	\$ 64,082.00	\$ 67,133.00	\$ 70,184.00	\$ 73,235.00	\$ 76,288.00
E	\$ 67,584.00	\$ 70,963.00	\$ 74,342.00	\$ 77,721.00	\$ 81,100.00	\$ 84,480.00

### Salary Based on 40 Hour Work Week

Pay band	Start Rate					Job Rate
	1	2	3	4	5	6
L	\$ 35,483.00	\$ 37,257.00	\$ 39,031.00	\$ 40,805.00	\$ 42,578.00	\$ 44,354.00
K	\$ 40,821.00	\$ 42,862.00	\$ 44,903.00	\$ 46,944.00	\$ 48,985.00	\$ 51,025.00
J	\$ 46,157.00	\$ 48,464.00	\$ 50,771.00	\$ 53,079.00	\$ 55,386.00	\$ 57,696.00
I	\$ 51,586.00	\$ 54,166.00	\$ 56,745.00	\$ 59,325.00	\$ 61,904.00	\$ 64,483.00
H	\$ 56,923.00	\$ 59,769.00	\$ 62,615.00	\$ 65,461.00	\$ 68,306.00	\$ 71,154.00
G	\$ 62,259.00	\$ 65,373.00	\$ 68,486.00	\$ 71,599.00	\$ 74,712.00	\$ 77,824.00
F	\$ 69,750.00	\$ 73,237.00	\$ 76,723.00	\$ 80,210.00	\$ 83,697.00	\$ 87,186.00
E	\$ 77,239.00	\$ 81,101.00	\$ 84,962.00	\$ 88,824.00	\$ 92,686.00	\$ 96,549.00

### Salary Based on Hourly Rates

Pay band	Start Rate					Job Rate
	1	2	3	4	5	6
M	\$ 14.49	\$ 15.22	\$ 15.94	\$ 16.67	\$ 17.39	\$ 18.12
L	\$ 17.06	\$ 17.91	\$ 18.76	\$ 19.62	\$ 20.47	\$ 21.32
K	\$ 19.63	\$ 20.61	\$ 21.59	\$ 22.57	\$ 23.55	\$ 24.53
J	\$ 22.19	\$ 23.30	\$ 24.41	\$ 25.52	\$ 26.63	\$ 27.74
I	\$ 24.80	\$ 26.04	\$ 27.28	\$ 28.52	\$ 29.76	\$ 31.00
H	\$ 27.37	\$ 28.74	\$ 30.10	\$ 31.47	\$ 32.84	\$ 34.21
G	\$ 29.93	\$ 31.43	\$ 32.93	\$ 34.42	\$ 35.92	\$ 37.42
F	\$ 33.53	\$ 35.21	\$ 36.89	\$ 38.56	\$ 40.24	\$ 41.92
E	\$ 37.13	\$ 38.99	\$ 40.85	\$ 42.70	\$ 44.56	\$ 46.42

- 2.02 It is agreed that the annual salaries for the Association effective January 1, 2009 shall be increased by 2.00% as a cost of living adjustment.
- 2.03 It is agreed that the annual salaries for the Association effective January 1, 2010 shall be increased by 2.15% as a cost of living adjustment.
- 2.04 It is agreed that the annual salaries for the Association effective January 1, 2011 shall be increased by 2.35% as a cost of living adjustment.

### 3.00 VACATIONS AND RECOGNIZED HOLIDAYS

3:01 Members shall receive annual vacation with pay, accrued in accordance with the table below:

Years of Service at the Corporation	Monthly Accrual Full Time Rate 35 hr Schedule	Monthly Accrual Full Time Rate 40 hr Schedule	Number of Vacation Days	Part Time Rate 35 hr and 40 hr Schedule
Hire – 2 years	5.833 hours / month	6.667 hours / month	10 days / year	4.0000000% hours worked/ year
2 years	7.583 hours / month	8.667 hours / month	13 days / year	5.0000000% hours worked/ year
3 years	8.750 hours / month	10.000 hours / month	15 days / year	5.7692308% hours worked/ year
4 years	8.750 hours / month	10.000 hours / month	15 days / year	5.7692308% hours worked/ year
5 years	9.333 hours / month	10.667 hours / month	16 days / year	6.1538462% hours worked/ year
6 years	9.917 hours / month	11.333 hours / month	17 days / year	6.5384615% hours worked/ year
7 years	10.500 hours / month	12.000 hours / month	18 days / year	6.9230769% hours worked/ year
8 years	11.083 hours / month	12.667 hours / month	19 days / year	7.3076923% hours worked/ year
9 years	11.667 hours / month	13.333 hours / month	20 days / year	7.6923077% hours worked/ year
10 years	11.667 hours / month	13.333 hours / month	20 days / year	7.6923077% hours worked/ year
11 years	12.250 hours / month	14.000 hours / month	21 days / year	8.0769231% hours worked/ year
12 years	12.250 hours / month	14.000 hours / month	21 days / year	8.0769231% hours worked/ year
13 years	12.833 hours / month	14.667 hours / month	22 days / year	8.4615385% hours worked/ year
14 years	13.417 hours / month	15.333 hours / month	23 days / year	8.8461538% hours worked/ year
15 years	14.000 hours / month	16.000 hours / month	24 days / year	9.2307692% hours worked/ year
16 years	14.583 hours / month	16.667 hours / month	25 days / year	9.6153846% hours worked/ year
17 years	14.583 hours / month	16.667 hours / month	25 days / year	9.6153846% hours worked/ year
18 years	15.167 hours / month	17.333 hours / month	26 days / year	10.0000000% hours worked/ year
19 years	15.167 hours / month	17.333 hours / month	26 days / year	10.0000000% hours worked/ year
20 years	15.750 hours / month	18.000 hours / month	27 days / year	10.3846154% hours worked/ year
21 years	15.750 hours / month	18.000 hours / month	27 days / year	10.3846154% hours worked/ year
22 years	16.333 hours / month	18.667 hours / month	28 days / year	10.7692308% hours worked/ year
23 years	16.917 hours / month	19.333 hours / month	29 days / year	11.1538462% hours worked/ year
24 + years	17.500 hours / month	20.000 hours / month	30 days / year	11.5384615% hours worked/ year

3.02 Members shall not receive less vacation pay than amounts prescribed in the *Employment Standards Act, 2000, S.O. 2000, c.41* based on total annual earnings.



**Unused Vacation Time Carried Forward**

3.03 Members will be permitted to carry forward any unused vacation time accrued in a given year to the following year. In the event the carry forward vacation time is not used by the end of the following year, the said time shall be paid out by the Corporation unless otherwise directed by the Member in accordance with a mutually agreed upon plan between the Member and his/her Director/Manager to use the said vacation time as time in lieu within a reasonable period of time not exceeding six (6) months. Members shall draw down carry over vacation time before current year vacation time.

**Vacation – Sick Leave and Parental/ Maternity Leave**

3.04 The Corporation agrees that if a Member is on sick leave or parental/maternity leave, their vacation time shall not be drawn down without prior consultation with the Member. In the event the time period to use the vacation time expires in accordance with this Agreement while the Member is on sick leave or parental/maternity leave, the said vacation shall be automatically paid out by the Corporation to the Member.

**Statutory Public Holidays and Recognized Holidays**

3.05 (a) Members will receive all Statutory Public Holidays and the following Recognized Holidays off:

Recognized Holidays	Statutory Public Holidays
Easter Monday	New Years Day
Remembrance Day	Family Day
Civic Holiday	Good Friday
Floater (December 24 to the following March 30)	Victoria Day
	Canada Day
	Labour Day
	Thanksgiving Day
	Christmas Day
	Boxing Day

The Corporation may direct a Member to work on a Recognized Holiday, subject to the terms and provisions of this Agreement. The Corporation may request a Member to work on a Statutory Public Holiday, and the decision to work shall be at the discretion of the Member, subject to the terms and provisions of this Agreement, unless specific authorization is otherwise granted to the Corporation through the *Employment Standards Act, 2000, S.O. 2000, c.41*.

In the event an unforeseen emergency occurs that could significantly damage municipal infrastructure or impact the public's health/well-being, the Corporation may request a Member to work on a Statutory Public Holiday to resolve the said emergency. If a Member elects to work on the Statutory Public Holiday to assist the Corporation in resolving the said emergency, the Corporation agrees, if the emergency work is beyond the Members typical scope of work:

- 1.) that a qualified supervisor will be on-site for emergencies that could impact the public's health/well-being;
- 2.) that a qualified supervisor will be either on-site or directly accessible by electronic or telephone means for emergencies that could damage municipal infrastructure or emergencies other than an emergency as set out in Article 3.05(a)(1);
- 3.) that the work shall be subject to the terms and provisions of this Agreement.

For the purpose of this Article, a supervisor is a qualified General Manager, Director or Manager of the Corporation.

- (b) For Members who do not work the holiday set out in Article 3.05(a), the said Members shall be paid in accordance with the following formula as set out in the *Employment Standards Act, 2000, S.O. 2000, C.41* and the said holiday pay shall be included on either the Member's paycheck immediately prior to the said holiday or immediately after the said holiday:

"the Member's regular wages earned plus vacation pay payable  
within the four (4) work weeks prior to the work week within  
which the public holiday falls"  
divided by  
twenty (20)

**(c) Regular Full-Time**

Where a Member works on a Recognized or Statutory Public holiday as set out in Article 3.05(a), the Member shall be paid a premium pay of two (2) times the Member's regular hourly rate multiplied by the number of hours worked, plus a paid day off in lieu which shall be taken within one hundred and eighty (180) days on a date agreed to by the Member and his/her Director/Manager. Holiday pay shall be included on either the Member's paycheck immediately prior to the said holiday or immediately after the said holiday. The above is inclusive of pay for all hours worked and holiday pay, meaning no additional premiums will be paid for the holiday day.

### **Regular Part-Time**

Where a Member works on a Recognized or Statutory Public holiday as set out in Article 3.05(a), the Member shall be paid a premium pay of two (2) times the Member's regular hourly rate multiplied by the number of hours worked, plus the holiday pay set out in Article 3.05(b). Holiday pay shall be included on either the Member's paycheck immediately prior to the said holiday or immediately after the said holiday. The above is inclusive of pay for all hours worked and holiday pay, meaning no additional premiums will be paid for the holiday day.

- (d) The "Floater Day" shall be taken between December 24 and the following March 30 on a date agreed to by the Member and his/her Director/Manager.

### **Recognized Holidays**

- 3.06 In the event that any of the Recognized Holidays (except Remembrance Day) set out in Article 3.05 fall on a non-scheduled work day of the Member, a day off in lieu will be granted.

If Remembrance Day falls on a non-scheduled work day of the Member, a floater will be granted, which shall be taken between November 11 and the following June 30 on a date agreed to by the Member and his/her Director/Manager.

### **Winter Closing**

- 3.07 The Association agrees that the Corporation may close its facilities and/or divisions on one or more of the following days, being December 24, 27, 28, 29, 30, 31 and January 2, in accordance with the following:
- (a) the Member shall record the time off as either:
    - overtime with pay
    - vacation with pay
    - floater (per the Recognized Holiday in 3.05) with pay
    - day off without pay
    - the Corporation agrees that the fourth or more day of closure shall be recorded as a day off with pay
  - (b) the Member shall not record the time off as a "personal day" as set out in Article 4.01(c).
  - (c) Members required to work shall be limited to:
    - i.) emergency workers operating out of the closed facility or division;and,

ii.) individuals required to meet the operational needs of the Corporation for essential municipal services, as determined by the Corporation, operated out of the closed facility or by the division. Emergency workers shall only be directed to work in the event of an unforeseen emergency that could significantly damage municipal infrastructure or impact the public's health/well-being.

If a Member is required to work, the Corporation agrees that a qualified supervisor is required to supervise the Member, and agrees that a supervisor will either be on-site or directly accessible by electronic or telephone means to provide necessary direction and supervision to the Member. If an emergency involves the public's health and well-being, a supervisor will be on the site to supervise the Member. For the purpose of this Article, a supervisor is a qualified General Manager, Director or Manager of the Corporation.

- (d) the Corporation agrees to notify the Association's Executive of the facilities and/or divisions to be closed, the days of closure, and the positions required to work on the days of closure (including all Members that could fill the said positions) by September 15<sup>th</sup> of each year.
- (e) this section of the Agreement shall not take effect until December 2009, excluding Article 3.07(d) which shall take effect September 2009.

#### **4.00 SICK LEAVE AND RETIREMENT OR DEATH BENEFIT**

##### ***Sick Leave***

4.01 (a) Members shall be granted full salary during absence due to illness (hereinafter "sick leave") provided the Member's sick bank contains sufficient hours to cover the sick leave. Where the Member's sick bank contains insufficient hours to cover the sick leave, any sick leave beyond the hours contained in the Member's sick bank shall be unpaid. The foregoing shall not apply after twenty-six (26) consecutive weeks. After twenty-six (26) consecutive weeks, the Member is directed to make application for long-term disability benefits available to them.

(b) *Regular Full-Time positions under standard work hours* - sick leave shall be accumulated at a rate of one and one-half (1.5) days per month of service to a maximum of eighteen (18) days per year, and shall be recorded in hours.

*Regular Part-Time* - sick leave accumulation shall be pro-rated based on the Member's regular hours of work.

- (c) Members will be entitled to use five (5) days per year of their accumulated sick leave for personal reasons. The Member is not required to disclose the specifics/reasons of the personal day taken in order to protect the Member's privacy. A Member shall only be entitled to "personal time" if they have sufficient hours in their sick bank to cover the personal time in the current year. Personal time taken shall be deducted from the Member's sick bank. The foregoing personal days shall be considered "personal emergency leave" under the *Employment Standards Act, 2000, S.O. 2000, c.41*, save and except the personal days are with pay.
- (d) Members shall be granted one (1) day leave of absence with pay at the time of the birth or adoption of the Member's child.
- (e) If an Member is ill during their scheduled and approved vacation and/or time off by means of overtime, the Member shall be permitted to transfer the hours they were ill to sick leave to a maximum of fifty percent (50%) of the approved vacation or overtime period, and the said hours identified as sick leave will be reinstated in the Members vacation or overtime bank as the case may be. Notwithstanding the foregoing, in order for the provision in 4.01(e) to take effect, the Member is required to provide their Director/ Manager a medical certificate/note within seven (7) working days of their return to work. The said medical certificate/note shall be at the Member's sole cost. Notwithstanding the foregoing, statutory public holidays, recognized holidays, compressed days or any other day other than vacation or overtime shall not be eligible for the transferring of sick leave in accordance with 4.01(e).
- (f) With respect to the reinstatement of overtime in 4.01(e), a minimum of five (5) consecutive working days, or four (4) consecutive working days contiguous with a Recognized or Statutory Holiday, must have been scheduled off before 4.01(e) takes affect.

### ***Accumulation of Sick Leave***

- 4.02 In the event a Member does not use all of their annual sick leave in a given year, their unused sick leave will remain as a credit in their sick bank and shall accumulate to an unlimited number of hours.

### ***Sick Leave Paid***

- 4.03 Upon termination of employment, retirement or death, following the completion of ten (10) years of continuous service with the Corporation, a Member shall be entitled to be paid fifty percent (50%) of their accumulated sick leave credits to a

maximum amount of fifty percent (50%) of their normal annual earnings at the rate in effect immediately prior to termination, retirement or death, subject to the following conditions:

- (a) 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 Member 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.
- (b) in the event of death, the beneficiary as shown on the Group Insurance Record shall be paid the monies owing.
- (c) the sick leave severance allowance as defined in this Article shall not apply to Members hired on or after June 1, 1985.
- (d) in the event of death, benefit coverage will be continued for the Member's spouse and dependants for twenty-four (24) continuous months from the date of Member's death.

### ***Leave of Absence***

4.04 The Corporation may grant a leave of absence for up to one (1) year without pay and without affecting the Member's length of service 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 Member's General Manager as far in advance as possible and the granting of such leave must have the approval of both the General Manager and the Chief Human Resources Officer.

### **Self Funded Leave**

- 4.05 A Member may, subject to the approval of their General Manager and the Chief Human Resources Officer, take a paid self funded leave subject to the following:
- (a) the Member's length of service shall remain unaffected.
  - (b) the self funded leave shall be for a period of six (6) or twelve (12) months.
  - (c) a Member is eligible to take the self funded leave only if they have been employed with the Corporation for at least three (3) continuous years.

(d) the funding for the paid self funded leave is agreed to by the Member and the Corporation, such as through a prepaid leave plan or payroll deductions managed by the Corporation's Human Resources Department.

**5.00 MEMBER BENEFITS** (please refer to the current Benefits Booklet for a complete listing of benefits)

5.01 The Corporation agrees to provide all Members of the Association (who work at least 17.5 hours each week and who have worked for the Corporation for at least three (3) months) with benefits, including but not limited to:

<b>Benefits</b>	<b>2008</b>	<b>2009</b>	<b>2010 and 2011</b>
Member Life Insurance (up to age 70) (see note below #1)	2 x annual earnings	2 x annual earnings	2 x annual earnings
Dependant Life Insurance (Spouse) (up to age 70) (see note below #1)	\$7,500.00	\$10,000.00	\$10,000.00
Dependant Life Insurance (Child)	\$4,000.00	\$5,000.00	\$5,000.00
Long Term Disability (up to age 65) (see note below #2)	70% of monthly earnings Maximum \$4,500/month	70% of monthly earnings Maximum \$4,500/month	70% of monthly earnings Maximum \$5,000/month
<b>EXTENDED HEALTH CARE</b>			
Drug: Pay Direct	100% Reimbursement	100% Reimbursement	100% Reimbursement
Dispensing Fee	\$9.00	\$11.00	\$12.50
Vision (see note below #3)	\$350 / 24 months	\$400 / 24 months	\$425 / 24 months
Hospital – ward to semi-private	100% Reimbursement	100% Reimbursement	100% Reimbursement
Supplementary Health Care	100% Reimbursement	100% Reimbursement	100% Reimbursement
Registered Nurse	\$25,000 / 36 months	\$25,000 / 36 months	\$25,000 / 36 months
Physiotherapist	\$750 / year	\$750 / year	\$850 / year
Massage Therapist	\$840 / year	\$840 / year	\$1,100 / year
Psychologist	\$300 / year	\$300 / year	\$300 / year
Health Aids (see note below #4)	100% Reimbursement	100% Reimbursement	100% Reimbursement
Miscellaneous Eligible Dental Expenses (see note below #5)	100% Reimbursement	100% Reimbursement	100% Reimbursement
Out-of-Province Referrals	\$75 / day for 60 days	\$75 / day for 60 days	\$75 / day for 60 days
Chiropractor	\$300 / year	\$350 / year	\$450 / year
Osteopath	\$300 / year	\$300 / year	\$300 / year
Naturopath	\$300 / year	\$300 / year	\$325 / year
Podiatrist or Chiropodist	\$300 / year	\$300 / year	\$325 / year
Orthopedic Shoes	\$150 / year	\$150 / year	\$150 / year
Hearing Aids	\$700 / 3 year	\$700 / 3 year	\$700 / 3 year
Hearing Tests	\$75 / 3 years	\$75 / 3 years	\$75 / 3 years
Fertility Therapy / Drugs	\$2,000 / lifetime	\$2,000 / lifetime	\$2,000 / lifetime
Out-of-Province Insurance	100% Reimbursement	100% Reimbursement	100% Reimbursement
<b>DENTAL INSURANCE</b>			
Preventive Services	No maximum	No maximum	No maximum
Endodontic Services	No maximum	No maximum	No maximum
Periodontal Services	No maximum	No maximum	No maximum
Denture Repairs	No maximum	No maximum	No maximum
Dentures	50% to an annual maximum of \$1,500	50% to an annual maximum of \$1,500	50% to an annual maximum of \$1,500
Crowns	50% to an annual maximum of \$1,500	50% to an annual maximum of \$1,500	50% to an annual maximum of \$1,500
Bridges	50% to an annual maximum of \$1,500	50% to an annual maximum of \$1,500	50% to an annual maximum of \$1,500
Orthodontic	50% to a life-time maximum of \$2,500	50% to a life-time maximum of \$3,000	50% to a life-time maximum of \$3,000

### **Notes to Benefits Chart**

1. Notwithstanding anything to the contrary in this Agreement, life insurance coverage shall cease on the individual's 70<sup>th</sup> birthday.
2. Notwithstanding anything to the contrary in this Agreement, Long-term Disability coverage shall cease on the Member's 65<sup>th</sup> birthday.
3. "Vision" shall include glasses, contact lenses, and laser surgery. In addition, an eye examination by an Optometrist limited to one examination in a 24 month period for the Member and each insured dependent.
4. "Health Aids" are to be set out in the benefit book. For clarity, the Corporation and the Association understand Health Aids to be the rental, or purchase subject to the insurer, of a wheel chair, hospital bed, walker and other similar equipment approved by the insurer and required for temporary therapeutic use. Includes trusses, crutches and braces. Includes artificial limbs or other prosthetic appliances. Includes oxygen. Includes licensed ground ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation. Includes emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
5. "Miscellaneous Eligible Dental Expenses" are to be set out in the benefit book. For clarity, the Corporation and the Association understand Miscellaneous Eligible Dental Expenses to be reasonable and customary charges for items of expense including services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 12 months of the accident but excluding services required in conjunction with such fracture or injury due to a condition that existed before the accident.

### ***Premium Cost***

- 5.02 The Corporation agrees to pay one hundred percent (100%) of the premium cost of the Extended Health Care, Life Insurance and Long Term Disability Insurance programs of the Association.



### ***Drug Coverage and Medical Services***

- 5.03 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 in accordance with the table set in Article 5.01. Over-the-counter (OTC drugs) which do not require a prescription will not be eligible, with the exception of selected life-sustaining drugs.
- 5.04 Should benefits that are currently reimbursed under the Ontario Health Insurance Plan (OHIP) cease to be reimbursed by OHIP, the Member shall be responsible for the cost of these benefits.

### ***Dental Plan***

- 5.05 The Corporation shall provide a Dental Plan with the benefits of such that the Ontario Dental Association's 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 coverage for pits and fissures sealant for individuals under 19 years of age, and provide coverage for crowns and bridges, caps and dentures on the basis of 50% reimbursement to the maximum set out in the chart in Article 5.01. The premiums on this plan shall be 100% paid by the Corporation.

### ***Requirement to Join Group Dental & Extended Health Care Plan***

- 5.06 Each Member who has completed the qualifying period shall automatically join the Group Dental and Extended Health Care plan, unless the Member provides a written waiver to the Corporation relieving the Corporation of any future responsibility, payment or right to future participation. Life Insurance Coverage and Long Term Disability Insurance is mandatory. Members 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.

### ***Part-Time Benefits***

- 5.07 Members working a part-time work schedule shall receive all benefits set out in 5.01 to 5.06 of this Agreement on a pro-rated cost-sharing basis as set out in the terms of their part-time employment with the Corporation.

## **OMERS**

- 5.08 All Members shall, following completion of the qualifying period, participate in the Ontario Municipal Employees Retirement System (OMERS) integrated with the Canadian Pension Plan (CPP) as a condition of employment.
- 5.09 Members working a part-time work schedule may participate in the Ontario Municipal Employees Retirement System (OMERS) once eligible.

### ***Provision of Benefits until 65<sup>th</sup> Birthday***

- 5.10 The Corporation will provide benefits to retired Members until the said Member's sixty fifth (65th) birthday as outlined in the provisions of Appendix "B" attached hereto, unless otherwise agreed to from time to time by the Association at its discretion.

## **6.00 INCREASES AND ADJUSTMENTS**

### ***Professional Development Process (PDP)***

- 6.01 Pay for performance increases shall be granted subject to a successful performance evaluation in accordance with the Corporation's annual Professional Development Process (PDP). The said performance increase shall mean the upward movement of the Member's pay at least one (1) full step within their pay band as set out in Section 2.0 of this Agreement. The Corporation agrees to undertake an annual Professional Development Process (PDP) every year.

### ***Job Evaluation (Job E) and Competition Process***

- 6.02 Members whose jobs are reclassified at a higher pay band, either through the Job Evaluation or a competition process, will normally receive the minimum of the higher pay band. Notwithstanding the foregoing, if the Member's current salary is higher than the minimum of the new pay band, then the Member's salary will be set at the step within the new pay band nearest (but higher) than the Member's current salary.

### ***Secondments, Temporary Transfer or Acting Positions***

- 6.03 (a) Secondments, temporary transfers and acting positions shall be voluntary.
- (b) Members engaged in a secondment, temporary transfer or acting capacity of a higher pay band for an accumulated period greater than 20 business days shall receive a temporary salary equal to Step 1 ("start rate") of the higher

pay band or maintain their permanent salary (whichever is greater), unless otherwise agreed to under the terms of the secondment, temporary transfer or acting position which shall not exceed ten (10) percent of the Member's current salary.

- (c) Members engaged in a secondment, temporary transfer or acting capacity in the same pay band for an accumulated period greater than 20 business days shall not receive any salary change, unless otherwise agreed to under the terms of the secondment, temporary transfer or acting position which shall not exceed five (5) percent of the Member's current salary.
- (d) Members engaged in a secondment, temporary transfer or acting capacity in a lower pay band for an accumulated period greater than 20 business days shall receive a temporary salary equal to the nearest (but greater) salary in the lower pay band to their permanent salary, unless otherwise agreed to under the terms of the secondment, temporary transfer or acting position. Notwithstanding the foregoing, the said salary shall not exceed Step 6 ("job rate") of the lower pay band.
- (e) a secondment, temporary transfer or acting capacity shall not exceed an employment period of twenty-four (24) continuous months, unless otherwise agreed to by the Member and the Association's Executive.
- (f) notwithstanding 6.03(b), (c) or (d), overtime shall be calculated on the Member's base rate of pay prior to their secondment, temporary transfer or acting capacity. Further, secondments, temporary transfers and acting positions outside of the Association will not be eligible for overtime, unless agreed to under the terms of the secondment, temporary transfer or acting position.

## **7.00 PROBATIONARY PERIOD**

### ***Probationary Period***

- 7.01 The probationary period for new Members or those Members new to their position shall be six (6) months from the date of hire or until their Director/Manager has confirmed completion of their probationary period and appointment to regular/permanent staff. Probationary periods will not extend beyond twelve (12) continuous months.
- 7.02 During the period referred to in Article 7.01:
  - (a) the salary to be paid and the increases if any, will be set out in the "Terms of Hire";

(b) a Member shall not be permitted to apply for any other job within the Corporation.

***Letter Confirming Regular Employment Status***

7.03 The Corporation agrees to provide a letter to the Member notifying them that their probationary period has ended and they are deemed to be a regular staff member of the Corporation. The said letter shall be provided within fifteen (15) business days of the end of the said probationary period.

**8.00 HOURS OF WORK**

***Hours of Work***

8.01 In accordance with the Member's terms of employment with the Corporation, Members will be required to work either a thirty-five (35) hour week subject to an approved schedule by their Director/Manager or a forty (40) hour week subject to an approved schedule by their Director/Manager. The said schedules shall be in general accordance with the Member's terms of hire with the Corporation and the core hours set out in Article 8.05, unless otherwise agreed to by the Member.

It is understood that the Corporation has the right to set the schedule of work hours from time to time, at its discretion acting reasonably. In the event the Corporation proposes a change to the schedule of work hours, the Corporation agrees to meet with and consult the Association's President (or his/her designate) together with the affected Member(s) and set out a reasonable timeframe for input and discussion of options. Any changes to the schedule of work hours will comply with the provisions of the *Employment Standards Act, 2000, S.O. 2000, c.41*.

In the event the Corporation decides to transition forty (40) hour work schedules to thirty-five (35) hour work schedules, it is agreed that existing Members working a forty (40) hour work schedule will be grandfathered until December 31, 2011, after which the said Members may be transferred to thirty-five (35) hour work schedules effective January 1, 2012 with annual salaries equal to or greater than their annual salary on December 31, 2011.

***Compressed, Flex-Time and Other Work Schedules (“Alternative Work Schedules”)***

8.02 Members are eligible to apply to work a compressed work schedule, flex-time schedule or an other work schedule subject to the following:

- (a) alternative work schedules may not be combined, except in accordance with the approved Alternative Work Schedule form.
- (b) Members must agree to one of the available alternative work schedules set by the Corporation from time to time.
- (c) the granting of permission to work a compressed schedule, flex-time or other work schedule shall be at the discretion of the Member’s General Manager, in consultation with the Director.
- (d) the Corporation reserves the right to terminate these alternative work schedules following consultation with the Association’s President (or his/her designate) together with the affected Member(s) and establish a reasonable timeframe for input and discussion of options. The Corporation will give reasonable notice to the Association’s President (or Vice-President in the President’s absence) and the affected Member(s) of any proposal to terminate an alternative work schedule.
- (e) for the purposes of this Agreement, flex-time is defined as the ability to adjust the time and/or duration of standard work hours within the Division, while maintaining the required 70 or 80 hours work within the bi-weekly pay period. Members will make application by November 1 in each calendar year for the coming year for flex-time work schedules. Flex-time requires the Member to be present between the core hours of their facility, with the exception of their approved lunch period. Approved schedules can flex the beginning and end of shifts up to thirty (30) minutes around the divisions hours of operation.
- (f) for the purposes of this Agreement, a Compressed Work Schedule is an arrangement which enables Members to work a standard number of hours within fewer days, resulting in an earned day off. Members will make application by November 1 in each calendar year for the coming year for compressed work schedules. Members must choose 1 of 5 possible schedules for compressed hours (the said schedules determined by the Corporation from time to time) and remain on the schedule for the entire year. Compressed days cannot be banked. Compressed days cannot be exchanged unless otherwise approved by the Director/ Manager. 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.

(g) for the purposes of this Agreement, an Other Work Schedule is an arrangement which enables Members to work a standard number of hours outside the core hours set out in Article 8.05.

(h) in accordance with 8.02(e), 8.02(f) and 8.02(g), it is understood that best efforts will be made between the Corporation and the Member to accommodate a mutually agreeable work schedule, acting reasonably.

### ***Lunch Break***

8.03 The lunch break shall not be:

- (a) taken at the beginning or end of the work day to shorten the work day; or,
- (b) skipped in order to accrue credit hours or provide entitlement to overtime or compensatory time.

The lunch break may be reduced from the standard one (1) hour in accordance with an approved alternative work schedule, in no circumstance may a lunch break be reduced to less than thirty (30) minutes.

### ***Alternative Work Schedules – Vacation***

8.04 Vacation for an alternative work schedule shall be calculated in accordance with the “Part Time Rate” column set out in Article 3.01 of this Agreement.

### ***Core Hours***

8.05 For the purposes of this Agreement, core hours for each facility are:

- (a) City Hall - between 9:00 a.m. and 3:00 p.m. (Monday to Friday)
- (b) Service Centre - between 9:00 a.m. and 3:00 p.m. (Monday to Friday)  
(excluding summer hours)
- (c) for recreation facilities, no core hours currently exist.
- (d) for all other facilities other than City Hall, the Service Centre and recreation facilities - between 9:00 a.m. and 3:00 p.m. (Monday to Friday)

### ***Rest / Break Period***

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

## **9.00 OVERTIME**

### ***Right to Bank or Request Payout for Overtime***

9.01 Members shall have the right to bank overtime to be taken at a time mutually agreed to by the Member and his/her Director/Manager or request payment for any authorized overtime worked subject to the terms and provisions of this Agreement.

- (a) Members must accrue thirty-five (35) overtime hours in a calendar year before they may request overtime to be paid out. The said thirty-five (35) overtime hours are to be banked for use as time-off.
- (b) where the Member requests payment for any authorized overtime worked, beyond the thirty-five (35) hours banked, the overtime shall be paid out with the next bi-weekly pay.
- (c) Members are encouraged to use their accumulated overtime for time-off, and the Member and the Director/Manager will make reasonable efforts to schedule time off.
- (d) overtime accrued in a calendar year may be carried forward until December 31 of that year. If the said overtime is not used as time in lieu by December 31, the overtime shall be paid out by the Corporation not later than the second pay in January, unless otherwise directed by the Member in accordance with a mutually agreed upon plan between the Member and his/her General Manager to use the said overtime as time in lieu within a reasonable period of time not to extend beyond December 31 of the following calendar year.

### ***Prior Approval Required for Overtime***

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

### ***Consistent Treatment - Overtime***

9.03 The Corporation agrees to treat all Members of the Association consistently with respect to overtime.

### ***Overtime Rates***

#### **9.04 Regular Full-Time**

All authorized hours worked each day exceeding a Member's approved work schedule shall be added to the Member's overtime bank at the following rates:

(a) Monday to Saturday: time and one-half (1.5)

(b) Sunday: double time

Overtime shall commence at hour one, meaning that overtime shall be accrued at the rates set out in (a) and (b) above (as the case may be) following the one-half (0.5) hour set forth in Article 9.05.

#### **Regular Part-Time**

For part-time work schedules, overtime shall be accrued after 35 hours or 40 hours per week (as if the work schedule was full-time), excluding Council meetings which shall be calculated at time and one-half (1.5).

### ***Overtime – Accumulates After 30 Minutes***

9.05 Overtime shall not apply until a Member works more than one-half (0.5) hour beyond their standard hours of work per day.

### ***Earned Bank***

9.06 The overtime bank will be an earned bank.

### ***Meal Allowance***

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 eleven dollars (\$11.00).

### ***Overtime – Sick Leave and Parental/Maternity Leave***

9.08 The Corporation agrees that if a Member is on sick leave or parental/maternity leave, their overtime shall not be drawn down without prior consultation with



the Member. In the event the time period to use the overtime expires in accordance with this Agreement while the Member is on sick leave or parental/maternity leave, the said overtime shall be automatically paid out by the Corporation to the Member.

## **10.00 CALL-IN**

### ***Definition – Call-in***

10.01 Call-in shall apply when the Corporation calls in a Member to come to work from an off-site location outside of the Member's standard work hours to undertake work on behalf of the Corporation, including but not limited to:

- facility repairs / maintenance
- technology repairs / maintenance
- unplanned attendance at corporate events (such as, but not limited to, Council meetings, community events, public meetings, open houses and the like)

that are not specified in the terms of employment of the Member, nor part of planned authorized overtime.

### ***Call-in Credited as Overtime***

10.02 In the event any Member is called in during off duty hours, the Member will be allowed a credit to their overtime of a minimum of three (3) hours at the applicable rate, but not less than time and one-half (1.5).

### ***Call-in Mileage***

10.03 In the event any Member is called in during off duty hours, the Member may claim a mileage allowance, unless driving a City vehicle, for the distance driven to a maximum of thirty (30) kilometers each way.

### ***Standby Pay and Call-in Pay***

10.04 Where a Member is on standby and called in to work, the Member shall receive both call-in pay and standby pay in accordance with this Agreement.

## **11.00 STANDBY PAY**

11.01 Members required and designated by their Director/Manager to be on call during off duty hours shall receive standby pay in the amount of fifty dollars (\$50.00) per day.

## **12.00 SHIFT PREMIUM**

12.01 A shift premium of one dollar and twenty-five cents (\$1.25) per hour will be paid to any Member assigned to a permanent regularly scheduled shift which starts before 7:00 a.m. or finishes after 5:00 p.m. This shift premium will not apply where the overtime provision of this Agreement apply or to hours defined under an approved alternative work schedule.

## **13.00 CLOTHING ALLOWANCE**

### ***Issuance of Uniforms***

13.01 The Corporation agrees that Members required to wear City Uniforms will be issued the uniforms at the Corporation's expense. Uniforms are typically issued to By-law & Parking Enforcement Officers, Electricians, and Mechanics.

### ***Purchasing Uniforms***

13.02 Purchasing of uniforms must be pre-approved by the Director/Manager and must be supported by receipts or they will not be paid by the Corporation.

### ***Compliance with City Standards***

13.03 Clothing must comply with the standards set by the Corporation.

### ***Clothing Allowance***

13.04 Members working in an environment that causes damage to their clothing and/or require clothing to undertake the work of the Corporation in a safe, healthy and lawful manner (such as work boots, hard hats, safety vests, etc.) may receive a clothing expense up to a maximum of \$325.00 per annum.

### ***Damaged Clothing At Work***

13.05 Recognizing the potential for certain hazards at work, Members who damage their clothing when undertaking the work of the Corporation may make a claim for re-imburement, to a maximum of \$325.00 per annum and subject to the approval of their Director/Manager.

## ***Embroidery***

13.06 The Corporation shall pay for the embroidery of clothing authorized under Article 13 where Corporate logos or wording is required.

## **14.00 TRADESPERSON TOOLS**

### ***Tradesperson Tool Allowance***

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) dollars in any one year.

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

### ***Secure Location For Tradesperson Tools***

14.02 The Corporation agrees to provide a secure location for each Member who is a tradesperson to store their tools within close proximity to the Member's area of work where the said tools are required.

## **15.00 HUMAN RESOURCES POLICIES AND REPORTS**

### ***Association Shall Review Human Resource Related Policies***

15.01 The Corporation agrees that the Association's Executive shall have an opportunity to review and comment on all proposed Corporate Human Resources policies and/or amendments to existing policies that affect one or more Members of the Association. It is agreed that the review and commenting opportunity stated above shall not be less than fifteen (15) business day prior to the Corporate Management Team's (CMT's) final consideration. The Association encourages the Corporation to consult its Executive at the early stages of Corporate Human Resources policy creation / modification.

### ***Association Shall Review Employment Related Reports***

15.02 The Corporation agrees to provide the Association with a final copy of all reports, briefing notes and corporate memorandums to be presented in open Council that deal with matters including but not limited to policy, conditions of employment, and financial arrangements affecting members of the Association. The said final copy shall be provided to the Association's Executive prior to the report, briefing note or memorandum being presented to Council, at the earliest opportunity of the Corporation acting reasonably.

## **16.00 JOB POSTINGS**

### ***Jobs To Be Presented Internally***

16.01 The Corporation shall first present all full-time and part-time job postings related to the Association as an internal posting for a minimum of seven (7) business days, with eligibility to qualified Association members first. For greater clarity, if a job becomes available where the terms of employment would require the successful candidate to be a member of the Association, it is agreed that qualified existing Members of the Association will be given priority consideration for the said job. If no qualified internal candidates from the Association exist following the internal posting, then the position may be advertised externally. If no qualified internal candidates from the Association are readily apparent, then the position may be concurrently posted internally and advertised externally subject to prior agreement by the Association's President (or Vice-President in the President's absence), acting reasonably.

### ***Unsuccessful Applicant Meeting***

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

### ***Secondment & Temporary Positions to be Posted if 6 Months or More***

16.03 Any job that seeks a secondment or temporary position for more than six (6) months shall be posted internally for a minimum of seven (7) business days, with eligibility to qualified Association members first. For greater clarity, if a job becomes available where the terms of employment would require the successful candidate to be a member of the Association, it is agreed that qualified existing Members of the Association will be given priority consideration for the said job. If no qualified internal candidates from the Association exist following the internal posting, then the position may be advertised externally. If no qualified internal candidates from the Association are readily apparent, then the position may be concurrently posted internally and advertised externally subject to prior agreement by the Association's President (or Vice-President in the President's absence), acting reasonably.

### ***Employment Reports to Association***

16.04 The Human Resources Department of the Corporation agrees to notify (in writing) the President of the Association (or Vice-President in the President's absence) by the 15<sup>th</sup> day of each month of all appointments, promotions, hirings

and termination of employment related to the Association from the previous month.

***Redundant Jobs***

16.05 Any Staff Association job that the Corporation considers to be redundant shall be discussed with the Association's Executive prior to the said job being declared redundant.

***Required Upgrading of Employee Skills***

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

***New Positions or Re-Classified Positions***

16.07 When new positions are created or existing positions re-classified, the Corporation will advise the Association fifteen (15) business days in advance of the nature of the position and pay band. Re-classification implies major changes to a position including pay band level change, change in regular hours of work, reporting structure change or changes in position requirements. New positions shall be posted in accordance with Article 16.01.

***Testing of Skills & Abilities***

16.08 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.

***Changes to Job Description through Job Evaluation***

16.09 Any substantive changes to a Members job description authorized and recognized as substantive by their General Manager shall proceed through a six (6) month trial period. Following the six (6) month trial period, the said General Manager shall determine in consultation with the Director/Manager if the changes to job description should or should not be permanent. In the event the General Manager determines that the changes to the job description should become permanent, the changes to the Members job description shall proceed through the Job Evaluation process prior to the said changes taking formal effect. In the event the General Manager determines that the changes to the job description should not become permanent, the six (6) month trial shall be treated as a secondment under the terms and provisions of this Agreement, and the member shall receive recognition for the duration of the work. Recognition shall be determined prior to the changes in the job description taking effect by

the General Manager, in consultation with the Director, and the Member, with prior notification to the President (or his/her designate) of the Association.

## **17.00 CONFLICT RESOLUTION PROCESS**

The purpose of this Article is to establish a procedure for the resolution of issues that may arise between Members and the Corporation as to the interpretation, application or administration of this Agreement.

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

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

**Step 1:** A Member who has a concern or issue regarding a decision of the Corporation or their immediate Director/Manager will contact the said Director/Manager and fully explain the concern or issue. The Director/Manager will meet with the Member at their earliest convenience, within five (5) business days of the Member's request. In the event the Director/Manager is unavailable due to scheduled vacation or off-site work commitments, the request for a meeting shall be with the Member's General Manager.

**Step 2:** Failing satisfactory resolution of the concern/issue at Step 1, the Member shall contact a member of the Association's Executive. If the Association's Executive determines that the concern/issue warrants pursuing with the Corporation, the Member along with a representative of the Association's Executive shall request a meeting with the Member's General Manager to be held at their earliest convenience, within seven (7) business days of the request. In the event the General Manager is unavailable due to scheduled vacation or off-site work commitments, the request for a meeting shall be with the Acting General Manager.

The General Manager or the Acting General Manager (as the case may be) will, in conjunction with Human Resources, provide a written response to the concern/issue to the Member within three (3) business days of the above meeting.

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

Within five (5) business days of receiving the written statement specified above, the Chief Human Resources Officer will convene a meeting with the *Conflict Resolution Committee* at which time the issue will be reviewed and reasonable attempts will be made to resolve the said concern/issue in a timely manner.

The *Conflict Resolution Committee* will be comprised of:

- the Chief Human Resources Officer;
- one (1) member of the Corporate Management Team, different from the individual involved in Step 2; and,
- two (2) members of the Association's Executive.

**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 five (5) business days to all members of the *Conflict Resolution Committee* and the Member presenting the concern/issue to the Corporation.

## **18.00 BULLETIN BOARDS AND INTRANET**

### ***Bulletin Boards***

18.01 Bulletin Board space for the Association shall be provided in all facilities by the Corporation, at the Corporation's expense. The Association shall have the right to post general notices of the Association's activities, but shall not post notices or materials that are not consistent with Corporate Policy.

### ***Intranet***

18.02 The Corporation agrees to provide the Association a page on the Intranet to allow for general communication amongst the Association's members. The Association agrees not to post notices or materials of a political or personal nature on the Intranet and shall also abide by any applicable Corporate Policy.

## **19.00 EMPLOYEE FILE**

19.01 Members of the Association shall have the right to see their own employee 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 Member's request.

**20.00 DURATION OF AGREEMENT**

20.01 This Agreement shall remain in force from the first day of January, 2008 to the last day of December, 2011, and thereafter shall be automatically renewed from year to year until notice of termination or of proposed revision to any provision contain herein is given by the proper official of either party to the other, in writing, at least six (6) months prior to the expiration of this Agreement. For the purposes of this agreement, proper officials shall include the Chief Administrative Officer and Chief Human Resources Officer of the Corporation and the President and Vice-President of the Association. In the event that a notice of termination or of proposed revisions is given, negotiations between the Corporation and the Association shall commence not later than thirty (30) days after the date of the said notice. It is agreed that all terms and provisions of this Agreement shall remain in full force and effect until a new agreement between the Corporation and the Association is reached.

**DATED** in Waterloo, Ontario this 25th day of May, 2009 A.D.

**THE CORPORATION OF THE CITY OF WATERLOO**

\_\_\_\_\_  
Mayor, Brenda Halloran

\_\_\_\_\_  
Clerk, Susan Greatrix

**THE CITY OF WATERLOO STAFF ASSOCIATION**

\_\_\_\_\_  
President, Staff Association, Joel Cotter

\_\_\_\_\_  
Vice-President, Staff Association, Lisa Morrison

<b>APPROVAL (including all schedules)</b>	<b>DATE</b>	<b>PRINT NAME</b>	<b>INITIALS</b>
Chair of Mgmt Negotiating Committee		C. Rapp	
Legal		See attached letter dated 13-May-2009	
Financial		B. Mavin	



**Appendix "A"**  
**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

To confirm the Corporation's position concerning job security and management initiatives, the Corporation and the Association agree to the following:

1. No regular/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, voluntary early retirement, voluntary termination incentive programs, or the relocation of the employee to an equal paying position in the Corporation that they are qualified to perform.
3. The Corporation reserves the right to transfer employees to other divisions/departments should organizational review initiatives identify efficiencies, subject to prior consultation with the Association's Executive. The affected employee(s) will remain at their current salary and shall be eligible for performance pay increase in accordance with the terms and provisions of the Agreement between the Corporation and the Association to which this Letter of Understanding is attached.
4. Excluding management training and efficiency initiatives as identified in Paragraph 1, it is understood that the Corporation does not guarantee employment to any staff.
5. Reductions and/or transferring of Association members shall be discussed with the Association's Executive prior to implementation.

Dated at Waterloo, Ontario this 25th day of May, 2009 A.D.

\_\_\_\_\_  
Mayor, Brenda Halloran

\_\_\_\_\_  
Staff Association President, Joel Cotter

\_\_\_\_\_  
Clerk, Susan Greatrix

\_\_\_\_\_  
Staff Association Vice-President, Lisa Morrison

**Appendix "B"**  
**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

**Benefits to Retirees**

Effective July 1, 1991, the Corporation will pay one hundred percent (100%) of Extended Health Care and Dental coverage of a retired member of the Association who voluntarily elects retirement, and the said coverage shall extend until the retired employee's 65th birthday, subject to the following:

1. This program will be extended only to Association 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 the Ontario Municipal Employees Retirement System (OMERS).
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's Human Resources Department has a correct address at all times.
5. The benefits to be extended are the Extended Health Care Plan and the Dental Plan in effect at the time of retirement and as may be amended from time to time through negotiation and with the approval of the Association.

Dated at Waterloo, Ontario this 25th day of May, 2009 A.D.

\_\_\_\_\_  
Mayor, Brenda Halloran

\_\_\_\_\_  
Staff Association President, Joel Cotter

\_\_\_\_\_  
Clerk, Susan Greatrix

\_\_\_\_\_  
Staff Association Vice-President, Lisa Morrison

**Appendix "C"**  
**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

To confirm the Corporation's position on Market Salary Survey initiatives within the City of Waterloo that affect the Association, the parties agree to the following:

1. The Corporation agrees to initiate a Market Salary Survey with respect to the salaries of the Association not later than January 31, 2011.
2. The Corporation agrees that a representative(s) of the Association's Executive will sit on any Market Salary Survey committee formed by the Corporation's Administration.

Dated at Waterloo, Ontario this 25th day of May, 2009 A.D.

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Mayor, Brenda Halloran

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Staff Association President, Joel Cotter

\_\_\_\_\_  
Clerk, Susan Greatrix

\_\_\_\_\_  
Staff Association Vice-President, Lisa Morrison

**Appendix "D"**  
**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

To confirm the Corporation's position on Job Sharing initiatives within the City of Waterloo that affect the Association, the parties agree to the following:

1. Members of the Association are eligible to apply to work a job share opportunity subject to the following:
  - (a) the granting of permission to work a job share work schedule shall be at the sole discretion of the General Manager, in consultation with the Director.
  - (b) job share opportunities shall only be considered for identical jobs and full-time positions.
  - (c) approved job share schedules shall remain in effect for 12 month or 24 month periods, in accordance with the terms of approval of the job share. The Member shall remain on the approved job share schedule for the entire 12 month or 24 month period set out in the terms of approval, unless otherwise agreed to by the Corporation.
  - (d) Members will make application by September 1 in each calendar year for the coming year for job share work schedules.
  - (e) the job vacancy temporarily created by the two (2) Members shall be filled with a contract, and the Member(s) shall have the individual right to return to the said job full-time following the expiration of the job share work schedule.
  - (f) if one or both Members decide not to come back to the job full-time, the said Member's job shall be assessed by the General Manager in consultation with the Director, and the Member may be offered a regular part-time job at the discretion of the General Manager, subject to employment terms and provisions agreed to by both the General Manager and the Member. In the event the General Manager elects not to turn the position into a regular part-time job, the Member may elect to return to the job full-time or elect not to return to the job. If the Member elects not to return to the job, the General Manager may recruit the job subject to the job posting requirements set out in this Agreement.

Appendix "D"  
Letter of Understanding - Job Sharing

Dated at Waterloo, Ontario this 25th day of May, 2009 A.D.

\_\_\_\_\_  
Mayor, Brenda Halloran

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Staff Association President, Joel Cotter

\_\_\_\_\_  
Clerk, Susan Greatrix

\_\_\_\_\_  
Staff Association Vice-President, Lisa Morrison

**Appendix "E"**  
**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

To confirm the Corporation's position on New Charges/Levies within the City of Waterloo that affect the Association, the parties agree to the following:

1. The Corporation agrees that it will not impose new levies/charges on any Member of the Association, including but not limited to parking, unless specifically agreed to during the length of this Agreement. The intent of the foregoing is that both the Corporation and the Association are up front with each other, and the parties intentions are clearly reflected in their mutually agreed upon labour agreement. With respect to parking, for the life of this Agreement, the Corporation further agrees to provide Members with a parking space within reasonable proximity to the facility at which the Member works.

Dated at Waterloo, Ontario this 25th day of May, 2009 A.D.

\_\_\_\_\_  
Mayor, Brenda Halloran

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Staff Association President, Joel Cotter

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Clerk, Susan Greatrix

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Staff Association Vice-President, Lisa Morrison